

COLLECTIVE AGREEMENT

- BETWEEN -



- AND -



TERM OF AGREEMENT

March 31, 2024 TO April 3, 2027

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BETWEEN:

HARVEST MANITOBA INC.

(hereinafter referred to as the “Employer”),
of the first part;

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2348**

(hereinafter referred to as the “Union”),
of the second part.

ARTICLE 1 - PURPOSE

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

- (a) to maintain and improve harmonious relations between the Employer and employee; and
- (b) to recognize the principle of joint discussion and negotiation of matters pertaining to wage scales, hours of work, and other working conditions; and
- (c) to document negotiated working conditions in the form of a written agreement; and
- (d) to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement; and
- (e) to support and work towards Harvest Manitoba’s mission providing food to people who struggle to feed themselves and their families and to maximize public awareness of hunger while working towards long-term solutions to hunger and poverty.

NOW THEREFORE, the parties agree as follows:

The parties acknowledge and agree that volunteers have and will continue to have an important and integral role in the work at Harvest Manitoba.

ARTICLE 2 - DEFINITION

- 2.01 “Employer” means Harvest Manitoba Inc. located at 1085 and 1095 Winnipeg Avenue, Winnipeg Manitoba as represented by the President and Chief Executive Officer or designate.
- 2.02 “Employee” means all employees of the Employer included in the scope of this Agreement as set out in MLB-7425, which includes all employees except Volunteers, the Executive Assistant, Finance Coordinator, Finance Manager, Communications and Marketing Manager, Community Events Manager, Directors, Senior Managers and positions above Senior Managers, and any employees excluded by the *Labour Relations Act*.
- 2.03 A full-time employee shall be defined as an employee designated as full-time by the Employer and who normally works forty (40) hours per week. A part-time employee will be defined as an employee who is not a casual employee and who normally works less than forty (40) hours per week.
- 2.04 A casual employee will be defined as an employee employed on a non-scheduled and/or sporadic basis. Such employees are not entitled to any provisions of the Collective Agreement except as follows:
- (a) Casual employees shall receive vacation pay at the rate of four percent (4%).
 - (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - (c) Casual employees shall receive increments after the completion of one (1) year of service with the Employer until the maximum rate of the appropriate salary schedule is attained.
 - (d) Casual employees required to work on a general holiday shall be paid in accordance with the *Employment Standards Code* (ESC).
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with the Collective Agreement.
 - (f) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with the Collective Agreement.
 - (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (h) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at their basic rate of pay.
- (i) Article 16 and 17 - Grievance Procedure and Arbitration herein apply only with respect to the terms of this Article.
- (j) For the purposes of hiring and promotion, casual employees shall hold seniority only amongst casual employees.

2.05 The term "volunteer" as used in this Agreement shall mean any person who volunteers at or in connection with Harvest Manitoba and is authorized to do so by the Employer.

2.06 Employees may be hired for a specific term of employment. In such case the employee will be covered by all terms of the Agreement except that they will cease employment on the expiration of the fixed term. Said employee will be classified as a term employee.

2.07 Interpretation

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

2.08 A "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all of its employees described in Article 2.02 and covered under the bargaining unit certified by Manitoba Labour Board Certificate No. MLB - 7425 and agrees to meet with the representatives of the Union for the purpose of carrying out the terms and conditions of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except as expressly provided in this Collective Agreement, it is acknowledged that the Employer retains all management rights, including but not restricted to the right, responsibility and authority to:

- (a) plan, direct and control all operations;
- (b) maintain order and discipline employees; including promote, demote, suspend,

layoff, recall, transfer, discipline or discharge employees for just cause; and

- (c) generally manage, operate and regulate the workplace and its affairs, functions and employees.

- 4.02 The Employer acknowledges their obligation in administering the Collective Agreement, to act reasonably, fairly, in good faith, in compliance with all applicable federal and provincial legislation, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 5 - UNION STEWARDS AND DISCIPLINE

- 5.01 The Union shall notify the Employer in writing of the names of the Shop Stewards. The Union Steward may leave their regular duties for a reasonable duration to assist employees in processing grievances as defined in this Agreement, however, the Steward must first obtain permission from the shift Supervisor for such purpose and upon completion, shall report to the shift Supervisor and return to their regular duties. It is agreed that this time will not be abused nor unreasonably withheld.
- 5.02 The Employer agrees that when an employee is called in on a disciplinary matter that will form part of the work record, the Steward shall be called in at the same time (disciplinary matters for this purpose is considered verbal/written warnings, suspensions and terminations).
- 5.03 The Employer agrees to introduce new employees falling under the scope of this agreement to the Chief Shop Steward or designate, in order to acquaint them with the fact that a Collective Agreement between the Employer and the Union is in effect. Except in unusual circumstances, it is the intent of the parties that this introduction occur within the first 30 working days of the employee.
- 5.04 Upon written request an employee shall be given the opportunity to examine their entire personnel file. The employee may be accompanied by a Union Representative during such inspection. One personnel file will be maintained for each employee. The employee may request a copy of and/or submit a reply to, any document in their personnel file. The providing of such copy shall be at the employee's expense and in a reasonable time frame as determined by the Employer.
- 5.05 Employees have the right to receive regular feedback on their job performance. Performance reviews will take place in a constructive, transparent, professional and confidential manner. Employees shall have the right to respond in writing to any comments in their evaluation and their response shall form part of the performance evaluation.
- 5.06 The Employer will provide a copy of any written reprimand, suspension or termination to the Union.

- 5.07 Any disciplinary action issued as a verbal or written warning shall not be referenced by the Employer after twenty-four (24) months should there be no reoccurrence of the matter leading to the disciplinary action.

ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 6.01 Upon written request to the Employer, an employee elected or appointed to the Local Union, or to represent the Union at a convention or other Union function, may be granted necessary leave of absence without loss of pay or benefits subject to maintaining an efficient operation with total recovery of wage and benefit costs from the Union. Requests for such leave will not be unreasonably denied.

An employee who is elected or appointed to a full-time or part-time position with the Union shall be granted leave of absence or regularly scheduled Union book-off without pay and without loss of seniority for a period of a maximum of one (1) year. Further leave may be requested and will not be unreasonably denied depending on the efficient operation of the Employer. Should the appointed or elected employee be full-time status, they shall continue to be considered full-time for the purposes of this Agreement.

For the purpose of this section the Union will be billed the employee's wage rate plus an extra amount for each hour of leave granted.

- For full-time employees with single benefit coverage, twenty percent (20%)
- For full-time employees with family benefit coverage, twenty-five percent (25%)
- For part-time employees, ten percent (10%)

In the event any employee on leave of absence referred to above experiences a WCB claim while on that leave, the Union will remit to the Employer five percent (5%) of the employee's hourly wage rate for each hour of the claim.

- 6.02 The Employer agrees to grant a maximum of three (3) employees a necessary leave of absence for the purpose of participating in collective bargaining with the employer without loss of pay or benefits with total recovery of wage and benefit costs from the Union.

ARTICLE 7 - UNION RIGHTS, RESPONSIBILITY AND DUES

- 7.01 In consideration of the Employer making the compulsory checkoff of Union dues as herein provided, the Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee pursuant to this section.
- 7.02 The Employer will deduct Union dues, on a biweekly basis, for the duration of this Agreement and initiation fees as certified by the Union, in writing, from all members of the Bargaining Unit. The Employer agrees to remit such initiation fees and dues, together with a list of employees from whom such deductions have been made, to the Canadian Union of Public Employees National Office, at its mailing address, by the twenty-first (21st) day following the end of each of the Employer's pay periods. The list shall include all hirings, recalls, terminations resignations, retirements and layoffs during that period. Every year, the Employer shall calculate the amount of union dues deducted for each employee, and indicate this amount on the employee's T-4 slips. The Union shall notify the Employer in writing of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.
- 7.03 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of discussing Union business with the Employer and/or the employees covered by the Agreement. The Union shall have the right to have assistance of a representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 7.04 It is agreed that the Union shall not sanction or consent to any strike or slowdown of the Employer's operation by employees, and the Employer agrees it will not lock out employees, during the term of this Agreement.
- 7.05 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.
- 7.06 The Union agrees to notify the Employer of the name and mailing address of the Union Official designated to receive correspondence from the Employer. The Employer agrees to direct any applicable correspondence (which would include correspondence pertaining to the application or interpretation of the Collective Agreement) to that named official.

ARTICLE 8 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION

8.01 The Employer and the Union each confirm their commitment to a respectful workplace, and that all employees, members of management and volunteers shall be treated and shall treat each other with dignity, respect and fairness appropriate to the circumstances in their interactions in the workplace. In addition, no form of harassment or discrimination, as defined under the *Human Rights Code of Manitoba* and the *Manitoba Workplace Safety and Health Act*, will be condoned or accepted in the workplace.

8.02 Processing a Complaint/Report of Harassment

Any complaint raised under 8.01 will be promptly investigated by the Employer. Except in unusual circumstances and unless the complaint is resolved during mediation the investigation will be completed within thirty (30) calendar days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment. Only allegations of harassment that are frivolous, knowingly false, or vindictive may be grounds for disciplinary action against the complainant.

All complaints, inquiries, investigation and information relating to an allegation of harassment will be treated with the utmost confidence.

Complainants and Respondents who are members of the bargaining unit may elect to have a representative of the Union accompany them to meetings related to a respectful workplace complaint.

ARTICLE 9 - SENIORITY

9.01 Seniority shall be defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification.

9.02 Seniority shall continue to accrue during any period of authorized absence.

9.03 An up-to-date seniority list will be posted on the bulletin board in March of each year and sent to the Union.

9.04 In all matters concerning promotions, appointments through job posting, layoffs or recall, seniority will be the deciding factor provided the employee has the required skills, ability, and qualifications to handle the work to be performed in a competent manner. The employer reserves the right to consider attendance and discipline record in the evaluation of competing employees.

- 9.05 Seniority shall be lost and all rights lost if an employee:
- (a) is discharged for cause and not reinstated;
 - (b) resigned;
 - (c) is absent from work without leave or proper authorization for three days or more;
 - (d) is absent for any reason for twenty-four (24) months or more and there is no reasonable expectation of their return;
 - (e) fails to return to work within ten (10) working days of recall if on layoff unless a reasonable justification is provided.
- 9.06 Employees who are promoted out of the scope of this Agreement who subsequently return to the scope of the Agreement within a six (6) month period or other time-period as agreed between the parties will be credited with seniority equal to their continuous service with the Employer. The employee will also be returned to their former position provided that position continues to exist, unless otherwise mutually agreed.

ARTICLE 10 - EMPLOYEE INFORMATION

- 10.01 Employees shall be required to keep the Employer informed of their latest contact information.

ARTICLE 11 - PROBATION

- 11.01 New employees shall be on probation for three (3) calendar months. At any time during the probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause provided it is not done in an arbitrary or discriminatory manner. An employee's probation period may be extended for a further three (3) calendar months upon mutual agreement between the Employer and the Union.
- 11.02 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except as described in 11.01 above.
- 11.03 After completion of the probationary period, seniority shall be effective from the original date of employment.
- 11.04 An employee who transfers to a position in a new classification shall serve a three (3) month trial period. If the Employer determines the employee is not likely to be

successful during this time period the employee shall be placed in their former position. Employees affected by this move will also be returned to their former positions. An employee may request within the three-month period referred to above, to be returned to their former position. The Employer will consider such requests in good faith.

ARTICLE 12 - HOURS OF WORK

12.01 Regular hours of work for full time employees will be five (5) days at:

- (a) Eight (8) consecutive hours per day, including breaks as outlined below;
 - (i) forty (40) hours per week;
 - (ii) hours of work will be consistent unless a regular shift rotation is in place or except in unusual circumstances;
 - (iii) exceptions to the regular hours of work to accommodate operational needs in off-hours may be used as reasonably required. Rotations or exceptions will be communicated to the employee clearly in writing.
- (b) Breaks will be provided as follows:
 - (i) employees scheduled to work at least eight (8) hours shall be entitled to one sixty (60) minute paid break and two (2) fifteen- minute paid rest periods.
 - (ii) employees scheduled to work five (5) hours shall be entitled to one thirty (30) minute paid break time as allocated by the Employer.
 - (iii) employees scheduled to work fewer than five (5) hours shall be entitled to one fifteen (15) minute paid break.
- (c) An employee who reports to work as scheduled and finding no work available shall be paid for a minimum of three (3) hours at their basic rate.

12.02 Any additional hours offered to part-time employees shall be offered relatively equally to all available employees who would typically be assigned the work and who have indicated they are available to perform the work.

12.03 Employees schedules for shifts shall be created on a monthly basis and once assigned, shall not be changed unless two (2) weeks prior notice is given unless otherwise

mutually agreed between the employee(s) and the employer. The employer agrees that except in unusual circumstance and where practical and reasonable a minimum of two weeks notice will be given for all meetings called by the employer.

ARTICLE 13 - PAID HOLIDAYS

13.01 The Company agrees to pay for the normal hours of work, on the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Louis Riel Day | Orange Shirt Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Terry Fox Day | Boxing Day** |

plus, any other statutory holiday as proclaimed by the Provincial Government, provided it occurs on a regular workday.

Should a general holiday fall within a vacation period, that day will not count as a vacation day. If a general holiday falls on the regular day off of an employee, they shall be granted an alternate day off with basic pay by mutual agreement of the Employer and the employee.

**Boxing Day is not a statutory holiday. It will be treated as a general holiday only if it falls on a scheduled working day.

13.02 An employee will not be paid holiday pay for holidays which fall in a week where the employee has been on long term disability or workers compensation for the whole week.

13.03 Part-time employees will be paid in accordance with the *Employment Standards Code*.

ARTICLE 14 - OVERTIME

14.01 Overtime shall be the time worked in excess of eight (8) hours per day and/or forty (40) hours per week. Overtime must be pre-approved in writing by the President and Chief Executive Officer or designate. If overtime is not pre-approved, it will not be recognized as owing. Required and approved overtime may be banked by the employee at a rate of time and one half to a maximum of forty hours (40).

14.02 When overtime is requested or initiated by the Employer, the employee shall have the right to bank the time worked at a rate of one and a half (1.5) times the hours worked. However, when overtime is requested or initiated by the employee, it shall be banked at a rate of one (1.0) times the hours worked.

14.03 No employee shall be required to work overtime against their wishes except in cases of emergency.

ARTICLE 15 - VACATIONS

15.01 Vacation accruals are established based on years of service. All full-time employees who have completed the applicable continuous service in any vacation year is entitled to:

Effective in 2024

One (1) to three (3) years continuous service two (2) weeks

Four (4) to eight (8) years continuous service three (3) weeks

Nine (9) to fourteen (14) years continuous service four (4) weeks

Fifteen (15) plus years continuous service – five (5) weeks

The vacation year shall be from the 1st day of April in one year until the 31st day of March in the next year.

Full-time employees with between six (6) months and one (1) year of continuous employment shall receive an amount of vacation prorated based on their length of employment. Employees may request to access future vacation credits to complete any partial week of vacation. Such requests shall not be unreasonably denied.

(Managers are entitled to one (1) additional week of vacation per year.)

15.02 Employees may use vacation time in single days, subject to approval by the Employer. Such approval will not be unreasonably denied.

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

The Employer will post an approved vacation schedule by May 1st of each year.

The Employer will give due consideration to employee preference based on seniority and individual circumstances, however the final decision in granting or denying any vacation request rests with the Employer based on maintaining an efficient operation. Vacation requests will not unreasonably be denied.

The approved vacation schedule will not be changed unless mutually agreed upon by the employee and the Employer.

- 15.04 If a full-time employee becomes confined to their home or in the hospital due to serious illness or injury while on vacation or is summoned to jury duty the balance of the employee's vacation will be rescheduled following the employee's return to work. Part-time employees who have been granted leave of absence for vacation purposes who are affected as above may have that leave of absence rescheduled to a mutually agreed time upon their return to work.
- 15.05 Employees are permitted to carry over up to 3 days of vacation from the current fiscal year to the following fiscal year. Employees with 4 or more weeks of vacation entitlement may carry over 5 days.

Additionally, employees have the right to request additional carry-over days based on exceptional circumstances. Such requests will be considered, and approval will not be unreasonably withheld.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.01 The parties agree that complaints and grievances be addressed as quickly as possible.
- 16.02 A "grievance" shall be defined as a difference between the parties to this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

Such grievances shall be proceeded with as follows:

Any employee, the Union, or the Employer may present a grievance in writing within fifteen (15) calendar days following the event giving rise to such grievance.

(a) Step 1: Within fifteen (15) calendar days of receipt of a written grievance:

- (i) the grievor and a Steward (or Union representative) shall meet to discuss the grievance with the employee's immediate supervisor or designate;
- (ii) The Supervisor shall give their decision to the grievor in writing.

(b) Step 2

If the action of the supervisor in Step 1 does not settle the grievance, then the grievor may submit the grievance to the President and Chief Executive Officer or designate, in writing, within ten (10) calendar days, stating the grievance,

the articles allegedly violated, and the redress sought. The President and Chief Executive Officer shall hear the grievance and shall reply in writing within five (5) calendar days after receipt of the grievance. The grievor, at this step may be represented by the Union representative, if they so desire.

(c) Step 3

Should the grievance not be resolved in accordance with the provisions set out in sub article (b) above, then upon request of either party, but not later than thirty (30) calendar days following the receipt of the written decision referred to in sub article (b) above, the matter shall be referred to an arbitrator, selected in accordance with Article 17.01.

- 16.03 A full-time Union Representative shall render a written decision on any grievance initiated by the Employer, within ten (10) calendar days following the date on which the meeting occurs.
- 16.04 Time limits in the above grievance procedure may be extended by mutual agreement between the parties to this agreement.
- 16.05 Where a dispute involving a question of general application or interpretation occurs, the Union shall have the right to initiate a policy grievance and Step 1 of the grievance process may be bypassed.
- 16.06 An employee who claims to have been suspended or discharged without just cause, may present their grievance at Step 2 of the grievance procedure.

ARTICLE 17 - ARBITRATION

- 17.01 If a grievance is not settled under Step 2 of Article 16.02 (b), it may be referred to arbitration within the time limits established above. The Arbitrator will be selected from the following list:
- (a) Colin Robinson
 - (b) Karine Pelletier
 - (c) Michael D. Werier
- 17.02 Time limits in the above arbitration procedure may be extended by mutual agreement between the parties to this agreement.
- 17.03 The cost of the arbitrator shall be shared equally by the Union and the Employer.

- 17.04 The arbitrator shall render a decision within thirty (30) calendar days from the last day of the hearing or such other time as may be reasonable in the circumstance.
- 17.05 The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 17.06 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- 17.07 The parties may choose, by mutual; agreement, to select an arbitrator not named from the list contained in 17.01.

ARTICLE 18 - LABOUR MANAGEMENT COMMITTEE

18.01 Establishment of Committee

A Labour Management Committee shall be established consisting of up to three (3) representatives of each of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

The Committee shall meet at the request of either party, but at least quarterly at a mutually agreeable place and time.

The Committee shall concern itself with providing and facilitating cooperation and participation in bringing forward any means of improving and maintaining harmonious relations between the Union, the employees and the Employer.

Time spent by employees in carrying out the functions of this Committee shall be considered as time worked.

The Employer and the Union shall share equally in the operation of the Committee, and shall alternate the chairing of meetings in addition to the preparation and distribution of minutes. Minutes from the Committee shall be signed by each party.

The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement nor to bind either the Union or its members or the Employer to any decisions or conclusions reached in discussions.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Union, the Employer, and employees shall abide by the *Workplace Safety and Health Act* and shall cooperate in promoting and improving rules and practices which encourage a safe and healthy workplace.

A Health and Safety Committee shall be established in accordance with the *Workplace Safety and Health Act*. Worker members shall be appointed by the Union, and chairing and minute-taking responsibilities shall be rotated between worker and employer members of the Committee.

Employees shall suffer no loss of regular earnings as a result of attending such committee meetings.

First aid kits shall be supplied in the workplace.

ARTICLE 20 - JOB POSTING

20.01 When a new position is created or when the Employer determines that a position is to be filled, it will post a notice and circulate an e-mail describing the position and qualifications required. Employees at that time may apply for the position. All applications will be dealt with in accordance with Article 9.04 of this agreement.

20.02 The posting will remain up for a minimum of five (5) working days.

20.03 The name of the successful applicant will be posted for five (5) working days once the position has been filled. The Shop Steward or designate shall be notified in writing of the successful and unsuccessful applicants. All bargaining unit applicants shall have the opportunity to discuss why they were not successful.

20.04 The new salary for the successful candidate will be at the start rate of their new classification, or if their present salary is higher than the start rate, it will be the next increment level in the new classification that offers an increase.

20.05 The Union shall receive copies of all job descriptions for positions within the bargaining unit and will be notified of any significant changes to them. The parties agree that job descriptions can be discussed at the Joint Labour Management (JLM) Committee meetings.

ARTICLE 21 - BULLETIN BOARDS

21.01 Bulletin board space for the use of the Union will be provided by the Employer. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 22 - SAFETY FOOTWEAR

22.01 The Employer shall reimburse any employee who is required to wear safety footwear a maximum of one-hundred dollars (\$100) per twenty-four (24) month period upon presentation of valid receipt.

Employees with more than 2 continuous years of service will be entitled to a maximum of one hundred and fifty) per twenty-four (24) month period upon presentation of valid receipt.

Unused allowance at any time may reach a maximum of \$300.

22.02 The employer agrees to provide a limited number of shared parkas and freezer vests for those who are require to work from time to time in cold conditions.

ARTICLE 23 - INCOME PROTECTION/SICK LEAVE

23.01 Each full-time employee will be credited with 3.692 hours per pay period to a maximum of twelve (12) paid sick days per year (April 1st to March 31st). Part-time employees who have been employed at least twelve (12) months by April 1st of each year and who have worked at least one thousand and forty (1,040) in the previous calendar year will be credited with 1.86 hours per pay period to a maximum of forty eight (48) hours sick bank per year (April 1st to March 31st).

Sick days can be used for the following:

- Personal sick leave including injury, illness, disability or accident not payable by either WCB or MPI;
- Caring for a sick family member;
- Missed time to provide unanticipated child care;
- Inclement weather (road or highway closures);
- Any other Family Leave issue;
- Any other unplanned absences.
- A maximum of two (2) personal/wellness days/year

23.02 Any paid sick days will not count towards hours worked when considering daily or weekly overtime.

23.03 Unused sick days will not be converted into pay or time off. All employees may carry over unused sick days from one year to the next to a maximum of thirty (30) days.

23.04 (a) A doctor's note may be requested for any absence due to illness of four (4) consecutive work days or longer.

- (b) The Employer may request an employee to provide proof of fitness to return to work in the event the employee has been away from work for an extended period, or the Employer suspects the returning employee is not fit for work.
- (c) The Employer shall pay any costs associated with obtaining requested medical certificates.

ARTICLE 24 - LEAVES OF ABSENCE

- 24.01 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give a minimum of four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 24.02 The Employer agrees to comply with the appropriate legislation regarding all leaves referenced in Manitoba legislation. Seniority will continue to accrue during such leave(s).
- 24.03 **Bereavement Leave**
- Bereavement Leave of three (3) paid working days will be granted to a Full-time employee, in the event of death or crisis in the immediate family. Part-time employees working an average of twenty-four (24) or more hours per week will be granted a maximum of two (2) days bereavement leave.
- “Immediate family” will refer to the employee’s spouse/common law partner, child or stepchild, mother (or stepmother), father (stepfather), sister (stepsister), brother (stepbrother), mother-in-law, father-in-law, grandchild, grandmother, grandfather, grandmother and grandfather of the spouse/common law partner and includes any person with whom the paid Team Member resides. Additional paid leave may be granted at the discretion of the President and Chief Executive Officer. Additional unpaid leave or vacation time may be requested by the employee, not to be unreasonably denied.
- 24.04 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/employee benefit programs subject to the provisions of the plan.
- 24.05 **Jury Duty/Witness Duty**
- An employee subpoenaed for jury duty or witness duty in a court of law shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

- 24.05 The Union shall receive copies of all job descriptions for positions within the bargaining unit and will be notified of any significant changes to them. The parties agree that job descriptions can be discussed at the Joint Labour Management (JLM) Committee meetings. In the event new positions are created or significant changes occur within a classification the JLM will also be charged with the responsibility of discussing and resolving any differences of opinion regarding the appropriate wage rate for the position.

ARTICLE 25 - LAYOFF/RECALL

- 25.01 Both parties recognize that job security shall increase in proportion to length of service provided the employee has the required skills, ability, and qualifications to handle the work to be performed in a competent manner. Subject to this clause employees shall be laid off in the reverse order of the bargaining unit by seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the required skills, ability, and qualifications to handle the work to be performed in a competent manner. Bumped employees shall have the same rights.
- 25.02 Employees shall be recalled in the order of their seniority providing the employee exercising the right has the required skills, ability, and qualifications to handle the work to be performed in a competent manner.
- 25.03 Subject to the existence of sufficient financial resources, the Employer will not lay off an employee for the purpose of replacing that employee with a volunteer.

ARTICLE 26 - SALARY/WAGES

- 26.01 No employee will have their wage or level of benefits reduced through the implementation of this Collective Agreement.
- 26.02 When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.
- 26.03 If an employee voluntarily transfers to a lower or equally paid classification, they shall be paid at the same increment step in the new classification as they were at the old classification.
- 26.04 Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration subject to approval of the Executive Director or designate. Employees who use their own vehicles shall be paid mileage at rates set by the Employer. Such approval will not be unreasonably withheld.

26.05 No Other Agreements

Effective upon ratification, 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. This agreement will not in any way affect any arrangements made prior to the ratification of this agreement.

26.06 In the event that a full-time employee is required to temporarily assume the responsibilities of an in scope colleague occupying a position with a higher wage for a full shift or more, the covering employee shall be compensated at the rate of pay corresponding to the higher position for that shift.

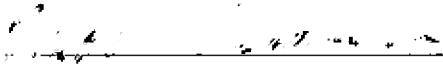
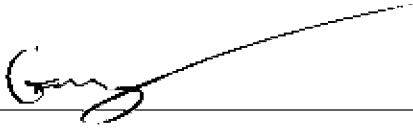
ARTICLE 27 - DURATION OF AGREEMENT

- 27.01 This Agreement shall become effective on March 31, 2024 and it shall continue in full force and effect until April 3, 2027.
- 27.02 Should the parties fail to conclude a new Collective Agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- 27.03 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these requests, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 27.04 The Union shall give the Employer seven (7) calendar days' notice prior to the employees going out on strike.
- 27.05 The Employer shall give the Union seven (7) calendar days' notice prior to locking out the employees.
- 27.06 This Agreement may be amended during its term by mutual agreement between the Employer and the Union.

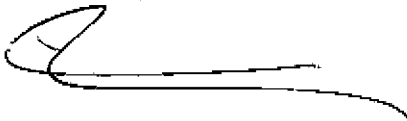
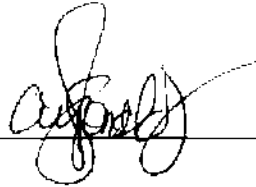
Signed this 24th day of May, 2024.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2348**

HARVEST MANITOBA INC.



Susan Robison



Allison ~~Smith~~ AK

APPENDIX A

Wages

Effective Sunday following ratification all employees on the payroll shall receive an increase of \$.25/hour.

Effective March 30, 2025 all employees on the payroll shall receive an increase of \$.75/hour or the amount prescribed by minimum wage legislation, whichever is greater.

Effective March 29, 2026 all employees on the payroll shall receive an increase of \$.50/hour or the amount prescribed by minimum wage legislation, whichever is greater.

Effective the Sunday following ratification the parties agree that the 0 – 6 month scale will be eliminated in the Cleaners and Part Time Volunteer Services classifications. All employees on those scales will move to the old 6 – 12 month rate and that the new scales will be 0 – 12 months and over 12 months. (eg. Old scale before increases 0 – 6 months 15.60, 6 – 12 months 16.10, over 12 months 16.85, New scale before increases 0 – 12 months 16.10, over 12 months 16.85)

Retroactivity will be paid to all employees on the payroll on the date of ratification at the rate of \$.25/hour for all regular hours worked or paid from March 31 until the Saturday after ratification.

The employer reserves the right to exceed the scales and progressions in recognition of previous relevant experience or qualifications as determined by the employer, and after engaging in consultation with the Chief Shop Steward or designate.

WAGE SCALES

| | March 30, 2024 | March 30, 2025 | March 29, 2026 |
|--|-------------------|-------------------|-------------------|
| Warehouse Associate | | | |
| 0-6 months | \$16.85 | \$17.60 | \$18.10 |
| 6-12 months | \$17.60 | \$18.35 | \$18.85 |
| over 12 months | \$19.10 | \$19.85 | \$20.35 |
| Warehouse support (includes Floor Supervisor, Materials Handler, and Dispatch) | | | |
| 0-3 years | \$19.35 | \$20.10 | \$20.60 |
| 3-6 years | \$20.60 | \$21.35 | \$21.85 |
| over 6 years | \$22.60 | \$23.35 | \$23.85 |

Cleaning Associate

| | | | |
|----------------|---------|---------|---------|
| 0-12 months | \$16.35 | \$17.10 | \$17.60 |
| over 12 months | \$17.10 | \$17.85 | \$18.35 |

Volunteers Services Associate

| | | | |
|----------------|---------|---------|---------|
| 0-12 months | \$16.35 | \$17.10 | \$17.60 |
| over 12 months | \$17.10 | \$17.85 | \$18.35 |

Senior Volunteer Services Associate (FT)

| | | | |
|----------------|---------|---------|---------|
| 0-6 months | \$18.35 | \$19.10 | \$19.60 |
| 6-12 months | \$19.35 | \$20.10 | \$20.60 |
| over 12 months | \$20.60 | \$21.35 | \$21.85 |

Administrative Associates

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$17.35 | \$18.10 | \$18.60 |
| 3-6 years | \$18.35 | \$19.10 | \$19.60 |
| 6+ years | \$20.10 | \$20.85 | \$21.35 |

Communications/Marketing

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$19.35 | \$20.10 | \$20.60 |
| 3-6 years | \$21.10 | \$21.85 | \$22.35 |
| 6+ years | \$25.73 | \$26.48 | \$26.98 |

Development Associate

| | | | |
|------------|---------|---------|---------|
| 0-5 years | \$20.60 | \$21.35 | \$21.85 |
| 5-10 years | \$23.85 | \$24.60 | \$25.10 |
| 10+ years | \$28.14 | \$28.89 | \$29.39 |

Fleet Maintenance

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$19.73 | \$20.48 | \$20.98 |
| 3-6 years | \$20.35 | \$21.10 | \$21.60 |
| 6+ years | \$21.10 | \$21.85 | \$22.35 |

Facilities Associate

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$18.10 | \$18.85 | \$19.35 |
| 3-6 years | \$18.60 | \$19.35 | \$19.85 |
| 6+ years | \$19.35 | \$20.10 | \$20.60 |

Training Associate

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$19.10 | \$19.85 | \$20.35 |
| 3-6 years | \$20.60 | \$21.35 | \$21.85 |
| 6+ years | \$22.35 | \$23.10 | \$23.60 |

Client Services/CFNS

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$19.48 | \$20.23 | \$20.73 |
| 3-6 years | \$20.10 | \$20.85 | \$21.35 |
| 6+ years | \$22.35 | \$23.10 | \$23.60 |

Managers 1 (Training)

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$23.85 | \$24.60 | \$25.10 |
| 3-6 years | \$24.85 | \$25.60 | \$26.10 |
| 6+ years | \$25.85 | \$26.60 | \$27.10 |

Managers 2 (includes Facilities, VS Manager, Community Food Network Services(formerly Agencies), Client Services manager, Community Events Manager)

| | | | |
|-----------|---------|---------|---------|
| 0-3 years | \$24.85 | \$25.60 | \$26.10 |
| 3-6 years | \$26.35 | \$27.10 | \$27.60 |
| 6+ years | \$27.85 | \$28.60 | \$29.10 |

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

- AND -

HARVEST MANITOBA INC.

RE: BENEFITS

The Employer will continue to make available to full-time employees on a cost sharing basis the following benefits: Life Insurance, Accidental Death and Dismemberment (AD&D) coverage, Long Term Disability, Health, Dental, Employee Assistance Program (EAP), and a group Registered Retirement Savings Plan (RRSP). If requested, the Employer agrees to review the benefits provided with the Union during the term of the Collective Agreement.

Signed this 24th day of May, 2024.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2348**

HARVEST MANITOBA INC.

Suzanne Robinson

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

- AND -

HARVEST MANITOBA INC.

RE: EMPLOYEE HANDBOOK

During the term of the Collective Agreement, both parties acknowledge that adjustments to the Employee Handbook may become necessary to uphold operational excellence. The Employer commits to engaging in consultation with the Union prior to implementing any modifications or revisions to the Handbook. The Union retains the right to provide recommendations as deemed necessary.

Signed this 24th day of May, 2024.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2348**

HARVEST MANITOBA INC.

