

EPIC/SMILE OF ST. MALO INC.
(Day Program)

FROM: April 1, 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', with a stylized flourish.

Jeff Traeger,
President UFCW Local 832



**EPIC de St. Malo Inc./SMILE of St. Malo Inc.
(Day Program)**

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EXPIRY: MARCH 31, 2025

AGREEMENT BETWEEN:

EPIC de St Malo Inc. /SMILE of St Malo Inc., (Day Program) in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the participants of the centre, and recognizing that bilingualism is a valued principle under the constitution of the Employer, with fluency in both official languages a proper requirement for employees of the Employer;

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement,

NOW THEREFORE this agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree with the other as follows:

ARTICLE 1 SCOPE OF RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the three (3) Managers, two (2) Administrative Assistants, Resource Co-ordinator, Executive Director, those above that rank and those excluded by the Act.

1.02 The Employer, if requested, shall provide the Union, once per year, with a list containing the names, addresses and telephone numbers of all bargaining unit employees.

ARTICLE 2 **PROTECTION OF EXISTING WORKING CONDITIONS**

2.01 Employees shall continue to be allowed to plug in vehicles into the electrical outlets as provided at the workplace during the winter months with no cost to the employees.

ARTICLE 3 **DEFINITIONS**

3.01 **Employee**

An employee is a person employed by the Employer and covered by this Agreement.

3.02 **Full-time**

Full-time employees shall mean all employees who are scheduled to work no less than thirty-five (35) hours but no more than forty (40) hours per week in five (5) shifts of seven (7) or eight (8) hours each.

3.03 **Part-time**

Part-time employees shall mean employees who regularly work less than 35 hours per week.

3.04 **Casual Worker**

Casual workers shall mean workers who are not scheduled to work on a regular basis but who may be required to work on an occasional basis to provide coverage. No casual worker will work unless all qualified part-time employees are either unavailable or decline the work. Vacation replacement shall be considered part-time work if possible and if no part-time employee is available and willing to work vacation replacement then casual workers may be used for such purpose. Casual workers who are hired to part-time or full-time employment status will have their hours worked as casual applied towards the completion of their probationary period and also applied to their wage rate. Casual workers will not be covered by the Collective Agreement but will always receive wage rates as indicated in this Agreement.

Whenever a casual worker is hired the employer will provide the Union with an updated list of causal employees, including their classification, department, hours worked and hire date.

3.05 **Student**

Student workers shall mean workers who may work on an occasional basis to provide coverage for recycling duties only. No student worker will work unless all full-time employees who could have performed the work without being at overtime rate and part-time employees have been asked in order of seniority and are either unavailable or decline the work. Student workers will not be covered by the Collective Agreement and will be paid at the current Provincial Minimum Wage at the time of the work being performed.

3.06 **Promotion**

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

3.07 **Demotion**

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

3.08 **Gender**

Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

3.09 **Layoff**

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 a lack of work.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; and
- (b) hire, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that they have been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.

- (c) manage the Centre and, without restricting the generality of the foregoing, the right to plan, direct the work force, determine the number of personnel required from time to time, services to be performed and the methods, procedure and equipment in connection therewith; the schedule of work, the right to assign jobs; increase or decrease the working force, determine the methods, duties and schedules of work, determine the job content and classification and to determine the number of employees in a classification; to set the quantity and quality of work to be performed; designate the place of work and curtailment or cessation of operation.

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

4.03 The Employer may establish and enforce from time to time reasonable rules and regulations affecting the employees covered by this Agreement.

4.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

ARTICLE 5 UNION RIGHTS AND UNION ACTIVITIES

5.01 Notification by Union to Employer

The Union shall notify the Employer in writing of the names of its representatives as follows: bargaining committee members, full-time Union Representative, Shop Steward, Alternate Shop Steward, Safety committee member(s).

5.02 Recognition of Steward

The Employer agrees to recognize two (2) shop stewards elected or appointed by the Union from employees of the bargaining unit upon being notified, in writing, by the Union of the election or appointment. Shop stewards will be allowed to wear a shop steward badge while on duty.

5.03 A Union Representative shall be permitted visitation rights upon providing reasonable notice to the Manager or designate before interviewing employees and such interview shall only be:

- (a) carried on in a place designated by management;
- (b) held whenever possible during the employee's lunch period.

However, if this is not practical:

- (c) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on the Employer's time, unless with the specific approval of management; and
- (d) held at such times as will not interfere with service to the participants.

5.04 Upon at least two (2) weeks' (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence, without pay, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time.

5.05 Leave of absence, without pay, shall be granted for a period of up to one (1) year to an employee who has completed their probationary period and who is engaged full-time in union employment. During such period of absence, seniority shall be retained and accrue. The Employer shall be entitled to hire a replacement employee on a term basis until the said union leave has expired.

5.06 **Union Functions Leave of Absence**

When an employee attends union functions such as conferences, conventions, schools, seminars, etc., the Employer agrees to pay the employees involved for all wages and benefits the employee would have received had he or she been at work, and the Union agrees to reimburse the Employer upon receipt of billing. Such leave shall be restricted to one (1) employee at a time.

5.07 **Access to Personnel File**

Upon written request, an employee shall be given the opportunity to examine any document which is placed in their personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against them and their reply to any such document shall also be placed in their personnel file. Upon written request, the employee shall also receive an exact copy of such document.

5.08 **Bulletin Board**

The Employer shall provide space in a conspicuous location for a bulletin board supplied by the Union upon which the Union shall have the right to post notices relating to Union business.

ARTICLE 6 **CONTRACTING OUT**

6.01 The Employer shall not contract out bargaining unit work that can be performed by bargaining unit employees. Employees outside the bargaining unit shall not perform bargaining unit work unless it is to provide direction or training that could not otherwise be provided by a bargaining unit employee.

ARTICLE 7 **UNION SECURITY**

7.01 The Employer agrees to 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, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

7.02 The Employer agrees to provide each new employee and rehired employee at the time of employment with a form letter outlining to the employee their responsibility in regard to payment of union dues and initiation fee.

7.03 The Employer agrees to forward Exhibit One duly completed, as attached to this Agreement, to the Union within ten (10) days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the content to be such that it is acceptable to the Employer.

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

ARTICLE 8 **DEDUCTION OF UNION DUES**

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

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

8.03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.

8.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

ARTICLE 9 PROBATIONARY PERIOD

9.01 A full time employee's first four hundred eighty (480) hours worked shall be a probationary period during which the Employer may, in its discretion, dismiss such employee without just cause, unless such termination could be deemed unjust by Manitoba's Labour and/or Human Rights legislation. The employee shall not attain seniority until the expiration of the probationary period, after the successful completion of which the employee's seniority shall be dated back to their last date of hire for a permanent position.

9.02 A part time employee's first four hundred and eighty (480) hours worked shall be a probationary period, and the employee shall not attain seniority until the expiration of the probationary period, after the successful completion of which the employee's seniority shall be dated back to their last date of hire.

In the unusual event, the Employer believes it beneficial to extend a new full time or part time employee's probationary period, such extension and the reasons why, shall be made known to the affected employee prior to the expiry of the original probationary period and shall be mutually agreed upon between the Union and the Employer. The Union representative shall be present at such meeting with the affected employee.

ARTICLE 10 STRIKES AND LOCKOUTS

10.01 It is agreed that during the term of this Agreement or while negotiations are underway to revise this Agreement, neither the Union nor the Employer shall sanction or consent to any strike or lockout and further, no employee in the unit shall strike.

ARTICLE 11 **SENIORITY**

11.01 (a) **Seniority Definition**

Seniority shall be defined as the length of continuous service with the Employer in the bargaining unit since the employee's latest date of hire for a permanent position.

(b) **Seniority lists**

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

11.02 Where the qualifications, fitness and ability of employees is relatively equal, in matters of promotion, demotion, transfer, layoff and recall, preference in available hours of work and temporarily relieving in a higher paying classification, seniority shall be the governing factor.

11.03 Seniority and employment within the bargaining unit will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated in accordance with the grievance and arbitration procedure;
- (c) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;
- (d) is laid off for more than twelve (12) months;
- (e) is promoted or transferred out of the scope of the bargaining unit, subject to Article 13, Promotion Outside of Bargaining Unit; or
- (f) following layoff, employee fails to return to work within ten (10) working days after receiving notice to do so unless just cause exists. Employees shall keep the Employer informed of their current address. Employees shall be deemed to have received notice by registered mail. It is further agreed that laid off employees who are recalled will be permitted to give their current Employer reasonable

notice of termination in order to accept recall, but will be required to return to work within three (3) weeks from the post-marked date on the registered mail sent to them by EPIC de St. Malo/SMILE OF St. Malo.

11.04 In the event of layoff, the Employer shall give the employee ten (10) working days' notice or pay in lieu thereof.

11.05 Part-time employees shall have seniority only within the part-time seniority list.

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

11.07 New employees shall not be hired where there are employees on layoff able to perform the job.

11.08 Any full time employee may request to be reduced from full-time to part-time status. A part-time employee will work the rest of their shifts. Should said employee elect to return to full-time status, they shall provide a minimum of sixty (60) calendar days' notice to the Employer, which shall in turn notify the part-time employee then covering the additional shifts that their part-time work on that those days will be discontinued. If that part-time employee has no other part-time employment with the Employer, their status may then revert to casual. For layoff and vacation pick purposes only, said employee will be deemed to be a full-time employee. When their employment is terminated, through retirement or otherwise, a vacancy for a full time position will be deemed to have been created and will be posted in accordance with Article 12 of the Collective Bargaining Agreement.

11.09 It is further understood that any full-time employee may request a reduction in hours from the Employer, but is not guaranteed accommodation. The Employer will consider all requests on a first come first serve basis, unless two or more requests are made simultaneously, in which event the requests will be considered on the basis of seniority. The Employer will accommodate only one employee at a time, and no employee shall be allowed to exercise their seniority to 'bump' another employee already on reduced hours.

ARTICLE 12 VACANCIES/JOB POSTINGS/PROMOTIONS/TRANSFERS

12.01 Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) working days on the bulletin board for a minimum of seven (7) working days. The notice shall set out the qualifications required for the job, classification and wage rate. Any employees on vacation or leave shall be notified of any job postings via email upon individual request.

Job descriptions will be available to employees upon request. Copies of all postings will be available to the Union, upon request.

12.02 The Employer shall not exclude family members of current employees from being considered for employment, nor shall the hiring of such family members be considered a conflict of interest.

ARTICLE 13 PROMOTION OUTSIDE OF BARGAINING UNIT

13.01 Employees promoted to a position outside of the bargaining unit shall carry their seniority with them and said employee may return to the bargaining unit without loss of seniority and accumulated staff benefits within a three (3) month period.

In order to return to the bargaining unit, an employee must give the Employer within the above mentioned three (3) month time period, their notice of intention to return to the bargaining unit. Such notice shall be sufficient to allow the Employer to provide ten (10) working days' notice to a displaced employee should the above mentioned employee return to the bargaining unit require a layoff.

13.02 Employees re-entering the bargaining unit after a three (3) month absence shall carry with them their dates of continuous employment with the Employer only for the purpose of calculating the wage rates and staff benefits.

ARTICLE 14 TRAINING

14.01 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.

14.02 If the government legislates or regulates mandatory changes to the training requirements, employees requiring certain certificates or academic standings will receive such training and the Employer agrees to pay all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to obtain such required academic standing and certifications. Employees who are not successful the first time they take the training will not be paid for training or expenses a second or subsequent time for the same courses.

14.03 On-site training to new employees shall be provided by a designated qualified staff member designated by management. Said training shall be of a minimum of seven (7) hours or greater where special training is needed for specific participants or greater if mutually agreed upon between the Employer and the designated trainer. A training premium of a one dollar (\$1.00) per hour shall be paid to designated trainers for each hour worked when training is being provided.

ARTICLE 15 HOURS OF WORK

15.01 The standard hours of work for full-time employees shall be seven (7) or eight (8) hours per day and no less than thirty-five (35) but no more than forty (40) hours per week to be worked Monday to Friday inclusive.

15.02 In a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be reduced by seven (7) or eight (8) hours no reduction in take home pay.

15.03 In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be reduced by fourteen (14) or sixteen (16) hours with no reduction in take home pay.

ARTICLE 16 TIME SHEETS

16.01 The Employer agrees upon request of the Union to make available to the Union copies of records pertaining to hours worked by bargaining unit employees.

ARTICLE 17 MEAL AND REST PERIODS

17.01 Meal and Rest Periods

Meal periods and rest periods shall be deemed to be paid time. In addition, all meal periods and rest periods shall be of uninterrupted duration, subject to Article 17.04 and 17.05 herein.

17.02 Each employee working a shift of five (5) hours or longer shall receive one (1) meal period of forty-five (45) minutes per shift.

17.03 A rest period of fifteen (15) minutes' duration will be allowed by the Employer during each continuous three (3) hour period of work.

17.04 If it is not practical to take meal and rest periods, employees will be credited for the additional time worked as straight time.

17.05 The Employer shall implement a rotation schedule for supervising participants during meal and rest periods. Each employee shall be scheduled to supervise during a meal period a maximum of once per week. An employee assigned to supervise during a rest period will be paid at straight time during that rest period. Meal periods shall be paid at straight time whether the employee supervises or not, when part of a seven (7) hour shift. By mutual agreement between management and the employee(s) involved, employees may be scheduled to supervise more than once per week. In these cases, the employee shall receive an allowance of ten (\$10.00) dollars per meal period supervised over and above their one (1) per week. Except for employees required to take their rotation turn, all other employees shall have the right to leave the premises during meal periods. It is understood that employees leaving the premises during meal periods shall be considered to be on call. The steward and management will meet at the request of either party to ensure that participants receive proper supervision during meal and rest periods at all times. **In the event an employee is unable to take a meal or rest period due to operational requirements they will be compensated for the missed time.**

17.06 The Employer shall ascertain that two (2) employees are covering each rest period at all times.

ARTICLE 18 PAYMENT FOR MEETING ATTENDANCE

- 18.01 (a) When the Employer requires an employee to be present at any meeting outside the employee's working hours, called by the Employer, time spent at such a meeting shall be considered as time worked, including attendance at a grievance meeting. The minimum payment for any meeting attendance will be one (1) hour at the employee's appropriate rate of pay.
- (b) The Employer shall ensure that a staff meeting is held a minimum of once per month.

ARTICLE 19 OVERTIME

19.01 Overtime shall be time worked in excess of eight (8) hours per day or forty (40) hours per week such time to have been authorized in such manner and by such person as may be prescribed by the Employer. All overtime must be approved by management.

19.02 Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay per hour for all authorized overtime hours worked.

19.03 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of equivalent time off at the overtime rate.

19.04 Overtime shall be by seniority with the most senior employee who is able to do the job being requested first and thereafter in descending order of seniority. If no employee volunteers to work the overtime, then the junior employee able to perform the regular duties of the job may be required to work the overtime.

ARTICLE 20 **MINIMUM SHIFT**

20.01 Unless an employee has been notified beforehand not to report for work, employees reporting for work at their scheduled starting time shall be provided with the opportunity to earn a minimum of four (4) hours' pay or be paid for four (4) hours at their regular rate of pay. This Article shall not apply to drivers.

ARTICLE 21 **GENERAL HOLIDAYS**

21.01 The following are recognized as general holidays for purposes of this Agreement:

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

and any other day proclaimed as a universal paid holiday by statute of the Provincial or Federal Government.

* In each specific year during which Canada Day falls on a Tuesday, Wednesday or Thursday and upon receipt of written request signed by all employees covered by this collective agreement and forwarded to the Employer by December 1 of the previous year, it is mutually agreed between the Union and the Employer as follows:

- If Canada Day falls on a Tuesday or Wednesday, Canada Day will be taken on the immediately preceding Monday; and

- If Canada Day falls on a Thursday, Canada Day will be taken on the Friday immediately following Canada Day.

The Monday or Friday substituted will then become the general holiday and be covered by the same rules for payment as if it were in fact Canada Day and July 1 will be worked and paid at the employee's regular rate of pay.

21.02 In addition to the general holidays referred to in 21.01 above, all employees shall be entitled to take three (3) paid floating holidays per fiscal year. Said floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Employer. Only employees who have completed one (1) year of continuous work will be entitled to the floating holidays.

21.03 **Qualify for General Holiday Pay**

In order to qualify for general holiday pay, the employee must have worked the scheduled day before and the scheduled day after the holiday unless ill or an excused absence due to accident or other approved leave of absences.

21.04 **Working On General Holiday**

Employees working on a general holiday shall be paid general holiday pay if they qualify under Article 21.03 above, plus an additional time and one-half (1½) their regular hourly rate of pay for all time so employed on such general holiday.

21.05 All full-time employees who qualify for holiday pay under Article 21.03 above shall receive a regular days' pay at their regular rate for each general holiday.

21.06 Part-time employees shall receive general holiday pay based on five percent (5%) of the hours worked in the four (4) weeks immediately prior to said holiday.

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

21.08 If any of the above holidays falls on an employee's scheduled day off or on a weekend, the employee shall receive a day's pay or another day off with pay at a time mutually agreed.

ARTICLE 22 WAGES

22.01 The Employer shall pay salaries and wages as set out in Appendix "B" attached hereto and forming part of this Agreement. Wages shall be paid bi-weekly by direct deposit at Caisse Financial Group in St. Malo, Manitoba, on Friday for the previous two weeks. Each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions, including the hourly rate of pay, the number of hours worked at regular time and overtime rates, premiums and general holiday pay. The pay statement shall also include an employee's banked time, sick time and floater days to date. Once the Employer is able to use other financial institutions for direct deposit purposes, the employees shall be given the opportunity to use a financial institution of their choice.

22.02 Where an employee, in accordance with the terms of the Agreement, is assigned to a higher paying classification within the bargaining unit, such employee shall receive the rate for the job. Where employees are assigned, in accordance with the Agreement, to a lower paying job, their rate shall not be reduced.

22.03 If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party the matter shall be submitted to the arbitration procedure in Article 31 of this Agreement.

ARTICLE 23 EMERGENCY PAY AND CHANGE IN WORK SCHEDULES

23.01 In the event an employee is unable to attend work on time due only to inclement weather conditions, if that employee reports for work within the first hour of their scheduled shift, such employees shall receive pay as if they had reported on time.

23.02 In the event the management declares the workshop closed due to inclement weather, employees will be paid for their full shift.

ARTICLE 24 RELIEVING RATES OF PAY/PREMIUM PAY

24.01 An employee who is assigned to relieve an employee excluded from the bargaining unit shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of pay for all time worked by such employee while so relieving. When no managers are present at the workplace, an employee will be assigned in order of seniority, to be "in charge" and will receive an "in charge" premium of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 25 **VACATIONS WITH PAY**

25.01 The vacation year shall be based on the Employer's fiscal year (April 1st to March 31st). Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment for a permanent position.

25.02 **Vacation Entitlement**

Employees shall be entitled to annual vacations with pay as follows:

- (a) two (2) weeks after one (1) year of continuous service with pay for the two (2) weeks in an amount equal to four (4%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months;
- (b) three (3) weeks after three (3) years of continuous service with pay for the three (3) weeks in an amount equal to six (6%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months;
- (c) four (4) weeks after seven (7) years of continuous service with pay for the four (4) weeks in an amount equal to eight (8%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months;
- (d) five (5) weeks after ten (10) years of continuous service with pay for the five (5) weeks in an amount equal to ten (10%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months;
- (e) six (6) weeks after fifteen (15) years of continuous service with pay for the six (6) weeks in an amount equal to twelve (12%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months.
- (f) seven (7) weeks after twenty (20) years of continuous service with pay for the seven (7) weeks in an amount equal to fourteen (14%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months.
- (g) eight (8) weeks after twenty five (25) years of continuous service with pay for the eight (8) weeks in an amount equal to sixteen (16%) percent of the employee's gross annual earnings paid in the immediately preceding twelve (12) months.

25.03 Employees eligible for a vacation and whose employment is terminated for any reason shall be allowed pay for the vacation for which they had become eligible but had not yet taken. In the case of death such pay shall be paid to the estate or the person legally entitled.

25.04 Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up. Employees will, if they so choose, be allowed to take three (3) weeks' vacation between June 30th and September 1st of each year. More than three (3) weeks' vacation between June 30th and September 1st may be allowed, subject to management approval, if all other employees who want three (3) weeks during June 30 and September 1 have been booked for their request. Employees will, as well, be allowed to take their vacation at other times during the year. A maximum of one (1) employee per department will be off on vacation at the same time, or more if the Employer can accommodate same but up to a maximum of three (3) employees at once for the entire workplace.

Requests for individual days of vacation will be considered after weekly vacation requests have been approved. If a request for an individual day of vacation falls on a day that was not a work day for someone already approved for a full week of vacation, it shall be approved (to a maximum of two (2) employees off on vacation each day, or more if the Employer can accommodate same).

25.05 The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlement by February 15th of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 15th of each year to write in their preferred vacation time. On April 1st of each year the Employer shall post a finalized vacation schedule which cannot be changed except at the request of the employee. Such request must be made a minimum of two (2) weeks prior to pre-scheduled vacation. If there is conflict between employees' preferences in choice of vacation time, senior employees will be given preference. Employees who fail to indicate their choice of vacations by March 15th shall not have preference in the choice of vacation time where other employees have indicated their preference.

25.06 Vacation pay will be disbursed not later than the day preceding the vacation, if application has been made to the Employer, in writing, at least two (2) weeks in advance of the vacation period.

25.07 Part-time employees shall receive vacation time off in accordance with the full-time employees' schedule of vacation entitlement and shall receive as vacation pay the applicable percentage of gross pay as provided in 25.02 Vacation Entitlement above.

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

25.09 If employees who are entitled to sick leave are hospitalized or would be unable to work if not on vacation (verified by a physician) during their vacation period, they may have the said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date.

25.10 Any employee who is entitled to bereavement leave in accordance with Article 28.06, Bereavement Leave, and where such bereavement leave occurs during said employee's paid vacation, shall be entitled to bereavement leave and pay and shall, provided the employee attends the funeral, be entitled to have that portion of their paid vacation rescheduled at a later date.

ARTICLE 26 HEALTH AND SAFETY

26.01 The Safety Committee shall examine all aspects of safety and health measures within the Workshop. Neither the Union nor management representation on the Committee shall exceed two (2) members each. Time spent in safety meetings or inspections shall be considered time worked.

26.02 The Employer agrees to provide time off with pay, for the purpose of allowing Health & Safety Committee members to attend Safety and Health seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

26.03 For the safety of the participants, there will never be less than one (1) employee working in each department. The Employer will make every reasonable effort to assign two (2) staff to woodworking and three (3) staff in recycling building, including the driver. Under no circumstances will the multi-rip saw be running when there is only one (1) staff on duty in woodworking.

26.04 Safety Equipment

The Employer agrees to provide employees with the following safety equipment:

- a) Safety shoes up to a maximum of two hundred dollars (\$200) over the life of the collective agreement upon proof of purchase in areas of the operation where safety shoes are required.

- b) Suitable Gloves in good working condition for recycling, Wood working and any other area of the operation where gloves are required.
- c) Coveralls or aprons in good working condition for recycling, Wood working and any other area of the operation where coveralls or aprons are required

ARTICLE 27 LEAVES OF ABSENCE

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

27.02 Maternity Leave

Employees requiring maternity leave will be entitled to a leave of absence, without pay, for a seventeen (17) week period, or such longer period as may be legislated, without loss of seniority, or such shorter or longer period as her doctor may certify.

The employee shall be re-employed in her original position or a comparable position at the prevailing rate of pay, without loss of seniority or any benefits, if funding is still available for the position when she is ready to return to work.

The employee may return any time after the birth, by requesting in writing her return at least two (2) weeks before being reinstated, but in any event upon the expiry of the maternity leave or such shorter or longer period as her doctor may certify.

Vacation and sick leave credits shall continue but not accrue during the employee's pregnancy leave, while seniority and qualifying time for general holidays under Article 21, General Holidays, shall continue and accrue.

Accumulated sick leave benefits, required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same condition as other sick leave benefits are granted.

27.03 Parental Leave

(A) Entitlements

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child and assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province, and assumes actual care and custody of their child; 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

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. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Employer and employee otherwise agree.

(C) Late Application for Parental Leave

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section 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 section shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

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

27.04 **Child Bearing Support Leave**

The Employer agrees to grant employees, who will be the parent of the child but are not physically giving birth to the child, up to three (3) days off with pay, to be taken on or after the birth of their child, at the employee's discretion, such days to be deducted from sick leave entitlement.

27.05 **Jury Duty/Witness Leave**

An employee who is required by law to serve as a juror in the Manitoba Court of Queen's Bench or as a witness subpoenaed by the Crown shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Employer any monies received other than for reimbursement of expenses.

27.06 **Bereavement Leave**

- (a) Bereavement leave with pay will be granted in the event of death of a member of the employee's immediate family as follows:

Five (5) days, which can be taken non-consecutively if needed, in the event of a death of spouse (including common law spouse), child, parent and grandchild (including foster and step: children, parents and grandchildren).

Four (4) days, which can be taken non-consecutively if needed, in the event an employee is the executor.

Three (3) days, which can be taken non-consecutively if needed, in the event of death of a brother or sister (including foster or step), mother-in-law or father-in-law, sister-in-law or brother-in-law, grandparent, son-in-law or daughter-in-law.

One (1) day in the event of death of an uncle, aunt, niece or nephew.

- (b) Leave without salary for compassionate reasons not covered above may be granted at the discretion of the Employer.
- (c) The Employer will not unreasonably refuse a request for a further two (2) days off, with pay, in addition to leave granted under (a) and (b) above, to attend a funeral in the event that a funeral is held outside a radius of one hundred (100) miles of the town of St. Malo.

27.07 **Pallbearer Leave**

Any employee attending a funeral as a pallbearer, reader, server, minister of communion, or any other related function will be allowed the required time off for the purpose of attending the funeral, with pay, to a maximum of one (1) day.

27.08 **Personal Leave**

Employees may be entitled to a leave of absence without pay and without loss of seniority, for up to a maximum of one (1) year, when they request it for good and sufficient reason. Good and sufficient reason shall be mutually agreed between management and the available Shop Steward. In the event employees choose to and are eligible to do so, they may maintain their benefits by paying the entire premiums themselves.

27.09 **Family Crisis/Responsibility Leave**

In the event of medical, dental, legal or school appointment or a serious illness or injury occurring to the following family members of an employee: spouse, parent, child, parent-in-law, grandchild and/or a person who resides with an employee or with whom the employee resides, such employee may request, and if so, shall be granted a paid leave of absence which shall not exceed four (4) working days per fiscal year. The definition also includes brothers, sisters, aunts, uncles, nieces and nephews as well as those persons who are not related, but are considered a family member. Family members defined above include common law and same sex-spouse, and step relations. The Employer may request and if so, shall be provided with documentation verifying the appointment, illness or injury of the family member.

The purpose of this leave shall be to enable employees to attend to the immediate needs of their family member. The employee agrees to make reasonable effort to ensure appointments are scheduled outside their regular working hours.

In the event an employee has exceeded their four (4) day limit on family responsibility leave but still requires time to deal with family responsibilities, such employee will be able to use their vacation or banked overtime instead of taking time without pay.

27.10 **Compassionate Care Leave**

In the event an employee has a family member (as defined in Article 27.06 (a), Bereavement Leave) who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed twenty-eight (28) weeks in total.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance (E.I.) funds. Upon request, the employee will provide the Employer with a copy of their medical documentation required by E.I. in order to access E.I. benefits.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 27.06 Bereavement Leave, of this collective agreement.

27.11 **Negotiation Leave**

The Employer shall allow two (2) employees time off with pay for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer shall pay each employee their regular days' pay for each day they are required to be in attendance at negotiations. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

27.12 **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.
- (b) Employees may use Domestic Violence Leave to:
 - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence
 - (ii) obtain services from a victim services' organization
 - (iii) obtain psychological or other professional counselling
 - (iv) temporarily or permanently relocate to a safe place
 - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.
- (c) There are two (2) 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 (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

- (d) Employees are entitled to be paid to a maximum of five (5) days of 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.
- (e) 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.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) 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. Employers and employees may agree to a different schedule for returning to work.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

27.13

Critical Illness of a Child Leave

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

- (a) Employees must have completed at least thirty (30) days' employment, and are:
 - (i) a parent of a child;

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

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

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

27.14

Disappearance or Death of a Child Leave

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a

result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
 - (i) a parent of a child;
 - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
 - (iii) a person with whom the child was placed for the purposes of adoption;
 - (iv) the guardian or foster parent of a child; or,
 - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (b) Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

27.15

Organ Donation Leave

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

- (b) Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.
- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

27.16 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for other new or old leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

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

27.17 **Confirmation of Time Off**

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

ARTICLE 28 JOB DESCRIPTIONS

28.01 Job classifications are as set out in Appendix "B" of this Agreement.

28.02 Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the Union and employees concerned and the up-to-date job descriptions shall be provided to an affected employee with copies forwarded to the Union.

ARTICLE 29 ADJUSTMENT OF GRIEVANCES

29.01 Any complaint, disagreement or difference of opinion between the Employer, 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 Information

Where the Union requires information regarding a grievance, hours of work, and/or seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request either verbally or in writing to the Union. The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

29.03 Interview of Employees

The Employer agrees whenever interviewing employees for the purpose of their work record, which interview is to be recorded on the employee's personnel file, that a Shop Steward shall be present at all times unless the employee involved waives the right.

29.04 Steps of the Grievance Procedure

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) days worked following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

29.05 All grievances shall be submitted in writing.

29.06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step One:

By a discussion between the employee and/or the Union Representative with the Manager or designate.

- (a) When an employee takes a grievance to the Union Representative, Step One of the grievance procedure shall be complied with, providing the Union Representative files the grievance, in writing, with the Manager. The Manager shall reply to the grievance in writing within five (5) working days to the Union. If after five (5) working days a satisfactory settlement has not been reached, the Union Representative may proceed to Step Two.
- (b) If an employee takes a grievance to the Manager or designate and a satisfactory settlement has not been reached within five (5) working days, then:

Step Two:

The Union Representative or Representatives may take the matter up with the person on the Board of Directors designated to deal with Labour Relations matters. If the matter is not taken up within ten (10) working days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited

29.07 If 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 arbitration in accordance with Article 31, Arbitration. The Union and Employer may, at the request of either party, agree to mediation in accordance with Article 30, Mediation.

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

29.09 All time limits set out in this Article are intended to mean working days, and do not include Saturdays, Sundays, recognized holidays, grievor's vacation or illness days.

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

29.11 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step Two of the Grievance procedure.

ARTICLE 30 MEDIATION/CONCILIATION

30.01 Government Appointed Mediator

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

30.02 Mutually Accepted Mediator

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.

30.03 Conciliation

The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer 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 matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer 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 Conciliation services are not available through provincial legislation.

ARTICLE 31 ARBITRATION

31.01 If the Union and the Employer cannot reach an agreement, upon request of either party the grievance shall be submitted to an arbitrator who shall be chosen on a rotating basis from the following:

- (a) Blair Graham
- (b) Gavin Wood
- (c) Colin Robinson
- (d) Patrick Riley

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

31.03 Arbitrators shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above arbitrators are willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the first available arbitrator on the above list.

31.04 The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing, unless this time limit is extended as mutually agreed between the parties.

31.05 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.

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

31.07 Arbitrators shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as they deem essential to a full understanding and determination of the issues involved. In reaching a decision, arbitrators shall be governed by the provisions of this Agreement and shall render their decision within thirty (30) calendar days from the last day of the hearing.

31.08 **Arbitrator Decision Binding**

The findings and decision of the Arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.

31.09 It is the intention of the parties that this article provides 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 proceedings to adjust grievances in accordance with the provisions of this article.

31.10 In the event of a termination, discharge, or suspension of an employee, arbitrators 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 which they deem equitable.

31.11 **Arbitrator Costs Shared**

 The Union and the Employer agree each to be responsible for one-half (½) the total cost of the Arbitrator.

ARTICLE 32 REPRIMANDS

32.01 The Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

 In unusual circumstances where it is necessary for the Employer to advise the employee by mail of discharge, the Union office will be mailed a copy of such notice.

32.02 The employee will be given a copy of any reprimand and other written discipline which is to be entered in an employee's personnel file.

32.03 The Employer agrees, when submitting written notices of suspension, disciplinary demoting or dismissal, to give a copy to the employee concerned with reason(s) in full, and to fax or e-mail a copy to the Union office within two (2) working days.

32.04 The Employer shall keep only one (1) personnel file per employee.

32.05 Unless prohibited by provincial legislation, all resolved disciplinary notices or adverse reports will be removed from an employee's personnel file after eighteen (18) months from the date of the incident giving rise to the disciplinary notice or adverse report. The Employer will not use such notice or adverse report against the employee after this eighteen (18) month period.

ARTICLE 33 TRAVEL ALLOWANCE

33.01 Employees required to travel, as part of their job, will receive the sum of forty-five (45¢) cents per kilometre for each kilometre required and authorized to travel.

33.02 Any employee required to return to the workplace for a meeting or to any other meeting location which requires round trip travel in excess of twenty (20) kilometres will be paid forty-five (45¢) cents per kilometre for each kilometre traveled over and above twenty (20) kilometres.

33.03 Employees will be entitled to payment for all legitimate, authorized expenses related to such travel. Such expenses must be accounted for and presented to the Manager or designate to entitle the employee to payment.

ARTICLE 34 WORKERS COMPENSATION BENEFITS

34.01 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.

34.02 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving the weekly indemnity benefits that are provided for in the Collective Agreement. In such instances the employees agree that if their appeal is accepted by the Workers Compensation Board the insurance carrier shall then be reimbursed for all monies owing to them.

34.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee 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.

34.04 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 were unable to work because of the injury and/or illness.

ARTICLE 35 HARASSMENT/ABUSE

35.01 The Employer and the Union agree that discrimination or harassment as defined in "The Human Rights Code of Manitoba" and Workplace Health and Safety Legislation in the Province of Manitoba shall not be condoned. Both parties will work together in recognizing and resolving such concerns as they arise.

35.02 No Harassment/Abuse Policy

The joint Labour/Management Health and Safety Committee will develop a No Harassment/Abuse Policy in accordance with provincial health and safety legislation and regulation. The policy will be reviewed annually by the health and safety committee and updated, if necessary. The "No Harassment/Abuse Policy" will be posted in the workplace and a copy will be given to each employee and the union representative within six (6) months of ratification of this collective agreement and, thereafter, within one (1) month of each update of the policy.

35.03 Complaints of discrimination or harassment may be submitted to the Assistant Manager or Manager, or to the Board of Directors where management is involved.

35.04 Such grievances shall be handled confidentially except for disclosure to the alleged harasser.

35.05 Should such complaints be referred as well to the Human Rights Commission, any internal procedure shall come to an immediate and final end in deference to the Commission.

ARTICLE 36 ORIENTATION PROGRAM

36.01 The Employer agrees that new employees shall be allowed up to fifteen (15) minutes' time off with pay in order to meet with a Shop Steward or full-time Union Representative for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the United Food and Commercial Workers Union, Local No. 832. This meeting shall take place at a time mutually agreed to between the full-time Union Representative and the Employer. Once the Union Rep has received appropriate notification from the Employer, the rep will contact the Employer to arrange an appropriate time and date for such meeting.

ARTICLE 37 JOINT BOARD LABOUR/MANAGEMENT MEETING

37.01 A joint meeting of all employees, management, and board members will be held once per year in November if practicable, at a time mutually convenient to discuss matters of mutual concern to promote a more harmonious relationship between the Employer and its employees.

37.02 At the request of the employees or of management, meetings will be convened within two (2) weeks of the request for the purposes of reviewing issues of mutual concern between employees and management. All time spent at such meetings will be during working hours.

ARTICLE 38 JOB LOSS COMMITTEE

38.01 In the event any employees may permanently lose their job due to technological change, down sizing or restructuring of the workplace, the Employer and Union will form a Job Loss Committee consisting of equal representation from the Employer and the Union. Union members on the committee will be appointed by the Union and could include the full-time union representative, representatives from the UFCW Training Centre and /or union shop stewards and union members. The purpose of the Job Loss Committee will be to assist the affected workers.

ARTICLE 39 EDUCATION AND TRAINING TRUST FUND

39.01 The Employer shall contribute four hundred (\$400.00) dollars per calendar year into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

39.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the March in each calendar year.

ARTICLE 40 FINAL OFFER SELECTION

40.01 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.

40.02 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.

40.03 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 the decision within twenty-eight (28) days of appointment as Selector 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.

40.04 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 41 APPENDICES

41.01 It is understood and agreed by the Employer and the Union that all appendices, as attached to this Agreement, form an integral part of this Collective Agreement.

ARTICLE 42 APPLICATION OF AGREEMENT

42.01 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 43 EXPIRATION AND RENEWAL

43.01 This Agreement shall be in effect from April 1, 2022 until March 31, 2025, and thereafter from year to year, unless either party should, not less than thirty (30) days or more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision of it.

43.02 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.

43.03 This Agreement may be amended during its term by mutual agreement.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE

A-1 Sick Leave

A-1.01 Full-time employees shall accumulate one (1) day of sick leave for each month of employment up to a maximum of **eight hundred (800)** hours. The Employer may require a doctor's report from employees entitled to this benefit in appropriate circumstances. All employees with accumulated sick time greater than **eight hundred (800)** hours as of the date of ratification shall be allowed to retain their accumulated time until usage of such time reduce said accumulated amount to below the maximum. At that time, the maximum of **eight hundred (800)** hours shall apply.

A-1.02 Part-time employees will accumulate one (1) day of sick leave for each one hundred and fifty-two (152) hours worked, up to a maximum of eight hundred and forty (840) hours. The maximum accumulation for part time employees shall be pro-rated based on the actual number of hours worked by the employee. The Employer may require a doctor's report from employees entitled to this benefit in appropriate circumstances.

A-1.03 Said sick leave benefits may be reduced or eliminated for any employee found to be abusing these sick leave benefits, in addition to any discipline, up to and including discharge, which may be appropriate in the circumstances.

A-1.04 The Employer agrees to maintain records of the amount of sick leave to which any current employee is entitled and to make the total available to the Union or to the employee upon written request.

A-1.05 To the extent possible employees will schedule appointments at times that don't interfere with work and will take the minimum time off necessary for that purpose. Where time from work must be missed employees shall be entitled to utilize accumulated paid sick leave days when attending doctor's appointments and/or dental appointments. In such cases, said appointments must be substantiated by a doctor's certificate.

A-1.06 In the event the Employer requires or requests an employee provide a certificate from a doctor or other health care provider, the Employer will reimburse the employee for the full cost the employee incurred in obtaining the certificate. Such reimbursement will be made within two (2) calendar weeks of the Employer receiving the copy of the receipt issued by the doctor or other health care provider.

A-1.07 **Long Service Severance Bonus**

For employees with ten (10) or more years of continuous employment, upon retirement an employee shall be paid out thirty (30%) percent of all accrued sick leave. After fifteen (15) years, forty (40%) percent of all accrued sick leave and after twenty (20) years, fifty (50%) percent of all accrued sick leave, after twenty five (25) years, sixty (60%) percent of all accrued sick leave, **after thirty (30) years, seventy (70%) percent of all accrued sick leave.**

A-1.08 Perceived abuse of sick leave benefits shall be addressed through the Employee Attendance Management Program.

A-2 Manitoba Food & Commercial Workers Dental Plan

A-2.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-**seven** (37¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include sick pay, vacation and general holiday to a maximum of the basic work week.

If required the Employer agrees to pay up to one (1) cent per hour per calendar year in addition to the above noted **amount** to continue the existing benefits or improve the benefits, or go to the next annual dental fee schedule.

A-3 Pension Plan

A-3.01 Effective on the date of ratification, the Employer shall make a direct contribution to the Canadian Commercial Workers Industry Pension Plan of twenty (20¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include time taken off work for paid sick leave, weekly indemnity benefits, vacations, general holidays and any paid leave of absence up to a maximum of the basic work week.

For purposes of pension and RRSP contributions, a driver's full route shall be considered four (4) hours of actual work and a half route shall be considered two (2) hours of actual work.

A-3.02 The Employer will contribute payment to an Employee Group Retirement Savings Plan in the amount of seventy five (75¢) cents per hour paid. The employees will have the option to match the Employer's contribution on a voluntary basis through a payroll deduction administered by the Employer.

A-3.03 The Employer shall sign a "Participation Agreement" and shall supply any other documents, forms, reports or information required by the Trustees of the Pension Plan. The Employer shall abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-3.04 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded to the Plan by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-4.01 The Employer agrees to offer Group Insurance Plan Great-West Life Option 1 for eligible employees in the bargaining unit who work twenty or more hours per week, which currently includes:

- Life Insurance (A-5)
- Dependent's Insurance (A-6)
- Accidental Death and Dismemberment (A-7)
- Vision Care Benefits (A-8)
- Prescription Drug Benefits (A-9)
- Extended Health Care (A-10)
- Long Term Disability (A-11)

To be eligible for these group insurance plan benefits an employee must have completed three calendar months of employment and must be regularly scheduled to work twenty (20) or more hours per week.

A-4.02 Premiums for the Group Insurance Plan will be cost shared at sixty (60%) percent for the employer and forty (40%) percent for employees.

In the event the Employer changes from one benefit provider to another, employee benefits must be maintained at the previous level with the previous terms and there will be no additional qualification periods or costs. Employee benefits may increase from the previous provider but under no circumstances will benefits decrease or cost increase unless mutually agreed between the Union and Employer.

A-4.03 The Employer will provide each employee and the Union with current copies of the benefit summary booklets. The Union will be provided with a current copy of the plan text and costs of providing the group insurance plan benefits for each employee and will be provided with updated copies whenever changes are made in the Plan or costs of providing the Plan.

A-4.04 Prior to the contract with the current benefit carrier expiring, the Employer will meet with the Union to explore alternatives that provide comparable or better benefits. The Employer's present benefit plan and cost sharing agreements shall remain in full force and effect until such time as the employees are eligible to commence receiving benefits under any new plan(s).

A-4.05 Any Social Services funds that may become available over the life of this agreement shall be shared with the employees following discussions with the Union on the proper allocation of those funds. Should the parties not reach mutual agreement regarding the allocation of these funds within a reasonable time the matter may be referred by either party to the mediation or arbitration (Article 31) procedures of this collective agreement.

A-5 Life Insurance Benefits

A-5.01 All eligible employees shall be entitled to life insurance benefits for themselves. The principle sum that is payable shall be two (2) times the employee's annual earnings to a maximum of one hundred (\$100,000.00) thousand dollars. The life insurance benefit reduces by fifty (50%) percent at age sixty-five (65) and terminates at age seventy (70) or retirement, whichever is earlier.

A-6 Dependent Life Insurance Benefits

A-6.01 All eligible employees shall be entitled to life insurance for their spouse and dependent children. The principle sum that is payable shall be five (\$5000.00) thousand dollars for spouse and twenty-five (\$2500.00) hundred dollars per child. The dependent life insurance terminates at age seventy (70) or retirement, whichever is earlier.

A-7 Accidental Death and Dismemberment Benefits

A-7.01 All eligible employees shall be entitled to accidental death and dismemberment benefits for themselves. The principle sum that is payable for injuries resulting from any one (1) accident shall be two (2) times the employee's annual earning to a maximum of one hundred (\$100,000.00) thousand dollars. The accidental death and dismemberment insurance benefit reduces by fifty (50%) percent at age sixty-five (65) and terminates at age seventy (70) or retirement, whichever is earlier.

A-8 Vision Care Benefits

A-8.01 All eligible employees shall be entitled to vision care benefits for themselves and their eligible dependants. Vision care benefits shall cover eighty (80%) percent of the cost of eyeglasses and/or contact lenses and/or eye exam appointments to a maximum of two hundred and fifty (\$250.00) dollars per employee and two hundred and fifty (\$250.00) for each eligible dependent every two (2) years.

A-9 Prescription Drug Benefits

A-9.01 All eligible employees shall be entitled to prescription drug benefits for themselves and their eligible dependants. Prescription drug benefits shall cover eighty (80%) percent of the cost of prescription drugs up to the employee's Pharmacare deductible based on those drugs covered by Pharmacare. (Any employees currently on drugs not covered by Pharmacare shall be allowed to continue as long as medically required.)

A-9.02 A card will be issued to each employee to direct bill prescription drug purchases.

A-10 Extended Health Care Benefits

A-10.01 Extended health care benefits includes, but is not restricted to, the following:

80% coverage for each of the following:

- Hospital Care
- Outside of Canada Emergency Medical Treatment

50% coverage for:

- Referral outside Canada for Medical Treatment Available in Canada

\$500.00 maximum coverage per calendar year for each of the following Professional Services:

- Chiropractor
- Osteopath
- Podiatrist
- Massage therapist
- Naturopath

- Speech Therapist
- Physiotherapist
- Psychologist

Hearing Aides to the maximums allowed by the Plan

A-11 Long Term Disability Benefit

A-11.01 The Long Term Disability Plan will pay 66.7% of monthly earnings to a maximum of two (\$2000.00) thousand dollars per month. There is a one hundred and nineteen (119) day qualifying period. The LTD benefit is payable to age 65 or retirement, whichever is earlier.

A-11.02 The long term disability benefit is non-taxable as the employee pays the entire premium cost for the benefit.

APPENDIX "B"

WAGES AND CLASSIFICATIONS

B-1 Wages, Classifications and Departments

	<u>Current</u>	<u>April 1/2022</u>	<u>April 1/2023</u>	<u>April 1/24</u>
<u>Day Service Worker Classification</u>		3.50%		
Direct Service Professional (DSP), Recycling, Wood Working, Packaging, Retirement, Sewing Departments				
Start	\$15.14	\$15.67	\$19.00	\$19.00
After Probation	\$15.43	\$15.97	\$19.30	\$19.30
After 1 year	\$15.70	\$16.25	\$19.58	\$19.58
After 2 years	\$15.98	\$16.54	\$19.87	\$19.87
After 3 years	\$16.31	\$16.88	\$20.21	\$20.21
After 4 years	\$16.54	\$17.12	\$20.45	\$20.45
<u>Driver Classification</u>			2.00%	2.00%
Class 3/Air Brake Driver, Route Driver Departments		Service Worker Classification Rates		
Start	\$18.49	\$19.14	\$19.52	\$19.93
After Probation	\$18.86	\$19.52	\$19.91	\$20.33
After 1 year	\$19.21	\$19.88	\$20.28	\$20.71
After 2 years	\$19.59	\$20.28	\$20.68	\$21.12
After 3 years	\$19.97	\$20.67	\$21.08	\$21.53
After 4 years	\$20.36	\$21.07	\$21.49	\$21.95
<u>General Help Classification/ Department</u>				
Start		Minimum Wage in Manitoba		

If the funding available to be used for wages provided by Government increases during the term of this Agreement, the Employer shall pass on such increases to the Employees consistent with the funding increase. Wage increases will apply and be effective as of the day the increased funding is received by the Employer.

- All employees will remain in their current positions.
- All employees will be assigned to a specific department as outlined in the scale above.
- Employees may be required to help out in other departments on occasion due to work shortages or work influxes providing they are trained properly to do so.
- Vacation will continue to be scheduled in the same manor.
- Job positions will continue in the same manor.
- All seniority dates will be the date in which the employee reached permanent status.

B-1.02 Employees who also work in the Residential Program will be paid for such hours of work at the rates of pay in the collective agreement between EPIC de St Malo Inc./SMILE of St Malo Inc. for Residential employees and United Food and Commercial Workers, Local 832. Hours worked will, however, count for payment of overtime beyond eighty (80) hours of work bi-weekly.

B-2 Long Service Premium

Long term employees shall receive a premium as follows:

Ten (10) years of service	fifty (\$.50) cents per hour
Fifteen (15) years of service	seventy (\$.70) cents per hour (Inclusive of the previous fifty (\$.50) cents)
Twenty (20) years of service	ninety (\$.90) cents per hour (Inclusive of the previous seventy (\$.70) cents)
Twenty Five (25) years of service	One dollar and ten cents (\$1.10) per hour (Inclusive of the previous ninety (\$.90) cents)

B-3 Full-time increment increases will occur on the employee's anniversary date. Part-time and casual increment increases will occur where one (1) year equals thirteen hundred (1300) hours worked and/or paid. Part-time and casual employees will receive incremental increases every thirteen hundred (1300) hours or every twelve months, whichever is greater.

B-4 Lead Hand Premium

In recognition of additional departmental duties including but not limited to some of the day to day decision making, some staffing assignments, primary contact with management, training and training assignments the Employer shall pay a fifty (\$.50) cent per hour lead hand premium to a lead hand in the recycling, wood working, sewing, packaging and direct service professional departments.

Lead hand postings will contain a job description with exact skills and qualifications required to perform all aspects of the job. In all cases the position will be awarded to the successful applicant based on seniority, skills and ability.

B-5 Retroactive Pay

All employees shall receive full retroactive pay to April 1, 2022, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

B-6 Driver Routes

Whenever a new driver route is determined necessary or a route is changed the employer will provide the Union with an updated list of all driver routes and time allocated for each route.

LETTER OF AGREEMENT

AGREEMENT BETWEEN:

EPIC de St Malo Inc. /SMILE of St Malo Inc. in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

Re: Article 1.01 Scope of Recognition

The Union and Employer agree that, during the term of this agreement which expires on March 31, **2025**, neither party will apply for merger of the two (2) bargaining units who now have the same employer (EPIC de St Malo Inc./SMILE of St Malo Inc.) but were previously included in:

- Certificate No. MLB-4789 covering employees formerly employed by La Residence De St-Malo Inc.; and

- Certificate No. MLB - 4750 covering employees formerly employed by Atelier Riviere Rouge Red River Workshop.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE


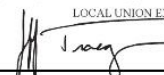
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **EPIC/SMILE de St. Malo (Day Program)** contain the following statements:

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

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

Please complete Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 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 INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
COMPANY NAME	TOWN/NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <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 dues shall be used for the purposes of the United Food & Commercial Workers International Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the United Food & Commercial Workers International Union. I agree to provide my personal information to the United Food & Commercial Workers International Union for the purposes of the 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: 	

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.

LETTER OF UNDERSTANDING

BETWEEN:

EPIC de St Malo Inc. /SMILE of St Malo Inc., (Day Program) in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

RE: NEW POSITON – Maintenance

The parties agree to add a new "Maintenance" position to the Day Service Worker Classification.

APPENDIX "B"				
B-1 WAGES, CLASSIFICATIONS AND DEPARTMENTS				
	<u>Current</u>	<u>April 1/2022</u>	<u>April 1/2023</u>	<u>April 1/24</u>
<u>Day Service Worker Classification</u>		3.50%	2.00%	2.10%
Direct Service Professional (DSP), Recycling, Wood Working, Packaging, Retirement, Sewing, Maintenance Departments				
Start	\$ 15.14	\$ 15.67	\$ 15.98	\$ 16.32
After Probation	\$ 15.43	\$ 15.97	\$ 16.29	\$ 16.63
After 1 year	\$ 15.70	\$ 16.25	\$ 16.57	\$ 16.92
After 2 years	\$ 15.98	\$ 16.54	\$ 16.87	\$ 17.22
After 3 years	\$ 16.31	\$ 16.88	\$ 17.22	\$ 17.58
After 4 years	\$ 16.54	\$ 17.12	\$ 17.46	\$ 17.83
<u>Driver Classification</u>				
Class 3/Air Brake Driver, Route Driver Departments		\$4 per hour in addition to Day Service Worker Classification Rates		
Start	\$ 18.49	\$ 19.14	\$ 19.52	\$ 19.93
After Probation	\$ 18.86	\$ 19.52	\$ 19.91	\$ 20.33
After 1 year	\$ 19.21	\$ 19.88	\$ 20.28	\$ 20.71
After 2 years	\$ 19.59	\$ 20.28	\$ 20.68	\$ 21.12
After 3 years	\$ 19.97	\$ 20.67	\$ 21.08	\$ 21.53
After 4 years	\$ 20.36	\$ 21.07	\$ 21.49	\$ 21.95
<u>General Help Classification/ Department</u>				
Start		Minimum Wage in Mantioba		

Once the Collective Agreement is updated this LOU will be deleted.

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

SIGNED THIS DAY OF June, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

BETWEEN:

EPIC de St Malo Inc. /SMILE of St Malo Inc., (Day Program) in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

RE: Community Living Disability Services (CLDS) funding

In light of new provincial funding made available the parties agreed to amend the wage scale as follows effective April 1, 2023:

APPENDIX "B"						
B-1 WAGES, CLASSIFICATIONS AND DEPARTMENTS						
	<u>Current</u>	<u>April 1/2022</u>	<u>April 1/2023</u>	<u>April 1/2024</u>	<u>Old April- 1/2023</u>	<u>Old April- 1/2024</u>
<u>Day Service Worker Classification</u>		3.50%				
Direct Service Professional (DSP), Recycling, Wood Working, Packaging, Retirement, Sewing Departments						
Start	\$ 15.14	\$ 15.67	\$ 19.00	\$ 19.00	\$ 15.98	\$ 16.32
After Probation	\$ 15.43	\$ 15.97	\$ 19.30	\$ 19.30	\$ 16.29	\$ 16.63
After 1 year	\$ 15.70	\$ 16.25	\$ 19.58	\$ 19.58	\$ 16.57	\$ 16.92
After 2 years	\$ 15.98	\$ 16.54	\$ 19.87	\$ 19.87	\$ 16.87	\$ 17.22
After 3 years	\$ 16.31	\$ 16.88	\$ 20.21	\$ 20.21	\$ 17.22	\$ 17.58
After 4 years	\$ 16.54	\$ 17.12	\$ 20.45	\$ 20.45	\$ 17.46	\$ 17.83
<u>Driver Classification</u>			2.00%	2.10%		
Class 3/Air Brake Driver, Route Driver Departments		Service Worker Classification Rates				
Start	\$ 18.49	\$ 19.14	\$ 19.52	\$ 19.93		
After Probation	\$ 18.86	\$ 19.52	\$ 19.91	\$ 20.33		
After 1 year	\$ 19.21	\$ 19.88	\$ 20.28	\$ 20.71		
After 2 years	\$ 19.59	\$ 20.28	\$ 20.68	\$ 21.12		
After 3 years	\$ 19.97	\$ 20.67	\$ 21.08	\$ 21.53		
After 4 years	\$ 20.36	\$ 21.07	\$ 21.49	\$ 21.95		
<u>General Help Classification/ Department</u>						
Start		Minimum Wage in Manitoba				

This letter of understanding (LOU) shall be subject to Union ratification. If agreed by the Union membership the Collective Bargaining Agreement (CBA) shall be amended to reflect the new scale outlined above.

The Employer shall begin to pay the above wages effective April 1, 2023. In the event the Union member chooses not to accept this LOU the wages shall return to the original rates and there shall be no claw back of any money paid from April 1, 2023 to the date in which the wages are re-adjusted.

In addition the parties agree to add the following language directly below the new wage scale outlined above.

“If the funding available to be used for wages provided by Government increases during the term of this Agreement, the Employer shall pass on such increases to the Employees consistent with the funding increase. Wage increases will apply and be effective as of the day the increased funding is received by the Employer.”

This LOU shall form part of the CBA.

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

SIGNED THIS DAY OF , 2023.

FOR THE UNION:

FOR THE EMPLOYER:
