

**AMALGAMATED TRANSIT UNION  
LOCAL 1505 WINNIPEG**

FROM: April 1, 2018  
TO: March 31, 2020

# 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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832



# AMALGAMATED TRANSIT UNION LOCAL 1505 WINNIPEG

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**EXPIRY DATE: APRIL 1, 2020**

**AGREEMENT BETWEEN:**

**AMALGAMATED TRANSIT  
UNION LOCAL 1505  
WINNIPEG**, hereinafter referred  
to as the "Employer",

**AND**

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

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

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive  
agency for the employee employed in the Director of Communications position.

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

**ARTICLE 2**            **DEFINITIONS**

2.01                    **Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than forty (40) hours per week consisting of five (5) eight (8) hour work days from Monday to Friday inclusive.

2.02                    **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per calendar week.

2.03                    **Masculine or Feminine Gender**

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

2.04                    **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.

2.05                    **Promotion**

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

2.06                    **Demotion**

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

2.07                    **Layoff**

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

2.08                    **Spouse**

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

**ARTICLE 3            NO CONTRACTING OUT**

3.01                    The Employer shall not contract out any work that can be performed by employees of the bargaining unit.

3.02                    All employees of the Employer who are excluded from the bargaining unit shall not perform any work that can be performed by employees of the bargaining unit unless no bargaining unit employee is available, willing, able and capable of performing the normal functions of the job requirements.

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

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

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

**ARTICLE 5            DEDUCTION OF UNION DUES**

5.01                    The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union prior to the 10<sup>th</sup> day of the



following month and shall be accompanied by a monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

5.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28<sup>th</sup>.

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 Any employee who is hired by the Employer shall be on probation for their first thirty (30) calendar days of employment. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.

## **ARTICLE 7 HOURS OF WORK**

### **7.01 Work Week/Full-time Employees**

The basic work week for full-time employees shall be forty (40) hours to be worked in five (5) shifts at eight (8) hours per day from Monday to Friday inclusive, between the hours of 7:00 a.m. to 4:30 p.m.

### **7.02 Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

### **7.03 Work Week/One General Holiday**

In a week in which one (1) General Holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

### **7.04 Work Week/Two General Holidays**

In a week in which two (2) General Holidays occur the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

### **7.05 Work Schedules**

The Employer shall post a weekly work schedule for all employees

not later than Tuesday noon for the period of two (2) consecutive weeks. Each week thereafter the current schedule shall be removed and replaced with another schedule for the week following the week already posted. There will always be a two (2) consecutive one (1) week schedule posted on the bulletin board

Schedules shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Tuesday noon, then the schedule already posted shall apply for the following week. Schedules may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice.

## **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.

(b)     Meal periods for all 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 (7) 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 sub-article 8.01 above.

(c)     A person working a daily shift of seven (7) 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 sub-article 8.01 above. One (1) rest period shall be taken during the first half ( $\frac{1}{2}$ ) of said daily shift and the other rest period shall be taken during the second half ( $\frac{1}{2}$ ) of said daily shift.

(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 either the meal period or the end of the shift and shall not be combined with the meal period.

8.03 Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked.

## **ARTICLE 9 OVERTIME**

9.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1½X) times for the first two (2) hours and double (2X) time thereafter at the employee's regular hourly rate of pay. Overtime shall be in writing and approved by Employer prior to performing the work.

9.02 All employees working on General Holidays as designated in Article 10 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and one half (1½X) times said hourly rate of pay for all such time worked.

9.03 Any employee who works on a Saturday and/or Sunday shall be paid double (2X) time their regular hourly rate of pay for all such time worked.

9.04 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority.

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

9.06 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two (2). Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Accumulated banked overtime shall always be shown on the employee's pay stub.

9.07

**Christmas Shutdown**

The Employer shall notify all bargaining unit employees by November 1<sup>st</sup>, of each calendar year as to the designated dates for Christmas Shutdown. Employees shall have the following options:

- (a) Take shutdown days as vacation days; OR
- (b) Take shutdown days as an unpaid approved leave of absence; OR
- (c) Use banked overtime hours, at the appropriate rate, for the purpose of wage replacement during the shutdown.

**ARTICLE 10 GENERAL HOLIDAYS**

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

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

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

10.02 In 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 or injury shall not disqualify an employee.

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

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

10.05 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each General Holiday.

## **ARTICLE 11            VACATIONS**

11.01            Employees who, on January 1<sup>st</sup> of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire shall be entitled to one and one half (1½) days per month to a maximum of fifteen (15) days' vacation with pay.

11.02            Employees who, on January 1<sup>st</sup> of each year, have one (1) year of continuous service but less than six (6) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of three (3) weeks' vacation with pay at their regular hourly rate of pay.

11.03            Employees who, on January 1<sup>st</sup> of each year, have six (6) years of continuous service but less than twelve (12) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of four (4) weeks' vacation with pay at their regular hourly rate of pay.

11.04            Employees who, on January 1<sup>st</sup> of each year, have twelve (12) years of continuous service but less than twenty-one (21) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of five (5) weeks' vacation with pay at their regular hourly rate of pay.

11.05            Employees who, on January 1<sup>st</sup> of each year, have twenty-one (21) years or more of continuous service with the Employer since their most recent date of hire, shall receive the greater of six (6) weeks' vacation with pay at their regular hourly rate of pay.

11.06            Employees entitled to three (3), four (4), five (5), six (6) or seven (7) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent or fourteen (14%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

11.07            Vacation credits may be given in advance by mutual agreement between the Employer and employee.

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

11.09            Employees shall be entitled to take a minimum of two (2) weeks vacations consecutively, unless they wish to have their vacation entitlements broken up, by mutual agreement between the Employer and employee.

11.10            Employees who becomes confined to their home or in the hospital due to an illness and/or injury that occurs while they are on vacation may file a claim for paid sick leave and/or Weekly Indemnity benefits (or similar benefits) and the balance of

the employee's vacation shall then be rescheduled following their return to work.

## **ARTICLE 12           MANAGEMENT RIGHTS**

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

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

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

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

### **13.01                   Notice of Layoff**

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

### **13.02                   Severance Pay**

Any employee who is terminated due to the permanent closure of the Employer's operation or any portion of the Employer's operation, or any employee who is terminated because their job has become redundant, or any employee who is terminated because of the Employer's decision to downsize their operation, or any employee who is terminated due to a technological change, shall be entitled to receive severance pay. Full-time employees shall receive severance pay in the amount of eighty (80) hours pay at their regular hourly rate of pay for each year of employment with the Employer for the first five (5) years and forty (40) hours pay at their regular rate of pay for each year thereafter.

## **ARTICLE 14            PAYMENT FOR MEETING ATTENDANCE**

14.01                    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.

## **ARTICLE 15            STRIKES AND LOCKOUTS**

15.01                    During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

## **ARTICLE 16            UNION REPRESENTATIVE'S VISITS**

16.01                    Duly authorized Union Representatives shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. A Shop Steward shall be entitled to accompany the Union Representative at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked.

16.02                    The Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to fifteen (15) minutes of paid time off in order to meet with the Union Representative.

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

## **ARTICLE 17            SHOP STEWARDS**

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

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

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

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

## **ARTICLE 18 LEAVES OF ABSENCE**

### **18.01 Personal Leave**

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

### **18.02 Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union. The Employer shall pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leave.

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

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than five (5) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer. The Employer shall pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leave.



18.04                    **Negotiation Leave**

The Employer shall allow one (1) employee time off for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer shall pay eight (8) hours' pay to said employee for one (1) day. Additional days, if required, shall be without pay.

18.05                    **Family Responsibility Leave**

In the event of an illness or injury occurring to a person who an employee considers to be a family member, the employee may request, and if so, shall be granted a paid leave of absence or absences which shall not exceed two (2) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of themselves or their family member.

18.06                    **Jury/Witness Leave**

The Employer shall grant a leave of absence without loss of pay and without loss of seniority to an employee who is required to appear for jury selection, to serve as a juror or as a witness in any court proceeding other than those occasioned by the employee's own personal affairs.. The employee must accept any offered payment from the court and will turn over to the Employer any payments they receive for such service excluding payments for travelling, meals or other expenses. The employee shall present the subpoena, proof of service and payment received. When an employee is required to attend any court proceeding on their day off at the request of the Employer in a matter related to the Transit Department, they shall be paid for the time, otherwise they shall retain any payment or fees for that day.

18.07                    **Bereavement Leave**

All employees shall be entitled to bereavement leave of four (4) working days with pay when the employee is to be absent from work due to a death in their immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. The term "immediate family" shall mean: parent, step-parent, spouse, common law spouse, same sex partner, child, step-child, brother or sister.

All employees shall be entitled to bereavement leave of two (2) working days with pay when the employee is to be absent from work in the event of the death of their mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law and sister-in-law. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay.

All employees shall be entitled to bereavement leave of up to three (3) working days, without pay, in the event of the death of their aunts, uncles, nieces and nephews and those who are not related, but whom the employee considers to be like a close relative.

Bereavement leave shall be extended by up to one (1) additional working day with pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside the city of Winnipeg. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

The Employer shall grant one (1) day off without pay to any employee who acts as a pallbearer, eulogist or officiant at a funeral of a person who is not a member of the employee's immediate family.

Additional bereavement leave without pay may be granted by prior mutual agreement between the Employer and the employee.

#### 18.08 **Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a Medical Professional's certificate, certifying her to be medically fit to work.

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

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

18.09

**Parental Leave**

(A) **Entitlements**

Every employee

(a) who,

(i) becomes the natural parent of a child or assumes actual care and custody of a child, or

(ii) adopts a child under the law of a Province; and

(b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) **Commencement of Leave**

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

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

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

When an application for parental leave under sub-article (A) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Employer shall

be granted, parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

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

18.10 **Parenting Leave**

Employees shall be granted five (5) consecutive days parenting leave of absence with pay which must be taken within seven (7) calendar days following the birth of their child. Said employees shall also be entitled to an additional seven (7) consecutive calendar days off without pay immediately following the five (5) paid days, if they so desire. Parenting leave shall be in addition to any parental leave the employee may be entitled to.

18.11 **Compassionate Care Leave**

An employee who has been employed for at least thirty (30) days is entitled to an unpaid Compassionate Care Leave of up to twenty-eight (28) weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members, as defined by Employment Standards Code.

Employees may take the leave in one (1) or two (2) periods that must be at least one (1) week long. When possible, employees must give at least one (1) pay period of notice before the leave and provide their Employer with a doctor's certificate as soon as possible. Unless the Employer and employee agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer at least fort-eight (48) hours' notice.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

It is understood that should a death occur during or after the Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as per sub-article 18.07 of the Collective Agreement.

18.12 **Long Term Leave For Serious Injury Or Illness**

Employees who are suffering from a serious injury or illness which will prevent them from being at work for at least two (2) weeks shall be entitled to this leave.

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

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

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

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

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

#### 18.13 **Domestic Violence Leave**

Employees who are victims of domestic violence shall be entitled to Domestic Violence Leave with pay as provided in *The Employment Standards Code* (Manitoba) and Regulations.

Employees may use Domestic Violence Leave to:

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
- (b) obtain services from a victim services' organization;
- (c) obtain psychological or other professional counselling;
- (d) temporarily or permanently relocate to a safe place;

- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.

There are two parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.

An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

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

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

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

#### 18.14 **Critical Illness Leave of a Child**

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

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

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

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

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

Employees shall return to work by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

#### 18.15 **Critical Illness Leave of an Adult**

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

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

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

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

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

Employees shall return to work by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the

Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

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

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

Employees must have completed at least thirty (30) days' employment, and are:

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

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

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

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.17                    **Organ Donation Leave**



Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

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

Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.18                    **Leave for Citizenship Ceremony**

Employees who have been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend their citizenship ceremony and receive their certificate of citizenship, as provided under the *Citizenship Act*.

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

18.19                    **Leave for Reservists**

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

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with no less wage and any other benefits earned by the employee immediately before the leave began. Employees who take leave from their employment for the purpose of service must be reinstated to the position, or a similar

position with no loss of seniority, no less wages, or benefits they had before the leave. Employees cannot be terminated or laid off for taking this leave.

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

18.20 The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be maintained upon payment of the full cost by the employee.

18.21 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this Article shall be made in writing. The Employer shall provide a written decision to the employee's request within three (3) working days of receiving the request.

**ARTICLE 19 SENIORITY**

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

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

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

(a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;

(b) voluntarily quits or resigns;

(c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to their last known address;

(d) is absent from work without an approved leave of absence for more than five (5) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;

(e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

19.04 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, providing the more senior employee has the ability to be able to perform the normal functions of the job.

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

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

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

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

19.08 No new employees shall be hired by the Employer so long as there are qualified part-time employees who are able and willing to perform the work required, or so long as there are employees who are on layoff status who are able and willing to perform the work required.

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

19.10 The Employer shall provide the Union in January of each calendar year with an up-to-date seniority list of all full-time and all 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 on the Employer's premises.

## **ARTICLE 20            TECHNOLOGICAL CHANGE**

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

20.02 In the event of a technological change occurring during the term of this Agreement which shall displace or adversely affect any of the employees in the bargaining unit, the Employer shall advise the Union at least one hundred and twenty (120) calendar days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employees. The Employer and the Union shall meet as soon as possible and not later than ninety (90) calendar days prior to the intended date of the implementation of the technological change for the purpose of negotiating reasonable provisions to protect the interests of the employees affected. Reasonable provisions shall include but not be limited to job retraining. If the Union and the Employer fail to agree upon such provisions the matter may be referred by either party to arbitration for the purpose of determining such provisions and the technological change shall not be introduced by the Employer until such determination is made and only in accordance therewith.

20.03 Notwithstanding the provisions contained in sub-article 20.02 above, any employee who is to be displaced or adversely affected by a technological change shall be given a six (6) month training period after the date of the introduction of said technological change in order to obtain proficiency in any new job that has become available as a result of the technological change to the level of being able to perform the normal functions of the job. All opportunity for retraining pursuant to this Article shall be provided by the Employer during the normal working hours and employees during the period of retraining shall be paid at their normal hourly rate of pay.

20.04 Notwithstanding the provisions contained in sub-article 20.02 above, any employee who is displaced by a technological change or, if after completing the six (6) month training period referred to in sub-article 20.03 above, fails to obtain proficiency in their new duties to the level of being able to perform the normal functions of the job, shall be required at that time to indicate in writing their choice of one (1) of the following options:

(a) the employee may elect to go on layoff status; or

(b) the employee may elect to voluntarily sever their employment completely with the Employer and accept severance pay as provided for in this Agreement.

20.05 This Article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Employer and the Union.

## **ARTICLE 21 HEALTH AND SAFETY**

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

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

## **ARTICLE 22 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

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

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

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

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

### **ARTICLE 23 COURT'S DECISION**

23.01 In the event that any Articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

### **ARTICLE 24 DISCIPLINE/DISCHARGE**

24.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged. A full-time Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.

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

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

24.04 Any discipline and/or discharge notice given to an employee by the Employer shall become null and void and shall not be utilized by the Employer against the employee at a later date in any situation where the Employer has not fully complied with the provisions contained in sub-articles 24.01, 24.02 and 24.03 above.

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

It is understood that should any employee receive a disciplinary notice for the same or similar offence during said twelve(12) month period, the employee will then be required to wait a further twelve (12) months before his or her written reprimands and/or disciplinary notices are removed from his or her personnel file.

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

## **ARTICLE 25      ADJUSTMENT OF GRIEVANCES**

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

25.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request.

25.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

25.04 All grievances must be submitted in writing.

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

**STEP 1:** By a discussion between the employee and the Shop Steward and/or Union Representative with the Employer or their designated appointee. The Employer or their designated shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.06 If a satisfactory settlement cannot be reached, then upon request of

either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 26.

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

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

## **ARTICLE 26            ARBITRATION**

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

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

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

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

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



this Agreement.

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

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

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

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

## **ARTICLE 27 HEALTH AND WELFARE BENEFITS REFERRAL**

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

## **ARTICLE 28 WORKERS COMPENSATION BENEFITS**

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

28.02 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

28.03 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 29 HARASSMENT/ABUSE**

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

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

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

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

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

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

29.07 Any employee who believes that they are being harassed and/or abused shall have the right to refuse to work with the alleged harasser and/or abuser pending determination of the investigation provided for under this Article

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

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

### **ARTICLE 30 JOB TRAINING**

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

### **ARTICLE 31 TRANSPORTATION COSTS**

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

31.02 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance in the amount of fifty-five (55¢) cents for each kilometre that the employee's vehicle was used for such purpose.

### **ARTICLE 32 PARKING/PLUG-INS**

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

**ARTICLE 33 PAST PRACTICES AND POLICIES**

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

33.02 The Employer shall continue the practice of providing and pay for Bus transportation.

33.03 The Employer shall continue the practice of paying for local cell phone calls.

**ARTICLE 34 FINAL OFFER SELECTION**

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

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

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

(a) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.

(b) The Selector shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request The Manitoba Labour Board to make the appointment.

(c) The Selector shall receive a written statement or brief from the Employer and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Employer or the Union position as outlined by them as the basis for settlement.

(d) The Employer and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.

(e) The Selector shall render a decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.

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

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

## **ARTICLE 35 EXPIRATION AND RENEWAL**

35.01 This Agreement shall be in effect from **April 1, 2018**, and shall remain in effect until **March 31, 2020**, 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.

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

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

**SIGNED THIS DAY OF , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 The following health and welfare benefits shall be arranged for by the Employer for all employees and shall be subject to the terms and conditions of their master policies and contracts in force, all of which shall form part of this Agreement. With the exception of Group Retirement Savings Plan benefits, the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.

A-1.02 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 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 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. The Employer shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 The health and welfare benefits referred to in Appendix "A" shall be available to all employees who have completed their probationary period except for paid sick leave and Group Retirement Savings Plan benefits.

Accrual of paid sick leave benefits shall commence with the employee's date of hire. Thereafter, all such accrued benefits shall be available to employees as the need arises.

Group Retirement Savings Plan contributions shall be made on behalf of all employees commencing with the employee's date of hire, and access to these benefits shall be consistent with the terms and conditions of each plan.

A-1.04 The Employer shall pay the full premium costs of all health and welfare benefits, except Short Term Disability, referred to in Appendix "A" that requires same.

A-1.05 Unless otherwise specifically stated, no employee shall be required to provide the Employer with any type of medical certificate unless they voluntarily agrees to do so. The Employer shall pay all costs involved in situations where an employee does provide a medical certificate and where a fee is charged to obtain the medical certificate.

A-1.06 A general description of the health and welfare benefits, terms and conditions, that the Employer shall ensure are available to employees is as listed below.

## **A-2 Paid Sick Leave Benefits**

A-2.01 A paid sick leave benefit shall accrue for all new employees at the rate of one and one quarter (1¼) days per month. Effective January 1, 2019, and annually thereafter, all employees shall receive Sick Pay credits of fifteen (15) days per year based on actual days worked. In order to accumulate Sick Pay credits for a month, employees must have worked a majority of their regularly scheduled working days for that month. For the purpose of this Appendix, the following shall be considered as time worked:

- (a) Time while in receipt of Workers' Compensation benefits, to a maximum of twelve (12) months
- (b) Time while in receipt of Paid Sick leave benefits, to a maximum of sixty-five (65) working days
- (c) Time while on paid leave of absence

A-2.02 All employees shall have deducted from their accumulated sick pay credits one (1) day for each day of absence for which payment has been received under the Paid Sick Leave. Deductions for the paid absence shall be charged against the sick leave credits most recently accumulated. At no time shall the deductions from the Sick Pay credits exceed total career credits accumulated.

A-2.03 Upon retirement or death, employees or the employees' estate, shall receive a cash payment of one (1) day per year of service for the first fifteen (15) years of service and two (2) days per year of service over fifteen (15) years multiplied by the daily rate of the employee's regular rate of pay in effect on the employee's last day of service. It is understood that one (1) day is eight (8) hours pay. Employees may arrange to take pre-retirement leave on an amount equivalent to the total as calculated above.

A-2.04 In July of each year, the Employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

## **A-3 Short Term Disability**

A-3.01 Full-time employees covered under this Collective Agreement shall



be enrolled into the Employer's Short Term Disability Plan managed by Great West Life.

A-3.02 All premium costs required and set by Great West Life shall be paid one hundred (100%) percent by the employee.

**A-4 Blue Cross Blue Choice "C" Plan**

A-4.01 All employees shall be entitled to Blue Cross Blue Choice "C" Plan health coverage at no premium cost to the employee.

**A-4.02 Health and Medical Benefits**

- (a) **Prescription Drugs** – eighty (80%) percent up to five thousand (\$5,000.00) dollars per year. Includes pay direct drug card.
- (b) **Practitioner I Services** - eighty (80%) percent up to thirty –five (\$35.00) dollars per visit. Six hundred (\$600.00) dollars per year combined total for treatment/service by:
  - (i) Athletic Therapist
  - (ii) Chiropractor
  - (iii) Occupational Therapist
  - (iv) Physiotherapist
  - (v) Podiatrist
  - (vi) Registered Clinical Psychologist/Master of Social Work – maximum is fifty (\$50.00) dollars per visit
- (c) **Practitioner II Services** - eighty (80%) percent up to thirty –five (\$35.00) dollars per visit. Four hundred and fifty (\$450.00) dollars per year combined total for treatment/service by:
  - (i) Acupuncturist
  - (ii) Homeopath
  - (iii) Naturopath
  - (iv) Nutritional Counsellor
  - (v) Osteopath

(vi) Registered Massage Therapist

(vii) Foot Care Nurse – maximum is twenty-five (\$25.00) dollars per visit

- (d) Hearing Aids – covers seven hundred (\$700.00) dollars per five (5) years
- (e) Medical Equipment – eighty (80%) percent for breathing equipment (e.g. CPAP), crutches, splints, casts, hospital beds, special equipment, walkers, wheelchairs and wigs
- (f) Other Health Benefits- eighty (80%) percent for accidental dental, artificial limbs/eyes, assisted care, braces, cervical collars, elastic stockings, compression garment, breast prostheses, surgical bras, cardiac rehabilitation, day surgery assisted care, orthopaedic shoes, orthotics and private nursing.

A-4.03

**Dental Benefits**

- (a) **Preventive Dental** – eighty (80%) percent up to six hundred (\$600.00) dollars –first year (three (3) month waiting period)

eighty (80%) percent up to twelve hundred (\$1,200.00) each subsequent year combined with restorative dental – one (1) year waiting period

Services include: standard checkups, cleanings, fillings, exactions, root canals and surgery

- (b) **Restorative Dental** – fifty (50%) percent up to twelve hundred (\$1,200.00) per year combined with the preventive dental for extensive restorations (e.g. crowns, inlays, bridges and dentures) One (1) year waiting period
- (c) **Orthodontic** – fifty (50%) percent up to one thousand (\$1,000.00) dollars lifetime. Two (2) year waiting period

A-4.04

**Vision Care**

Two hundred and fifty (\$250.00) dollars combined every two (2) years towards an eye exam and the purchase or repair of frames and/or lenses, including contact lenses.

A-4.05

**Ambulance/Hospital**

Plan covers one hundred (100%) percent of the following:

- (i) Emergency ambulance within Canada
- (ii) Medical transfer up to five hundred (\$500.00) dollars lifetime
- (iii) Treat no transport
- (iv) Emergency air ambulance up to five thousand (\$5,000.00) dollars per trip, ten thousand (\$10,000.00) dollars per person, per year
- (v) Semi-private room or twenty (\$20.00) dollars per day in lieu up to sixty (60) days
- (vi) Hostel accommodation when medical treatment/diagnostic testing is required in a hospital located outside a sixty (60) kilometre radius of the employee's home

A-4.06

**Travel Coverage**

**Within Canada** – Up to five million (\$5,000,000.00) dollars lifetime, no trip length maximum and access to travel assistance.

**Outside Canada** – ten (10%) percent discount on the purchase of travel coverage.

A-4.07

**Accidental Death**

Twenty-five thousand (\$25,000.00) dollars in the event of accidental death of the employee.

A-4.08

**Assistance Program**

Six (6) counselling sessions per year through Manitoba Blue Cross Assistance Program.

A-4.09

**Health Resources**

Access to Blue Advantage online health resources.



**APPENDIX "B"**

**WAGES**

**B-1**

	<b>Current</b>	<b><u>Effective Oct 8/18</u></b>	<b><u>Effective April 1/19</u></b>
<b>Director of Communications</b>	<b>\$30.77</b>	<b>\$31.08</b>	<b>\$31.55</b>

**B-2 Signing Bonus**

**All active employees employed as of April 1, 2018 shall receive a signing bonus in the amount of two hundred and fifty (\$250.00) dollars (less statutory deductions) no later than November 5, 2018.**

## 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 **Amalgamated Transit Union Local 1505 Winnipeg** 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 Secretary-Treasurer of the Union prior to the 10<sup>th</sup> day of the following month and shall be accompanied by a monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.”

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

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	TITLE/NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	OTHER <input type="checkbox"/>
PART-TIME <input type="checkbox"/>					
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my application is not transferable. I have read and understand the Union's policies and procedures regarding privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union 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](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.