

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 2348

- and -



Indigenous Women's Healing Centre Inc.

Term of Agreement:
June 1, 2021 to May 31, 2024

Table of Contents

	PREAMBLE	1
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	MANAGEMENT RIGHTS	3
ARTICLE 3	RECOGNITION	3
ARTICLE 4	NO DISCRIMINATION/RESPECTFUL WORKPLACE.....	4
ARTICLE 5	CHECKOFF OF UNION DUES	5
ARTICLE 6	EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	5
ARTICLE 7	CORRESPONDENCE.....	6
ARTICLE 8	COMMITTEES	6
ARTICLE 9	LABOUR MANAGEMENT BARGAINING RELATIONS.....	7
ARTICLE 10	GRIEVANCE PROCEDURES	7
ARTICLE 11	ARBITRATION PROCEDURE.....	9
ARTICLE 12	REPRIMAND, SUSPENSION AND DISMISSAL.....	9
ARTICLE 13	SENIORITY	10
ARTICLE 14	PROMOTION AND STAFF CHANGES	12
ARTICLE 15	LAYOFFS AND RECALL	14
ARTICLE 16	HOURS OF WORK.....	15
ARTICLE 17	OVERTIME.....	17
ARTICLE 18	HOLIDAYS	18
ARTICLE 19	VACATIONS	19
ARTICLE 20	SICK LEAVE	21
ARTICLE 21	LEAVE OF ABSENCE	22
ARTICLE 22	PAYMENT OF WAGES AND ALLOWANCES.....	28
ARTICLE 23	JOB CLASSIFICATION/RECLASSIFICATION	31
ARTICLE 25	TERMINATION.....	32
ARTICLE 26	TERM OF AGREEMENT.....	32
ARTICLE 27	GENERAL.....	33
ARTICLE 28	AMALGAMATION/MERGER/REGIONALIZATION	34
	SCHEDULE "A" - WAGES.....	35
	APPENDIX 1 - RESPECTFUL WORKPLACE POLICY	39
	APPENDIX "A" - PER DIEM AND INCIDENTALS	44

PREAMBLE

It is the purpose of both parties to this Agreement:

1. To promote harmonious relations between the Employer and the Union;
2. To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
3. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
4. To encourage excellence of service; and
5. To maintain a safe work environment.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the desire of both parties to this Agreement to record conditions of employment between the Employer and the Union.

1.02 Definitions

- (a) The “Employer” shall mean Indigenous Women’s Healing Centre Inc.
- (b) An “employee” is a person employed by the Employer and covered by this Agreement.
- (c) The “Union” shall mean the Canadian Union of Public Employees, Local 2348.
- (d) A “full-time” employee is one who regularly and recurringly works eighty (80) hours biweekly.
- (e) A “part-time” employee is one who is not full-time and works on a regular and recurring basis.
- (f) A “term (temporary)” employee is one who works full-time or part-time and whose duration of employment is limited to a specific term.
- (g) A “grant” employee is one who works on a project funded through a government or non-government grant. The Employer shall use its best efforts to obtain a level of funding for grant employees, which will allow it to provide a salary and benefits in accordance with this Collective Agreement. Nothing in this definition or Agreement shall require the Employer to continue or extend a project funded by a government or non-government grant once it has concluded.

(h) Casual Employees

A “Casual Employee” is an Employee who is not regularly scheduled to work on a recurring basis, generally used to fill in for employees who work on a regular and recurring basis.

- (i) Save and except this Sub-Article, Casual Employees are not covered under this Agreement and shall not be governed by the rights and obligations therein.
- (ii) The Employer acknowledges that Casual Employees are generally to be used to fill in for employees when they are unable to work due to illness or vacation and in circumstances when extra support is needed in addition to the employees scheduled.
- (iii) The Employer shall not utilize Casual Employees in a manner which erodes the bargaining unit or results in the layoff of permanent employees.

(i) A “Shop Steward” is an employee who has been appointed by the Union who is authorized to act as a representative of the Union in the workplace.

(j) A “spouse” shall mean persons (including those in same sex spousal relationships) who are:

- (i) married to each other; or
- (ii) who have cohabitated **in a common-law relationship** for a period of not less than one (1) year.

(k) A “CUPE National Representative” is a person employed by the Union who has been assigned to represent the employees of the Employer, namely for the purposes of administering this Agreement.

(l) “Service Providing Site” shall mean the Employer’s sites where services are provided to clients and employees are stationed to work; currently being the sites at 105 Aikins Street and 667 Ellice Avenue. In the event that a new Service Providing Site is opened, then this definition shall include any such new site.

1.03

Qualifications for and entitlement to benefit plans shall be governed by the plan texts. This would also include people who are on term (temporary) positions if they qualify according to the plan.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the working force rest exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to: ensure the safety and well-being of all residents and employees; hire, promote, demote, classify, transfer, layoff, and recall employees; make, enforce, and alter, reasonable rules, policies and practices, to be observed by the employees; and to determine the nature and kind of service to be provided, the equipment and materials to be used, the methods and techniques of work, the standard of service provided, the assignment of work, the scheduling of operations, and the extension, limitation, curtailment or cessation of operations or any part thereof, except as otherwise limited in this Agreement or by Law.
- 2.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Manitoba Labour Board Certificate No. 7312 dated August 2, 2018.

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 This Agreement is fully applicable to all part-time and term (temporary) employees on a pro rata basis based on actual hours worked in relation to forty (40) hours per week. All benefits, including vacation credit for part-time and temporary if applicable, will be calculated on a pro rata basis based on actual hours worked in relation to forty (40) hours per week.

The pro rata formula shall be calculated as follows:

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \quad \times \quad \text{Entitlement of a full-time employee}$$

- 3.04 Save and except Casual Employees, staff of the Employer whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit.

- 3.05 Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain 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 and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 4 - NO DISCRIMINATION/RESPECTFUL WORKPLACE

4.01 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.

Unless allowed under *The Manitoba Human Rights Code*, the Parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race;
- nationality or national origin;
- ethnic background or origin;
- religion or creed, religious belief, religious association or religious activity;
- age;
- political belief, association or activity
- sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- gender identity;
- sexual orientation;
- marital or family status;
- source of income
- physical or mental disability or related characteristics, including reliance on a service animal, a wheelchair, or any other remedial appliance or device; or
- social disadvantage

4.02 No Abuse or Harassment

The Employer and the Union agree that no form of abuse or harassment against employees, **the Employer, the residents, or others** 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.

To assist in the minimizing both the frequency and impact of abuse and harassment directed towards employees and others in the workplace, the Employer shall ensure that their Respectful Workplace Policy is implemented consistently and in accordance with the principles contained in this Article. The Employer shall ensure that a copy of the Respectful Workplace Policy, attached as Appendix "1" to this Agreement, is readily available for all employees and posted in the workplace.

ARTICLE 5 - CHECKOFF OF UNION DUES

- 5.01 The Employer shall deduct from every employee any regular monthly dues levied by the Union on its members.
- 5.02 Deductions shall be made from each payroll and shall be forwarded to the Canadian Union of Public Employees National Office not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses, classifications of employees from whose wages the deductions have been made and amounts of deductions for each employee.
- 5.03 Dues Receipts
- The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.
- 5.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union and this Agreement is in effect.
- 6.02 A Shop Steward shall be given an opportunity to meet each new full and part-time employee within regular working hours, without loss of pay, for up to twenty (20) minutes during the first week of employment. The Shop Steward will provide the new employee with a list of Union Stewards and a copy of the Collective Agreement. The time of the meeting will be arranged in advance.

The purpose of **such meetings** is to acquaint the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - CORRESPONDENCE

- 7.01 The Employer will notify the CUPE National Representative, in writing, of all terminations, layoffs, resignations and hirings. The Employer shall recognize only those representatives, stewards and officials whose names and, where necessary, addresses, were last forwarded in writing to the Employer.

ARTICLE 8 - COMMITTEES

- 8.01 (a) Labour Management Committee

A Labour Management Committee shall be established consisting of up to three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet at least semiannually and shall enjoy the support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations. The parties can agree to meet more often than twice a year if agenda items are submitted.

- (b) Chairperson of the Meeting

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

- (c) Jurisdiction of Committee

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

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

- 8.02 Workplace Safety and Health Committee

- (a) 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.
- (b) 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.

- (c) 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.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, posted for employee review and placed in the Workplace Safety and Health Binders.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 One (1) employee from each Service Providing Site shall be allowed to attend meetings at which the Employer is present for the purpose of contract negotiations without loss of wages or benefits **to the employee. The Union will reimburse the Employer, upon being invoiced, for any leave under this provision.** The Union will advise the Employer of the members of its negotiating committee.

9.02 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.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 Shop Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint two (2) Shop Stewards at each Service-Providing Site, whose duties shall be to assist any employee whom the Union represents in preparing and in presenting their grievance in accordance with the grievance procedure.

10.02 The Employer agrees that Shop Stewards shall not be hindered, coerced, restrained, or interfered with in any way in performing their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their supervisor, and giving reasonable notice mutually agreed upon between the supervisor and Shop Steward. Such permission shall be provided as soon as possible and will not be unreasonably withheld.

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

10.04 Settling of Grievances

Step 1

The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to their immediate supervisor. The grievance must be submitted within fifteen (15) working days of the event or knowledge of the event giving rise to the grievance. The supervisor shall render their decision within fifteen (15) working days after receipt of the grievance.

Step 2

Failing satisfactory settlement being reached in Step 1, the Union will submit to the Executive Director or designate a written statement of the particulars of the grievance and the redress sought within fifteen (15) days of the supervisor's decision **at Step 1**. The Executive Director shall render their decision within fifteen (15) working days after receipt of the written statement.

Step 3

Within twenty (20) working days after receiving the Executive Director's reply **at Step 2** and failing satisfactory settlement, the Union may refer the dispute to arbitration by giving notice to the other party in writing. In the case of discharge or suspension, Step 1 of the grievance procedure shall be by-passed.

10.05 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation of **the Agreement** occurs, Step 1 of this Article may be by-passed. Such grievances shall be filed within twenty (20) working days following the event or knowledge of the event giving rise to the grievance.

10.06 Time Limits

The time limits in the arbitration procedure may be extended by consent of the parties.

10.07 CUPE National Representatives shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to assist in the settlement of a grievance.

10.08 At any time during the grievance procedure in this Article or the arbitration procedure in Article 11, the parties by mutual agreement may refer the matter to mediation in an effort to resolve the grievance.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party to the Agreement.
- 11.02 Both parties shall agree to the selection of a sole arbitrator within fifteen (15) working days following the matter being referred to arbitration.
- 11.03 In the event of a failure to agree upon the sole arbitrator within fifteen (15) working days, the parties have agreed that the following arbitrators shall serve in rotation, namely:
- (a) Keith LaBossiere
 - (b) **Colin Robinson**
 - (c) Michael Werier
- 11.04 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 11.05 The sole arbitrator shall determine their own procedures but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within ninety (90) working days from the time it holds its final meeting.
- 11.06 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 11.07 Each party shall pay one-half (1/2) the fees and expenses of the sole arbitrator.
- 11.08 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 11.09 The time limits in the arbitration may be extended by the consent of the parties in writing.

ARTICLE 12 - REPRIMAND, SUSPENSION AND DISMISSAL

- 12.01 Where appropriate, employees shall receive verbal reprimands as a first step in the disciplinary process.
- 12.02 An employee may be disciplined, discharged or suspended for just cause only, subject to Article 13.03.

12.03 The employee shall be notified in writing outlining the circumstances which made the disciplinary action necessary.

12.04 When a meeting is required between the Employer and employee for the purpose of investigating a **potential** offence, the Employer will inform the **affected** employee that they have the right to have a Shop Steward or CUPE National Representative present at such a meeting. It is understood that at this meeting, the Employer will notify the employee and the Shop Steward or CUPE National Representative of the alleged conduct of the employee and will provide the employee with the opportunity to respond to the allegations.

12.05 Personnel File

For the purposes of this Article there shall be only one official personnel file for each employee.

12.06 An employee shall have the right upon written request to review their personnel file and such review will take place within fifteen (15) working days of the request being made. The employee shall have the right to respond in writing to any document contained therein. Such response shall become part of the file. An employee shall have the right to a copy of any material contained in their personnel file. An employee is allowed to bring a Shop Steward or CUPE National Representative if they so wish. A member of the Employer's human resources department shall be allowed to supervise the review, which shall take place in the workplace.

12.07 Employee Health Files

The Employer agrees to have a separate and secure storage of employee's personal health information.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the total accumulated hours worked in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining promotion, transfer, layoff and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total accumulated hours worked in the bargaining unit. An up-to-date seniority list **containing the employees' email addresses, provided they have been provided to IWHC**, shall be sent to the Union once yearly.

- 13.03 Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring.

The Employer shall have the authority to extend an employee's probationary status for an additional three (3) month period. In the event an employee's probationary status is going to be extended, the employee and the Union must be notified of the extension no less than two (2) days before the employee has completed three (3) months of employment with the Employer.

During the probationary period, employees shall be entitled to all rights and benefits of the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims the dismissal was done in an arbitrary or discriminatory manner. After completion of the probationary period, seniority shall be effective from the original date of employment.

- 13.04 Seniority will determine the level of benefit entitlement of such benefits as vacation and increment step. Actual entitlement in any calendar year of benefits such as vacation and sick leave is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid sick leave; or
- (c) unpaid leave of absences up to four (4) weeks.

- 13.05 An employee shall lose their seniority and their employment shall be deemed terminated in the event:

- (a) they are duly terminated and not reinstated;
- (b) they resign in writing;
- (c) they are laid off for a period of longer than twenty-four (24) months;
- (d) they do not report to work when recalled after two (2) weeks' notice by registered letter sent to the last address they gave the Employer, except where a laid off employee is required to give a maximum of two (2) weeks' notice to another Employer;
- (e) they are absent from work without a written leave of absence for more than three (3) days unless a satisfactory reason is given by the employee;
or
- (f) they fail to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

- 13.06 Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence, including union leave;
 - (b) is on any period of paid sick leave;
 - (c) is on any period of paid vacation;
 - (d) is on any period of approved maternity leave;
 - (e) is on any period of approved parental leave;
 - (f) is on any period of workers compensation benefits; or
 - (g) is on any period of compassionate care leave under Article 21.11.
- 13.07 Seniority will be retained, but will not accrue, if an employee:
- (a) is on any period of unpaid leave of absence to a maximum of twenty-four (24) months;
 - (b) is laid off for less than twenty-four (24) months;
 - (c) is on the trial period of an out-of-scope position; or
 - (d) is on a leave of absence as a result of illness/accident, receiving benefits under the long-term disability coverage up to a maximum of twenty-four (24) months.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall, if the Employer intends to fill the position, post notice of the position in the Employer's office and on the bulletin boards in the staff room for a minimum of seven (7) consecutive days. This posting will take place during the first week after the Employer makes the job available for application.

14.02 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.

- 14.03 In filling vacancies, the Employer shall choose the senior individual whose qualifications, ability and skill meet the requirements of the position. In the event no internal candidate meets the requirement of the posting to be filled, the Employer will proceed with an external process. The requirements and qualifications contained in the posting shall be fair and reasonable in relation to the position posted.
- 14.04 The requirements and qualifications contained in the posting shall be fair and reasonable in relation to the position posted and consistent with the job description provided to the Union in accordance with Article 23.
- 14.05 Employees who participate in a selection process for a posted position will not lose any pay or benefits for the period during which their presence is required for the purposes of the selection process.
- 14.06 Candidates shall be advised in writing of the result of the competition.
- 14.07 (a) A promoted or transferred employee shall be on a trial basis for a period of three (3) months. If the employee, in the opinion of the Employer, is found to be unsuitable for the job during the trial period, the Employer may, at any time during the trial period, return them to their former position at the same wage or salary rate and without loss of seniority. Any other employee who has been promoted or transferred because of the re-arrangement of position, shall be returned to their former position and salary rate and without loss of seniority.
- (b) In the event that the employee is not able to or does not wish to complete the three (3) month trial period, they shall be returned to their former position, salary rate and previous seniority level. Any other employee who has been promoted or transferred because of the rearrangement of position shall also be returned to their former position and salary rate and without loss of seniority.
- 14.08 Within seven (7) days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted on the bulletin board in the front offices.
- 14.09 For the purposes of this Article grant and Casual Employees shall be considered senior to non-employees.
- 14.10 The parties agree that when the Employer reasonably knows that a position shall be temporarily vacant for more than sixty (60) calendar days, it shall be posted as per the terms of this Article.

- 14.11 Should a temporary vacancy occur that will be for less than sixty (60) calendar days, and the Employer determines it is necessary to fill the vacancy, the Employer will attempt to fill the vacancy first from among the permanent employees within the classification by seniority. Upon completion of the temporary vacancy, the employee shall be allowed to return to their former position.

ARTICLE 15 - LAYOFFS AND RECALL

- 15.01 A Layoff shall be defined as a reduction in the work force or a planned reduction in the regular hours of work as defined in this Agreement lasting two (2) or more consecutive weeks.

- 15.02 Employees to be laid off shall be given a minimum of two (2) weeks' 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 they not been laid off. Layoffs within each job classification of the bargaining unit shall be determined by seniority, with the person holding the least seniority in the job classification being laid off first. Layoffs involving permanent employees shall only occur after the Employer considers reasonable alternatives to a layoff, including but not limited to voluntary resignations/retirements, voluntary leaves of absence and other employment opportunities within this bargaining unit.

An employee to be laid off may exercise their seniority to displace an employee with less seniority in any lower paying classification, provided the employee has performed the same or related work in the classification of the displaced employee, or, provided the employee has the necessary skills and ability to perform the work of the displaced employee.

- 15.03 "A Displaced Employee" shall be defined as an employee who, as a result of a layoff, occupies a position in a classification other than the one they occupied prior to the layoff date, or an employee occupying a position in the same classification with fewer hours than they received prior to the layoff date.

- 15.04 When work becomes available in a certain job classification, the laid-off employee shall be recalled to work in order of seniority provided they possess the necessary qualifications, skill and ability to perform the work required and has not lost seniority in accordance with Article 13.05.

A Displaced Employee who either exercised their bumping rights instead of taking a layoff, or who has accepted a recall notice at a different classification, shall be returned to their previous classification, at their previous wage level, if the employee so desires, when work again becomes available in their former classification, provided the employee is the most senior Displaced Employee and has not previously refused a written recall to the position.

- 15.05 No new employee shall be hired until all employees on layoff have been given an opportunity of recall. Such notice will be by registered mail or courier and must be responded to within one (1) week.

ARTICLE 16 - HOURS OF WORK

- 16.01 Regular hours of work for full-time employees shall be eight (8) hours per day within five (5) consecutive days.

16.02 Breaks

- (a) Employees working a shift of seven (7) hours or more shall be entitled to one (1) paid, uninterrupted one (1) hour meal period daily and two (2) paid, uninterrupted fifteen (15) minute rest periods daily.
- (b) Employees working a five (5) to seven (7) hour shift shall be entitled to a paid fifteen (15) minute break and a paid one (1) hour meal period.
- (c) Employees working a shift of less than five (5) hours shall be entitled to a fifteen (15) minute paid break.

Employees shall be required to stay in the workplace when taking their break. Upon approval from the Employer, the employee shall be allowed to leave the workplace. Such approval shall not be unreasonably withheld and shall be granted as operational requirements permit.

- 16.03 An employee shall not be required to change shifts without first receiving at least twelve (12) consecutive hours off duty between shifts, unless otherwise agreed to between the employee and the Employer.

- 16.04 Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Requests for specific days off duty shall be submitted in writing at least one (1) week prior to the date being requested. Once posted, the shift schedule shall not be changed without the knowledge of the employee(s).

The Employer agrees in cases of low occupancy, when it may be necessary to adjust working hours, every effort will be made to notify employees by 3:00 p.m. the previous day that shifts for the next day may be changed, reduced or cancelled.

- 16.05 Requests for interchanges in posted shifts shall be submitted in writing, co-signed by the employee willing to exchange shifts with the applicant, delivered to the Employer forty-eight (48) hours in advance of the change. **Interchanges will be subject to the Employer's approval.**

16.06 An employee will receive consideration in their scheduling to allow them to pursue academic course(s) to further their education. Whenever operationally possible, with service continuity being a consideration, the granting shall be based on them submitting their written request at least eight (8) weeks prior to commencing the academic courses.

16.07 An employee shall receive a minimum of three (3) hours' pay at any time they are required to come to work, with the exception of the following circumstances:

- (a) scheduled staff meetings;
- (b) scheduled performance evaluation meetings; and
- (c) meetings between an individual employee (and their Shop Steward if applicable) and the Employer that cannot be held during the employee's normal working hours.

In these circumstances, the employee shall receive a minimum amount of pay equal to the scheduled length of the meeting.

16.08 Whenever possible the Employer shall make reasonable efforts to give reasonable notice to employees affected by a shift change. For the purposes of this Article, the Employer will, whenever possible, give at least three (3) hours' notice, unless there are special circumstances, or the Employer is unable to reach the employee.

16.09 Replacing Staff

When replacing employees who are absent due to illness or vacation, the Employer will assign those shifts to part-time employees who have indicated their desire to fill those shifts, (based on seniority and qualifications). If there are no part-time employees who are willing and able to fill the shift, the Employer will assign those shifts to Casual Employees.

If the Employer is unable to fill the shift with a part-time or Casual Employee, it will be offered to full-time employees in seniority order and who are qualified to perform the work available.

16.10 An employee shall not be subject to any discipline if they are unable to report for work during a snow storm or other circumstances when public transportation is not working, or the conditions of the roads prevent an employee from attending the workplace. An employee shall be entitled to use a vacation day, any banked time or Mental Health/Family Related Leave day for any loss of pay as a result of not being able to attend the workplace under this Article.

16.11 Flexitime

A “flex” time approach to daily work is recognized by the Employer and the Union. Upon prior approval from the Employer, employees may start and finish at flexible hours to match their work schedule. In circumstances where prior approval cannot be reasonably obtained, the Employer may authorize flexitime after it has been worked.

Any hours worked that have been approved as flex time hours shall be banked, and banked flexitime taken back will be scheduled upon approval from the Employer.

16.12 **An employee can and will only be considered on call where they have been asked by an Operations Manager or their designate and the employee has agreed to be on call. An employee who agrees to be on call shall be entitled to a payment of two dollars (\$2.00) for each hour that they agree to be on call for.**

An employee who agrees to be on call is only required to respond to emergency phone calls from staff.

An employee is not expected nor required to respond to any text message or other text-based communication.

An employee who is on call in accordance with this Article and is called into work shall be compensated in accordance with Article 16.07 and Article 17, in addition to on call pay.

16.13 Night Shift Premium

The night shift shall receive an **eighty cents (\$0.80)** per hour shift premium when a majority of the hours fall between 2400 and 0800.

ARTICLE 17 - OVERTIME

17.01 All authorized time worked beyond the normal work day or weekly period, as defined in Article 16, shall be considered as overtime.

17.02 Compensation for Overtime

Overtime shall be banked, and an employee shall receive paid time off at a rate of one and one half (1.5) time. An employee may bank up to forty (40) hours of overtime to be used within the calendar year.

- 17.03 Overtime shall be on a voluntary basis and no employee shall be required to work overtime against their wishes, unless there is an emergency requiring an employee to work overtime, or an incident occurs in the workplace requiring an employee to write and file an incident report within a period of time prior to the commencement of their next scheduled shift.
- For the purposes of this Article, “Emergency” shall mean when an employee is directly dealing with and in the middle of a crisis situation with a resident and it cannot be handed off to another employee, or when the employee is the only employee at a Service Providing Site.
- 17.04 If an employee gets called into work while on vacation, they will be paid for all hours worked, as well as bank overtime equal to one-half of the hours worked. The employee will be able to reschedule the vacation day that would have been used had they not been called in.
- 17.05 Except for overtime in circumstances as prescribed in Article 17.04, an employee must have overtime authorized by their supervisor. For the purposes of this Article, authorization can be obtained prior to, during, or after the overtime is actually worked.

ARTICLE 18 - HOLIDAYS

- 18.01 The Employer and the Union recognize the following as paid holidays:
- | | |
|------------------|---------------------------------------|
| New Year’s Day | Jour de Louis Riel Day |
| Good Friday | Easter Monday |
| Victoria Day | Aboriginal Day-June 21 |
| Canada Day | Terry Fox Day |
| Labour Day | Truth and Reconciliation Day-Sept. 30 |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |
- and any other day proclaimed as a holiday by the Federal or Provincial Governments.
- 18.02 An employee who is scheduled to work **on a holiday** shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked on that holiday and in addition, qualifying employees shall receive one day off with pay, within thirty (30) days after the holiday or at a later date mutually agreed upon by the employee and the Employer.
- 18.03 Qualifying full-time and part-time employees who are not scheduled to work on the holidays listed in Article 18.01 shall receive holiday pay equal to one (1) day’s pay or another day off with pay at a time mutually agreed upon by the employee and the Employer. Failing mutual agreement, the Employer shall assign the day off as reasonably as practical in the opinion of the Employer.

- 18.04 The statutory standard of eligibility shall apply in determining whether an employee qualifies for payment of holidays as outlined in this Article.
- 18.05 For the purpose of calculating holiday pay, the day on which the majority of the shift hours are worked by an employee shall be deemed conclusively to be the day worked.
- 18.06 When approving vacation requests in the period between Christmas Eve and New Years' Day the Employer will grant each employee as many consecutive days off as operational requirements permit.
- 18.07 Unless otherwise agreed to by the Employer and employee, an employee shall not be obligated to work both Christmas Day and New Year's Eve. The period of time covered by this clause with respect to New Year's Eve would be from 7:30 p.m. on the 31st to 7:30 a.m. the following day.

ARTICLE 19 - VACATIONS

- 19.01 Vacation entitlement shall be calculated based on the number of years of continuous service at the employee's anniversary date. The vacation year will be from January 1st to December 31st of each year. Vacation entitlement for full-time employees is as follows:
- (a) During any year of continuous employment - the full vacation entitlement that the employee would have been entitled to upon completion of that year may be taken in advance of fully being earned. If the employment of that employee comes to an end prior to that vacation being fully earned, pay for the unearned portion taken will be deducted by the Employer from the final paycheque.
 - (b) Less than five (5) years of continuous employment – fifteen (15) working days;
 - (c) Five (5) to nine (9) years of continuous employment – twenty (20) working days;
 - (d) Ten (10) to fourteen (14) years of continuous employment – twenty-five (25) working days; and
 - (e) Fifteen (15) years or more of continuous service – thirty (30) working days.
- 19.02 Vacation entitlement for other than full-time employees shall be as follows:
- (a) Less than five (5) years of service - vacation pay in the amount of six percent (6%) of their regular earnings for the previous twelve (12) months based on anniversary date;

- (b) Five (5) to nine (9) years of service - vacation pay in the amount of eight percent (8%) of their regular earnings for the previous twelve (12) months based on anniversary date;
- (c) Ten (10) to fourteen (14) years of service - vacation pay in the amount of ten percent (10%) of their regular earnings for the previous twelve (12) months based on anniversary date; and
- (d) After fifteen (15) years of service or more - vacation pay in the amount of twelve percent (12%) of their regular earnings for the previous twelve (12) months based on anniversary date.

19.03 If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation.

19.04 For full-time employees, vacation pay for each hour of vacation shall be at the regular rate of pay effective immediately prior to the vacation period.

For part-time employees and for the purpose of calculating vacation pay, regular earnings shall be hourly wages normally earned.

19.05 The Employer shall post a vacation request form for the period of (February 15 to December 31) no later than January 15th of the year in which the vacation shall be taken and allow employees to express their preference as to dates for a period of one (1) month provided employees receive notice of accrued vacation on or before January 15th. **Requests will be submitted to the Operations Manager or designate.**

19.06 When a request is submitted by February 15th of the year in which the vacation shall be taken, vacation will be granted by seniority. If the request is received after February 15th, vacation will be granted on a first-come, first serve basis.

Vacation requests for within the period of January 1 – February 15th of the year requested will be granted by seniority.

Once vacation is approved it shall not be changed unless mutually agreed upon by the employee and the Employer.

19.07 At the employee's request, up to five (5) days of vacation leave may be carried forward to the next year to supplement the vacation period of that year. Such deferral must be at the request of the employee and must be approved by the Executive Director. Deferral arrangements must be documented and filed. Under no circumstances may deferred vacation plus current year's entitlement exceed thirty (30) days.

19.08 Vacation earned in any year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee.

19.09 Notwithstanding Article 19.06, employees may elect to take vacation for periods as little as one (1) day at a time. When scheduling vacations, the maximum length of one vacation period scheduled shall twenty (20) working days.

19.10 By September 1st of each year, the Employer shall advise each employee in writing the amount of vacation leave remaining to their credit and what vacation they have used. Employees will be given until September 30th to request their preference for remaining vacation entitlement. The vacation will be granted by seniority, subject to operational needs and subject to vacation already approved.

19.11 Part-time Vacation

Part-time employees will have the option of receiving their vacation pay in accordance with Article 19.02 either on each pay statement or when they take vacation time, in which case they shall accrue their vacation pay. Part-time employees that choose to accrue their vacation pay will receive vacation time off as set out under Article 19.01 and will receive vacation pay on a pro rata basis when they schedule and take vacation. For example, a part-time employee who is entitled to four (4) weeks' vacation, who takes a week of vacation will receive one-quarter ($\frac{1}{4}$) of their accrued vacation pay entitlement.

19.12 No Deduction

Where an employee qualifies for paid sick leave, bereavement leave, jury leave, or any other approved leave of four (4) weeks or less (except Maternity, Parental or Compassionate Care Leaves which shall not be subject to the four (4) week provision), during or prior to their period of vacation, there shall be no deduction from an employee's accrued vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work by virtue of illness or injury, or in attendance at an appointment, or under the care of a doctor, dentist, or other health practitioner, in any case, for which compensation is not payable under the *Workers' Compensation Act*.

20.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter ($1\frac{1}{4}$) days per month of service. Part-time employees shall earn a prorated amount of sick leave credits based on paid hours. The unused portion of an employee's sick leave shall accrue for their future use to a maximum of ninety (90) days.

- 20.03 Should an employee be incapacitated due to illness or injury for three (3) days or longer during their vacation period, an employee may take such time as paid sick leave, provided they have sufficient sick leave accrued. Any time so taken shall, at their request, be credited to their vacation bank. Such leave must be documented with a medical certificate if requested by the Employer.
- 20.04 Illness in the Family
- An employee shall be entitled to use accumulated sick credits for the purpose of providing for the needs during illness of a person in the employee's family as defined in Article 21.02.
- 20.05 An employee may be required by the Employer to provide satisfactory proof of any claim for sick leave. In the event an employee is claiming one (1) day or less of sick leave, such proof shall only be required if the Employer has reasonable grounds to suspect abuse thereof. The Employer shall reimburse the employee for any reasonable cost incurred in obtaining required documentation.
- 20.06 At an employee's annual performance evaluation, the Employer shall advise the employee of the sick leave accrued to their credit. Notwithstanding, the Employer will advise an employee of their sick leave accrual at any time upon request.
- 20.07 The parties agree that no employee shall have their employment terminated solely as a result of making an application or receiving benefits through Workers Compensation.
- 20.08 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.
- This provision also applies to employees who went from a permanent/term position, where they had banked sick leave credits, to a casual position. It is recognized that while working as a casual the employee would not be entitled to sick leave credits until they are in a term/permanent position.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Leave of Absence for Union Functions
- (a) Upon written request to the Employer with sufficient notice, an employee elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence **with** pay. The Union will reimburse the Employer, upon being invoiced, for any leave under this provision. A leave under this provision shall include meetings of the Union's bargaining committee which are not contemplated under Article 9.01.

- (b) 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 leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave shall be renewed biannually, by mutual consent of the Union and the Employer.

21.02

Bereavement Leave

- (a) An employee shall be entitled to **bereavement** leave of four (4) working days' leave without loss of pay or benefits in the case of the death of a parent, de facto parent, spouse, common-law spouse (cohabiting one [1] year continuously, including same sex partner), fiancé, sibling, child, stepchild, adopted child, grandparent or grandchild.
- (b) An employee shall be entitled to **bereavement** leave of two (2) working days' leave without loss of pay or benefits in the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, godchild, aunt, uncle or any relative living in the household.
- (c) One (1) day bereavement leave may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.
- (d) Up to one (1) days' leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer.

Up to one (1) days' leave without pay shall be granted to attend a funeral as a mourner.
- (e) An additional unpaid leave may be granted for the above upon application to the Employer.
- (f) Probationary employees shall be entitled to an unpaid bereavement leave for the durations stipulated above.

21.03

Court Leave

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay for straight time hours necessarily lost from work and remit to the Employer any payment received except reimbursement of expenses. This does not apply if the employee is excused early and fails to return to work or if attendance at court falls on a day the employee is not scheduled to work.

21.04

Maternity Leave

- (a) An employee who has been employed for at least seven (7) months shall be granted a **maternity** leave of absence without pay. Said employee **may** return to work within seventeen (17) weeks unless the employee wishes to take parental leave immediately following **maternity** leave.
- (b) Where an employee intends to return to active employment immediately following **maternity** leave the employee must give the Employer a minimum of two (2) weeks' notice in advance of the day the employee intends to return to work.
- (c) A written request must be submitted no later than the end of the twenty second (22nd) 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.
- (d) Employees who take this leave will continue to accrue seniority in accordance with Article 13.06.

21.05

Parental Leave(a) **Entitlements**

Every employee

- (i) who,
 - (A) becomes the natural parent of a child; or
 - (B) is the parent of a child and assumes actual care and custody of the new-born child; or
 - (C) adopts a child under the law of a province; and
- (ii) who has been employed **by IWHC** for at least seven (7) months; 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 continuous period of up to thirty-seven (37) weeks for regular parental leave or up to sixty-three (63) weeks in the case of extended parental leave.

- (b) An employee taking both **maternity** leave and parental leave must take both continuously, unless approved by the employer.

21.06 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.

21.07 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 commencement of the parental leave, unless the employee and the Employer otherwise agree.

21.08 Benefits during Maternity Leave/Parental Leave

The employee shall have the right, to continue all payments for benefits as per Article 24.

21.09 General Leave

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

21.10 The Employer shall reimburse the costs of training designed to improve the employee's quality of performance provided such programs have been approved by the Employer in writing. The course must be successfully completed, and the amounts must be in accordance with said approval.

21.11 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 **with IWHC** 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, totaling 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 (1) 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" means spouse, common-law partner, child, child of spouse or common-law partner, parent, parent of spouse or common-law partner, or any other family member included by regulation under *The Employment Standards Code* of Manitoba.
- (f) An employee may end their compassionate leave early by giving the Employer at least forty-eight (48) hours' notice.
- (g) Subject to the provisions of Article 20, an employee may apply to utilize sick leave credits to cover part or all of the one (1) week Employment Insurance waiting period.
- (h) 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 21.02.

21.12

Domestic Violence

An employee dealing with violence or abuse in their personal life will be granted, in a fifty-two (52) week period, up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled up to seventeen (17) weeks without pay which shall be taken in one (1) continuous period or ten (10) unpaid days that can be taken in consecutive or intermittent days. Such leave can only be taken in circumstances set out as follows:

- (a) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;

- (b) to obtain services from a victim services organization;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; or
- (f) any other prescribed purpose as set out in *The Employment Standards Code* of Manitoba or its Regulations.

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 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.

21.13 Ceremonial Leave

Employees wishing to take part in a traditional indigenous ceremony(s) such as a Sundance or healing ceremony, shall be allowed up to four (4) paid working days leave per calendar year, provided that such leave is authorized by the Employer in advance.

21.14 Mental Health/Family Related Leave Days

- (a) The Employer agrees to provide four (4) mental health/family related leave days off with pay each calendar year for all employees who have completed their probation period. Family-related leave shall be defined as fire, flood or similar emergencies in the employees' household.
- (b) These days cannot be carried over from one year to the next.
- (c) Where possible employees must provide their immediate supervisor with notice of at least one pay period, or unless mutually agreed to a shorter notice period, in order to request to take one of their mental health days off.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Periods

Pay periods shall be every two (2) weeks. Pay days shall be every second Friday. A deduction sheet shall be included with each paycheque. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

22.02 When an employee is assigned by the Employer to a higher paying position for a period longer than eight (8) hours, the employee shall receive the rate for the paying position for the entire amount of time they spent in that position.

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

22.04 Upon approval by the Employer, employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties, provided that receipt of purchase is provided.

22.05 Employees who are specifically required to use their own vehicle in the performance of their duties shall be paid at the prevailing Province of Manitoba mileage rates.

22.06 Full-time or part-time employees who are required by the Employer to attend mandatory staff or agency meetings on their days off shall be compensated at straight time rates for all hours spent at the meeting, and for partial hours this will be rounded up to the next quarter ($\frac{1}{4}$) of an hour.

22.07 A full-time or part-time employee who works more than thirty (30) hours/week is eligible to be granted their increment step on the anniversary of their start date until they reach the top of the scale, as set out in "Schedule A".

A part-time employee who works less than thirty (30) hours/week will receive increments on the basis of one (1) increment for each 1,560 hours worked or one year's service, whichever occurs later. In the case of the increment being applied to the one thousand five hundred and sixty (1,560) hours, it shall be applied to the pay period following the completion of one thousand five hundred and sixty (1,560) hours worked.

When an existing employee is hired into a new position, for which step one on the salary scale for the new position is less than what the employee is earning in their current position, the employee should be placed on the first step of the new salary scale that is higher than their current rate of pay.

22.08 Registry Checks

The Employer shall pay one hundred percent (100%) of the cost for the renewal of Criminal Records, the Child Abuse Registry, Canadian Security and Adult Abuse Registry checks.

- 22.09
- (a) **On an employee's regular workday where they are required to travel to a location other than a Service Providing Site for part or all of their shift, and such travel will not require the employee to be away overnight, the employee shall be paid:**
- (i) **Their regular rate of pay for any hours of work within the regular hours of work; and**
 - (ii) **Bank overtime at the applicable overtime rate for any hours of work in addition to the regular hours of work.**
- (b) **Where an employee is required to travel on their regular workday for the purposes of picking up or escorting a resident, and such travel will require the employee to be away for at least one overnight, the employee shall be entitled to:**
- (i) **Their regular rate of pay for any hours of work within the regular hours of work;**
 - (ii) **Bank overtime at the applicable overtime rate for any hours of work in addition to the regular hours of work;**
 - (iii) **Receive meal and incidental per diems for each day of travel as per Appendix "A";**
 - (iv) **If, during the pick-up or escort assignment the rest periods cannot be granted/taken, the employee shall bank the time at the applicable overtime rate; and**
 - (v) **Employees required to travel on their day off shall be compensated as per Article 17 (Overtime).**

Where two (2) employees are required to travel for at least one (1) overnight to escort or pick up the same resident, overtime hours under subsection (ii) shall be considered hours where the employee is required to work or actively supervise the resident. For further certainty, when the resident remains in the custody of the employees for an overnight, an employee will bank overtime hours for the time that they are supervising the resident, while the other employee is taking their sleep/rest time.

Where the employees maintain responsibility and custody of the resident overnight (the resident is present with the employees for the overnight), each employee performing an overnight will be compensated a premium of thirty-five dollars (\$35.00) per night for rest or sleep time.

(c) Where an employee is required to travel for the purposes of training, the employee shall be entitled to:

(i) On a day of travel which is a regular workday for the employee, the employee shall be paid for all hours from the time the employee leaves the designated departure site, as designated by IWHC, to the time they reach their destination as follows:

(A) Their regular rate of pay for any hours of work within the regular hours of work; and

(B) Bank overtime at the applicable overtime rate for any hours in addition to the regular hours of work.

(ii) On a day of travel which is not a regular workday for the employee, the employee shall be paid for all hours from the time the employee leaves the designated departure site, as designated by IWHC to the time they reach their destination at their regular rate of pay. Employees shall be allowed to flex the accrued time. If the employee is also required to attend training on that same day, any training hours would be banked at the applicable overtime rate;

(iii) On a day of non-travel, the employee shall be paid for all hours of the training session as follows:

(A) Their regular rate of pay for any hours of work within the regular hours of work; and

(B) Bank overtime at the applicable overtime rate for any hours in addition to the regular hours of work.

(iv) Receive meal and incidental per diems for each day the employee is sent for training under this section.

In the event that an employee is travelling pursuant to 22.09 (c) and the employee is unable to reach their destination due to a delay or cancellation of their transportation, an employee shall not be paid more than ten (10) hours per day, at the applicable rates as set out in Article 22.09 (c). Employees that are not able to reach their

destination would have their accommodation expense paid by IWHC and would receive their meal and incidental per diems.

Where the employee is required to travel North of the 53rd parallel and the per diem amounts are insufficient to cover reasonable meal and incidental expenses, IWHC will provide a per diem top up, prior to the departure day, to ensure such expenses can be covered. Should the employee incur any additional expenses, they shall submit the receipt(s) to the Employer for reimbursement and the reimbursement shall be made within five (5) business days.

ARTICLE 23 - JOB CLASSIFICATION/RECLASSIFICATION

23.01 Job Description

The Employer agrees to draw up job descriptions, after consultation with the Union, for all positions for which the Union is bargaining agent within six (6) months of signing this Agreement.

The Union shall be consulted about proposed changes to job descriptions before implementation. Copies of existing job descriptions shall be delivered to the Union following signing of this Collective Agreement.

23.02 When a new job is created within the bargaining unit, the rate of pay shall be negotiated with the Union. Failing successful resolution in negotiations, the matter shall be referred to arbitration. The wage shall be effective the date the position was filled.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 Full-time employees and part-time employees working twenty-hours a week or more shall, after they have completed ninety (90) days of employment, participate in the current Blue Cross benefits plan, Employee Assistance Plan (EAP) and the **Canada Life Registered Pension Plan (RPP)** contributions.

The Employer shall pay sixty percent (60%) and Employees shall pay forty percent (40%) of the cost of the following benefits:

- (a) Ambulance and semi-private hospital accommodation;
- (b) Dental Plan;
- (c) Eye examinations;
- (d) Dependent Life and Accidental Death coverage;

- (e) Employee Assistance Plan;
- (f) Drug Plan; and
- (g) Vision Care.

Employees shall pay one hundred percent (100%) of the cost for long term disability benefits.

- 24.02 Full-time employees and part-time employees working twenty-hours a week or more shall, after they have completed ninety (90) days of employment, participate in the **Canada Life Registered Pension Plan**. When enrolled in the plan, employees shall have their contributions of 4.23% from each pay cheque matched by the Employer.

ARTICLE 25 - TERMINATION

- 25.01 An employee may terminate their employment upon giving two (2) weeks' written notice.
- 25.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure; or
 - (c) in the event an employee is dismissed for just cause to justify lesser or no notice; or
 - (d) in the case employment terminates pursuant to Article 13.05.
- 25.03 The Employer will make available, within the duration of one pay period after termination, all amounts due to the employee, including wages and pay in lieu of unused vacation entitlement.

ARTICLE 26 - TERM OF AGREEMENT

- 26.01 (a) This Agreement shall be in full force and effect from June 1, 2021 to May 31, 2024.

- (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:
 - (i) until a new agreement has been reached;
 - (ii) the date on which the Union takes strike action; or
 - (iii) the date on which the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) week's (seven [7] days) written notice as to the date of intended strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (seven [7] days) written notice as to the date of intended lockout.

26.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration. Within thirty (30) calendar days the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

26.03 This Agreement may be amended in writing during its term by mutual agreement.

ARTICLE 27 - GENERAL

27.01 Plural and Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties so require.

27.02 Bulletin Boards

The Employer shall provide a bulletin board at each site, 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. The Employer may require the removal of unlawful or otherwise inappropriate material.

27.03 No employee shall be required to work alone in the building at any time; **a minimum of two (2) employees must always be working at each Service Providing Site.** No employee shall be required to admit a client into the building if the employee has reason to believe such admission would pose a threat to their safety.

27.04 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Equity, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

27.05 Copies of Resolutions

Copies of all annual board reports and minutes shall be accessible to all employees.


ARTICLE 28 - AMALGAMATION/MERGER/REGIONALIZATION

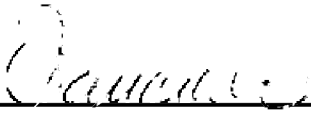
28.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to provide the Union with six (6) months' notice prior to such amalgamation/merger/regionalization and to discuss the impact on employees including seniority rights, vacations, sick leave and other conditions of employment.

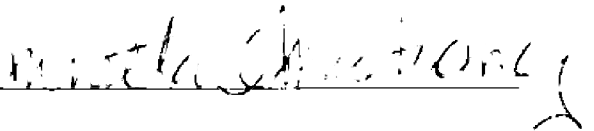
Signed this 1st day of November, 2022.

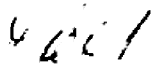
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

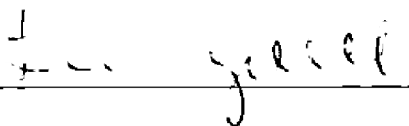
**ON BEHALF OF:
INDIGENOUS WOMEN'S HEALING
CENTRE INC.**











SCHEDULE "A"**Indigenous Women's Healing Centre****WAGES**

June 1, 2021 - 1.75% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5
Case Manager	\$22.15 \$46,074.03	\$22.59 \$46,984.08	\$23.05 \$47,936.46	\$23.51 \$48,910.00	\$23.98 \$49,883.55
Counselor	\$23.18 \$48,211.59	\$23.41 \$48,698.36	\$23.65 \$49,185.14	\$23.88 \$49,671.91	\$24.11 \$50,158.68
Practical Skills	\$18.03 \$37,502.61	\$18.39 \$38,243.35	\$18.76 \$39,026.42	\$19.13 \$39,788.32	\$19.52 \$40,592.55
Outreach & Cultural Support	\$21.63 \$44,994.66	\$22.07 \$45,904.72	\$22.51 \$46,814.77	\$22.95 \$47,745.98	\$23.41 \$48,698.36
RSW	\$15.46 \$32,148.12	\$15.76 \$32,783.04	\$16.09 \$33,460.28	\$16.40 \$34,116.37	\$16.73 \$34,793.62
RSW Administration	\$16.01 \$33,290.97	\$16.32 \$33,947.06	\$16.65 \$34,624.30	\$16.98 \$35,322.72	\$17.32 \$36,021.13
Maintenance	\$18.03 \$37,502.61	\$18.39 \$38,243.35	\$18.76 \$39,026.42	\$19.13 \$39,788.32	\$19.52 \$40,592.55
Eagle Women's Lodge Wage Scale					
Healing Plan Coordinator	\$24.48 \$50,920.58	\$24.97 \$51,936.46	\$25.47 \$52,973.49	\$25.98 \$54,031.69	\$26.50 \$55,111.06
RSM Supervisor	\$23.49 \$48,867.68	\$23.96 \$49,841.22	\$24.44 \$50,835.93	\$24.93 \$51,851.80	\$25.43 \$52,888.84
Counselor/Facilitator	\$23.70 \$49,290.96	\$24.18 \$50,285.66	\$24.66 \$51,301.54	\$25.15 \$52,317.41	\$25.65 \$53,354.44
Employment/Education Coordinator	\$23.70 \$49,290.96	\$24.18 \$50,285.66	\$24.66 \$51,301.54	\$25.15 \$52,317.41	\$25.65 \$53,354.44
Resident Support Mentor (RSM)	\$18.63 \$38,751.28	\$19.01 \$39,534.35	\$19.38 \$40,317.42	\$19.77 \$41,121.65	\$20.17 \$41,947.05
Maintenance Supervisor	\$18.84 \$39,195.73	\$19.22 \$39,978.80	\$19.61 \$40,783.03	\$20.00 \$41,608.42	\$20.40 \$42,433.82
Cultural Support	\$22.69 \$47,195.72	\$23.15 \$48,148.10	\$23.61 \$49,100.48	\$24.07 \$50,074.02	\$24.56 \$51,089.90
Trauma Counselor/Facilitator	\$23.96 \$49,841.22	\$24.44 \$50,835.93	\$24.93 \$51,851.80	\$25.43 \$52,888.84	\$25.94 \$53,947.04
Kitchen Supervisor	\$21.69 \$45,121.65	\$22.12 \$46,010.54	\$22.57 \$46,941.75	\$23.02 \$47,872.97	\$23.47 \$48,825.35

Indigenous Women's Healing Centre

WAGES cont'd...

June 1, 2022 - 2.0% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5
Case Manager	\$22.59 \$46,995.51	\$23.04 \$47,923.76	\$23.51 \$48,895.19	\$23.98 \$49,888.20	\$24.46 \$50,881.22
Counselor	\$23.64 \$49,175.82	\$23.88 \$49,672.33	\$24.12 \$50,168.84	\$24.36 \$50,665.35	\$24.60 \$51,161.85
Practical Skills	\$18.39 \$38,252.66	\$18.75 \$39,008.21	\$19.14 \$39,806.94	\$19.51 \$40,584.09	\$19.91 \$41,404.40
Outreach & Cultural Support	\$22.06 \$45,894.56	\$22.51 \$46,822.81	\$22.96 \$47,751.06	\$23.41 \$48,700.90	\$23.88 \$49,672.33
RSW	\$15.76 \$32,791.08	\$16.08 \$33,438.70	\$16.41 \$34,129.49	\$16.73 \$34,798.70	\$17.06 \$35,489.49
RSW Administration	\$16.33 \$33,956.79	\$16.65 \$34,626.00	\$16.98 \$35,316.79	\$17.32 \$36,029.17	\$17.66 \$36,741.55
Maintenance	\$18.39 \$38,252.66	\$18.75 \$39,008.21	\$19.14 \$39,806.94	\$19.51 \$40,584.09	\$19.91 \$41,404.40
Eagle Women's Lodge Wage Scale					
Healing Plan Coordinator	\$24.97 \$51,939.00	\$25.47 \$52,975.19	\$25.98 \$54,032.96	\$26.50 \$55,112.33	\$27.03 \$56,213.28
RSM Supervisor	\$23.96 \$49,845.03	\$24.44 \$50,838.04	\$24.93 \$51,852.65	\$25.43 \$52,888.84	\$25.94 \$53,946.61
Counselor/Facilitator	\$24.17 \$50,276.78	\$24.66 \$51,291.38	\$25.16 \$52,327.57	\$25.66 \$53,363.76	\$26.16 \$54,421.53
Employment/Education Coordinator	\$24.17 \$50,276.78	\$24.66 \$51,291.38	\$25.16 \$52,327.57	\$25.66 \$53,363.76	\$26.16 \$54,421.53
Resident Support Mentor (RSM)	\$19.00 \$39,526.31	\$19.39 \$40,325.04	\$19.77 \$41,123.77	\$20.17 \$41,944.09	\$20.57 \$42,785.99
Maintenance Supervisor	\$19.22 \$39,979.64	\$19.60 \$40,778.37	\$20.00 \$41,598.69	\$20.40 \$42,440.59	\$20.81 \$43,282.50
Cultural Support	\$23.14 \$48,139.63	\$23.61 \$49,111.06	\$24.08 \$50,082.49	\$24.56 \$51,075.50	\$25.05 \$52,111.69
Trauma Counselor/Facilitator	\$24.44 \$50,838.04	\$24.93 \$51,852.65	\$25.43 \$52,888.84	\$25.94 \$53,946.61	\$26.45 \$55,025.98
Kitchen Supervisor	\$22.13 \$46,024.08	\$22.56 \$46,930.75	\$23.02 \$47,880.59	\$23.48 \$48,830.43	\$23.94 \$49,801.85

Indigenous Women's Healing Centre

WAGES cont'd...

June 1, 2023 - 2.0% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5
Case Manager	\$23.05 \$47,935.42	\$23.50 \$48,882.24	\$23.98 \$49,873.09	\$24.46 \$50,885.97	\$24.95 \$51,898.84
Counselor	\$24.12 \$50,159.34	\$24.36 \$50,665.78	\$24.60 \$51,172.22	\$24.85 \$51,678.65	\$25.09 \$52,185.09
Practical Skills	\$18.76 \$39,017.71	\$19.13 \$39,788.38	\$19.52 \$40,603.08	\$19.90 \$41,395.77	\$20.30 \$42,232.49
Outreach & Cultural Support	\$22.51 \$46,812.45	\$22.96 \$47,759.27	\$23.42 \$48,706.08	\$23.88 \$49,674.92	\$24.36 \$50,665.78
RSW	\$16.08 \$33,446.90	\$16.40 \$34,107.47	\$16.74 \$34,812.08	\$17.06 \$35,494.67	\$17.40 \$36,199.28
RSW Administration	\$16.65 \$34,635.93	\$16.98 \$35,318.52	\$17.32 \$36,023.13	\$17.67 \$36,749.75	\$18.02 \$37,476.38
Maintenance	\$18.76 \$39,017.71	\$19.13 \$39,788.38	\$19.52 \$40,603.08	\$19.90 \$41,395.77	\$20.30 \$42,232.49
Eagle Women's Lodge Wage Scale					
Healing Plan Coordinator	\$25.47 \$52,977.78	\$25.98 \$54,034.69	\$26.50 \$55,113.62	\$27.03 \$56,214.57	\$27.57 \$57,337.54
RSM Supervisor	\$24.44 \$50,841.93	\$24.93 \$51,854.81	\$25.43 \$52,889.70	\$25.94 \$53,946.61	\$26.45 \$55,025.54
Counselor/Facilitator	\$24.65 \$51,282.31	\$25.15 \$52,317.20	\$25.66 \$53,374.12	\$26.17 \$54,431.03	\$26.69 \$55,509.96
Employment/Education Coordinator	\$24.65 \$51,282.31	\$25.15 \$52,317.20	\$25.66 \$53,374.12	\$26.17 \$54,431.03	\$26.69 \$55,509.96
Resident Support Mentor (RSM)	\$19.38 \$40,316.84	\$19.77 \$41,131.54	\$20.17 \$41,946.24	\$20.57 \$42,782.97	\$20.98 \$43,641.71
Maintenance Supervisor	\$19.61 \$40,779.24	\$20.00 \$41,593.94	\$20.40 \$42,430.66	\$20.81 \$43,289.40	\$21.23 \$44,148.15
Cultural Support	\$23.61 \$49,102.43	\$24.08 \$50,093.28	\$24.56 \$51,084.14	\$25.05 \$52,097.01	\$25.55 \$53,153.93
Trauma Counselor/Facilitator	\$24.93 \$51,854.81	\$25.43 \$52,889.70	\$25.94 \$53,946.61	\$26.45 \$55,025.54	\$26.98 \$56,126.50
Kitchen Supervisor	\$22.57 \$46,944.56	\$23.01 \$47,869.36	\$23.48 \$48,838.20	\$23.95 \$49,807.04	\$24.42 \$50,797.89

Indigenous Women's Healing Centre**WAGES cont'd...**

Explanatory Notes:

- (1) **Wage Increase 2021 – 1.75%**
Wage Increase 2022 – 2%
Wage Increase 2023 – 2%

- (2) In accordance with the job descriptions to be provided, Outreach Support Worker and Cultural Support Worker have similar duties and responsibilities and will be included under the same wage scale.

*** IWHC shall provide a three hundred dollar (\$300.00) signing bonus to all employees employed with IWHC at the time of ratification regardless of full-time, part-time, or on an approved leave of absence.**

APPENDIX 1 – RESPECTFUL WORKPLACE POLICY

Policy Details

IWHC is committed to providing a safe and respectful work environment. As part of meeting this commitment, IWHC has implemented its Respectful Workplace Policy in an effort to prevent and resolve harassment in the workplace, in any form. Harassment, including sexual harassment, is unacceptable and will not be tolerated.

Furthermore, IWHC's Respectful Workplace Policy is based on Manitoba Human Rights Legislation to ensure all Indigenous people are included regardless of their residence or status.

Scope

This policy applies to all IWHC employees, management and board members, as well as anyone else in the workplace including volunteers, students and clients. It includes harassing behavior in the workplace, as well as any offsite IWHC events or social functions.

Employee Rights and Responsibilities

All IWHC employees are entitled to a workplace free of harassment, and as the Employer, IWHC is responsible for providing such a workplace. A truly respectful workplace however requires the cooperation and support from each and every employee in the organization. Everyone has a responsibility to set a positive example and behave in a manner, which will not offend, embarrass or humiliate others, whether deliberate or unintentional.

The principle of fair and respectful treatment is a fundamental one that the IWHC commits to uphold for its employees and clients. This same commitment must come from our employees, who are personally responsible at all times for their behavior and conduct. Together we can ensure that every individual is treated respectfully and courteously. With that principle in mind, IWHC requires the cooperation of all its employees in:

- treating all other employees and persons in the workplace with respect and dignity;
- reviewing this policy on a regular basis, and consulting with your manager in the event you have any questions as to what constitutes harassment or what is expected of you;
- immediately reporting any harassment seen in the workplace to the appropriate Manager/Director at the IWHC; and
- fully participating with IWHC in workplace harassment investigations, the process of which will be set out in this policy.

IWHC's Responsibilities

IWHC will ensure, as much as possible, that no person is harassed in the workplace. In the event that harassment does occur, IWHC is committed to taking the corrective action required to address the conduct and eliminate any future instances from occurring, which includes the following measures:

- IWHC will keep the identities of all persons involved in any workplace harassment strictly confidential, except when disclosure is:
 - necessary to investigate a complaint;
 - part of the corrective action, or
 - required by law;
- IWHC will address any harassment it is aware of in the workplace or amongst its employees, regardless of whether or not a formal complaint has been made;
- IWHC will have this policy readily accessible in the workplace and taken all reasonable steps to ensure that all employees have reviewed and understand the contents of the policy; and
- IWHC will review the policy and update it to suit the needs of the current atmosphere of the workplace and workplace safety legislation, where required.

Understanding Harassment

There are two main types of harassment. The first type is abusive or unwelcome comment or conduct in any form about a person's:

- ancestry, including colour and perceived race;
- nationality or national origin;
- ethnic background or origin;
- religion or creed, or religious belief, religious association or religious activity;
- age;
- political belief, association or activity;
- sex, including sex determined characteristics or circumstances, such as , the possibility of pregnancy, or circumstances related to pregnancy;
- gender identity;
- sexual orientation;
- marital or family status;
- source of income;
- gender identification;
- political belief, political association or political activity;
- physical or mental disability or related characteristics, including reliance on a service animal, a wheelchair, or any other remedial appliance or device; or
- social disadvantage.

The second type does not have to be linked to any of the characteristics listed above, but is any conduct that humiliates or intimidates another person to the extent that such conduct has a negative effect on a person's psychological or physical well-being. This is also known as bullying, and such conduct can be considered harassment even after a single occurrence.

Sexual harassment is a specific kind of harassment of a sexual nature, which includes objectionable and unwelcome sexual advances, or a threat of reprisal for rejecting a sexual advance.

The types of actions that can constitute harassment include but are not limited to direct or indirect written or verbal comments, physical actions or gestures and social media behavior, communications and postings, even if intended in a joking or humorous manner.

While it is important to know what harassment is, it is also important to know what behavior is not harassment. The reasonable and good faith exercise of managerial authority from IWHC's management and Board Members towards its employees is not harassment. This includes providing directions, advice and guidance to employees, conducting performance evaluations, and providing disciplinary sanctions in response to employee misconduct.

Reporting Harassment

If you believe that you or a fellow employee is being harassed, IWHC encourages you to tell the harasser to stop, if you feel comfortable doing so. If you do not, you may speak to your immediate manager. If your immediate manager is the alleged harasser, then you may speak to IWHC's Human Resources Manager or the Executive Director.

Depending on the circumstances, there may be informal ways to resolve harassment. Your manager may speak to the harasser or arrange for mediation between yourself and the harasser to resolve the matter. If these avenues are not possible or successful, IWHC fully supports its employees filing a formal harassment complaint.

Steps to the Formal Complaint Procedure

1. The employee's formal complaint must be submitted in writing, outlining the incident or behaviour to the Manager of Human Resources. If the complaint is against the Manager of Human Resources, then such a complaint can be submitted to the Executive Director.
2. Once in receipt of the complaint, IWHC shall promptly begin an investigation. This investigation will be conducted by an independent neutral third party, either within IWHC's management team or a third-party investigator.
3. The investigation will seek to balance the needs for thoroughness and expediency and may involve interviewing the complainant the alleged harasser and any other witnesses identified in the complaint or by either party.

4. The complainant has the right to refuse to work with the alleged harasser until the situation is investigated, and if IWHC considers the allegation to be exceptionally serious, the alleged harasser may be temporarily removed from the workplace pending the outcome of the investigation.
5. When the investigation is complete, IWHC will be provided with a written report, detailing the outcome of the investigation, and recommendations for corrective/disciplinary action.
6. IWHC will then communicate the results of the investigation to the complainant, the alleged harasser and if applicable, the Union representative of either party. IWHC is not however required to provide the written report to any of the parties.

Corrective/Disciplinary Action

Employees who are found to have committed harassment in the workplace will be subject to corrective action from IWHC. This corrective action may include disciplinary and/or non-disciplinary coaching or direction, verbal or written reprimand, transfer, suspension or termination of employment. IWHC may also direct the employee to receive training on respectful workplace behavior if deemed necessary.

Even in the event that “harassment” as defined in the policy did not occur, IWHC may still determine that the alleged harasser’s misconduct is in need of some non-disciplinary coaching or training.

Documentation

No documentation is placed on the complainant’s file even if the complaint has not been upheld, unless IWHC determines that such a complaint was made in bad faith.

Documentation is only kept on the alleged harasser’s file if the complaint is substantiated.

No Retaliation

An employee can complain or provide information about a complaint without fear of retaliation.

Retaliation includes:

- Demotion
- Unwanted job change
- Denial of opportunities for advancement
- Harassment as a result of complaining or providing information about a complaint.

Anyone who retaliates in any manner against a person who has made a formal or informal complaint of harassment, or who has participated in a harassment investigation will be subject to disciplinary action, up to and including termination.

Alternative Complaint Options

IWHC strongly encourages employees and others in the workplace to utilize the informal and formal complaint procedures to resolve harassment in the workplace. However, nothing in this policy should be constructed as a limit on a person's right to file a complaint with the Manitoba Human Rights Commission or from using any other legal avenue to address workplace harassment, and IWHC supports them in their decision.

Contact Information

If you have any questions or concerns about this policy or seek information for filing a complaint, please contact Darlene Hall, Human Resources Manager.

Manitoba Human Rights Commission
700-175 Hargrave Street
Winnipeg, MB R3C 3R8
(204) 945-3007
hrc@gov.mb.ca
www.manitobahumanrights.ca

APPENDIX "A"**PER DIEM AND INCIDENTALS**

Per Diem	Amount
Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00
Incidentals	\$20.00

CC/wkp/cope 491
July 15, 2022