

COLLECTIVE AGREEMENT

BETWEEN:

CUPE | *Canadian Union
of Public Employees*
LOCAL 2348

- AND -

IMMIGRANT CENTRE OF MANITOBA INC.

**TERM OF AGREEMENT:
DECEMBER 1, 2021 TO MARCH 31, 2028**

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- (d) To promote the welfare and goals of the Immigrant Centre of Manitoba Inc. for the efficient operation and delivery of services.

Temporary employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions after six (6) months.

Temporary employees shall take earned vacation time within the terms of their employment unless mutually agreed upon by the employee and employer.

A "contract employee" is one who works on a specialized project funded through municipal, provincial, federal or other grant. By mutual agreement between the Employer and the Union, a contract employee may have their wages, benefits and inclusion in the bargaining unit restricted.

A contract employee (subject to a case by case reviewed by the parties) will not be eligible for benefits in the first year of employment; unless included in the funding agreement.

A contract employee shall take earned vacation within the contracted funding year.

The Employer agrees in principle that contract employees should be paid according to the Union wage scale for their classification, if applicable.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 **Definitions**

- (a) An "employee" is a person employed by the Employer and covered by this Agreement.
- (b) A "full-time employee" is one who regularly and recurrently works thirty-five (35) hours weekly.

- (c) A “part-time employee” is one who regularly and recurrently works less than thirty-five (35) hours weekly.
- (d) A “temporary employee” is one who works full-time or part-time but the duration of the employment is limited to a specific number of hours, days, weeks or months.

The term of employment will not exceed twelve (12) months unless mutually agreed. Temporary employees working consecutive terms shall have their service deemed to be continuous, however.

Temporary employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions after six (6) months.

It is generally agreed that permanent positions are favourable and both parties will attempt to protect permanent positions. A term will not be unreasonably extended to deprive an employee of a permanent position.

Temporary employees shall not accrue seniority for a period of one (1) year of employment, but will become permanent and accrue seniority thereafter. The one (1) year period may be extended with the mutual agreement of the parties.

- (e) A “casual employee” is one who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage and whose rights under the Collective Agreement are limited to the provisions of Article 1.04.
- (f) The term “Union” shall mean the Canadian Union of Public Employees and its Local 2348.
- (g) The term “Employer” shall mean Immigrant Centre of Manitoba Inc.
- (h) A “contract employee” is one who works on a project funded through municipal, provincial, federal or other grant. By mutual agreement between the Employer and the Union, a **contract** employee may have their wages, benefits and inclusion in the bargaining unit restricted.

The Employer agrees in principle that grant employees should be paid according to the Union wage scale for their classification, if applicable.

1.04 The terms of this Agreement shall only apply to casual employees as follows:

- (a) Casual employees shall receive vacation pay weekly at the rate of four percent (4%) of the regular hours worked in a weekly pay period.

- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall receive increments after the completion of the appropriate yearly hours of work at Immigrant Centre of Manitoba Inc. until the maximum rate of the appropriate salary schedule is attained.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1½ x).
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.
- (f) The Employer agrees to deduct Union dues in any amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 6.
- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at **their** basic rate of pay.
- (i) Articles 12 and 13 herein apply only with respect to the terms of this Article.

1.05 All employees, excluding casuals, shall receive the wage rates, conditions of employment and prerequisites specified in this Collective Agreement on a pro rata basis according to their hours of work. Membership in benefit plans shall be subject to the terms and conditions outlined in the benefit plan.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

2.02 The Employer shall exercise its right to direct the working force reasonably and in good faith. This right shall not be used in a manner that would deprive present employees of their employment, except through just cause.

- 2.03 All employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that rules, policies, regulations, directives and orders are not inconsistent with the provisions of this Agreement or Provincial or Federal statutes or laws.**

ARTICLE 3 - RECOGNITION

3.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as the sole and exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. 6860 issued on December 6, 2011, and/or listed in Schedule "A".

3.02 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.

- 3.03 This Agreement is fully applicable to all part-time and temporary employees on a pro rata basis based on actual hours worked.

3.04 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any job, which are included in the bargaining unit, except in the following circumstances:

- (a) Cases of illness or absence of a bargaining unit member provided such illness or absence does not exceed one (1) week in duration;
- (b) For temporary relief during breaks, lunch or short absences such as medical appointments, which shall normally not exceed one-half (½) day in duration.

3.05 **Use of Volunteers**

At the start of each fiscal year or as soon thereafter as practicable, the Employer shall advise the Union of the number of positions for which program funding is being sought. Upon confirmation of available funding for the fiscal year, the Employer shall advise the Union of the total number of positions for which funding is available. Subsequently, the Employer shall fill vacancies, if any, in accordance with Article 16 therein.

The Employer may otherwise utilize the services of volunteers to perform any work as and when required provided program funding is not available to hire additional staff to perform such work.

The Employer will advise the Union, in writing, when it utilizes the services of volunteers because program funding is not available to hire additional staff to perform such work. The Employer further agrees that the utilization of volunteers, when program funding is not available, will not be used in an arbitrary or unreasonable manner.

3.06 No Contracting Out

The Employer agrees that, except as set out below, services, or work currently performed by members of the bargaining unit or capable of being performed by members of the bargaining unit, shall not be contracted out or transferred, in whole or in part, to any non-unit person, company or agency resulting in the layoff or reduction in the wages or hours of work of members of the bargaining unit.

The Employer agrees to give notification and/or consult with the Union when work may be contracted out, or existing contracts are to be renewed. Notice shall include:

- (a) reasons for the contracting out;
- (b) duration of the contract;
- (c) any potential effects on staffing levels; and
- (d) tender information, if available.

The Union will have reasonable opportunity to suggest ways in which the work might otherwise be performed. The Employer will give due consideration to these suggestions before making its final decision. The final determination as to whether or not work will be contracted out is the Employer's, and the decision is non-grievable.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination practised as defined in the *Human Rights Code* of Manitoba and further the Employer and the Union agree that there shall be no discrimination, restrictions, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge by reason of political affiliation or activity, sexual orientation, sex, including pregnancy, marital status, family relationship, parental status, place of residence, physical handicap, age, physical appearance, non-violent criminal record, history of mental health problem/treatment, nor by reason of their membership or activity in the Union unless unusual circumstances (e.g.

employment equity) require whereby mutual consent of the Employer and the Union shall be required.

4.02

Respectful Workplace Progressive Discipline

The Employer and the Union jointly affirm that every employee shall be treated fairly. The environment must be free of all forms of harassment/bullying. The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of its employees and members which would jeopardize their dignity and well-being and/or undermine work relationships and productivity. Harassment/bullying is an unacceptable behaviour in our workplace.

- (a) No individual shall suffer from or be exposed to harassment/bullying at work based upon characteristics that include age, race, colour, political or religious affiliation, sex, sexual orientation, or marital status, mental or physical disability, record of criminal offences, nor by reason of membership or activity in the Union.
- (b) Personal harassment/bullying is defined as repeated, unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- (c) Sexual harassment/bullying is a particularly objectionable course of conduct or comment which cannot be tolerated, as it represents an unwanted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment/bullying is:
 - (i) unwanted sexual attention of a persistent or abusive nature; or
 - (ii) an implied or expressed promise of reward for complying with a sexually-oriented request; or
 - (iii) an implied or expressed statement that compliance with a sexually-oriented request is expected in order to maintain existing benefits; or
 - (iv) an implied or expressed threat or reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually-oriented request; or
 - (v) sexually-oriented behaviour, language and printed matter (including but not limited to jokes, anecdotes and pictures) of a persistent and unwelcome nature which create a negative, psychological and emotional environment for work.

- (d) Racial discrimination is a form of harassment/bullying defined as:
- (i) differential treatment of an individual because of race, colour, nationality or ethnic origin; or
 - (ii) an action or policy which has an adverse impact on an individual because of their race, colour, nationality or ethnic origin; or
 - (iii) use of stereotyped images or language (including jokes and anecdotes) which suggest that all or most members of a racial or ethnic group are the same, thereby denying their individuality as persons, when such conduct has the purpose of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- (e) It is both the right and the responsibility of any employee who believes that they have been subjected to harassment/bullying as defined above to immediately report such concerns to the Employer or the Union. The Employer and/or the Union shall undertake to investigate all alleged occurrences expeditiously. The complainant will be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude any employee from filing a grievance.
- The Union will make a recommendation where the harassment/bullying is between two (2) members of the bargaining unit.
- (f) All information, documented or otherwise, pertaining to complaints of harassment/bullying and the investigation shall be dealt with in strict confidence and as expeditiously as possible.
- (g) In cases of harassment/bullying, the individual has the right to request, through the **Chief Executive Officer (CEO)**, to discontinue contact with the alleged harasser without any penalty, pending determination of the investigation under this Article. Such request shall not be unreasonably withheld. In cases where harassment/bullying may result in the transfer of an individual, where possible it shall be the alleged harasser who is transferred. The individual who is harassed will not be transferred against his/her will.
- (h) Any employee who, as a result of a full investigation is determined to be in violation of this Article may be subject to disciplinary action.
- (i) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a valid harassment/bullying complaint.

- (j) In order to safeguard employees against the effects of unfounded or malicious allegations of harassment/bullying, false and/or vindictive complaints may be grounds for disciplinary action.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS

- 5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall become members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and the provisions of the *Labour Relations Act* of the Province of Manitoba shall apply in the case of “conscientious objectors”.

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, or assessment levied by the Union on its members.

The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability, which the Employer may incur as a result of such deductions.

- 6.02 Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of union dues deducted from the employee in the previous year.

- 6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessment and such change shall occur no more frequently than twice per twelve (12) month period.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

7.02 Copies of Agreement

On commencing employment, the employee's supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative will provide them with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

7.04 The Employer shall permit up to one (1) meeting per calendar month for Union business during work hours. The first hour of which shall be in place of the unpaid lunch break and up to one (1) additional hour per meeting, at the expense of the Employer. Any time not used in one (1) calendar month shall not be carried forward to a subsequent calendar month. Wherever possible, the Union shall make every effort to notify the CEO at least one (1) week prior to the date of such meetings.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties concerning the Collective Agreement shall be copied to the National Representative.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of maximum service to the clients and in the maintaining of harmonious relations.

9.02 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Union Negotiating Committee

Three (3) employees shall be allowed to attend meetings with the Employer for the purpose of contract negotiations, **two (2) would be paid by the Employer and one (1) would be paid by the Union through reimbursing the Employer.** The Union will advise the Employer of the members of its negotiating committee.

10.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/Advisor(s) shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance.

In the interest of building strong working relationships at all levels at the Immigrant Centre, employees/Union representatives may have access to the Board of Directors to make a presentation as requested. Such request would be sent to the Chair of the Board and shall not be unreasonably denied.

Further, employees are encouraged to volunteer to participate on Board Committees. Such volunteerism will not be mandatory, shall not interfere with the regular work of the employee and shall be considered as unpaid time.

ARTICLE 11 - RESOLUTION AND REPORTS OF THE BOARD

11.01 Copies of Resolutions

Copies of all motions, resolutions, and bylaws or rules and regulations adopted by Immigrant Centre of Manitoba Inc.'s Board of Directors, which affect the members of this Union, are to be maintained and updated through policy manuals located in program areas of the Agency.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint up to two (2) officers, per workplace, whose duties shall be to assist any employee whom the Union represents in preparing and in presenting their grievance in accordance with the grievance procedure.

12.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that the employee will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor.

12.03 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement and shall be in writing.

12.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within fifteen (15) working days following the occurrence of the event giving rise to the grievance, the employee(s) shall, with the assistance of a representative of the Union, take up the matter with their direct supervisor.

The parties will approach the resolution of grievances in a problem-solving manner. For that purpose, any discussions and/or resolution of the grievance at this stage will be "without prejudice" to either party and will not be used and/or relied upon by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Employer and the Union. To that end the direct supervisor shall consult, as the employee deems necessary and shall render their decision within five (5) working days.

Step 2

Failing settlement being reached in Step 1, the Union will, within ten (10) working days after receiving the direct supervisor's reply, submit the written grievance to the **CEO** who shall render a decision within ten (10) working days following the date of the grievance hearing which shall be no later than twenty (20) days of receipt of such notice.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union will refer the matter to the Human Resource Committee of the Board of Directors within fifteen (15) working days, who will provide a response within fifteen (15) working days. If satisfactory settlement is not reached after the response from the Human Resource Committee of the Board of Directors, the matter can be referred to arbitration as described in Article 13.

12.05 Any grievances involving improper layoff, unjust terminations or suspensions shall bypass Step 1 and shall be submitted directly to the **CEO**.

12.06 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 of this Article may be by-passed; however, such grievance shall be filed at Step 2 within fifteen (15) working days following the occurrence of the grievance.

12.07 Failure to Act within Time Limits

The time limits specified above shall be directory in nature.

12.08 Both/either party may seek the assistance of conciliation/grievance mediation **after** Step 3 of the grievance procedure **has been completed**.

ARTICLE 13 - ARBITRATION PROCEDURE

13.01 Within fifteen (15) calendar days after **completing Step 3 of the grievance procedure** and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

13.02 The parties' preference is to appoint a sole arbitrator in rotation from the attached list (Appendix "I"). However, if either party insists, the matter shall be heard by a three-person Board.

In the case of a three-person Board, the respective nominees shall agree to the selection of a sole arbitrator within fifteen (15) calendar days following the matter being referred to arbitration.

- 13.03 In the event of a failure to agree upon the sole arbitrator, the parties, within fifteen (15) calendar days, shall agree on an Arbitration Board Chairperson. In the event of a failure to agree upon an Arbitration Board Chairperson, the Minister of Labour for the province shall be requested to appoint a Chairperson.
- 13.04 The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 13.05 The sole arbitrator or Arbitration Board shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 13.06 The decision of the sole arbitrator or Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.
- 13.07 Disagreement on Decision
- Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within seven (7) calendar days the sole arbitrator or Board of Arbitration shall reconvene to clarify the decision.
- 13.08 Expenses of the Arbitration Procedure
- Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half ($\frac{1}{2}$) the fees and expenses of the Chairperson or sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.10 **By mutual good faith, the parties will engage in discussions regarding general timelines of the process and every effort will be made to expedite the process as much as possible.**

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISMISSAL

- 14.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

- 14.02
- (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.
 - (b) All disciplinary action except a verbal reprimand shall be in writing with a copy to the steward and National Representative.
 - (c) Where considered necessary by the Employer, the Employer may **place** an employee(s) **on leave** without pay pending an investigation and it is agreed that such suspension shall not be considered disciplinary. **If an allegation is unfounded the employee will be reimbursed for lost wages. If the allegations are founded, the appropriate disciplinary action will be taken up to and including termination.**
 - (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, except a verbal reprimand, the following shall occur:
 - (i) the Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;
 - (ii) the employee affected will be given the opportunity to make **representation** at the meeting on his/her own behalf, either personally or with a representative of the Union if they so desire;
 - (iii) the Union and the employee shall be advised within a reasonable period of time of the decision of management arising out of the meeting;
 - (iv) in any case of disciplinary action, the employee concerned, or the Union on his/her behalf, shall have the right of appeal as provided in Article 12;
 - (v) **if no further discipline is imposed within eighteen (18) months, the discipline shall be removed from the personnel file.**

14.03

Unjust Suspension or Discharge

Should it be found in the course of the grievance procedure that an employee has **been unjustly** suspended or discharged, or demoted, such employee shall be immediately reinstated in their former position without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, or suspension, or demotion, or by any other arrangement as to compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board, or in the opinion of a single arbitrator if the matter is

referred to them.

By mutual good faith, the parties will engage in discussions regarding general timelines of the process and every effort will be made to expedite the process as much as possible.

14.04 Personnel Files

Upon written request of an employee, the personnel file of that employee shall be made available for **their** full examination. Such examination shall be in the presence of the **CEO**. The employee may respond in writing to any documents contained in his/her personnel file.

14.05 Subject to the provisions of Article 14.04 the personnel record may not be revealed to any other employer or agency except as herein provided:

- (a) Letters of reference, referral or approval to persons outside Immigrant Centre of Manitoba Inc. shall be given to the employee concerned for transmission by the employee;
- (b) The **CEO** may confirm information relating to the employee's status with Immigrant Centre of Manitoba Inc., e.g. length of service, job title, and duties and salary. No other information will be given unless requested in writing and then it shall be referred to the **CEO** who shall reply in writing, giving the reply to the employee concerned to be handled as in (a);
- (c) In the event a police officer, acting in the course of their duties, requests information from the personnel record beyond the scope of this provision, the inquiry shall be directed to the **CEO**.
- (d) Subject to the provisions of this article the personnel record may not be revealed to any other employer or agency except as herein or as required by law.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the date of hire in any position within the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union on request. In the event that any positions currently out of scope be placed

in the bargaining unit, the employees shall be covered under the terms and conditions of this Collective Agreement and discussions shall take place at labour management meetings prior to said positions being deemed "in-scope". Any employee in such affected positions shall have their initial start date as their seniority date.

An up-to-date seniority list will be posted on the bulletin board in January of each year.

15.03 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of six (6) months from the date of hiring, and probation shall not be extended. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. Vacation paid on termination within the probationary period shall be four percent (4%) of accrued earnings. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.04 Loss of Seniority

An employee shall lose their seniority only in the event:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign in writing and does not withdraw within two (2) working days;
- (c) they are laid off for a period of longer than twelve (12) months;
- (d) they do not report to work when recalled from a layoff after two (2) weeks' notice;
- (e) they are on a leave without pay for more than twelve (12) months;
- (f) they are in an out-of-scope position for six (6) months or longer.

15.05 Seniority in Job Sharing

When a position within the bargaining unit is divided into two or more jobs, the employee with seniority shall have the right to select the position in which the employee will work. It is understood that individuals wishing to job share must find their own job share partner and that such arrangement must be satisfactory to the Employer and the Union.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately post notice of the position in the Employer's office, and on the Immigrant Centre of Manitoba Inc.'s bulletin board in the Agency's office for a minimum of one (1) week so that all members will know about the vacancy or new position. Wherever possible, the posting will take place during the first week that the position becomes available for application. Postings to include the date posted, date of closure, date to be posted externally and be initialled by the **CEO** and Staff Union Representative. **Preference will be given to current qualified employees.**

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education skills, shift, wage or salary rate or range.

16.03 Promotions and Transfers

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant who possesses the ability, skill and qualifications, plus satisfactory past performance where applicable, in accordance with Article 16.02.

16.04 Trial Period

The successful applicant shall be notified within fourteen (14) calendar days following the selection committee's recommendation to the Employer unless the Employer chooses to either re-post or refer the decision back to the committee. Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of **three (3) months**. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position.

16.05 For the purposes of this article, casual employees and agency volunteers shall be considered senior to non-employees.

- 16.06 The starting salary of an employee shall recognize previous experience directly applicable to the job description of the position applied for. Such placement will be based upon the availability of funding and in agreement with the CEO and Shop Steward.

ARTICLE 17 - LAYOFFS AND RECALL

17.01 Definition of a Layoff

In the case of a full-time employee, a layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

In the case of a part-time employee, a layoff shall occur when there has been a reduction in the employee's regular weekly hours of work, as defined in this Agreement, which lasts for two (2) or more consecutive weeks; or, shall be deemed to occur immediately if there is a reduction of twenty-five percent (25%) or more in the employee's regular weekly hours of work.

17.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. **Wherever possible**, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up. Should an employee bump another employee, their compensation will revert to the applicable wage scales for that position, commencing at step level 1, unless otherwise agreed by the Employer.

- 17.03 Layoffs involving permanent employees shall only occur following the investigation and implementation of all other reasonable alternatives. Such alternatives may include, but are not restricted to, voluntary quits, voluntary leaves of absence, voluntary job sharing, and other employment opportunities within the Agency.

- 17.04 To the extent that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change.

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

17.06 Recall Procedure

Employees shall be recalled in the order of their seniority subject to their possessing the qualifications and ability sufficient to perform the required duties.

17.07 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

17.08 Grievance on Layoffs and Recall

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 - HOURS OF WORK

18.01 Regular hours of work in full-time employment shall be seven (7) hours per day excluding meal periods and including rest periods.

18.02 The regular work period for employees other than referred to in 18.01 shall consist of thirty-five (35) hours weekly not including meal periods but including rest periods.

18.03 Employees shall be entitled to the equivalent of one (1) unpaid uninterrupted hour meal period daily, and two (2) uninterrupted fifteen (15) minute rest periods daily.

18.04 A modified work schedule may be implemented by mutual agreement between an employee and the CEO or designate.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

All time worked and preauthorized by the Employer beyond the normal workday or weekly period as defined in Article 18 shall be considered as overtime.

19.02 Compensation for Work after Regular Scheduled Hours

(a) Overtime worked and preauthorized by the Employer after the normal hours shall be compensated for by granting equivalent time off with pay. If such compensatory time off is not granted within twelve (12) months, the overtime shall be paid for at time and one-half (1½) rates unless otherwise mutually agreed upon by the Employer and employee. In no

case shall overtime be carried forward past March 31st in any fiscal year without the consent of the Employer.

- (b) Notwithstanding 19.02 (a) an employee may bank hours at straight time unless otherwise mutually agreed.
- (c) The parties agree that all time worked beyond the normal biweekly period as defined in Article 18 shall be considered as earned overtime subject to the following:
 - (i) the activities involved are specified in the employee's job description;
 - (ii) the overtime worked is recorded, including a description of the activities involved;
 - (iii) the following activities fall under earned overtime:
 - (A) speaking engagement;
 - (B) catch-up work on weekends, evenings or early morning;
 - (C) field work, which might include meetings at night or weekends and would include the actual time in transit to and from these meetings;
 - (D) evening and weekend meetings, teaching and facilitating courses and workshops on behalf of the Employer;
 - (E) overtime is directly requested by the Employer as per #A above.
- (d) By mutual agreement between the Employer and employee, overtime may be compensated by granting time off. Earned overtime shall be compensated by granting time and one-half. Such time off shall be taken at a time mutually agreed between the CEO and the employee, but must be taken by March 31st of the fiscal year that the overtime is incurred with no carryover to the next fiscal year.
- (e) Overtime may be paid out at the rate of time and one-half (1½ x) by mutual agreement between the Employer and employee. Other than the grace period noted above, overtime cannot be carried over from year to year.
- (f) In the event of a discrepancy, the issue will be referred to the Labour/ Management Committee for resolution.

19.03 On Call Shifts

In the event that an employee is called back they shall receive an hour's pay for every hour or part of an hour actually worked during the on call shift.

19.04 Where an employee qualifies for sick leave, bereavement leave or any other approved leave during compensatory time off, there shall be no deduction from compensatory time for such absence. The period of compensatory time so displaced shall either be added to the compensatory time period or reinstated for use at a later time at the employee's option.

19.05 Flex-time Defined

All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 18 - Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as flex-time.

The need for and use of flex-time will be reviewed with employees on a regular basis and the ongoing use of flex-time will be at the discretion of the Employer in consultation with the employee.

Flex-time will be compensated by granting equivalent time off at regular rate of pay.

Employees are encouraged to take flex-time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 18 - Hours of Work) after which no further flex-time will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.

Flex-time hours must be recovered during times where relief is not required.

Flex-time banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee.

ARTICLE 20 - HOLIDAYS

20.01 The following holidays will be observed by all employees:

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

Civic Holiday

New Year's Eve Day

20.02 Compensation for Work on a Statutory Holiday

An employee who is required to work on statutory holidays shall receive compensatory time off for any time worked at the rate of one and one-half (1½) at a time mutually agreed upon by the employee and the Employer.

20.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

20.04 For special religious holidays (not included above) employees will be given up to three (3) days time off without pay to accommodate these observances. Where possible employees will be allowed to make up lost time or deduct the hours from any overtime accrued.

ARTICLE 21 - VACATIONS

21.01 Employees shall earn vacation on the following basis:

First (1 st) to fifth (5 th) years of service:	Twenty (20) days
Sixth (6 th) to fourteenth (14 th) years of service:	Twenty-five (25) days
Fifteenth (15 th) and subsequent years of service:	Thirty (30) days

21.02 Those employees not subject to any other article in this agreement shall be entitled to a vacation year designated as the twelve (12) month period commencing April 1st and ending March 31st.

Within the fiscal year commencing April 1st, the employees shall be entitled to the vacation earned during the **current** vacation year, such vacation to be scheduled by the Employer.

21.03 If a paid holiday falls or is observed during an employee's vacation period, an additional day's paid vacation shall be allowed.

21.04 Employees shall be granted a preference of vacation based on seniority. Employees who work within a team shall discuss and resolve their vacation requests with the team and their Supervisor and obtain the approval of the CEO.

21.05 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Vacation pay paid on

termination during probation period is subject to 15.03.

- 21.06 An employee shall be entitled to receive up to three (3) weeks' vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer.
- 21.07 Vacation earned in any vacation year is to be taken by the end of the **current** vacation year unless otherwise mutually agreed between the Employer and the employee.
- 21.08 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work due to physical or emotional reasons, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* to the extent that the employee has earned and not used sick leave credits as set out in 22.02.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and half (1½) days for every month an employee is employed. Part-time employees shall earn a pro rata amount of sick leave credits based on hours worked. Sick time will be paid until Long Term Disability benefits takes over at one hundred and nineteen (119) days, pursuant to Article 22.05. Should the employee be entitled to compensation from outside sources (Workers' Compensation, EI, etc.) as a result of the conditions defined in Article 22.01, the employee shall make every reasonable effort to receive such compensation and will submit proof of any payments received to the Employer. The Employer will compensate the employee for the difference between such compensation received and their regular pay less statutory deductions (CPP, EI, Income Tax) for the same period, unless restricted by outside sources, assuming the employee has earned sufficient sick time credits.

22.03 Illness in the Family

Where no one other than the employee can, without cost, provide for the needs during illness of an immediate member of their family, an employee shall be entitled to use accumulated sick leave for this purpose, up to a maximum of five (5) days per calendar year.

22.04 The Employer reserves the right to require satisfactory proof of any claim.

22.05 Absences for sick leave shall be deducted from the accumulated sick leave credits. Where an employee is absent for any part of a shift under Article 22.01 hereof, deductions from sick leave credits shall be made as follows:

(a) up to six (6) absences of two (2) hours or less per fiscal year - no deductions;

Those in excess of six (6) absences to make up time with flex-time - unless otherwise approved by Management.

(b) absences of more than two (2) hours but less than four (4) - one-half (½) day;

(c) absences of more than four (4) hours, but less than seven (7) hours - one (1) day.

22.06 Each employee shall be entitled to four (4) wellness days to be taken as they wish without further explanation, provided their work area can be managed and time is pre-approved by management. These days are a part of the current sick time accumulated, and will be granted with pay. Wellness days cannot be carried over to the next fiscal year. Wellness days are not to be used as extra holiday time. Four (4) days of wellness requested right before scheduled holidays will be presumed to be extra holidays. Wellness days can be taken with advance notice. Employees should not feel they must wait until the last minute to request a wellness day.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence with pay, providing operational requirements permit. The Union agrees to pay for all employee/Union representative wages, and all benefit costs including insurances and pension costs; and all Employer statutory payments, taxes and payroll remittances; plus an administration fee of ten percent (10%) to ensure this remains cost neutral to the Immigrant Centre.

23.02 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence, without pay, but without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

23.03 Paid Bereavement Leave

Upon written request, an employee shall be granted up to a maximum of five (5) consecutive calendar days' leave to attend to bereavement responsibilities, without loss of pay or benefits, in the case of the death of a parent, spouse, common-law spouse, sibling, fiancé, or child; and up to a maximum of three (3) days in the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian or ward, or any other relative in the household or any other relative for whom the employee has bereavement responsibilities.

Additional leave with or without pay may be granted under special circumstances at the discretion of the Employer.

23.04 Jury Duty

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

23.05 Maternity/Adoption Leave

- (a) **The provisions of this section will be in accordance with current relevant employment legislation.**
 - (i) A written request must be submitted not later than the end of the fifth month of pregnancy and not less than one (1) month before the intended date of leave.
 - (ii) The employee must have completed six (6) months of continuous employment prior to the expected date of delivery or six (6)

months of continuous employment prior to the intended date of leave unless otherwise agreed by the Employer.

- (iii) The employee must provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

(b) Parental Leave

- (A) In order to qualify for parental leave, an employee must:

- (1) be the natural mother of a child;
- (2) be the natural father of a child or he must assume actual care and control of her new-born child; or
- (3) adopt a child under the laws of the province.

- (B) As additional requirements an employee who qualifies under (A) must:

- (1) have completed six (6) continuous months of employment with the Employer; and
- (2) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- (C) An employee who qualifies in accordance with (A) and (B) is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

- (D) Subject to section (E), parental leave must commence not later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and control of the employee.

- (E) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

- (c) Employees who return to work within the leave provisions of this Article shall be placed in the same or comparable position at the same rate of pay.

- (d) During the period of leave, all negotiated benefits will accrue.

23.06 The Employer is entitled to require an employee to stop work if the state of her health becomes incompatible with the requirements of her job.

23.07 Procedure on Return from Maternity/Parental Leave

When an employee decides to return to work after maternity/parental leave, she shall provide the Employer with at least two (2) weeks' notice.

23.08 Benefits During Maternity/Parental Leave

The employee shall have the right to continue all payments of benefits during Maternity/Parental Leave as per section 26.01 with the understanding that the employee will pay one hundred percent (100%) of the benefit premiums during such period. No contributions to the organization's pension plan will be paid during this period for the employee. All benefits or pension payments during maternity/parental leave are subject to Article 26.

23.09 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing. Seniority shall not accrue during the period of absence.

23.10 Citizenship Leave

An employee shall be allowed the necessary time off without loss of pay to process their Canadian citizenship to a maximum of one-half (½) day.

23.11 Education/Education Leave

- (a) Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for educational/developmental workshops, etc. **The annual amount will be subject to the funding amount set by the Immigrant Centre Manitoba Inc.'s major funder for that fiscal year and this amount** shall be allocated per position yearly for professional development in accordance with the Agency Budget.
- (b) In cases where the Employer requests an employee to attend a conference/workshop as an Agency representative the Employer will pay all reasonable costs for travel and accommodation.
- (c) The Employer may choose conferences per year, which it deems to be beneficial to the work of the Agency. Employees will be selected, on a fair and equitable basis, to attend at the Employer's expense.
- (d) In cases where the Agency and the employee agree on the desirability of an employee to attend a major workshop and where the Agency incurs a

major expense in excess of the limits established in (a) and (b) above, the employee may be asked to guarantee continuing employment with the Agency for a specific time period following attendance at the workshop or reimburse the Agency for amounts paid in excess of (a) and (b) above. The above would be contracted prior to attending the workshop and would become a condition for attendance.

- (e) An employee wishing educational leave in excess of that accumulated as in (b) above, may negotiate for a general leave as per 23.09. Educational leave up to a maximum of one (1) year shall not be unreasonably withheld.
- (f) Approval of all educational leave as in items (a), (b), (c), (d) and (e) will be dependent on Agency needs and benefits.
- (g) Requests for educational leave shall be presented in writing to the CEO, or designate.

23.12 Leave to Attend to Personnel Matters

When an employee is to be laid off, they shall be allowed two (2) hours off during their last shift in order to attend any personnel or pay related matters not yet settled.

23.13 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totalling no more than eight weeks, which must end no later than twenty-eight (28) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-eight (28) weeks from:
 - (A) the day the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and
- (ii) The family member requires the care or support of one or more family members.

Where applicable legislation is more favorable, the legislation shall prevail.

- (f) A family member for the purpose of this Article shall be defined as provided for in the *Employment Insurance Act*.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (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.
- (i) If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. Seniority shall accrue during any period of leave under this Article.
- (j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance benefits commence.
- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 23.03 of the Collective Agreement.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Periods

Pay periods shall be biweekly and the hourly rate will be included. Pay will be by direct deposit payment. Employees shall be paid in accordance with Schedule "A" attached to and forming part of the Collective Agreement.

24.02 Rate of Pay on Changes

- (a) When an employee is appointed to a different classification, said employee shall receive remuneration for that classification, based on previous experience. At no time shall their new rate of pay be less than their entitlement had the employee maintained their current classification. The date of appointment to the new classification shall become the anniversary date for salary progression. **Notwithstanding, all remuneration is subject to funding and funding agreements.**
- (b) When an employee applies for and is awarded a position in the same title/ classification pay scale they shall be paid at the step level they have already achieved.

24.03 Pay on Temporary Transfers, Higher Job Rates

If an employee is assigned to the majority of duties at a higher level position, for a minimum of **45 days** or longer, the employee will be eligible to receive acting pay effective on the date of the appointment for the duration of the assignment. Acting pay will be commensurate with the employee's skills, experience and knowledge to perform in a satisfactory manner in that role. Acting Assignment shall be posted through the established competition process. At no time shall their new rate of pay be less **than** their entitlement had the employee maintained their current classification.

The employee shall qualify for any pay increments based on their length of service in their temporary assignment. Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay of the position filled. **The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. This article may be modified by mutual consent between the employee and the Employer.**

24.04 Payment on Transfer to Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

24.05 Vacation Pay

During vacation time, an employee's regular paycheque will continue to be deposited into their account on applicable pay dates.

24.06 Expenses

Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration, provided such expenses are preauthorized wherever possible. Employees shall receive a transportation allowance on the following basis:

- (a) where an employee does not bring a vehicle to work, they shall receive an allowance equal to the cost of a current Winnipeg bus pass only if required to travel for work purposes or has additional travel requirements due to split shifts;
- (b) when an employee is required to use his/her vehicle for Agency business, **they** shall be compensated at the rate set by the “National Joint Council’s Travel and Hospitality Directive”. Employees who normally use their vehicle for work may occasionally choose to use the bus and shall be reimbursed;
- (c) the Employer will pay one hundred percent (100%) of parking fees incurred by employees in the performance of their duties;
- (d) **When an employee is required to use their vehicle for Agency business (as determined by the employee’s job description), the Employer will make available parking space for that vehicle. Or where the employee is occasionally required to use their vehicle on authorized business for the Immigrant Centre, they will be reimbursed for mileage and parking expenses for that occurrence.**

24.07 Anniversary Dates

The anniversary date for increment will be the actual date of employment or the date at which the employee is reassigned at a higher level, pursuant to Article 24.02. **Notwithstanding, all remuneration is subject to funding and funding agreements.**

ARTICLE 25 - JOB CLASSIFICATION/RECLASSIFICATION

25.01 Job Description

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

It is understood that objections raised by the Union shall be limited to the accuracy of the contents of the job description in reflecting the nature and duties of the position.

25.02 Changes in Classification

When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the **National Servicing Representative** shall be

notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

25.03 Changes to Existing Job Descriptions

- (a) An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description.
- (b) Upon application by either the Union or the Employer changes in the job description may be referred to the Labour Management Committee (Article 9) for consultation.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Joint Employer/Employee Benefit Committee

A committee shall be appointed of two (2) representatives from the Union and two (2) representatives of the Employer to maintain and review the benefit plans, and recommend any proposed changes to the parties. The Employer shall pay fifty percent (50%) of the premium cost for life insurance.

26.02 The Employer agrees to provide the Community Agencies Benefits Plan with costs paid in accordance with the terms and conditions of the Plan.

26.03 The parties agree to participate in the Community Agencies Retirement Plan in accordance with the terms and conditions of the Plan.

ARTICLE 27 - PRESENT CONDITIONS TO CONTINUE

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement by the Employer and the Union.

27.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the Employer.

- (b) All service credits relating to vacations with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employees members with the new Employer.

ARTICLE 28 - TERMINATIONS

- 28.01 An employee may terminate their employment with the Employer by giving notice equal to one (1) pay period.
- 28.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for just cause.
- 28.03 The Employer will make available, on the next pay date after termination, all amount due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement, and Record of Employment.

ARTICLE 29 - EXPIRATION AND RENEWAL

- 29.01
- (a) This Collective Agreement shall be effective from the period of **December 1, 2021, to March 31, 2028.**
 - (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force and effect until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
 - (c) The Union agrees to give the Employer at least one (1) week's written notice as to the date of the intended strike action.
 - (d) The Employer agrees to give the Union at least one (1) week's written notice as to the date of an intended lockout.
- 29.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of termination.

Within thirty (30) days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of this Collective Agreement.

29.03 This Agreement may be amended during the term by mutual agreement of the parties.

ARTICLE 30 - GENERAL

30.01 Whenever the **gender-neutral (they/them)** appears in this agreement, it shall also mean all genders.

30.02 Bulletin Boards

The Employer shall provide at least one bulletin board which shall be placed so that all employees will have access to it (them) upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

30.03 Employee Performance Review

A performance review will take place once per year and will consist of an assessment of performance of an employee with respect to the ability of the employee to carry out their job description to the standards of performance outlined by the Employer. The employee shall participate in the review of their performance by completing a self-evaluation.

After each review is written, the employee's supervisor and the employee will have a discussion of the results of their respective performance evaluation. The final performance review will be signed and dated by the employee and the supervisor.

30.04 Security

No employee shall be involuntarily required to work alone in the **workplace** at any time, if the employee has reasonable cause to believe their health or safety may be jeopardized. It shall be the responsibility of the Employer to ensure that reasonable arrangements are made to provide for the security and safety of all employees.

No employee shall be required to admit a client into the building if the employee has reason to believe such admission would pose a threat to their safety. No employee shall be subject to disciplinary action for reason of such refusal to admit.

30.05 Addictions/Mental Illness

The Employer and the Union recognize that as with other disabilities, addictions and mental illnesses are medical disorders and should be treated as such, rather than as disciplinary problems. The parties agree that the Employer, the Union and the affected employee have rights and obligations in addressing such disabilities.

The Employer acknowledges its duty to accommodate and commits to working with the union and the affected employees on a case-by-case basis.

Any disciplinary action taken by the Employer against the employee is subject to the employee's right to grieve and arbitrate in accordance with Articles 12 and 13.

30.06 Every effort will be made to provide assistance and/or accommodations to employees who are suffering from an illness or disability; however, this cannot cause undue hardship on the part of the employer and the employee must be actively engaged in fulfilling their obligations under Provincial Employment Standards.

ARTICLE 31 - OMISSIONS IN AGREEMENT

31.01 Where employee/Employer relationships are not specified in this Agreement, the Personnel Policy shall apply.

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

SIGNED THIS 03rd DAY OF JUNE, 2024.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

Sofia J. H. Woldemariam *[Signature]*
MICHAEL ET ADRIANA *[Signature]*
Lola Blazevic *[Signature]*

**FOR THE EMPLOYER:
IMMIGRANT CENTRE OF
MANITOBA INC.**

Jorge Fernandez *[Signature]*
ANTHONY REDEKOPF *[Signature]*

SCHEDULE "A"
IMMIGRANT CENTRE OF MANITOBA INC.

Any and every remuneration increases are subject to funding and our funding agreements. While annual increases are subject to funding and funding agreements, management will consistently work diligently on behalf of employees to secure reasonable annual salary increases related to non-profit organizations and our sector. Management will continue to act in the best interest of staff to secure reasonable annual salary increases in relation to the non-profit settlement sector.

Upon successful signing of the next new contribution agreement with IRCC, and all other Immigrant Centre funders, and subject to any changes imposed by IRCC and/or other Immigrant Centre funders, an addendum will be added to the Collective Agreement confirming any annual salary increases for:

- April 1, 2025, to March 31, 2026
- April 1, 2026, to March 31, 2027
- April 1, 2027, to March 31, 2028

ONE-TIME SIGNING BONUS

- Employees shall receive a one-time signing bonus of \$1,000 (less all statutory deductions) in 2024, effective on the date of ratification of the Collective Agreement.
- This bonus will be paid within 6-8 weeks from the ratification date and will be available to all staff who are actively employed on the payment date. It will not be paid to staff who resign or leave the organization prior to the payment date.

Administrative Details:

- *All employees who are actively employed (Active Employees) on the date that the Signing Bonus is paid will be eligible to receive the one-time Signing Bonus. Employees who resign or are no longer employed at the time the payment is made will not be eligible.*
- *Active employees shall include any employee on an approved statutory leave program such as maternity or parental leave.*
- *The bonus amount will be made in a one-time lump sum payment net of all statutory deduction costs which will be deducted from the bonus amount.*
- *The Signing Bonus will be pro-rated to full-time hours worked. For instance, an employee who works 50% of a full-time role will receive a one-time signing bonus that is the equivalent to one-half of the signing bonus or \$500.*
- *The Signing Bonus for active employees on approved statutory leaves will be calculated using the employees' original hours of work.*

SCHEDULE "A"
IMMIGRANT CENTRE OF MANITOBA INC.

Classification**Program Manager**

Range for 2024-2025 - Annual Salary	48,199	-	59,205
Range for 2024-2025 - Biweekly	1,853.80	-	2,277.10
Range for 2024-2025 - Hourly	26.48	-	32.53

Direct Service Delivery

Range for 2024-2025 - Annual Salary	37,622	-	46,210
Range for 2024-2025 - Biweekly	1,447.00	-	1,777.30
Range for 2024-2025 - Hourly	20.67	-	25.39

Support Services

Range for 2024-2025 - Annual Salary	35,149	-	43,170
Range for 2024-2025 - Biweekly	1,351.90	-	1,660.40
Range for 2024-2025 - Hourly	19.31	-	23.72

Evening Receptionist

Range for 2024-2025 - Annual Salary	28,265	-	32,573
Range for 2024-2025 - Biweekly	1,087.10	-	1,252.80
Range for 2024-2025 - Hourly	15.53	-	17.90

While annual increases are subject to funding and funding agreements, management will consistently work diligently on behalf of employees to secure reasonable annual salary increases related to non-profit organizations and our sector.

APPENDIX "I" - ARBITRATORS

Arbitrators will be jointly agreed to as required.

JO/scope491
May 31, 2024