

# Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees

**Local 2348**

- and -



**Manitoba Eco-Network Inc.**

Term of Agreement:  
**April 1, 2020 to March 31, 2024**

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**ARTICLE 1 - PREAMBLE**

1.01 WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve harmonious relations between the Employer and employee; and
- (b) To recognize the principle of joint discussion and negotiation of matters pertaining to wage rates, hours of work, and other working conditions; and
- (c) To document negotiated working conditions in the form of a written agreement,

NOW THEREFORE, the parties agree as follows:

1.02 In their dealings with each other, the Employer, the Union and employees will treat each other with courtesy, respect and in a professional manner.

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and agrees that, except as expressly abridged or modified by this Agreement, all rights and authority which the Employer possessed prior to the certification of the Union are retained solely and exclusively by the Employer.

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

2.03 Non-bargaining unit employees and/or volunteers may perform bargaining unit work provided such work does not displace bargaining unit members employed as at the date of ratification.

**ARTICLE 3 - SCOPE AND RECOGNITION**

3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees covered under the bargaining unit certified by the Manitoba Labour Board Certificate No. MLB-6976.

3.02 The Employer agrees that the bargaining unit shall have the right to have assistance of a representative of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

- 3.03 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed for the purpose of investigation and to assist in the settlement of a grievance.
- 3.04 The Chief Shop Steward or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 3.05 The Union shall notify the Executive Director, in writing, of the names of their Officers and Stewards.

#### **ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF**

- 4.01 The Employer shall deduct from every employee, whether or not they are a member of the Union, any dues, initiation fees, and assessments, as directed by the Union, and shall remit the deductions to the Canadian Union of Public Employees National Office on a monthly basis.
- 4.02 The deductions shall be accompanied by an electronic and written copy of a list of names and classifications of the employees from whom the deductions have been made.
- 4.03 The Employer shall include yearly Union dues on T-4 slips for income tax purposes.
- 4.04 The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.

#### **ARTICLE 5 - DEFINITIONS**

- 5.01 Interpretation
- The masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular, where required.
- 5.02 "Employer" means the Manitoba Eco-Network Inc. (also known as MEN) as represented by the Executive Director or designate.

- 5.03 A “steward” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement. The Shop Steward must have completed their ninety (90) day probationary period.
- 5.04 A “full-time” employee shall be a person who is regularly scheduled to work the full daily and weekly hours as stated in Article 15.
- 5.05 A “part-time” employee shall be a person who is regularly scheduled to work less than the full daily or weekly hours. A “part-time” employee is entitled to everything a “full-time” employee is entitled to, but only on a prorated basis, based on hours worked.
- 5.06 A “probationary employee” is any new employee who is in the process of fulfilling the initial ninety (90) calendar day probationary requirement.
- After completion of the probationary period, seniority shall be established effective from the original date of employment and the employee classed as permanent. The Employer may extend the probationary period for a period not longer than ninety (90) calendar days provided that the duration of such extension is mutually agreed to between the employee affected and the Union and the Employer. The employee shall be notified in writing by the Employer of the extension of the probationary period beyond the initial probation period.
- 5.07 A “casual employee” shall mean a person who is not full-time, part-time, seasonal or term. The rate of pay for a casual employee shall be the minimum rate paid for that classification.
- 5.08 A “temporary employee” is an employee who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not within the permanent establishment but who has completed their ninety (90) calendar day probationary period. An employee hired on a temporary/contract basis ceases employment at the end of the specified term, unless the Executive Director has authorized an extension in writing.
- 5.09 An “employee” means an employee in the bargaining unit described in Article 3.01.
- 5.10 Day
- Unless otherwise indicated, a “day” is a calendar day.

5.11 In Writing

The term “in writing” found throughout the Agreement shall be interpreted to mean writing sent either electronically or in hard copy. The parties shall endeavour to send as much of their correspondence as possible in electronic form and when sent electronically the receiving party shall indicate receipt of the communication.

## **ARTICLE 6 - NO DISCRIMINATION/EMPLOYEE HARASSMENT**

6.01 The Employer and the Union agree that no form of abuse or harassment against employees or employer will be condoned in the workplace. Both parties recognize the right of all employees to work in an environment free of abuse and harassment and will work together to recognize and resolve such problems as they arise.

6.02 Respectful Workplace

The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment defined as follows:

### Harassment Defined

- (a) a course of persistent abusive and unwelcome conduct or comment undertaken or made on the basis of characteristics set out in the definition of discrimination;
- (b) a series of objectionable and unwelcome sexual solicitations or advances;
- (c) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance;
- (d) a course of conduct that reasonably could cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

### Discrimination Defined

Includes the differential treatment of individuals on the basis of:

- (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 pregnancy, the possibility of pregnancy or circumstances related to pregnancy
- (g) gender-determined characteristics
- (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
- (m) physical size or weight
- (n) membership or non-membership or activity in the Union

6.03 The good faith exercise of management rights by the Employer does not constitute harassment.

6.04 Procedure

- (a) Employees or other persons who experience discrimination/harassment in the course of their employment or activities within the responsibility of the Employer are requested to:
  - (i) Where the discriminator/harasser might reasonably be unaware that their comments or actions are unwelcome, the person may, alternately, first clearly make known to the offender that such comments and conduct are unwelcome and ask that they cease and desist;
  - (ii) If the behaviour persists, report this discrimination/harassment to the Employer.

- (iii) Where the discrimination/harasser is the Executive Director, the person shall report that harassment to the chair of the board.
- (b) The representative of the Employer who receives the complaint of discrimination/harassment will:
  - (i) record in writing the allegations, the parties involved and the names of any witnesses, etc.;
  - (ii) inform the person reporting the discrimination/harassment that the allegations will be investigated;
  - (iii) inform the person against whom the complaint is lodged as to the allegations, request a response to the allegations, and advise that the complaint is being investigated.
- (c) The Employer will conduct the investigation and parties to the complaint and any witnesses will be interviewed separately. Witnesses may include those who have direct knowledge of the conduct or behaviour complained of, or those who may have knowledge or experience of similar conduct from the alleged accuser. Past employees, co-workers or others may be interviewed, where necessary. The investigation must be completed within ninety (90) calendar days. The parties can mutually agree to extend the time lines of the investigation.
- (d) The Employer will inform the parties involved once the investigation is completed. The Employer will meet with the employee (and their representative if applicable) to advise them what form of discipline or other action that may ensue up to and including dismissal.
- (e) The outcome of the investigation will be stated as:
  - (i) Sufficient - Information and evidence to support the allegation
  - (ii) Insufficient - Evidence does not support the allegation
  - (iii) Without Merit - Information from the accuser is frivolous, vexatious or malicious in content

## 6.05

Documentation

Any information or documents on the discrimination/harassment incident will be maintained by and in the safekeeping of the Employer. All other communication and actions taken with respect to the discrimination/harassment incident shall be

documented, signed and dated. Where the discrimination/harassment incident results in formal discipline, the incident shall be documented in the employee's file with disciplinary actions noted.

6.06 Confidentiality

All information obtained during the course of an investigation shall be treated as confidential and the discussion of such information will be limited to only those directly involved with the case including the Union. Discrimination/harassment incidents are confidential and will not be disclosed to other staff. All information gained by third parties (co-workers, advocate, representatives, community members, etc.) is confidential and not for public disclosure.

**ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

7.01 Establishment and Function of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer, which includes one (1) member of the board. The Committee shall concern itself with matters of mutual interest to the parties and shall have the power to make recommendations but shall not have jurisdiction over wages, collective bargaining or the administration of this Agreement.

7.02 Meetings of Committee

The Committee shall meet at the call of either party at a mutually agreeable time and place. A notice and agenda shall be prepared and distributed in advance of each meeting and minutes prepared and distributed immediately thereafter. A representative of the Employer and the Union shall be joint Chairpersons.

**ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS**

8.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on a condition of employment that is in conflict with this Agreement.

8.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

- 8.03 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to a leave of absence without loss of regular pay or benefits to attend as representative of the Union shall be two (2) employees. The Union will reimburse the Employer for the cost of regular pay and benefits for one (1) of the employees on the Bargaining Committee.

## **ARTICLE 9 - ADJUSTMENT OF GRIEVANCES**

- 9.01 A “grievance” shall be defined as a difference between the parties to this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.
- 9.02 The parties to this Collective Agreement agree that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 9.03 All grievances and replies must be submitted in writing.
- 9.04 Grievances shall be proceeded with as follows:

### **Step 1**

An employee shall, within fourteen (14) **business** days of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the immediate supervisor or designate. If the matter is not resolved to the employee’s satisfaction, the employee may proceed to Step 2.

### **Step 2**

The Union Representative and the grievor shall meet within fourteen (14) **business** days with the Executive Director or designate to discuss the grievance. At this meeting, every reasonable effort shall be made by both parties to resolve the grievance.

- 9.05 If a final settlement of the grievance is not reached under Step 2, the grievance may, at any time within twenty-eight (28) **business** days, be referred by either party to a single arbitrator who shall be chosen from the following list:
- (a) Michael D. Werier
  - (b) Kristin L. Gibson
  - (c) **Keith LaBossiere**
  - (d) **John Korpesho**

- 9.06 The arbitrator shall render a decision within thirty (30) **business** days from the last day of the hearing or such other time as may be reasonable in the circumstance.
- 9.07 The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 9.08 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 9.09 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- 9.10 The time limits fixed in the above grievance and arbitration procedure may be extended by the mutual consent of the parties to this Agreement.
- 9.11 Where a dispute involving a question of general application or interpretation occurs, the Union shall have the right to initiate a policy grievance and Step 1 of the grievance process may be by-passed.
- 9.12 The parties shall act in good faith in proceeding to adjust grievances in accordance with the terms of this Agreement.
- 9.13 Each of the parties shall be responsible for the expenses of its own witnesses to attend the hearing.
- 9.14 Mediation

The Employer and the Union at any time prior to the hearing date for an arbitration may agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood that any such mediator has no authority or powers under the terms of the collective agreement to impose or require the parties to accept a suggested settlement to the matter in dispute. All expenses and fees charged by the mediator shall be borne equally by the Employer and the Union. The parties may also agree to mediation/arbitration.

## **ARTICLE 10 - DISCIPLINE/DISCHARGE**

- 10.01 (a) An employee who has completed their probationary period, or any extension thereof, may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for such discipline, discharge or suspension with a copy being sent to the Union Representative.

- (b) For employees who have not completed their initial ninety (90) day probationary period, or any extension thereof, the Employer will be the sole judge regarding any disciplinary action to be taken after any investigation the Employer decides is sufficient. The Employer may terminate probationary employees, at its sole discretion, provided it is not done in a manner which is in breach of the Employer's obligations set out under Article 2.02.

- 10.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on their own behalf with the assistance of a representative of the Union.
- 10.03 If a disciplinary action taken involves a written warning, suspension or dismissal, the Employer shall notify the employee promptly, in writing, of the action taken and the reasons therefor, with a copy to the Union and a copy to the personnel file.
- 10.04 (a) An authorized Representative of the Union, the Shop Steward or another employee chosen by the employee concerned and who is currently at work, will be present at a meeting held by the Employer for the purpose of:
- (i) being formally interviewed where such interview could lead to disciplinary action;
  - (ii) given a reprimand;
  - (iii) suspended or discharged.
- (b) Unless it is not possible to do so, or the parties agree otherwise, any of the above actions by the Employer will take place at a meeting.
- 10.05 Employees shall have access to their personnel file, upon written request being given seven (7) days in advance by the employee involved. Employees shall be able to obtain copies of documents on their personnel file when requested. A copy of an employee's reply to any document contained in their personnel file shall become part of the employee's personnel file.
- 10.06 The signature of an employee on any disciplinary or other document given by the Employer shall indicate only receipt of said document.

- 10.07 There shall be one (1) personnel file maintained by the Employer for each employee.

### **ARTICLE 11 - HEALTH AND SAFETY**

11.01 Health and Safety

The Manitoba Eco-Network will participate in the Eco Centre joint Health and Safety Committee and one (1) representative of the Union will participate on the committee in accordance with the *Workplace Safety and Health Act*.

- 11.02 (a) The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will protect from factors adverse to employees' health, safety **and productivity**.
- (b) The Employer shall comply with all applicable safety legislation and regulations.

### **ARTICLE 12 - SENIORITY**

- 12.01 (a) Seniority shall be defined as the length of continuous employment with the Employer in the bargaining unit since the date of last hire, and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Seniority will continue to accrue during any period of paid leave of absence, illness, accident, vacation, compassionate care, bereavement, maternity, parental and adoption leave.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union in March of each year; **the seniority list shall include members' names, addresses, phone numbers and email addresses.**
- 12.03 Subject to 12.04, employees shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

12.04 An employee shall lose all seniority rights and shall be deemed to have terminated employment if such employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged or terminated and not reinstated through the grievance and arbitration procedure;
- (c) is laid off from active employment for more than twelve (12) calendar months;
- (d) fails to return to work within ten (10) working days following a recall and after receiving notice by registered mail to do so, unless a satisfactory reason is given for the failure to return. 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;
- (e) is absent without notification for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee for the failure to notify the Employer; and
- (f) fails to return to work on expiration of an authorized leave of absence unless a satisfactory reason is given by the employee for the failure to return.

12.05 Seniority shall be the governing factor in all matters of promotion, transfer, layoff and recall provided that the employee has the ability and qualifications for the position.

12.06 Transfers to Supervisory Positions

An employee who transfers to a position with the Employer, which is not covered by this Agreement, shall have the right to **return to the bargaining unit** within three (3) months of the effective date of such transfer. **The employee may also be returned to the former position** by the Employer. **In any event, the employee** will be returned to their former position or classification of service without loss of seniority.

12.07 Resignations

An employee shall provide written notice to the Executive Director or designate if they wish to resign their employment with the Employer. An employee shall give notice of resignation at least fourteen (14) calendar days prior to the date on

which their resignation is to be effective. The employee may rescind the resignation by delivering a written notice of rescission to the Executive Director or designate within forty-eight (48) hours of delivering the written notice of resignation.

### **ARTICLE 13 - VACANCIES AND NEW POSITIONS**

- 13.01 When a position becomes available, whether the Employer determines to fill a vacancy, or a new position is created within the scope of this Agreement, it shall be e-mailed to all bargaining unit members at least seven (7) calendar days prior to the application deadline. Such postings shall state the required qualifications, current or anticipated shift, hours of work and wage rate.
- 13.02 (a) Employees will have seven (7) calendar days from the date of posting to submit their bid in writing to the Employer and will be notified in writing of the disposition of their application with a copy to the Union.
- (b) The Employer may fill the vacancy on a temporary basis pending the completion of the posting period. The position shall be filled as soon as possible after the close of the posting period.
- 13.03 All successful applicants for a job posting are subject to a ninety (90) calendar day trial period. During this trial period the promoted (or transferred) employee may voluntarily revert or be returned by the Employer to their former position (and pay range) or status if the employee fails to demonstrate sufficient ability in the position.
- 13.04 When an employee is promoted, their wage will be determined as follows:
- (a) The new wage will be at the start rate of their new classification or if their present wage is higher than the start rate, it will be the next increment level in the new classification that offers an increase.
- (b) Subsequent increments, if any, shall be due on the anniversary date of the employee's date of promotion.
- 13.05 If an employee voluntarily transfers to a lower or equally paid classification, they shall be placed at the same increment level in the new classification as they were at the previous classification.

## **ARTICLE 14 - LAYOFFS AND RECALLS**

14.01 A layoff shall be defined as a reduction in the work force or a permanent reduction in the regular hours of work of a position as defined in this Agreement.

14.02 Both parties recognize that job security within a program shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. An employee about to be laid off may bump any employee with less seniority, provided that the employee has the ability and qualifications for the position.

14.03 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority provided they have the ability and qualifications for the position.

14.04 No New Employees

No new employees shall be hired until those laid off within the program have been given an opportunity of recall.

14.05 Severance

Except as provided in Article 14.06, in the event of layoff, employees may choose to retain their recall rights or may elect at the time the layoff becomes effective to receive severance in which case their employment shall be terminated and recall rights extinguished. If the employee elects severance they shall receive salary in lieu of notice in accordance with the provisions of the *Employment Standards Code* or, severance of one (1) week salary for each fully completed year of service, whichever is more. Severance shall be capped at twenty-six (26) weeks. Partial years shall be treated on a pro rata basis.

14.06 The Employer shall endeavour to provide a minimum of twenty-one (21) days' notice of layoff. If not feasible the Employer will permit the employee twenty-one (21) days from the date the notice is given to retain their recall rights or elect severance.

## **ARTICLE 15 - HOURS OF WORK**

15.01 Subject to Article 15.02, the basic workweek is as follows:

- (a) for full-time employees, it shall be thirty-five (35) hours to be worked in five (5) shifts of seven (7) hours per day from Monday to Friday inclusive;

- (b) for part-time employees, it shall be less than thirty-five (35) hours to be worked in no more than five (5) shifts from Monday to Friday inclusive unless otherwise agreed between the Employer and the employee.

## 15.02

Work Schedules

- (a) Standard office hours are Monday to Friday from 10:00 a.m. to 5:30 p.m., unless scheduled differently by the Executive Director.
- (b) The nature of the Employer's operation may occasionally require employees to work early mornings, evenings and/or weekends but employees will not regularly be scheduled to work Saturday or Sunday unless they agree.
- (c) Employees may request to work their required hours under a variety of alternative work arrangements and/or hours of work in a way that fulfils the requirements of the position. Alternative work arrangements must be coordinated with and approved by the Executive Director and Manager.
- (d) Flexitime
  - (i) All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 15.01), but where in the employee's judgement the work is essential to the operation of the program, shall be considered as flexitime.
  - (ii) The need for and use of flexitime will be reviewed with employees on a regular basis and the ongoing use of flexitime will be at the discretion of the Employer in consultation with the employee.
  - (iii) Flexitime will be maintained in a flexitime bank with a written record.
  - (iv) Flexitime will be compensated by granting equivalent time off at regular rate of pay.
  - (v) Employees are encouraged to take flexitime 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 after which no further flexitime will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities are to be made by mutual agreement between the Employer and employee.

- (vi) Flextime hours must be recovered during times where relief is not required.
- (vii) Flextime hours must not result in employees working more than forty (40) hours per week on average over a four (4) week period.
- (viii) Flextime banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee.

- 15.03 An employee shall be entitled to a minimum thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute paid rest periods.
- 15.04 Employees are encouraged to arrange medical and other personal appointments at times that will cause the least disruption to their work. If it is not possible to schedule such appointments during non-working hours, an arrangement shall be coordinated with the Executive Director.
- 15.05 When scheduled to work for a period of three hours or more, an employee who reports to work as scheduled and is not required to work or is required to work for less than three (3) hours, shall be paid the wage payable for the hours worked, if any or the regular wage rate for three hours of work, whichever is more.
- 15.06 An employee who reports for a scheduled period of less than three (3) hours is entitled to be paid the wage payable for the hours worked, if any or the regular wage rate for the scheduled hours of work, whichever is more. (For example, an employee who is scheduled to work for two (2) hours would be paid for two (2) hours, or more if more than two (2) hours are worked.)

## **ARTICLE 16 - OVERTIME**

- 16.01 Any pre-approved overtime worked by employees must be taken as banked time off from work by the employee.
- 16.02 **Any overtime worked under exceptional circumstances, which is not preapproved by the Employer, shall be compensated at the rate of one and one-half (1.5) times their basic rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.**

16.03 Banked Overtime

Overtime shall be compensated by granting the equivalent paid time off in lieu of overtime payment. Such time off shall be taken at a time that is mutually agreeable to the employee and the Employer. Employees shall receive one and one-half (1½) hours paid time off for each hour of overtime worked.

16.04 Employees shall use their accumulated overtime at any point before March 31 of the current fiscal year. Exceptions will be addressed by the Executive Director on a case-by-case basis. In the event of a dispute the Executive Director reserves the right to make the final decision.

**ARTICLE 17 - GENERAL HOLIDAYS**

17.01 (a) The following days shall be recognized and considered as paid general holidays:

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

and any other day or portion of a day designated by the Provincial Government.

(b) The Employer's office will be closed from December 23 at 5:00 p.m. until 10:00 a.m. on January 2. Within this period, the days that are not statutory holidays are regarded as paid holidays and are in addition to employees' normal vacation entitlement. If New Year's Day falls on the weekend, the following Monday is a holiday and staff will return on the Tuesday instead. This applies to all statutory holidays.

(c) If a general holiday occurs during an employee's annual vacation they shall be granted an alternate day off with basic pay to be taken at a time as mutually agreed.

17.02 All full-time employees who qualify for pay under this Article shall receive one (1) day pay at their regular hourly rate of pay for each general holiday.

- 17.03 An employee required to work on a general holiday will receive overtime at the rate of one and one-half (1.5) times their basic rate of pay and will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- 17.04 All part-time employees who qualify for pay under this Article shall receive general holiday pay in an amount equal to five percent (5%) of the wages that were paid to the employee during the four (4) week period immediately prior to the week in which the general holiday occurs.
- 17.05 If a full-time employee works on a general holiday they shall be given a day off in lieu of the general holiday, which shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

**ARTICLE 18 - VACATIONS**

- 18.01 The vacation year shall be from the 1<sup>st</sup> day of April in one year to the 31<sup>st</sup> day of March in the following year.
- 18.02 A full-time employee who has completed less than one (1) year’s continuous employment as of the cutoff date indicated in 18.01 will be granted vacation on a percentage of hours worked. (For example: an employee who has worked one-third [ $\frac{1}{3}$ ] of the regular hours in a year by April 1 would be granted one [1] week of vacation.) Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

18.03 Annual vacation shall be earned at the rate of:

<u>Years of Service as of April 1</u>	<u>Vacation Time Off</u>
1 Year, but less than 4 years	3 weeks
4 Years, but less than 7 years	4 weeks
7 Years, but less than 13 years	5 weeks
13 Years or more	6 weeks

18.04 The Employer will post a projected vacation entitlement list not later than the 1<sup>st</sup> day of March of each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

- 18.05 Employees may not take more than three (3) consecutive weeks of vacation at any one time unless otherwise approved by the Executive Director. Employees can take vacation a week at a time or break a week up and take it by days, subject to the approval of the Executive Director, and such request shall not unreasonably be denied.
- 18.06 The Employer will post an approved vacation schedule by May 1<sup>st</sup> of each year. The Employer will give due consideration to employee preference based on seniority, individual circumstances and operational needs, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 18.07 Vacation pay will be paid through equivalent time off with pay during the term of employment only. The Employer will not provide vacation pay as a cash pay-out, except upon termination and for casual and term employees who shall be entitled to the appropriate percent of vacation pay per pay period.
- 18.08 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:
- (a) Three (3) weeks per year - 6% of basic pay
  - (b) Four (4) weeks per year - 8% of basic pay
  - (c) Five (5) weeks per year - 10% of basic pay
  - (d) Six (6) weeks per year - 12% of basic pay
- “Basic pay” does not include overtime wages, a wage in lieu of notice or any vacation pay.
- 18.09 In the event that vacation credits have been used in advance of being earned, the value of such vacation credits will be deducted from an employee’s final paycheck.
- 18.10 The Employer reserves the right to reasonably limit the number of employees who may be on vacation at any one time.

- 18.11 Employees are encouraged to take their vacation and to enjoy the time away and allow for revitalization. Employees may request a carryover of annual leave, subject to program budget limitations and approval of the Executive Director.
- 18.12 In the event that an employee is admitted to hospital during their vacation, the employee may utilize sick leave credits to cover the period of hospital admission, and the displaced vacation shall be rescheduled. Proof of such care shall be provided if requested.
- 18.13 Where an employee is subpoenaed for jury duty, is in receipt of WCB benefits or the death of family member, as defined under Article 20.05, occurs 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 time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

#### **ARTICLE 19 - SICK LEAVE**

- 19.01 An employee who is unable to work due to illness, disability, quarantine or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable by either the Workers Compensation Board of Manitoba or by Manitoba Public Insurance (MPI) shall be entitled to their regular basic pay to the extent that they have accumulated sick leave credits.
- 19.02 An employee who is unable to report for work due to illness or injury shall inform their Supervisor or designate prior to the commencement of their next scheduled shift(s).
- 19.03 Sick leave entitlement will be calculated at the rate of one-half (0.5) day per pay period to a maximum of fifteen (15) days.
- 19.04 The unused portion of an employee's sick leave shall accrue for their future use to the maximum set out under 19.03.
- 19.05 Sick leave credits will accumulate on the same basis as seniority is accrued under Article 12.
- 19.06 An employee may be required to produce a certificate from a medical practitioner for any illness of four (4) consecutive working days or more, at the employee's expense. The Employer reserves the right to also require a doctor's certificate in the following circumstances:

- (a) where abuse is suspected;
- (b) to determine the approximate length of sick leave;
- (c) to establish the employee's ability to perform the duties of their position.

Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits.

- 19.07 There will be no payment in lieu of unused sick leave upon termination of employment.
- 19.08 Employees shall be provided, with a copy to the Union, on a quarterly basis, an accounting of accrued sick leave.
- 19.09 An employee may apply to utilize sick leave for the purpose of accompanying to medical appointments or providing care in the event of an illness of a spouse, child, parent, grandparent, grandchild or person who has the employee as the primary caregiver.
- 19.10 Once sick leave credits have been exhausted and in the event an employee is still unable to work, the Employer shall issue an ROE in order to allow the employee to apply for Employment Insurance through Service Canada.
- 19.11 When an employee is laid off on account of a lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

## **ARTICLE 20 - LEAVES OF ABSENCE**

- 20.01 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 20.02 Additional days off without pay in accordance with the provisions of the *Employment Standards Code* or for other compassionate reasons may be granted by mutual agreement between the Employer and the employee concerned.

20.03 Maternity Leave

- (a) A female employee who has been employed for at least twenty-six (26) weeks shall be granted a maternity leave of absence without pay. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.
- (b) Where an employee intends to return to active employment immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work.
- (c) A written request must be submitted not later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

20.04 Parental Leave

(a) Entitlements

Every employee

- (i) who,
  - (A) in the case of a female employee, becomes the natural mother of a child,
  - (B) in the case of a male employee, becomes the natural father of a child and assumes actual care and custody of his newborn child, or
  - (C) adopts a child under the law of a province; and
- (ii) who has been employed for at least twenty-six (26) weeks; and
- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to thirty-seven (37) weeks **in the case of**

**standard parental leave, or up to sixty-three (63) weeks in the case of extended parental leave.**

(b) Commencement of Leave

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

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

(c) Reinstatement of Employee

An employee who takes a maternity/parental leave of absence from employment is entitled to be reinstated in the position that the employee occupied when the leave of absence began. Where for any valid reason they cannot be reinstated in the position they previously held, they shall be employed in a comparable position with the same wages and benefits.

20.05 Bereavement Leave

- (a) Employees shall be entitled to bereavement leave of up to five (5) days without loss of regular pay or benefits when the employee is to be absent from work due to a death in their immediate family. The term “immediate family” shall mean: parent/guardian, child, spouse including common law spouse (of the same or opposite sex), brother, sister, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, fiancé, any other relative who has been residing in the same household.
- (b) Bereavement leave also may be extended to any other relative or friend that may be authorized at the discretion of the Executive Director.
- (c) Subject to the approval of the Executive Director, bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

- 20.06 The Employer shall, subject to operational requirements, grant Union leave to an employee for purposes of conducting Union business. The Employer will continue to pay the employee during the period of leave subject to total recovery of payroll and related costs from the Union which shall be remitted on a timely basis upon receipt of an appropriate invoice. Union leave will not normally be granted to more than one (1) employee at a time. Requests for Union leave shall neither unreasonably be denied nor unreasonably be requested.
- 20.07 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade qualifications relating to their employment, to a maximum of two (2) days per year.
- 20.08 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, such time will be considered flextime and will be banked.
- 20.09 Jury Duty
- An employee required to serve as a juror 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.
- 20.10 Citizenship
- Employees shall be allowed the necessary time off with pay to **take the citizenship test and to attend a citizenship ceremony to become a Canadian citizen.**
- 20.11 Professional Development
- The parties recognize the value of life-long learning and as such employees shall be entitled up to five (5) days of professional development opportunities with pay each calendar year. Employees shall be entitled to **five hundred dollars (\$500)** towards the cost of registration and can apply to the Executive Director for additional funding if the registration is over **five hundred dollars (\$500).**
- Professional development includes attendance at conferences, meetings, training sessions, educational events or courses and will qualify as contributing to the development of the individual's potential as an employee of the Employer. **Professional development shall be consulted with and approved by the Executive Director.**

20.12 Compassionate Care Leave

An employee is entitled to receive compassionate care leave in accordance with the provisions of the *Employment Standards Code*.

Employees shall be eligible for a compassionate care allowance equal to the difference between EI benefits and ninety percent (90%) of full pay for the duration of the leave on the condition they meet all of the following:

- (a) must request in writing to the Employer at least one (1) pay period in advance, unless circumstances necessitate a shorter period;
- (b) have been approved for EI Compassionate Care benefits;
- (c) have completed twelve (12) months of employment;
- (d) employees who qualify for Compassionate Care Allowance may use up to ten (10) days of their sick leave for the purposes of bridging the two (2) week unpaid waiting period as required for eligibility for EI Compassionate Care Benefits and shall receive ninety percent (90%) of their weekly rate of pay.

20.13 Domestic 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 domestic violence or abuse in their personal life 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.

**It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages he or she would normally earn for their regular hours of work.**

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 domestic 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 21 - BULLETIN BOARDS**

- 21.01 The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Shop Steward shall be entitled to use the Employer's e-mail system to inform members of any **Union related information.**

## **ARTICLE 22 - WAGES AND CLASSIFICATIONS**

- 22.01 Job classifications and schedules of wage rates for all employees shall be in accordance with Schedule "A" attached to and forming part of this Agreement.
- 22.02 Employees shall be paid every two (2) weeks.
- 22.03 Employees will progress based on the anniversary date of their employment, promotion or advancement on the grid as the case may be. Part-time employees will progress on a pro rata basis according to the formula one (1) year equals one thousand five hundred (1,500) hours worked.
- 22.04 Payment on Transfer Lower Rated Job
- When an employee is temporarily assigned for the convenience of the Employer to a position paying a lower rate, their rate shall not be reduced.
- 22.05 Temporary Assignment of Duty
- In the event that an employee is assigned temporarily to a higher paid position for more than one (1) day and provided the employee carries out a majority of the responsibilities of the position, they shall be paid the start rate of the higher

classification or if their present wage is higher than the start rate, it will be the next increment level in the new classification that offers an increase.

22.06 EcoPass/Active Transportation

All full-time employees shall receive an allowance of twenty-five dollar (\$25) per pay period in lieu of an EcoPass/Active Transportation program. Part-time employees shall receive a prorated amount based on the number of hours worked.

**ARTICLE 23 - PERSONAL DAYS**

- 23.01 (a) Each employee will be entitled to four (4) personal days off with pay a year.
- (b) These days are not to be taken out of sick leave. These days cannot be used to extend sick leave, vacation or bereavement leave unless mutually agreed by the Employer and the employee.

**ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**

24.01 Job Description

The Employer agrees to draw up and forward all job descriptions for all positions for which the Union is the bargaining agent within six (6) months of the signing of this Agreement or when new positions come into effect. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written concerns within thirty (30) days.

An employee directly affected by change in job description shall be consulted vis-à-vis changes in the job description.

**ARTICLE 25 - GENERAL**

- 25.01 Employees who utilize personal vehicles for business purposes are required to have a valid driver's license and the minimum insurance coverage required by law. Mileage will be reimbursed at the current rate per kilometer as set by the Province of Manitoba. The expenses related to gasoline consumed by personal vehicles are the responsibility of the employee. The owner/driver of the personal vehicle is responsible for all parking fines and moving violation tickets.

- 25.02 Employees shall be reimbursed for business and professional expenses incurred on behalf of the Employer for valid business purposes that are necessary and reasonable in order to conduct the Employer's business. The business purpose of all reimbursable expenses must be documented on an expense report sheet and receipts must be submitted. The expense report sheet must include all necessary information so as a third-party reviewer is informed of the business purpose.
- 25.03 Copies of Agreement
- The Union and Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. Electronic copies of the Agreement shall be supplied to all employees.
- 25.04 Correspondence
- The Employer shall notify the CUPE National Representative, in writing, of all promotions, demotions, transfers, layoffs, resignations and hirings.
- 25.05 All employment related legislation is incorporated by reference into this Agreement.
- 25.06 An electronic copy of the minutes of the Board shall be posted on the shared drive within four (4) weeks of each meeting.

## **ARTICLE 26 - DURATION OF AGREEMENT**

- 26.01 This Agreement shall be effective from April 1, 2020 and shall remain in effect until March 31, 2024.
- 26.02 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement.
- 26.03 Should the parties fail to conclude a new Collective Agreement 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.
- 26.04 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) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these requests, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

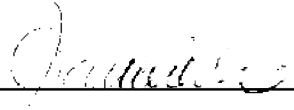
- 26.05 The Union shall give the Employer seven (7) calendar days' notice prior to the employees going out on strike.
- 26.06 The Employer shall give the Union seven (7) calendar days' notice prior to locking out the employees.
- 26.07 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement.

#### **ARTICLE 27 - PERFORMANCE APPRAISALS**


- 27.01 The Employer and the Union agree that the satisfactory performance of every individual is essential to the success of the organization. The Employer shall develop and maintain a performance evaluation process to provide for the ongoing review of employee performance relative to the normal job expectations to achieve satisfactory performance and ongoing employee development. The Employer shall provide the Union with copies and updates/amendments of its performance evaluation policy together with such documented information, instruction and guidance as is made available to supervisors/directors with respect to their role in appraising the performance of employees under their supervision.
- 27.02 The Employer agrees to perform an employee evaluation on probationary employees prior to the end of the probation period and on each permanent employee once a year.
- 27.03 The Executive Director, in collaboration with Managers and the Board of Directors, will perform an annual performance review for all employees. Within one (1) month following the performance review, the Employer will issue a letter to the employee stating the results of the review.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ON BEHALF OF THE:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ON BEHALF OF THE:  
MANITOBA ECO-NETWORK INC.:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

CC/wkp/cope 491  
September 6, 2022

**SCHEDULE "A"****Manitoba Eco-Network Inc.****WAGES**

<b>Employee Classification</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>	<b>After 4 Years</b>
Program Manager	\$22.50	\$23.06	\$23.64	\$24.23	\$24.84
Coordinator	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08
<b>Temporary Assistant (Student/Summer Job)</b>	<b>\$16.00</b>	<b>\$16.40</b>	<b>\$16.81</b>	<b>\$17.23</b>	<b>\$17.66</b>
<b>Director</b>	<b>\$24.00</b>	<b>\$24.60</b>	<b>\$25.22</b>	<b>\$25.85</b>	<b>\$26.49</b>

New classifications to be added to the Collective Agreement:

**Temporary Assistant (Student/Summer Job)**  
**(The parties agree that this will not be a permanent assistant position.)**  
**Start Rate: \$16.00/hr.**

**Director**  
**Rate: \$24.00/hr.**

2.5% wage increase per year for all classifications across the board.

A \$2.00 increase in start rates for all classifications.

**LETTER OF UNDERSTANDING**

between

**Manitoba Eco-Network Inc.**

and

**Canadian Union of Public Employees, Local 2348**

**RE: BARGAINING UNIT WORK**

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**The Employer shall not contract out work performed by the members of the bargaining unit.**

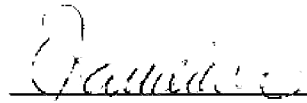
**Notwithstanding this Letter of Understanding, the Employer may contract out work where the nature and/or duration of the work makes it impractical to hire regular employee(s) to do the required work. In such event, the Employer agrees that:**


1. it will give advance notice in writing to the Union;
2. it will engage in meaningful consultations with the Union prior to implementing the change;
3. it will make every effort to retain existing employees;
4. in the event an employee is laid off as a result, the Layoffs and Recalls provisions of this Agreement shall apply.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ON BEHALF OF THE:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348:**

**ON BEHALF OF THE:  
MANITOBA ECO-NETWORK INC.:**

  
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