

COLLECTIVE AGREEMENT

BETWEEN

CUPE / Canadian Union
of Public Employees
LOCAL 5176

AND



APRIL 1, 2021 TO MARCH 31, 2025

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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, and,
- (d) To promote the welfare and goals of the Employer, for the efficient operation and delivery of services.

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 works between sixty (60) and eighty (80) hours bi-weekly.
- (c) A "part-time employee" is one who regularly works less than full-time hours.
- (d) The term "Union" shall mean the Canadian Union of Public Employees, Local 5176.
- (e) The term "Employer" shall mean Com-Span Inc.
- (f) A "term 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, or until the completion of a particular job. "Term employees" are included in this category.

Term employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions upon commencement of employment.

- (g) A "casual employee" is one who is occasionally, on an irregular and non-recurring basis, called by the Employer to relieve an absent employee or is called in to supplement staff coverage.

The terms of this Agreement shall not apply to such casual employee, except:

- (i) **Casual employees shall pay Union dues, in accordance with this Article and Article 6, in an amount specified by the Union, and the Employer will have no responsibility to deduct or submit to the Union any dues when a casual employee has no earnings in a pay period.**

The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 6.

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.

- (ii) **Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.**
- (iii) **Casual employees shall be paid not less than the start rate of the position to which they are assigned.**
- (iv) **Casual employees shall receive increments after the completion of one thousand forty (1040) hours of work at the Employer until the maximum rate of the appropriate salary schedule is attained.**
- (v) **A casual employee shall be paid five percent (5%) of their total wages in the four-week period immediately before a General Holiday. Overtime is not included in this calculation.**
- (vi) **Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 20.**
- (vii) **Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19 and paid at the rate of pay specified in 19.02.**
- (viii) **Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.**
- (ix) **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 regular rate of pay.**
- (x) **Article 12 - Grievance and Arbitration herein apply only with respect to the terms of this Article.**
- (xi) **For the purposes of hiring, promotion and transfers (Article 16) casual employees shall hold seniority.**

- 1.04 Both parties agree, in principle, that equal pay shall be granted for work of equal value, and that this principle shall be recognized to be implicit in the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as expressly provided for in this Collective Agreement, it is acknowledged that the Employer retains all management rights, including but not restricted to the right, responsibility and authority to manage, operate and regulate the workplace and its affairs, functions and employees.
- 2.02 The Employer acknowledges their obligation in administering the Collective Agreement to act reasonably, fairly, in good faith, in compliance with all applicable federal and provincial legislation, and in a manner consistent with the Collective Agreement as a whole.
- 2.03 Subject to Article 15.06(e) below, the Employer shall not deprive present employees of their employment, except for just cause.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5176 as the sole and exclusive collective bargaining agent for all its employees, except Accounts Associate, Nurse, and any employee above the rank of Coordinator.

3.02 No Other Agreements

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

3.03 Pro Rata

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 jobs which are included in the bargaining unit; however, it is agreed that the Executive Director and other employees may perform duties normally within the bargaining unit for the purpose of training employees, when there are staff shortages and no casual employees available, or other such reasons as mutually agreed to.

ARTICLE 4 - RESPECTFUL WORKPLACE/NO HARASSMENT/NODISCRIMINATION

4.01 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment. Every reasonable effort shall be made to ensure the workplace is also free from violence.

The principle of fair treatment is a foundational one and both the Employer and the Union do not and will not condone any improper behaviour, on the part of any person, which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

4.02 Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) social disadvantage;
- (n) history of mental health problem/treatment;
- (o) place of residence; and
- (p) membership or activity in a union.

- 4.03 Harassment is a form of discrimination and includes sexual harassment, personal harassment and bullying. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or reasonably ought to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.
- 4.04 Workplace violence shall be defined as the exercise of, or the attempt to exercise, physical force that causes or could cause physical injury to an employee.
- 4.05 The definition of discrimination and harassment contained within the *Manitoba Human Rights Code* shall also apply. The definition of harassment and workplace violence contained in the *Manitoba Workplace Safety and Health Act* shall also apply.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 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 from employment with the Employer if expelled by the Union.

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments 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, except in cases of negligence or malice.

- 6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees National Office in Ottawa not later than the fifteenth 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 assessments.

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 (Article 5) and Dues Checkoff (Article 6).

7.02 **Copies of Agreement**

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

7.03 **Interviewing Opportunity**

A Union Steward shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, to 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.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Copies of correspondence pertaining to the interpretation, administration or application of this Agreement shall be forwarded to the Union, specifically the Union Steward and National Representative. The Union shall be responsible for providing updated contact information to the Employer.

ARTICLE 9 - COMMITTEES

9.01 (i) **Establishment of Committee**

A Labour-Management Committee shall be established. The Committee shall enjoy the full support of both parties in the interests of maximum service to the clients, maintaining of harmonious relations, and job security for the employees.

The Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer.

(ii) **Function of Committee**

The Committee shall concern itself with the following general matters:

- (a) improving and extending services;
- (b) reviewing suggestions from employees, questions of working conditions and service (but not grievances);
- (c) correcting conditions causing grievances and misunderstandings.

(iii) Meetings of Committee

The Committee shall meet every three (3) months at a mutually agreeable time and place, the parties can also decide if a meeting is necessary. The members of the Committee shall receive a notice and agenda of the meeting from the joint chairpersons, at least forty-eight (48) hours in advance of the meeting.

(iv) Chairperson of the Meeting

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

(v) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, and the Employer shall each receive two (2) signed copies of the minutes within two (2) weeks following the meeting.

(vi) 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 have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.02 Health and Safety Committee

- (i) A joint Safety and Health Committee shall exist to examine all aspects of safety and health in the organization. The Committee shall be comprised of an equal number of representatives of the Employer and the Union, as mutually agreed, but not to exceed three (3) representatives of each.
- (ii) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act of Manitoba* and will comply with the *Workplace Safety and Health Act of Manitoba*.

- (iii) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing safety and health conditions and practices within the organization.
- (iv) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted for employee review and posted in all of the Workplaces.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Union Negotiating Committee

Up to two (2) employees, selected by the Union, shall make up the Union's negotiating committee and be allowed to attend meetings during working hours with the Employer, for contract negotiations, without loss of remuneration. The Union will advise the Employer of the members of its negotiating committee. A CUPE National Representative assigned to contract negotiations may sit on the Union's Committee, in addition to the members. The parties agree that they will meet on the Employer's premises for bargaining unless otherwise agreed.

10.02 Representative of 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 or other matters under this agreement or by statute.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Board of Directors which affect the members of this Union are to be maintained and updated through policy manuals located in all program areas of the workplace and copied to the CUPE National Representative.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Union Representation

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

grievance procedure. The Union may also appoint other representatives to represent members.

The Union shall notify the Executive Director in writing, of the names of their Union Stewards.

National Representatives of the Union who are not employees of the Employer shall be given access to the Employer's premises at a time mutually agreed upon for any investigation and to assist in the settlement of a grievance.

12.02 Right to Representation

The Union shall have the right to have assistance of a National Representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.

12.03 Permission to Leave Work

A Union Steward shall first seek permission from the Employer prior to conducting any union business during normal working hours. Such permission shall not be unreasonably sought nor withheld.

12.04 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.

12.05 Settling of Grievances

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

Step 1 - Coordinator

- (a) Within twenty-one (21) working days following the occurrence of the event giving cause for the grievance, the employee and/or Union Steward shall submit the grievance to their Coordinator, and a meeting shall be held to discuss the grievance; and
- (b) Within fourteen (14) working days following the date the grievance was submitted or the grievance meeting took place, whichever is later, the decision of the Coordinator shall be presented in writing to the grievor and the Union.

Step 2 - Executive Director

- (a) Failing settlement being reached in Step 1, the Union may submit the grievance to the Executive Director or designate within fourteen (14) working days from the date the reply was received from Step 1; and

- (b) Within fourteen (14) working days following the date the grievance was submitted or the grievance meeting took place, the decision of the Executive Director shall be presented in writing to the grievor and the Union.

Step 3 - Board of Directors

- (a) Failing settlement being reached in Step 2, the Union may submit the grievance to the President of the Board of Directors or designate within fourteen (14) working days from the date the reply was received from Step 2; and
- (b) Within fourteen (14) working days following the date the grievance was submitted or the grievance meeting took place, whichever is later, the decision of the President of the Board of Directors shall be presented in writing to the grievor and the Union.

Arbitration/Mediation

- (a) Mediation - Where the parties mutually agree the grievance may be submitted to mediation in accordance with the provisions of *The Labour Relations Act* of Manitoba.
- (b) Arbitration - Where the decision from Step 3 is unsatisfactory to the grievor, the Union may, within twenty-one (21) working days after receiving the board of directors' reply from step 3 refer the grievance to arbitration under the Arbitration article of this Agreement.

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, the grievance may be submitted at Step 2 within twenty-one (21) working days following the date of the occurrence giving cause for the grievance.

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.01 Within twenty-one (21) working days after receiving the Board of Directors' reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 13.02 Both parties shall agree to the selection of a sole arbitrator within fourteen (14) working 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 fourteen (14) working days, may apply to the Manitoba Labour Board to appoint a sole arbitrator.
- 13.04 The arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, amend or add to any provisions

of this Agreement. Nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions thereof.

13.05 In the interests of reducing costs for both the Union and Employer, both parties shall prepare an Agreed Statement of Facts for the arbitrator.

13.06 The arbitrator shall determine their own procedures but shall provide full opportunity to all parties to present evidence and make representations.

13.07 The decision of the arbitrator shall be final and binding and enforceable on all parties.

13.08 Clarification of Decision

Within twenty-one (21) working days following receipt of the award, should the parties disagree as to the meaning of the decision of the arbitrator either party may apply to the arbitrator to reconvene for the sole purpose of clarifying the award.

13.09 Expenses

Each party shall pay:

- (a) one-half (½) the fees and expenses of the arbitrator; and
- (b) fees and other expenses of any witness(es) acting on its behalf.

13.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement of the parties, in any manner whatsoever, without prejudice to their respective positions.

13.11 The time limits in the Grievance and Arbitration procedure may be extended by consent of the parties. Timelines in the grievance and arbitration procedure shall be directory in nature. Neither party shall be entitled to use the timelines to prejudice the position of the other.

ARTICLE 14 - REPRIMAND, SUSPENSION AND DISMISSAL

14.01 Subject to Article 15.06(e) below, the Employer shall not discipline or dismiss any employee covered by this Agreement except for just cause.

14.02 (a) Corrective Action

Through non-disciplinary measures the Employer maintains the right to address and correct employee work performance, inappropriate workplace behaviours, conduct and non-adherence to established workplace policies and procedures.

(b) Progressive Discipline

The parties recognize the value of progressive discipline, with the aim of corrective action. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.

The steps of progressive discipline may be as follows:

- Letter of Direction (non-disciplinary)
- Verbal Warning
- Written Warning
- Suspension without pay (of increasing duration)
- Termination

14.03 The Employer, at its discretion, may place an employee on administrative leave pending an investigation. The period of such a leave shall be with pay, and with no loss of benefits, and the period of the leave shall, in itself, not be considered disciplinary action.

14.04 Subject to a leave with pay pending an investigation, when the Employer is considering disciplinary action, the following shall occur:

- (a) The Employer shall inform the employee concerned and the Union of the complaint/issue and will advise both the employee and the Union that a meeting will be held;
- (b) The employee affected will be given the opportunity to make representation at the meeting on their own behalf, either personally or with the assistance of a Union Steward if the Employee so desires; and
- (c) The Union and the employee shall be advised within a reasonable period of time of the decision of the Employer arising out of the meeting.

14.05 An employee shall be offered Union representation at any meeting with the Employer where disciplinary action is being considered or is to be taken. **Before the start of the meeting, the employee shall be allowed to meet with the steward in private, who will once again offer Union representation; if the employee refuses Union representation, they will be asked by the steward to sign a Release and Waiver of Union Representation form. The steward will send the form to the Union.**

14.06 Any disciplinary action taken shall be in writing to the employee with a copy forwarded to the Union Steward and the National Representative. Such document shall be provided to the employee in person or by registered courier with a copy being provided to the Union. The document shall outline the nature of the offence and details of such and clarify the employee's right to grieve the discipline meted out under this article.

14.07 Personnel File

An employee shall have the right to reasonable access to their personnel file, and the right to respond in writing to any documents contained therein. Any written responses shall become part of the permanent record.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the total accumulated service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

15.02 The actual accumulation of benefits such as vacation pay, and sick leave shall be based strictly on an employee's regular paid hours worked and shall include any period of:

- (a) paid leave of absence;
- (b) paid sick leave;
- (c) union leaves;
- (d) paid vacation;
- (e) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four [4] weeks, accrual of benefits ceases at four [4] weeks). An employees shall continue to pay their share of the benefit plan during the first four weeks of a leave of absence;
- (f) maternity leave, parental leave, adoption leave and compassionate care leave; and
- (g) Workers' Compensation

15.03 Seniority shall accrue in any period of:

- (a) paid leave of absence, including union leaves;
- (b) sick leave protection;
- (c) paid vacation;
- (d) unpaid leave of absence up to two (2) months;
- (e) full Workers' Compensation benefits;
- (f) any approved leave of absence for union purposes;
- (g) approved maternity, parental or adoption leave;

- (h) approved compassionate care leave; and
- (i) domestic violence leave.

15.04 Retention of Seniority

Seniority will be maintained but will not accrue if an employee:

- (a) is on any unpaid leave of absence over two (2) continuous months' duration, excluding approved maternity, parental, adoptive leave, compassionate care or domestic violence leave;
- (b) is absent on any period of long term disability for a period in excess of twelve (12) months;
- (c) is permanently transferred/promoted out of the bargaining unit and has passed their trial period; and
- (d) is laid off for a period of fifty-two (52) weeks or less.

15.05 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and not reinstated;
- (b) they resign in writing and do not withdraw their resignation within forty-eight (48) hours of submitting it and do not withdraw their resignation;
- (c) they are laid off for a period longer than fifty-two (52) weeks; and
- (d) they do not report to work when recalled from a layoff after two (2) weeks' notice, providing notice has been sent in writing to their last known address. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer fourteen (14) calendar days' notice of termination to accept the recall.

15.06 Probation of Newly Hired Employees

- (a) Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring.
- (b) During the probationary period, employees shall be entitled to all rights and benefits of this Agreement.
- (c) The probation period may be extended for reasons of performance, by mutual agreement of the Employer and the Union. Such extensions shall not extend beyond three (3) months.

- (d) After completion of the probationary period, seniority shall be effective from the original date of employment and the employee classed as permanent.
- (e) The Employer may discipline and dismiss probationary employees, at its sole discretion, provided it is not done in a manner that that is arbitrary or discriminatory.

15.07 Seniority List

- (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, and any breaks in seniority. An up-to-date seniority list shall be sent to the Union in December of each year.
- (b) Annually, in April and October, a comprehensive list including the name, address, email address and telephone number of each employee shall be sent to 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 on the bulletin board and by email to all current employees for a minimum of seven (7) working days, so that all members will know about the vacancy or new position. This posting will take place during the first week that this job becomes available for application.

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, and whether the position falls within the bargaining unit.

16.03 Promotions and Transfers

Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, and recall, subject to the employee being able to meet the physical requirements of the job and having the required knowledge, education and skills.

16.04 Trial Period

Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of three (3) months. In the event they prove unsatisfactory in the position during the trial period, or if the employee is unable

to perform the duties of the new job classification, they 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. During the trial period, the employee has the right to return to their previous position.

- 16.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 17 - LAYOFFS AND RECALL

17.01 Definition of a Layoff

Layoff shall be defined as a reduction in the work force or a reduction of the regular hours of work as defined in this Agreement.

17.02 Notice in Case of Layoff

Except in instances beyond the control of the Employer employees to be laid off shall be given a minimum of three (3) pay periods' notice or pay in lieu of notice not given. In no case shall pay in lieu of notice exceed the amount which would have been paid to the employee had the employee not been laid off. Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.

17.03 Recall Procedure

Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability. For clarity, an employee who is recalled will be notified by phone or in writing and will have at least forty-eight (48) hours from receipt of the recall notice to reply before the Employer proceeds to the next employees on the seniority list.

Employees being recalled and not presenting at work within two (2) weeks of recall date will be removed from the recall list, unless a reason acceptable to the Union and the Employer is provided by the returning employee.

17.04 No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall.

ARTICLE 18 - HOURS OF WORK

18.01 Regular hours of work in full-time employment shall be six (6) to eight (8) hours per day and thirty (30) to forty (40) hours a week including meal periods and rest periods.

18.02 **Rest Periods**

Employees who work at least six (6) hours a day shall be entitled to:

- A paid, uninterrupted thirty (30) minute meal period daily, and if possible two (2) uninterrupted paid fifteen (15) minute rest periods daily.

Employees who work less than six (6) hours a day shall be entitled to the following paid breaks:

- Three (3) to four (4) hours and fifty-nine (59) minutes per day:
if possible 1 x 15-minute paid break
- Five (5) to five (5) hours and fifty-nine (59) minutes per day:
1 x 30-minute paid lunch
and if possible 1 x 15-minute paid break

18.03 Employees who take no more than half of their half-hour lunch break because they are required by the Employer to assist with emergencies or other special circumstances shall be entitled to reduce their work day.

ARTICLE 19 - OVERTIME

19.01 Overtime shall be time worked in excess of eight (8) hours per day and forty (40) hours per week, as specified in Article 18, such time to have been authorized in such manner and by such person as may be authorized by the Employer.

19.02 **Compensation for Work after Regular Scheduled Hours**

- (a) Overtime shall be paid out at the rate of pay of one and one-half (1½) times the employee's regular hourly rate of pay for each overtime hour worked. By mutual agreement between the Employer and employee, overtime may be compensated by granting paid time off at a rate of one and one-half (1 ½) hours of paid time off at the employee's regular hourly rate of pay each overtime hour worked. Overtime accumulated but not used within three (3) months may be paid out.
- (b) Attendance at mandatory professional development events and staff meetings are included in hours of work.

ARTICLE 20 - GENERAL HOLIDAYS

20.01 The Employer and the Union recognize the following as paid holidays:

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

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

Religious Holidays

Employees desiring to observe religious holidays, outside of those set out under 20.01, will be permitted, subject to the Employer's operational requirements time off on the basis of a leave of absence without pay or paid deduction from vacations or other banked time. Employees shall submit a written request to the supervisor specifying the date(s) at least thirty (30) days prior to the religious holiday(s) and indicate on what basis the time off is to be taken.

20.02 Part-time employees shall be paid equivalent time for any of the above holidays that interrupt their regular workdays.

20.03 **Pay for Regularly Scheduled Work on a Holiday**

An employee who is scheduled to work and does work on a general holiday shall be paid at the rate of pay of one and one-half (1 ½) their regular rate of pay for the hours worked on the general holiday, plus one (1) day's pay at their regular daily wage rate.

20.04 **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 one (1) day off with pay at their regular daily wage rate at a time mutually agreed upon by the employee and the Employer.

20.05 **Xmas Shut Down**

Employees may take three (3) days of their vacation accrual to cover the Christmas shut down between December 25 – January 1 for the days that are not covered by general holidays. Employees may also opt to take the days not covered by general holidays without pay.

New employees may take the time as indicated above, paid vacation or unpaid, or a combination of the two depending on how many days vacation they have accrued.

ARTICLE 21 - VACATIONS

- 21.01 The vacation year shall be from the 1st day of April in the one year to the 31st day of March in the next year. Employees shall earn vacation on the following basis:
- Less than one (1) year of service - One and one quarter (1¼) days per month (fifteen [15] days in the year).
- First (1st) to fourth (4th) years of service - Fifteen (15) days per year.
- Seventh (5th) to ninth (9th) years of service – Twenty (20) days per year.
Tenth (10th) to nineteenth (19th) years of service – Twenty-five (25) days per year.
- Twentieth (20th) year of service and yearly thereafter – Thirty (30) days per year.
- 21.02 The vacation year will be accrued commencing the first day of employment to be calculated on the anniversary date of employment. Vacation pay is to be paid on or before the first day of vacation. Vacation to be taken at a time mutually agreed between the Employer and the employee. Once approved, vacations shall not be changed unless mutually agreed upon by the employee and the Employer.
- 21.03 Part-time employees shall earn vacation pay on a pro rata basis. Actual vacation entitlement will be based on years of service.
- 21.04 If a paid holiday falls or is observed during an employee's vacation period, an additional day's paid vacation shall be allowed.
- 21.05 Where a conflict exists between employee preference, the employee with the most seniority shall be assigned the vacation period in dispute.
- Notwithstanding the above paragraph vacations taken in the months of June, July and August (summer vacation) shall be capped at two (2) weeks. Four (4) employees shall be allowed to be on vacation at the same time during all months of the year.
- 21.06 Subject to 21.05, an employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer. **Employees may choose to take 5 days as single days of vacation however; the approval of single day vacation shall not negatively impact other employee's ability to take vacation in unbroken periods of 5 days.**
- 21.07 Vacation normally accrues in one year and is taken in the next year. Upon application and approval by the Employer, an employee may take their vacation in the year in which it is earned.
- 21.08 If an employee is hospitalized or medically unable to work due to illness during their scheduled vacation, they shall be entitled to have their vacation time reinstated and receive sick leave benefits provided they have sufficient time in that bank, they provide medical documentation dated during the period of illness

and inform the Employer during this time or within five (5) days of their return to work.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a mutually agreed time between the employee and the Employer.

21.09 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a payment of salary or wages for all vacation still owing.

21.10 **Employees shall be allowed to carry over up to two (2) weeks of unused vacation time and pay from one year to the next year with the intent to extend their vacation. Additionally, Employees will be allowed use up to three (3) weeks of general leave to extend their vacation.**

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work for health reasons or under the examination or treatment of a physician, licensed medical consultant, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* or by the Manitoba Public Insurance Corporation ("MPIC") to the extent that the employee has earned and not used sick leave credits as set out in Article 22.02.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one (1) day 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 leave credits shall accumulate to a maximum of sixty (60) days.

22.03 Family Responsibility Leave

An employee shall be entitled to use family responsibility leave of up to five (5) days per year, from their sick leave credits, for the purpose of providing for the needs during illness or care giving of a person in the employee's family. A family member shall be defined as:

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) a parent of the employee or a spouse or common-law partner of the parent; and

- (d) or any other relative who is residing in the same household or who the employee has responsibility for.

22.04 The employer reserves the right to require satisfactory documents of illness from specific qualified health care practitioner:

- To confirm illness for sick leave in excess of three (3) days or where abuse of sick leave is suspected by the employer;
- To determine the approximate length of sick leave;
- To determine an employee's fitness to return to work.

Failure to provide such documentation, when requested, may disqualify an employee from receiving sick leave benefits. Should the Employer request such documentation the cost will be paid by the Employer.

In cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer. The Union will work with management to discourage abuse of sick time among its members.

22.05 Integration of Manitoba Public Insurance ("MPI") Personal Injury Protection Plan ("PIPP") Benefits with Sick Leave

- (a) The Employer and the Union agree that, as a result of the introduction of the PIPP by MPI, any employee covered by this Agreement, who is in receipt of benefits under the PIPP program and chooses to concurrently claim sick leave benefits under the provisions of Article 22.01, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay;
- (b) The total value of income top-up provided under this article shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top-up in accordance with the Collective Agreement. An employee who has exhausted all overtime, compensating or vacation credits shall be entitled to only those benefits provided under PIPP;
- (c) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and, as a result, qualify to receive sick leave benefits;
- (d) Employees will be required to release to the Employer all necessary information regarding the benefits received under the PIPP program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be

entitled to receive any sick leave top-up. Should an employee collect benefits under the PIPP program and simultaneously claim for and receive full sick leave benefits, where the value of PIPP benefits and sick leave benefits exceeds one hundred percent (100%) of net take-home pay, the Employer will be entitled to recover the full value of all sick leave benefits that, when coordinated with PIPP benefits, exceeded one hundred percent (100%) of net take-home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefit; and

- (e) Employees who choose to integrate PIPP benefits with paid sick leave shall be entitled to receive all other benefits set out in this Agreement during the period that one hundred percent (100%) of net take-home pay is provided under this Agreement.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Business

Upon request to the Employer, with reasonable notice, an employee elected or appointed to represent the Union at conventions, committees, seminars or for other union purposes shall be allowed a leave of absence. The Employer will continue to pay all wages and benefits during such leave and invoice the Union accordingly. The Union shall reimburse the Employer.

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 a leave of absence 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 a 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 anybody with which the Union is affiliated, shall be granted a 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

- (a) 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, step-parent, spouse, common-law spouse, same-sex partner, sibling, step-sibling, fiancé(e), child or step-child, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law; and up to a maximum of three (3) paid days in the

case of the death of a mother-in-law, father-in-law, grandparent, step-grandparent, former guardian or ward, or any other relative in the household.

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

- (b) Bereavement leave shall be extended by two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend a funeral in excess of 500 kilometres from Winnipeg.

Additional leave with or without pay may be granted by the Employer under special circumstances.

23.04 Parenting Leave

A maximum of fifty-four (54) weeks of unpaid parenting leave, which includes seventeen (17) weeks of maternity leave and thirty-seven (37) weeks of regular parental leave or up to sixty-three (63) weeks of extended parental leave, will be granted in accordance with the provisions of the *Employment Insurance Act*, subject to the following conditions:

- (a)
 - (i) The employee has been employed with the Employer for at least seven (7) consecutive months.
 - (ii) A written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than two (2) months before the intended date of leave.
- (b) During the period of leave all negotiated benefits will accrue and employee benefits shall continue as per Article 26.

23.05 (a) Extended Parenting Leave

An employee who has completed five (5) or more years of employment with the Employer will be granted up to a maximum of an additional twelve (12) months of unpaid parenting leave. The employee shall have the right, to continue all payments of benefit premiums by paying both employer and employee portions of the premiums.

(b) Procedure on Return from Parenting Leave

When an employee decides to return to work after parenting leave, they shall provide the Employer with at least four (4) weeks' notice. On return from parenting leave the employee shall be placed in their former position, or an equivalent position should the position be unavailable.

23.06 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.

Requests for leave for periods of three (3) working days or less shall normally be submitted at least five (5) working days in advance of the time the leave is desired.

Requests for leave for periods exceeding three (3) working days but not exceeding thirty (30) calendar days shall normally be submitted at least thirty (30) calendar days in advance of the time the leave is desired.

Requests for leave for periods exceeding thirty (30) calendar days shall be submitted at least three (3) months in advance of the time the leave is desired. In extenuating circumstances, the notice period may be waived by the Employer.

23.07 Citizenship Leave

Employees shall be allowed **four (4) hours with pay to take the citizenship test and one (1) day off with pay to attend the citizenship ceremony** to become a Canadian citizen.

23.08 Jury Duty

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at their basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

23.09 Leave of Absence for Internal Grant Position

An employee who is selected for an internal grant position shall be granted a leave of absence without pay from their current position and without loss of seniority for a period of up to one (1) year. The Employer may review such leave of absence thereafter. An employee resuming their employment shall be reinstated in the employee's former position or an equivalent position should the position be unavailable with no reduction of salary or rate of pay.

23.10 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least ninety (90) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than twenty-eight (28) weeks, which must end no later than fifty-two

(52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member 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-six (26) 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.
- The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member shall be defined as:
- (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 15 and 26 (Unpaid Leave and Benefits).
- (h) An employee may utilize sick leave credits to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 23.03.

23.11 Interpersonal Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with **interpersonal violence** or abuse in their personal life, **or who has a dependent who is a victim of interpersonal violence as referred to in The Employment Standards Code**, is entitled to ten (10) days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. An employee is also entitled to take up to seventeen (17) weeks of leave in a fifty-two (52) week period in one continuous period. An employee is entitled to be paid for up to five (5) days of this leave in a fifty-two (52) week period.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand **interpersonal violence** can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Periods

Pay periods shall be every two (2) weeks. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement through a direct deposit payroll plan. Employees shall receive a deduction sheet on each pay period.

24.02 Rate of Pay on Changes

With the exception outlined in 24.03, when an employee is appointed to a higher classification, such employee shall be placed in an incremental level in their new classification, which will provide an immediate increase of salary.

24.03 Anniversary Dates

Increments for full-time employees shall be due on the anniversary date of the employee's date of employment with the Employer. Salary increments for part-time and casual employees will be granted on the anniversary date of the

employee's date of employment or the accumulation one thousand and forty (1040) hours.

Time spent on Maternity, Parental (natural parents and adoptive parents), compassionate care and domestic violence leave shall count towards increment steps based on the employee's normal EFT.

24.04 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer to perform principal duties of a higher paying position, they shall receive the rate for the job.

When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than their previous rate, with a minimum of fifty cents (50¢) more per hour.

The employee shall qualify for any pay increments based on the length of service in the 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.

24.05 Payment on Transfer to a Lower Rated Job

- (a) When an employee is temporarily assigned to a position paying a lower rate, the rate shall not be reduced.
- (b) When an employee voluntarily applies to work in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.

24.06 Expenses

- (a) Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties, as documented by receipt and/or written declaration.
- (b) When an employee uses their own vehicle during the course of their duties, as authorized by the Employer the Employer will reimburse the employee at the prevailing Province of Manitoba mileage rates.

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.

25.02 Changes in Classifications

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 Union shall be notified and within thirty (30) calendar days the parties shall commence negotiations for the appropriate salary range.

25.03 Changes to Existing Job Descriptions

An employee directly affected by a change in job description shall be consulted about changes in the job description prior to the implementation of the proposed changes.

No major changes are to be implemented in job descriptions without discussion with and the agreement of the Union.

If the parties cannot agree within ninety (90) calendar days, the matter will be submitted to an independent third party mutually agreed to by the parties for a final and binding determination.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Employees will continue to participate in the current Benefits Plan under the current conditions, subject to and in accordance with the terms and conditions of such plan, and will include:

- (a) The Employer shall continue to pay one hundred percent (100%) of premiums for the following benefits:
 - Health Care Expense Benefits
 - Dental Care Benefits

- (b) The Employees shall continue to pay one hundred percent (100%) of premiums for the following benefits:
 - Long Term Disability Benefits
 - Employee Life Insurance
 - Accidental Death and Dismemberment and Loss of Use Benefit
 - Weekly Indemnity Benefits

The benefits currently provided are as outlined in Great West Life Policy #68310.

26.02 The Employer will continue to provide benefit coverage to any employee on maternity or parental leave. Benefit coverage shall continue for unpaid leaves of absence for up to three (3) months.

26.03 The Employer will continue to provide benefit coverage to any laid off employee for a period of thirty (30) calendar days.

ARTICLE 27 - TERMINATIONS

27.01 An employee may terminate their employment with the Employer by giving two (2) weeks' written notice; however, an employee will provide four (4) weeks' notice, where possible.

27.02 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; or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

27.03 The Employer will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 28 - TERM OF AGREEMENT

28.01 (a) This Agreement shall be in full force and effect from April 1, 2021 to March 31, 2025.

(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 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.

28.02 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) and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

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

28.04 **Retroactive Pay for Terminated Employees**

An employee who has severed their employment between the signing of this Agreement and the date to which this Agreement is retroactive, other than those employees who have been dismissed with just cause, shall receive the full retroactivity of any increase in wages or salary.

28.05 **Retroactivity**

Salary and wages in the new Agreement shall be adjusted retroactively unless otherwise mutually agreed upon.

ARTICLE 29 - GENERAL

29.01 Bulletin Boards

The Employer shall provide at least one (1) bulletin board, which shall be placed so that all employees will have access to it 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.

29.02 Staff Training

Staff Training money shall be pooled by the Employer at the rate of \$100.00 per employee, full- time, part-time unionized and non-unionized employees, per year for group training or staff can make an individual application to the employer to get access to the staff training fund for relevant courses. The training fund can be enhanced if there are savings in other areas of the budget.

29.03 Gender neutral language will be used throughout the agreement. Plural and singular forms are interchangeable where the meaning and context so allows.

29.04 The Employer agrees that it will not contract out work if doing so would reduce the number of employees in the bargaining unit or reduce the normal hours of work of any member of the bargaining unit who would otherwise have been employed.

29.05 Strike or Lock Out

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

29.06 Inclement Weather

If an employee is unable to attend work due to bad weather condition or blizzard conditions as declared by environment Canada, or due to road closures as declared by police agencies or Department of Highways, employees shall have the option to use vacation time or to have the day unpaid.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Technological change shall mean the introduction by an Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employee in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change, which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) calendar days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees;
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) calendar days prior to the intended date of implementation; and
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this agreement.

30.02 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which the employee has seniority and for which the employee has the qualifications and ability to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, in accordance with layoff procedure specified in this agreement.

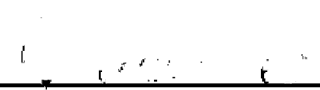
30.03 Training Benefits

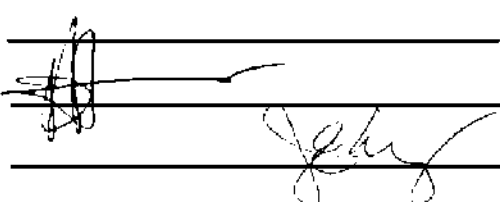
Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

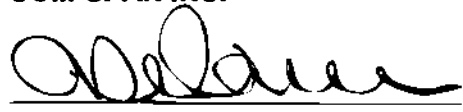
Signed this 24th day of June, 2024.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176**

**FOR THE EMPLOYER:
COM-SPAN INC.**







June 24, 2024

SCHEDULE "A"- WAGES

Wage Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
April 1, 2021	15.50	15.97	16.44	16.93	17.44	17.97
April 1, 2022	15.97	16.45	16.93	17.44	17.96	18.51
April 1, 2023	16.45	16.94	17.44	17.96	18.50	19.07
April 1, 2024	16.94	17.45	17.96	18.50	19.06	19.64


LETTER OF UNDERSTANDING
- BETWEEN -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5176
- AND -
COM-SPAN INC.
RE: ARTICLE 26 - EMPLOYEE BENEFITS

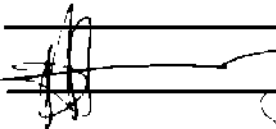
The employer will continue to match up to 2.5% (total of 5%) of wages towards a pension plan or to continue with an RRSP plan that employees choose. The plan chosen by employees should have the option to allow non-unionized staff to participate.


Signed this 24th day of June, 2024.


FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176

FOR THE EMPLOYER:
COM-SPAN INC.









**LETTER OF UNDERSTANDING
- BETWEEN -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5176
- AND -
COM-SPAN INC.
RE: VACATIONS**

Notwithstanding Article 21.01, the Parties agree that employees who have been employed with the Employer on a continuous basis since on or before November 30, 2013, will be grandparented in and receive their vacation entitlement as follows:

Years 1, 2 and 3	15 days at 1.25
Years 4, 5 and 6	20 days at 1.66
Years 7, 8 and 9	25 days at 2.08
Years 10+	30 days at 2.50

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 24th day of June, 2024.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176**

**FOR THE EMPLOYER:
COM-SPAN INC.**

June 24, 2024

**LETTER OF UNDERSTANDING
- BETWEEN -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5176
- AND -
COM-SPAN INC.
RE: 45-MINUTE MEAL PERIOD (New)**

Employees shall be allowed to add a 15-minute paid break to their 30-minute paid meal period.

The 45 minutes lunch break will be taken from 10:45 am to 11:30 am and from 11:30 am to 12:15 pm.

This letter of Understanding will be applicable to all employees who work 5 hours or more.

This Letter of Understanding will be in effect for 3 months after the first day of the implementation of the 45-minute meal period.

The parties agree to meet at any time during the 3-months to review any issues related to the implementation of this Letter of Understanding.

Mutual agreement between the Employer and the Union to continue with the 45-minute meal must be made, otherwise, the provision on *Rest Periods* in the Collective Agreement shall apply.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 24th day of June, 2024.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176**

**FOR THE EMPLOYER:
COM-SPAN INC.**

**LETTER OF UNDERSTANDING
- BETWEEN -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5176
- AND -
COM-SPAN INC.
RE: PERSONAL CARE (New)**

The Employer will meet with the members on December 22, 2023, to discuss the issues they are having with Personal Care and possible solutions. The Employer agrees to implement new practices in Personal Care as per discussion with the members.

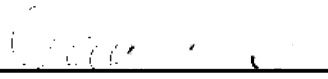
The Employer agrees to not separate senior and junior employees at these meetings.

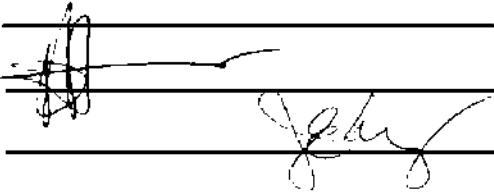
The Employer agrees to allow the Union Steward to explain to the members the rationale for requesting the meeting as well as to attend both meetings.

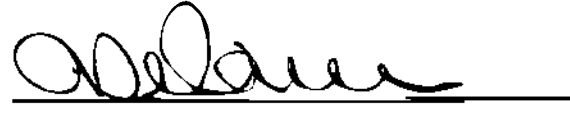
Signed this 24th day of June, 2024.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176**

**FOR THE EMPLOYER:
COM-SPAN INC.**







June 24, 2024