

# Collective Agreement

between

**CUPE** / *Canadian Union  
of Public Employees*

**Local 2348**

and



**United Way**  
Winnipeg

**The United Way of Winnipeg**

Term of Agreement:

**June 1, 2022 to May 31, 2025**

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AGREEMENT

BETWEEN:

THE UNITED WAY OF WINNIPEG,  
in the City of Winnipeg, in the Province of Manitoba,  
hereinafter referred to as the "Employer",

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348-50,  
hereinafter referred to as the "Union".

The parties agree that, in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, each of us must always strive to provide the highest quality of services at the lowest possible cost. We agree that at all times we will cooperate and support the Employer's efforts to improve the quality of services, eliminate waste of materials and time, prevent accidents, protect equipment and facilities, strengthen goodwill, and promote efficient and productive operations.

**ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable wage rates and working conditions, to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

Therefore, the Employer and the Union agree as follows:

1. to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.; and
3. to promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

**ARTICLE 2 - UNION RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for the current employee employed in the Labour Director position. The Employer and Union recognize that if there is a change in the employee that resides in the Labour Director position, the employee has the right to choose another Union as the sole and exclusive bargaining agency for the Labour Director position. To facilitate the change of Union representation when a new Labour Director is hired,

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the Employer shall contact both the Union representing the former Labour Director and the Union that the new Labour Director has selected to represent them in order to draft and execute the appropriate documents. The Employer shall provide the new Labour Director and the Union which will represent them with a copy of the current collective agreement, including the wage schedule and the current benefit package booklet.

2.02 Representative of Union

The Employer agrees that the bargaining unit shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Collective Agreement. Such representative shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance or to communicate with the member(s).

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.04 Whenever the **gender inclusive** (they/them) appears in this agreement it shall also mean all genders.

2.05 Where the context so requires, singular and plural shall be considered interchangeable.

**ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT**

3.01 The Employer and the Union agree that there will be no harassment or discrimination against any employees because of political beliefs, Union membership or participation in Union affairs, or that there will be no discrimination or harassment against any employee as depicted below or as depicted in the *Human Rights Code*.

3.02 No Discrimination

There shall be no discrimination based on:

- ancestry
- perceived colour and race
- ethnic or national origin

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- nationality
- political belief, association or activity
- religion or creed
- family status
- gender, including pregnancy
- gender identity, gender expression, **gender presentation**
- age
- marital or parental status
- source of income
- sexual orientation
- place of residence
- physical or mental disability (providing such disability does not preclude the employee from performing the normal functions of the job)
- membership or activity in the Union
- **body size**

## 3.03

No Harassment

- (a) Sexual harassment may be defined as any repeated and unwelcome sexual comments, suggestions or physical contacts that create an uncomfortable working environment for an employee.

Sexual harassment can be expressed in a number of ways:

- verbal abuse
- remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, etc.
- displaying of pornographic, offensive or derogatory pictures
- practical jokes which cause awkwardness or embarrassment
- invitations or requests - whether indirect, explicit or intimidating

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- leering or other gestures
- demands for sexual favours
- unnecessary physical contact such as touching, patting, pinching, hugging, punching
- physical assault
- sexual coercion where an employee who refuses to submit to a social or sexual demand is penalized by loss of a job, raise or other employment benefit.

(b) Personal harassment may be defined as repeated unconstructive, intentional, and offensive comments or actions designed to offend, abuse or humiliate a person, including bullying, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

3.04 No form of sexual or personal harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving allegations of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

- (a) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (b) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- (c) Complaints that are determined to have been made for frivolous or vindictive reasons shall be subject to disciplinary action.

3.05 All matters and information relating to an allegation of harassment will be treated in a confidential and expeditious manner. Any breach of this provision during the grievance procedure may be subject to discipline.

3.06 Respectful Workplace

- (a) The Union and the Employer jointly affirm that every employee of United Way of Winnipeg shall be entitled to a respectful workplace. The

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environment must be free of behaviours such as discrimination, harassment, disruptive conflict, and disrespectful behaviour.

- (b) The principle of fair treatment is a fundamental one. Both the Employer and the Union will not condone any improper behaviour on the part of any person that would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.
- (c) In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.
- (d) Although disrespectful behaviour, workplace conflict and harassment can be defined, in practice they can overlap. The definitions contained herein, although not all-inclusive, have been assigned to accommodate the different types of concerns that may arise.

3.07 Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;
- actions or unwelcome gestures that invade privacy or personal property;
- displays or distributions of printed or electronic material that offend.

3.08 A disruptive workplace conflict is defined as an ongoing dispute or a communication between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

3.09 **The Employer will continue to support initiatives promoting Diversity, Equity and Inclusiveness, as well as Indigenous Collaboration, including a mandatory orientation for new employees and mandatory training on an ongoing basis for all employees.**

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 Management Rights

The Union recognizes that it is the Employer's right to exercise the functions of management and to direct the working forces of the Employer including, without limiting the generality of the foregoing, the right to hire, suspend, discharge,

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promote, demote or otherwise discipline its employees; except where, and to the extent that, the terms of the Agreement specifically limit that right.

- 4.02 The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Agreement.
- 4.03 No employee may be required or permitted to make any written, verbal or implied agreement, which conflicts with the terms of this Agreement.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 All bargaining unit employees shall become and remain, within thirty (30) days of the date of employment, Union members in good standing as a condition of employment in good standing, and shall as a condition of employment.
- 5.02 The Employer agrees to deduct from the wages of each employee, such Union dues and initiation fees as are authorized by the membership of the Union. The Employer further agrees to deduct Union dues automatically from the wages of new or rehired employee's first paycheques. Monies deducted during any month shall be forwarded by the Employer to the head office of the Canadian Union of Public Employees, within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and then accompanied by a four (4) week or monthly written statement of the names of the employees from whom deductions were made, together with their Social Insurance Number and the amount of each deduction. The Union shall give the Employer four (4) weeks prior written notice of any change in the amount of dues to be deducted.
- 5.03 The Employer shall forward a copy of Exhibit Two, as attached to this Agreement, duly completed, to the Union within ten (10) working days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.
- 5.04 The Employer agrees to provide the Union with a list containing the names or name change, rate of pay, seniority date, classification and Social Insurance Numbers of all employees who have been hired, rehired or terminated their employment. This list will be provided on January 1<sup>st</sup> and June 1<sup>st</sup> of each calendar year or at another time requested by the Union.
- 5.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, save and except for an error committed by the Employer.
- 5.06 Each year the Employer will calculate the amount of Union dues deducted from the employees and indicate same on the T4 slip of each employee no later than February 28<sup>th</sup>.

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- 5.07 Local Representatives of the Union shall have access to the area of work during working hours only after first having received permission from management. Such permission will not be unreasonably withheld.
- 5.08 Separate bulletin boards shall be provided for the use of the Union and shall be placed in all departments. New bulletin boards shall be constructed when necessary. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with the request.
- 5.09 The Employer will send communications to the President of President and Recording Secretary of CUPE Local 2348 with a copy to the Staff Representative. The Union will send communications or copies of communications to the Vice-President, Finance and Internal Services Designate of the Employer. Responses to communications will be sent to the person who originated the communication and persons copied on the original will be copied on the response.
- 5.10 A member of the bargaining unit shall not cross a legally constituted picket line in the course of their employment.

Where there is an established need to meet with individuals or groups affected by a legal picket line, for example, to discuss the campaign or provide training on workplace campaigns, it can be expected that the CLC/United Way Partnership policy will be followed. If the Labour Director is required to meet with an affected workplace on a campaign matter, such meeting will take place away from the location of the strike action or affected workplace.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 "Grievance" as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation, application of or compliance with the provisions of this Agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of signing this Agreement.
- 6.02 A grievance may be lodged with the Employer by, or on behalf of an employee with respect to the meaning, application or alleged violation as referenced in 6.01. Prior to the submission of a written grievance, employees are encouraged to discuss the matter with the person who made the decision. This meeting is recommended, but not required and can be held with or without the assistance of a Union representative. Any discussion at this stage will be "without prejudice" to either party in the proceeding and any resolution will not be used and/or relied on by either party at any other proceeding between the Union and the Employer.

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6.03 Step 1

Within fifteen (15) working days from the date that the cause of a grievance was first known to have occurred, the Union may file a formal written grievance, including the particulars of the grievance and the redress sought with

Vice-President, Finance and Internal Services/Designate. A meeting may be held within seven (7) working days following receipt of the grievance, and the Vice-President, Finance and Internal Services/Designate's decision shall be given in writing no later than fourteen (14) working days from the date the grievance was submitted by the Union.

Step 2

Failing satisfactory settlement at Step 1, within ten (10) working days of the receipt of response by the Vice-President, Finance and Internal Services/Designate, the Union will forward the grievance to the President and CEO/Designate, who shall render a written decision within ten (10) working days after receipt of such notice.

If the grievance is not satisfactorily resolved, the employee or Union may submit the grievance in writing to the Chair of the Board of Trustees, with a copy to the President. All staff shall have the right to request a personal interview with Union representation, with the Executive Committee or a sub-committee appointed by the Chair of the Board.

6.04 Failing satisfactory settlement being reached in Step 2, within ten (10) working days of the response of the President and CEO or Chair of the Board of Trustees, the Union may refer the dispute to arbitration, failing which the grievance shall be deemed to be abandoned.

6.05 Where a policy grievance involving a question of general application, interpretation or alleged violation of this Agreement occurs or where a group of employees or the Union has such a grievance, the grievance shall be submitted at Step 2. In these cases, a meeting shall be held if requested by either of the parties.

6.06 In the event of a claim of harassment or discrimination, the employee or the Union may choose to submit the grievance at Step 2.

6.07 Where a grievance is not advanced by the party filing the grievance to the next step within the prescribed time limits, including arbitration, it will be considered to be abandoned. Where a decision is not rendered by the appropriate official of the Employer within the prescribed time limits, it will be considered abandoned and the grievance allowed. Either party may request an extension of the time

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limits, in writing, provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 6.08 “Working days” are defined as excluding Saturdays, Sundays, and General Holidays in this Collective Agreement.
- 6.09 The Employer shall supply the necessary facilities for the grievance meetings. A grievance meeting during working hours may be adjourned by the Employer within one-half ( $\frac{1}{2}$ ) hour of its commencement to be continued at a rescheduled time.

#### **ARTICLE 7 - ARBITRATION**

- 7.01 Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether the matter is arbitrable or whether an allegation is made that this Agreement has been violated, either of the parties may, within ten (10) working days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

- 7.02 (a) The party referring the matter to arbitration shall, within eleven (11) working days contact the **next** arbitrator in rotation, from the following panel of individuals:

- Blair Graham
- John M. P. Korpesho
- Michael D. Werier

**A case which has been settled without proceeding to arbitration will be deemed not to have been submitted to arbitration, and the next referral to arbitration shall be referred to the same arbitrator.**

**Any arbitration dealing with the dismissal of an employee shall commence within ninety (90) calendar days from referral. This time period shall be extended by mutual agreement or in the event that none of the arbitrators listed above is available to commence the arbitration within the applicable time period. Despite that extension, the parties may instead mutually agree to proceed with a different arbitrator (not on the list) on a more timely basis.**

**At any time the parties may mutually agree to add to or remove arbitrators from this list.**

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- 7.03 The parties shall endeavour to agree on a wording of the statement of the dispute to be arbitrated, or if they are unable to agree, each of the parties may submit its statement of the dispute to the arbitrator. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.05 The parties will jointly bear the expense of the arbitrator. The proceedings of the arbitration will be expedited by the parties thereto.
- 7.06 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.
- 7.07 The parties agree that an arbitrator set up under this Article shall not have the power to add to, delete from, change, or make any decision contrary to the provisions of this Agreement.
- 7.08 The parties agree to abide by the provisions of Article 6 "Grievance Procedure" and Article 7 "Arbitration" as the only means of resolving any difference which may arise during the term of this Agreement, and all employees shall continue to work as usual and the Employer shall continue its normal operating practices.
- 7.09 If it is determined or agreed at any step in Article 6 "Grievance Procedure" or Article 7 "Arbitration" that any employee has been disciplined, suspended or discharged unjustly, the Employer shall put them back on their job with no loss of seniority and recompense them for lost earnings and benefits, if applicable, either in full or in part, or apply any penalty which is just and equitable in the opinion of the parties or in the opinion of the arbitrator.
- 7.10 The arbitrator shall render their decision within ninety (90) calendar days after the hearing.

#### **ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 8.01 The Employer shall not discipline or dismiss any employee bound by this agreement except for just cause.
- 8.02 (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the

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principles of progressive discipline. It is understood that, where appropriate, employees shall receive oral reprimands as a first step in the disciplinary process but that such reprimands do not constitute disciplinary action, are not noted in the personnel file and are not grievable.

- (b) The Employer will send disciplinary correspondence to the affected employee with a copy to the Union Representative.
- (c) Where considered necessary by the Employer, the Employer may suspend an employee with pay pending an investigation and it is agreed that such suspension shall not be considered disciplinary.
- (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, the following shall occur:
  - (i) the Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;
  - (ii) the employee affected will be given the opportunity to make representation at the meeting on their own behalf, either personally or with a representative of the Union if they so desire;
  - (iii) the Union and the employee shall be advised within a reasonable period of time of the decision of management arising out of the meeting;
  - (iv) in any case of disciplinary action, the employee concerned, or the Union on their behalf, shall have the right of appeal as provided in Article 6;
  - (v) an employee's file shall be cleared of all reprimands, discipline records and suspension records, unless the reprimand, discipline or suspension has been for harassment, after a period of twelve (12) months in which no reprimand and or discipline has been imposed since the date of the last reprimand of disciplinary action on record.

8.03

Upon written request of an employee, the personnel file of that employee shall be made available for their full examination and copies of any documents contained therein shall be provided to the employee upon request. Such examination shall be in the presence of the Director, Human Resources Designate. The employee,

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at their option, may have a representative present. An employee may respond in writing to any documents contained in their personnel file.

**ARTICLE 9 - SENIORITY**

- 9.01 Seniority is defined as the length of continuous service from the original date of hire.
- 9.02 Seniority will continue to accrue during sick leave, vacations, and any other authorized leave of absence.
- 9.03 Seniority and employment within the bargaining unit will terminate if an employee:
- (a) resigns;
  - (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure.

**ARTICLE 10 - HOURS OF WORK**

- 10.01 The expectation is that the salaried position shall perform an average of thirty-seven and one-half (37½) hours of work per week during the months of September 1<sup>st</sup> to May 31<sup>st</sup>. The normal working hours during this period shall be 8:30 to 4:45 p.m. each day. During the summer period, from the 1<sup>st</sup> of June through August 31<sup>st</sup>, the regular workweek shall consist of a total of thirty-five and three-quarters (35¾) hours per week with pay based on a thirty-seven and one-half (37½) hours of work per week.

United Way promotes a culture of professional responsibility and encourages flexibility that enables you to:

- conduct your regular job responsibilities outside normal business hours;
- take limited time during normal hours to attend to personal commitments;
- work remotely for a period of time if it assists you in managing your job responsibilities during regular work hours.

- 10.02 **The working time of the Labour Director shall overall be split approximately 50/50 between the initiatives of the Employer and the Winnipeg Labour Council.**

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**ARTICLE 11 - OVERTIME**

11.01 The employee may be required to work more than the standard hours of work as provided in Article 10.01. The Employer shall provide an additional six (6) compensatory days of paid entitlement each calendar year with tracking of overtime not required to claim these days. These additional six (6) compensatory days shall be utilized in the following manner:

- (a) three (3) days as scheduled by the President of the United Way of Winnipeg;
- (b) three (3) days earned at a rate of .25 days per month as scheduled by the employee for a time mutually convenient to both the employee and the Employer.

In the event that an employee is required to work overtime hours in excess of the six (6) days compensable leave entitlement, an employee shall receive overtime pay for the excess hours worked in accordance with Article 11.

11.02 The employees recognize that demands will, from time to time, make overtime work necessary. The Employer may require an employee to work overtime but overtime shall only be worked in excess of two (2) hours per day by mutual consent. The Employer agrees to give whatever notice of overtime work as can reasonably be given in the circumstances. The employee may decline for a good and justifiable reason and such employee will not be discriminated against for doing so.

11.03 All overtime must be approved in advance by the Employer.

11.04 Overtime rates shall be on the following basis:

- (a) For each of the first three (3) hours worked in excess of the standard workday on any day from Monday to Sunday inclusive, an employee shall receive one and one-half ( $1\frac{1}{2}$ ) times their hourly wage rate.
- (b) For the fourth and each additional hour worked in excess of the standard workday on any day from Monday to Sunday inclusive, an employee shall receive two (2) times their hourly wage rate.
- (c) For all work performed on a holiday, an employee shall receive two (2) times their hourly wage rate plus regular holiday pay.
- (d) An employee, at their discretion, shall be able to "bank" overtime hours worked for further vacation credits. These "banked" overtime hours shall be credited at the rate of which the specific overtime would have been

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paid, i.e., one and one-half (1½) or two (2) times their actual hours worked.

- 11.05 Employees will have the option of taking time off at the equivalent rate at a time mutually agreeable to the Employer and the employee. Employees who have exercised their option to take time off in any such year but have not actually taken their time off by June 30<sup>th</sup> shall be paid in cash on the next following pay period. In the event that a variance is required for the extended time frame as depicted in the *Employment Standards Code*, Banked Time, the Employer and the Union shall jointly apply.
- 11.06 The Employer will reimburse employees who are requested to work three (3) hours continuous overtime or more for a meal up to a maximum of ten dollars (\$10) upon the submission of a receipt.
- 11.07 Nothing in this Agreement shall be interpreted to prevent any employee from performing volunteer services for the Employer if such employee so chooses.
- 11.08 It is recognized that due to computer difficulties, some unionized employees have been called at home after work hours by non-unionized employees. For every call by a non-unionized employee to a unionized employee, the employee will be paid one (1) hour's pay at the overtime rate.

## ARTICLE 12 - HOLIDAYS

- 12.01 Employees shall be given the following holidays without deduction of pay:

New Year's Day	(1 <sup>st</sup> Monday in August) Terry Fox Day
Louis Riel Day	Labour Day
Thanksgiving Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the above, any other statutory holidays days which may be proclaimed as paid legal holidays by the Federal or Provincial governments, and/ or the City of Winnipeg, **shall be treated as holidays.**

In addition to the above statutory holidays, one (1) personal day off per year, with pay to observe cultural, religious, or spiritual holidays or traditions, volunteer or provide community service will be granted. If the employee does not take the day in the year it is allotted, it is added to vacation and carried over in accordance with vacation Article 13.

If the Employer has already invited all its employees to take some time off to celebrate Indigenous Peoples Day and the Employee wishes to take the whole day

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off, the hours allocated to Personal Day use will only be those in excess of the hours the Employer granted to its other employees.

As an exception to the above, when Remembrance Day falls on Saturday or Sunday, it will be added to the accumulated vacation time of each employee.

**In recognition of the significance of the National Day for Truth and Reconciliation and the spirit which has led to its establishment, all are encouraged to use the day for purposes of study, reflection and in their own unique way striving towards truth and reconciliation.**

12.02 In the event that a statutory holiday occurs on a Saturday or Sunday, the next following consecutive working day(s) shall be considered the holiday(s).

12.03 If a holiday or holidays fall within the vacation period chosen by an employee, they shall, in addition to their regular vacation pay, also receive an extra day's vacation in lieu of such holiday.

12.04 If an employee is required to work on a paid holiday and does so work:

- (a) that day shall be deemed to have been their regularly scheduled workday for the purpose of this Article, and
- (b) They shall be paid at the rate of two (2) times their regular straight-time hourly rate for all hours worked and in addition they shall be paid holiday pay in an amount equal to the regular straight-time hourly rate at their job.
- (c) they shall be allowed a day off ( $7\frac{1}{2}$  hours) without pay in lieu of the holiday, to be taken not later than the time of their next annual vacation or at a time convenient to the employee and the Employer.

12.05 An employee's request for approval of a lieu day will be made in writing to their Employer. The Employer will give due consideration to the request and will respond, in writing, within seven (7) calendar days of the written request being submitted to them, which approval will not be unreasonably withheld. Except in cases of emergency, once a mutual agreement as to the date of the lieu day is reached between the Employer and the employee, it shall only be changed by mutual consent of the parties.

### **ARTICLE 13 - VACATIONS**

13.01 Full-time employees shall earn vacation at the rate of one and three-quarters ( $1\frac{3}{4}$ ) working days per month, equivalent to 21 days per full-time year. Full-time employees working less than a full workweek shall earn vacation at a rate of one and three-quarters ( $1\frac{3}{4}$ ) working days per month multiplied by the number of days

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worked each week divided by five (5). An employee's vacation time will be reduced on a pro-rata basis for any period in excess of two (2) weeks (excluding vacation time, sick time or any other Employer-paid leave not actually worked).

After fifteen (15) years of employment full-time employees will earn vacation at the rate of 2.083 days per month, equivalent to 25 days per full-time year.

Employees working less than a full workweek shall earn vacation at a rate of 2.083 working days per month multiplied by the number of days worked each week divided by five (5). An employee's vacation time will be reduced on a pro-rata basis for any period in excess of two (2) weeks (excluding vacation time, sick time or any other Employer-paid leave not actually worked).

Full-time employees will earn a one-time bonus of five (5) extra vacation days to be taken in the twenty-fifth (25<sup>th</sup>) year of employment.

#### General Rules

- Each employee shall take vacation at a time approved by the President or designate. Whenever possible, the vacation period shall be scheduled to suit the mutual convenience of the employee and the United Way.
- Each department may establish vacation guidelines based on departmental staffing requirements. These may include:
  - specific times of the year when vacations cannot be scheduled unless mutually agreed between the Employer and the employee;
  - minimum staffing levels to be maintained.
- If one of the eleven (11) observed holidays occurs during the vacation, an additional vacation day shall be allowed.
- Full-time employees who terminate employment and are entitled to vacation pay shall be given vacation pay in lieu of vacation days at their daily rate of pay.

Compensation in lieu of vacation time shall not normally be paid except when employment is terminated, unless under special circumstances the payment is approved by the President.

Employees with less than twelve (12) months of service with the United Way shall be entitled, at the discretion of the President, to a vacation equal to their accumulated vacation time.

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Vacation that the employee will earn before the end of the calendar year may be taken in advance, at the discretion of the President.

Earned vacation shall not be accumulated beyond forty (40) days except at the discretion of the President.

- 13.02 Sick leave shall be substituted for vacation where it is established by a medical certificate or acceptable equivalent that the employee was totally disabled during their vacation. The vacation may be deferred and resumed by arrangement between the employee and the Employer.

**ARTICLE 14 - SICK LEAVE**

- 14.01 United Way of Winnipeg provides short-term disability coverage for employees by allowing them to accumulate up to ninety (90) days of fully paid coverage.

- 14.02 Permanent full-time employees are entitled to accumulate one (1) day of short-term disability coverage for each month of employment actually worked.

- 14.03 Any employee who resigns, retires or is terminated forfeits all entitlement to accumulated short-term disability coverage.

- 14.04 Short-term disability coverage accumulated will be reduced by the following occurrences:

Sick leave - for each day which an illness or injury prevents the employee from attending work.

Care-giving leave - the employee may use one-half ( $\frac{1}{2}$ ) of their accumulated short-term disability coverage, to a maximum of six (6) days per year, to care for persons who are dependent upon them, such as children, elderly parents, spouse, or common-law partner. Care-giving leave is intended to address special non-recurring circumstances where the dependent person requires care as a result of illness or accident and no alternative care-giving is available.

- 14.05 Sick leave and care-giving leave are privileges extended to the employee in case of illness or injury and should not be abused. Use of either to take time off is not permitted and shall be considered to be cause for progressive disciplinary action, consistent with Article 8 of this Collective Agreement.

- 14.06 An employee who is absent from the office is expected to contact and communicate with their supervisor before 9:30 a.m., giving the reason for the absence. An employee who is or has been absent due to illness for more than three (3) consecutive days may be required to provide satisfactory proof of illness and or a detailed medical report.

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- 14.07 An employee required to quarantine due to a public health emergency such as COVID-19 may use accrued sick leave and if an insufficient amount is available, will be allowed an advance on sick leave of up to ten (10) days upon request.**

**ARTICLE 15 - LEAVE OF ABSENCE**

**15.01 Union Leave**

- (a) Where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Upon written request to the Employer, employees who are elected or appointed to represent the Union at union schools, conferences, conventions, or other activities shall be granted leave without pay, providing operational requirements permit. Upon request, the Union will provide the Employer with written confirmation of such dates.
- (c) An employee who is elected or selected for a full-time position with the Union or with anybody with which the Union is affiliated, for a minimum of a one (1) year term shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave requests shall be made with a minimum of thirty (30) days' notice. **The employee agrees to notify the Employer of the employee's intention to return to work at least two (2) weeks prior to the end of the period for which leave was granted, with an effort to provide up to four (4) weeks' notice.** The leave may be renewed bi-annually, by mutual consent of the parties, **and shall not be unreasonably denied by the Employer.**

An employee who is elected or selected for a full-time position with the Union or with anybody with which the Union is affiliated, periods of less than one (1) year, may apply for a leave of absence. Such leaves shall be granted based on operational needs and/or coverage availability.

- (d) Such Employee shall receive their rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the Employer for all wages within thirty (30) days of invoice. When making the leave requests (b, c) the employee shall indicate the appropriate contact details for invoicing purposes.

- 15.02 Payment of salaries for special leaves (for reasons such as illness or death in the family) may be paid at the discretion of the President for a period of up to five (5) working days.**

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- 15.03 An employee called for jury duty or subpoenaed to act as a witness shall continue to receive their full earnings for the period absent from work minus the amount paid the employee as a witness or juror fee.
- 15.04 Leave of absence with pay shall be granted to allow employees to write examinations to upgrade employment qualifications with the Employer. Leave of absence with or without pay may be granted to allow employees to attend an education course to improve qualifications where the connection between the course and the Employer's operations is positive and direct but not restricted to the employee's current position.
- 15.05 The Employer shall grant casual leave of absence with pay to an employee prevented from reporting to duty due to storm conditions which make public highways impassable, provided a public announcement to this effect is made by a civil authority. Whenever possible, the employee should attempt to work from home.
- 15.06 An employee may be granted leave of absence without pay and without accumulation of seniority when they present a written request in advance providing reasonable cause. Such request is subject to approval by the Employer.
- 15.07 Parenting and family leave will be provided in accordance with applicable legislation, as per 15.08, 15.09 and 15.10. In the case of any conflict between the legislation and this Agreement, the legislation prevails. In order to be eligible for parenting leave, medical evidence of the expected delivery date may be required. In the case of an adoption, the employee may commence leave on one (1) day's notice, provided that application for such leave is made when the adoption is approved and the President or designate is kept informed of the progress of the adoption proceedings.
- 15.08 Maternity Pregnancy Leave
- The provisions of this section will be in accordance with current provincial employment legislation.
- (a) In order to qualify under this section a pregnant employee must:
- (i) have completed seven (7) continuous months of employment with the Employer;
  - (ii) submit to the Employer an application in writing at least four (4) weeks before the day specified in the application as the day on which they intend to commence such leave;

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- (iii) provide the Employer with a certificate from a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated time of delivery.
- (b) An employee who qualifies under this section is entitled to maternity/**pregnancy** leave consisting of:
  - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in paragraph (a) (iii) above; or
  - (ii) if the date of delivery is after the estimated date, seventeen (17) weeks and a period of time equal to the time between the estimated date and the date of delivery.
- (c) The provisions of this section do not apply to employees on lay-off.
- (d) The most current provisions, of the *Employment Standards Code and Employment Insurance Regulations* respecting maternity leave shall apply.

#### 15.09 Adoptive Parent Leave

The provisions of this section will be in accordance with provincial employment legislation, subject to the following conditions:

- (a) the employee must have completed seven (7) continuous months of employment with the Employer;
- (b) the employee must submit to the Employer an application, in writing, for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
- (c) the employee may commence adoption leave upon one (1) day notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the adoption proceedings as per (b);
- (d) in the case of adoption, the adoption occurs or is recognized under Manitoba law;
- (e) an employee who qualifies is entitled to and shall be granted adoption leave, without pay, consisting of a period of **sixty-three (63)** weeks following the date of the adoption of the child;

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- (f) parental leave related to adoption must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee;
- (g) the provisions of this section do not apply to employees on lay-off;
- (h) The most current provisions of the *Employment Standards and Employment Insurance Regulations* respecting adoption leave shall apply.

15.10

(a) Parental Leave

Each employee:

- (i) who becomes the parent of a child or assumes actual care and custody of a child, and
- (ii) who completes seven (7) months of employment with the Employer, and
- (iii) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave consisting of a continuous period of up to **sixty-three (63)** weeks.

(b) Commencement of Parental Leave

Subject to subsection 15.08, 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.

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.

The Employer and the Union agree that an employee on maternity parental leave of absence will be entitled to the benefits of the group insurance plans which are required provided the employee maintains the required premium contributions of the plan.

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(c) Late Application for Parental Leave

An employee who gives less notice than is required under Article 15.10 is entitled to the **sixty-three (63)** weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

(d) The most current provisions of the *Employment Standards Code* and *Employment Insurance Regulations* respecting parental leave shall apply.15.11 Non-Birth Parent Support Leave

An employee who has not physically given birth to the child may be granted between three (3) and five (5) working days' leave, with pay, to attend to needs directly related to the birth of the child.

15.12 Bereavement Leave

An employee shall be granted leave of absence of up to five (5) working days without loss of salary in the event of the death **or**, serious illness of, a parent, wife, husband, common-law partner, (step)sibling, (step)child, **(step)parent**, (step)mother-in-law, (step)father-in-law, (step)grandparent, (step)grandparent-in-law, (step)sibling in-law, **person to whom the employee is engaged to be married**, (step)grandchild or other relatives who reside with the employee, foster child, or former foster parent.

When the bereavement occurs during a period of vacation leave, the employee shall be entitled to qualify for bereavement leave and the days of vacation shall be rescheduled. An employee shall be granted one-half (½) working day's compassionate leave without loss of salary to serve as a pallbearer for a funeral within the metropolitan Winnipeg area. If the funeral is outside this area, an employee shall be granted one (1) working day's compassionate leave without loss of salary to serve as a pallbearer.

An employee may be granted leave, with pay, to attend a funeral as a mourner.

15.13 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow **an** unpaid leave of absence of up to two (2) months so that an employee may be a candidate in federal, provincial, or municipal elections.

**The Employer will also consider in good faith any other requests by employees for leave arising from their participation in Indigenous and public affairs.**

**Requests under this Article shall not be unreasonably denied.**

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15.14 Citizenship Leave

An employee shall be allowed up to one (1) working day, with pay, to process their Canadian citizenship application. Where circumstances warrant additional time off, the Employer will allow such leave, with or without pay.

15.15 Compassionate Care Leave

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

- (a) An employee must have completed thirty (30) days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from;
    - (A) the day the certificate is issued; or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.
- (f) "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.
- (g) An employee may end the compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.

- (h) At the end of an employee's leave under this article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) In the event that the death of a family member occurs during the period of leave, the Compassionate Care Leave shall end, and the employee will commence bereavement leave as set out in this article, where eligible.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 15.12 of the Collective Agreement.

15.16 Domestic Violence Leave

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 violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

An Employer must maintain confidentiality with 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 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.

If Domestic Violence Legislation changes subsequent to this Agreement, the parties agree that the most current Domestic Violence Legislation shall apply.

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**ARTICLE 16 - REHABILITATIVE ACCOMMODATION OF EMPLOYEES**

- 16.01 The parties are committed to rehabilitative accommodation in a manner that respects the dignity of employees.
- 16.02 We recognize the right of employees who become disabled or incapacitated to continue to engage, as far as is reasonable, in meaningful and productive employment with the Employer.
- 16.03 Rehabilitation is the mutual responsibility of employees, the Employer, and the Union.
- 16.04 Where a need has been identified, the parties will meet to determine reasonable accommodation that is consistent with the Collective Agreement and Mission and Values.
- 16.05 Where necessary, the seniority and posting provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.
- 16.06 In the event of a dispute on medical grounds regarding an employee's suitability for a position, the matter will be referred to a physician mutually agreed to by the Union and the Employer.
- 16.07 Employees accommodated under this provision will receive the greater of:
- (a) their current remuneration; or
  - (b) the rate of pay of the new position.
- During the period their current remuneration exceeds the rate of their new position, there is no entitlement to annual merit increases.
- 16.08 The Employer and the Union recognize that addictions and mental illnesses are medical disorders and should be treated as such rather than as disciplinary problems. They further recognize the social, personal, and economic problems associated with them.
- 16.09 An employee who is suspected to have a medical disorder will be given every opportunity to rehabilitate themselves before any decision is taken by the Employer regarding disciplinary action. The parties therefore agree that:
- (a) an employee who is suspected to have a medical disorder must be advised, in the presence of a Union official, that the Employer is concerned about the effect of the alleged medical disorder upon their work performance;

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- (b) the employee who is so advised will be given the opportunity to enroll in an employee assistance program or recognized treatment program;
- (c) the employee shall be given a leave of absence for the period of their participation in the program and their seniority and benefits shall continue;
- (d) only if the employee who is suspected to have a medical disorder refuses to cooperate in the program can they be subject to discipline by the Employer;
- (e) any disciplinary action taken by the Employer against the employee is subject to the employee's right to grieve and arbitrate in accordance with Articles 6 and 7.

#### **ARTICLE 17 - WAGES AND PAYMENT OF WAGES AND ALLOWANCES**

- 17.01 The Employer agrees to pay wages to its employees in accordance with the amounts referenced in Schedule "A" which shall be attached to and form part of the Collective Agreement.
- 17.02 As a term of employment, the Employer requires certain members of staff to use their personal automobiles in carrying out their duties on behalf of the Employer. Where an automobile is so required will remain at the discretion of the Employer and the following will be paid at the kilometer rate prescribed by the Internal Relations & Operations department for all kilometers traveled in the course of the Employer's business.
- 17.03 The Employer shall pay the full cost of any course of instruction required by the Employer. Further, the Employer may pay for any other courses that will enhance the employee's ability to perform their job.
- 17.04 **As mutually agreed by the parties** the Employer shall pay the full cost associated for the employee to attend Labour conventions, conferences and to Labour Education Institutes or training facilities as either an instructor or a student.
- 17.05 The Employer will reimburse all authorized receipted expenses that are incurred in the completion of work responsibilities.
- 17.06 In recognition of the fact, as a direct result of performing their duties, employees may have their clothing damaged or soiled, the Employer shall make appropriate compensation, following documentation of the incident.
- 17.07 Employees shall be provided free serviced parking close to the United Way office at 580 Main Street or any future United Way location, and will be reimbursed for

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reasonably priced parking when attending at the Winnipeg Labour Council offices.

#### **ARTICLE 18 - EMPLOYEE BENEFIT PLANS**

- 18.01 The Employer agrees to **obtain insurance for** benefits as described in the Employer booklets or other sources, benefit plan documents and policies of insurance for all regular employees of the bargaining unit. All of the benefit plans described in the Employer booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available to the Union.
- 18.02 The Employer agrees to contribute during the life of this agreement to the Group Life Insurance Plan presently in effect. The Employer will contribute one hundred percent (100%) of Group Life Insurance premiums. The Employee will pay one hundred percent (100%) of the Long Term Disability Insurance premiums.
- The Employer will, in addition to the above, contribute one hundred percent (100%) of the costs of the Accidental Death and Dismemberment Plan, the Dependent's Life Insurance Plan, the Health Care Plan, the Employee Assistance Plan and the Dental Plan. The Employer will provide the employee with Workers Compensation coverage to compensate employees for work-related injury, illness, or accident.
- 18.03 The Employer agrees to contribute during the life of this agreement to the Community Agencies Benefit Plan as amended from time to time presently in effect. The Employer will contribute fifty percent (50%) towards pension contributions to the plan as it is carried on and amended from time to time by the Pension Plan Trustees. Employer and the employees will continue to pay fifty percent (50%) towards pension contributions.
- 18.04 Provided it is acceptable to the Employer's benefit provider, if the employee is on an authorized leave of absence, the employee may elect to continue to be covered by the Employer's group insurance benefit plan provided the employee continues to pay their share of the group insurance premiums during the leave period. In the case of unpaid sick leave or maternity or parental leave, the Employer will pay the entire cost of the employee premiums (employee share and Employer share) with the exception of LTD for the first three (3) months of leave. Following the first three (3) months, the Employer and the employee will continue to pay its share of premiums as in the normal course.

#### **ARTICLE 19 - TECHNOLOGICAL CHANGE**

- 19.01 The Employer has the right to introduce technological change which shall be defined as the introduction of equipment or change in the method of operation

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which affects the conditions of employment, workloads, job security or wage rates of employees covered by this Collective Agreement. The Employer shall endeavour to introduce technological change in a manner which will, as much as is practicable, minimize the disruptive effects on its employees.

- 19.02 The Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of a technological change and the matter shall be immediately negotiable. The notice shall include the following:
- (a) the nature of the change;
  - (b) the date on which the Employer proposes to effect the change;
  - (c) the approximate number, type, and location of employees likely to be affected by the change;
  - (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.
- 19.03 The Union has the right to negotiate the effect that the technological change may have on employees. Any negotiations shall not delay the implementation of the technological change. If the parties are unable to negotiate a settlement, the matter may be referred to the grievance and arbitration process.
- 19.04 No employee shall be dismissed or have their regular hours reduced by the Employer because of a technological change.
- 19.05 An employee who is deemed redundant or displaced from their job as the result of technological change shall be given the opportunity to fill any vacancy for which they have the seniority and which they are qualified to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they are qualified to perform the job.
- 19.06 Where new or greater skills are required than those already possessed by affected employees, the Employer shall give such employee a reasonable period of time, not to normally exceed six (6) months, to perfect or acquire the necessary skills. There shall be no reduction in wage or salary rates during the training period of such employee. When retraining of employees is necessary, it shall be provided during normal working hours, where possible.
- 19.07 New employees shall not be hired by the Employer until employees affected by the change, or employees on lay-off, are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

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19.08 Both parties agree to waive the application of Sections 83, 84 and 85 of the *Labour Relations Act*.

**ARTICLE 20 - GENERAL CONDITIONS**

20.01 The Employer will notify the Union at least thirty (30) days prior of decisions made in respect of working conditions affecting members of the staff within the bargaining unit.

20.02 If any action or proceeding is brought by a third party against any employee covered by this Agreement for an alleged tort committed by them in good faith in the performance of their duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer through the Department Head/designate of any such notification or legal process.
- (b) Upon the employee notifying the Employer, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.
- (c) Provided the conduct of the employee giving rise to the action did not constitute gross negligence of their duty as an employee, the Employer shall pay any damages or costs awarded against such employee in any such action or proceedings and all legal fees or any sum(s) required to be paid by the employee in connection with the settlement of any claim made against the employee providing the settlement is approved by the Employer's legal counsel before it is finalized.

This section shall not be construed to mean that the Employer shall pay any costs, expenses or fees incurred by an employee during or as a result of the Employer's internal disciplinary proceedings.

**ARTICLE 21 - HEALTH AND SAFETY**

21.01 The parties shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and which will provide protection from factors adverse to employee health and safety.

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- 21.02 The Employer shall comply with all applicable health and safety legislation and regulations. All mandatory standards established shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

**ARTICLE 22 - SEVERANCE PAY**

- 22.01 Except for probationary employees, the following shall apply:

In the event of consolidation, suspension of operations or permanent layoff, all employees are entitled to notice, or pay in lieu of notice on the basis of four (4) weeks for period of employment greater than thirty (30) days and less than five (5) years, and notice, or pay in lieu of notice for employment less than thirty (30) days and employment greater than five (5) years as set out in the *Employment Standards Code* (Manitoba).

Employees dismissed for cause may have their employment terminated without notice or severance pay.

**ARTICLE 23 - EDUCATION AND TRAINING TRUST FUND**

In the event that the CUPE Local 2348 establishes an Education Fund, the following shall apply:

- 23.01 The Employer shall contribute ten cents (10¢) per hour per employee for each hour worked into the Union's Education and Training Trust Fund.
- 23.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made and the calculations that were used to determine the amount of contributions that were made by the Employer on behalf of each such employee.
- 23.03 Upon request, but no more than once each contract year, the Union shall provide the Company with an accounting of the fund disbursements.

**ARTICLE 24 - TERM OF AGREEMENT**


- 24.01 This Agreement shall be binding and remain in effect from June 1, 2022, to May 31, 2025.
- 24.02 If either party to this Agreement desires to renew, revise or terminate this Agreement, then not less than ninety (90) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiry date, such party shall give written notice to the other party of its intent or desire.

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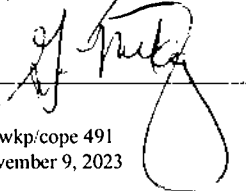
- 24.03 Where a party has given notice as provided in 25.02, the parties shall, without delay but in any case within ten (10) calendar days after the notice was given, or such further time as the parties may agree upon, meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Agreement.
- 24.04 If a renewal or revision of the Agreement has not been concluded before the expiry of the term of the Agreement, the Employer shall not without consent by, or on behalf of the employees affected, decrease rates of salary, or increase rates of salary, for the purpose of impairing the bargaining position of the bargaining agent, or alter any other term or condition of employment in effect immediately prior to the expiry or termination provided for in the Agreement until:
  - (a) a renewal or revision of the Agreement has been concluded, or
  - (b) a mediator appointed to endeavour to bring about agreement has reported to the Minister, and seven (7) days have elapsed after the report has been received by the Minister.
- 24.05 During the period required to negotiate a renewal or revision of this Agreement, this Agreement and current Letters of Understanding shall remain in full force and in effect without change.
- 24.06 The Union will prepare the Collective Agreement for the parties' signature upon written notification of ratification and will supply the employer with an original signed copy and an electronic copy of the Collective Agreement.

This Collective Agreement signed this 11 day of December, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348-50**

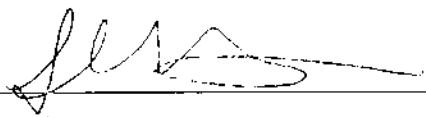



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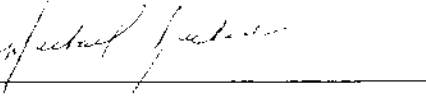


NJ wkp/cope 491  
November 9, 2023

**ON BEHALF OF:  
THE UNITED WAY OF WINNIPEG**




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**SCHEDULE "A"****The United Way of Winnipeg****WAGES AND SALARIES**

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The rate for the Labour Director will fall in the following salary range. In the case of hiring a new employee, the Employer will consult with the Union and the new employee when assessing the appropriate step at which to start that employee.

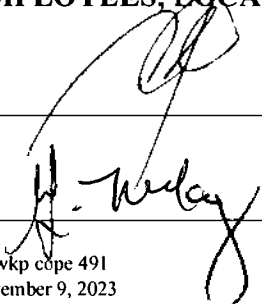
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Year 1	\$58,000.00	\$61,387.93	\$64,775.86	\$68,163.79	\$71,551.72	\$74,939.65
Year 2	\$59,129.31	\$62,517.24	\$65,905.17	\$69,293.10	\$72,681.03	\$76,068.96
Year 3	\$60,258.62	\$63,646.55	\$67,034.48	\$70,422.41	\$73,810.34	\$77,198.28

Notwithstanding the above, the incumbent (Evan Krosney) will be paid as follows:

- (a) for the period ending December 31, 2022, Mr. Krosney's annual salary will remain at \$70,608.00;
- (b) for the period from January 1, 2023 to May 31, 2023, Mr. Krosney's annual salary, pro-rated for the five-month period, shall be \$71,608.00;
- (c) for the period June 1, 2023 to May 31, 2024, Mr. Krosney's annual salary shall be \$72,608.00;
- (d) for the period June 1, 2024 to May 31, 2025, Mr. Krosney shall be placed on the scale at Step 5 (Year 3) and will be paid an annual salary of \$73,810.34.

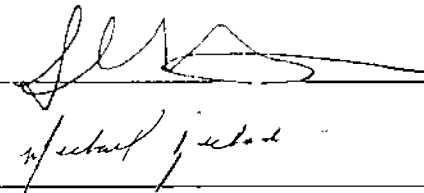
Signed this 11 day of December, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348-50**

  
\_\_\_\_\_  
\_\_\_\_\_  
NJ wkp cope 491  
November 9, 2023

**ON BEHALF OF:**

**THE UNITED WAY OF WINNIPEG**

  
\_\_\_\_\_  
\_\_\_\_\_  
Michael J. ...

**EXHIBIT ONE****TO: THE NEW OR REHIRED EMPLOYEE**

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You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the Canadian Union of Public Employees Local 2348-50, and The United Way of Winnipeg contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” shall not apply to employees who are on layoff.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. Monies deducted during any month shall be forwarded to the CUPE National Offices within twenty (20) calendar days following the end of the Employer’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction.”

Please complete a Membership Application immediately and return it to your Employer so they can forward it to the Union office within ten (10) calendar days of your hire or rehire date.

MR  
LM

**LETTER OF UNDERSTANDING #1**

between

**Canadian Union of Public Employees, Local 2348-50**

and

**The United Way of Winnipeg**

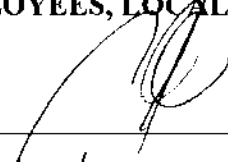
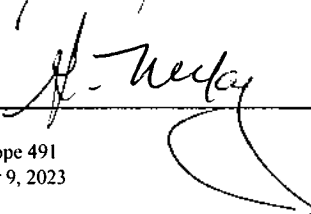
**RE: WORK FROM HOME – ONE YEAR TRIAL BASIS**

**On a one-year trial basis and provided it does not adversely affect operational requirements, the Employer may consider requests from employees for flexibility with respect to working from home. Requests must be pre-approved by the appropriate supervisor prior to working from home except in extenuating circumstances and will not be unreasonably denied. The Employer is not responsible for any cost associated to a home/remote workspace.**

**Unless the parties jointly agree to extend or amend this Letter of Understanding it will automatically expire on May 31, 2023.**


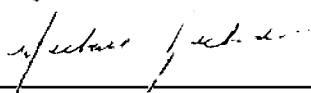
Signed this 11 day of December, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348-50**

  
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\_\_\_\_\_

**ON BEHALF OF:**

**THE UNITED WAY OF WINNIPEG**

  
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\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

between

**Canadian Union of Public Employees, Local 2348-50**

and

**The United Way of Winnipeg**

**RE: CITY OF WINNIPEG ECOPASS PROGRAM SUBSIDY**

**The Employer will continue to participate in the City of Winnipeg Transit EcoPass program and partially subsidize bus passes for the employee if they choose to participate as per the terms of the EcoPass program.**

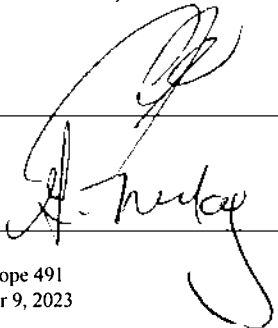
**No later than the first day of the month two (2) months before the month for which the change is requested to commence, the Employee shall in writing request a change from parking privileges as per article 17.07 to the City of Winnipeg Transit EcoPass program, or vice-versa (e.g., a request for a change must be made by no later than May 1 to be effective as of July 1).**

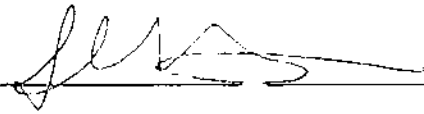
**Any change must commence as of the first day of a month, and stay in effect for at least three (3) months.**

Signed this 11 day of December, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348-50**

**ON BEHALF OF:  
THE UNITED WAY OF WINNIPEG**

  
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\_\_\_\_\_

  
\_\_\_\_\_  
*Michael J. ...*

**LETTER OF UNDERSTANDING #3**

between

**Canadian Union of Public Employees, Local 2348-50**

and

**The United Way of Winnipeg**

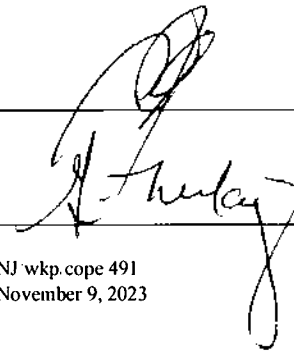
**RE: REGULAR WORKPLACE MEETINGS**

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**During the term of this Collective Agreement, the parties shall, at the request of either party, meet at least once every three (3) months for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by the Collective Agreement.**

Signed this 11 day of December, 2023.

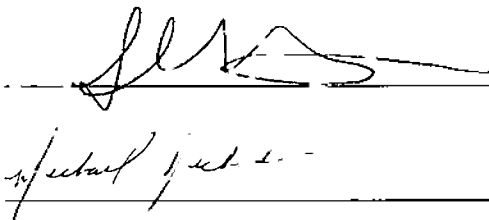
**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348-50**

  
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\_\_\_\_\_

NJ wkp.cope 491  
November 9, 2023

**ON BEHALF OF:**

**THE UNITED WAY OF WINNIPEG**

  
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