

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 2348

- and -



Rainbow Resource Centre, Inc.

Term of Agreement:

December 9, 2023 to December 8, 2027

Table of Contents

ARTICLE 1 - DEFINITIONS.....	1
ARTICLE 2 - SCOPE OF RECOGNITION	3
ARTICLE 3 - EMPLOYER RIGHTS	3
ARTICLE 4 - UNION SECURITY AND CHECKOFF	4
ARTICLE 5 - UNION REPRESENTATION	5
ARTICLE 6 - RESPECTFUL WORKPLACE / NO HARASSMENT / NO DISCRIMINATION.....	7
ARTICLE 7 - COMMITTEES.....	7
ARTICLE 8 - PROBLEM-SOLVING AND GRIEVANCE PROCEDURE	9
ARTICLE 9 - ARBITRATION.....	10
ARTICLE 10 - DISCIPLINE AND ACCESS TO PERSONNEL FILE.....	11
ARTICLE 11 - SENIORITY	13
ARTICLE 12 - PROBATION	14
ARTICLE 13 - PROMOTIONS AND STAFF CHANGES	15
ARTICLE 14 - LAYOFFS AND RECALLS	16
ARTICLE 15 - HOURS OF WORK	17
ARTICLE 16 - OVERTIME.....	19
ARTICLE 17 - GENERAL HOLIDAYS.....	20
ARTICLE 18 - VACATIONS	22
ARTICLE 19 - SICK LEAVE	24
ARTICLE 20 - LEAVE OF ABSENCE	25
ARTICLE 21 - EDUCATION AND TRAINING.....	31
ARTICLE 22 - JOB DESCRIPTIONS AND CLASSIFICATION/RECLASSIFICATION.....	31
ARTICLE 23 - PAYMENT OF WAGES AND BENEFITS.....	32
ARTICLE 24 - TERMINATION OF EMPLOYMENT	34
ARTICLE 25 - GENERAL	34
ARTICLE 26 - TERM OF AGREEMENT.....	35
ARTICLE 27 - OVERPAYMENTS.....	36
SCHEDULE "A" RE: WAGES.....	38
SCHEDULE "B" RE: PER DIEM TRAVEL EXPENSE ALLOWANCE.....	39
LETTERS OF UNDERSTANDING	
RE: DAYS OF COMMUNITY IMPORTANCE	40
RE: FUNDING	41
RE: ADVOCACY	42
RE: TRUTH AND RECONCILIATION, COLLECTIVE AGREEMENT LANGUAGE.....	44
RE: ARBITRATORS.....	45
RE: ARTICLE 23.04	46
RE: PENSION.....	47
RE: JOB CLASSIFICATION REVIEW.....	48
RE: SICK/FAMILY CAREGIVER BENEFITS TOP UP.....	50
RE: CAMP AURORA.....	52

PREAMBLE

Whereas it is the purpose of both parties to this Agreement:

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;

The parties agree that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) An "employee" is a person employed by the Employer and covered by this Agreement.
- (b) A "full-time employee" is one who works at least seventy-five (75) hours in a two-week period on a regular and recurring basis.
- (c) A "part-time" employee is one who regularly works less than full-time hours but who has permanent hours biweekly.
- (d) A "term" employee shall be employed for a specific period of time. A term employee may also be employed until completion of a particular project to a maximum period of one (1) year. Following the completion of 975 hours of actual work, a temporary employee shall be covered by the terms of this Agreement unless otherwise limited by the Agreement or agreed by the parties. No employee shall be terminated and re-employed for the purpose of extending the period of temporary employment.
- (e) A "temporary grant employee" means a temporary employee who works on a project funded by a grant to the Employer. Temporary grant employees are included in the bargaining unit and are covered by this Collective Agreement with respect to non-monetary items only.

- (f) A “casual” employee is an employee who is not full-time, part-time or term and who works irregularly and is not scheduled on a regular basis. The terms of this Agreement shall not apply to casual employees, except as follows:
- (i) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period;
 - (ii) Casual employees shall be paid not less than the start rate of the position to which they are assigned;
 - (iii) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one half (1.5) times the rate set out in (ii) above;
 - (iv) Casual employees shall be entitled to overtime pay at the rate of one and one-half (1.5) times the rate set out in (ii) above;
 - (v) 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;
 - (vi) 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;
 - (vii) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours’ pay at the basic rate; and
 - (viii) Casual employees shall have access to the grievance and arbitration articles herein only for an alleged breach of this Article.
- (g) The term “Union” shall mean the Canadian Union of Public Employees, Local 2348.
- (h) The term “Employer” shall mean Rainbow Resource Centre, Inc.

1.02

Where the singular is used it may also be deemed to mean plural.

ARTICLE 2 - SCOPE OF RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit certified by the Manitoba Labour Board under Certificate MLB-7181 issued on March 1, 2016, and described as:

All employees of the Rainbow Resource Centre in the Province of Manitoba except those excluded by the Act.

2.02 No Other Agreements

No employees will be required or permitted to make a written or oral agreement with the Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

2.03 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not, on a regular and recurring basis work on any jobs which are exclusively within the scope of the bargaining unit, except in cases mutually agreed upon by the parties. Such agreements may be reached in either oral or written form.

ARTICLE 3 - EMPLOYER RIGHTS

3.01 Subject to the terms of this Agreement, all rights, and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) the right to maintain order, discipline, and efficiency; to make, alter and enforce reasonable rules and regulations to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause;
- (b) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;

- (c) the right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed; the standards of work and service, the schedules of work and of service, the methods, process and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the number of employees needed by the Employer at any time and how many shall work on any job operation; working hours, the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

3.02 Not Discriminatory

In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 4 - UNION SECURITY AND CHECKOFF

- 4.01 As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) calendar days of commencing employment. No employee shall be required to resign if expelled by the Union and provisions of the *Labour Relations Act* of Manitoba shall apply in the case of "conscientious objectors".

4.02 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability which the Employer may incur as a result of such deductions.

- 4.03 Deductions shall be made from each payroll and shall be forwarded to the Canadian Union of Public Employees National Office not later than the fifth day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made, the total regular wages for the pay period, and the amount of such deductions.

4.04 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

- 4.05 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments and such changes shall occur no more frequently than twice per twelve (12) month period.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives and advise of any changes.

- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

- 5.03 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 investigation and to assist in the settlement of grievances.

- 5.04 All correspondence arising out of this Agreement shall pass to and from the Executive Director of the Employer or designate and the National Representative of the Union or designate.

5.05 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

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

5.07 Information Provided

The Employer shall provide contact information of all employees every April and an orientation schedule of newly hired employees to the shop steward as soon as reasonably practicable. The shop steward, or other

Union Representative, shall be given a scheduled fifteen (15) minutes during the orientation to share Union information. If the shop steward or Union Representative is unable to attend the orientation at the scheduled time, the Union will provide the Employer with a written package for each new employee with the Union's contact information.

5.08 Within twenty-one (21) days of a request by the Union, the Employer shall make available to the Union:

- (a) the job title or classification of each employee;
- (b) job descriptions;
- (c) the rate of pay in each classification and any other benefits to which the employees in each classification are entitled under their terms and conditions of employment; and
- (d) the cost to the Employer of all the benefits to which the employees in each classification are entitled under their terms and conditions of employment.

5.09 A binder for the use of the Union will be provided by the Employer. All material put in the binder must be submitted to the immediate supervisor and is subject to approval. Such approval shall be within five (5) days and shall not be unreasonably withheld.

5.10 Copies of Rules and Regulations

Copies of all rules and regulations adopted by the Employer which affect the members of this Union are to:

- (a) be forwarded to the Union;
- (b) be made available to the members of the bargaining unit.

5.11 Union Officers and Committee Members

Employees who are Union officers or committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

ARTICLE 6 - RESPECTFUL WORKPLACE / NO HARASSMENT / NO DISCRIMINATION

6.01 It is agreed that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- gender identity and expression
- physical or mental disability
- health status
- place of residence
- membership or non-membership or activity in the Union
- irrelevant criminal record.

or any other reason contrary to the *Human Rights Code* of Manitoba as it may be amended from time to time.

6.02 The parties recognize and support the Employer's Discrimination and Harassment Statement/Policy and agree that it will not be changed without prior consultation with the Union.

ARTICLE 7 - COMMITTEES

7.01 Labour Management Committee

- (a) The parties hereto agree to a Labour Management Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Centre.
- (b) The Committee shall be composed of equal representation from the Employer and the Union with the total committee not to exceed four (4) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees.

- (c) The Committee shall meet as and when required upon five (5) working days' written notice being given by either party.
- (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in its discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.02 Workplace Safety and Health

- (a) A Safety Committee shall be established to examine all aspects of safety and health measures within the Facility. The Committee shall comply with *The Workplace Safety and Health Act*.
- (b) Employees shall suffer no loss of regular earnings as a result of attending such committee meetings.
- (c) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- (e) Union members of the **Workplace Safety and Health** Committee shall be entitled to fifteen (15) hours per year time off from work with no loss of seniority or earnings to attend educational courses or seminars on workplace safety matters.
- (f) A first aid kit shall be supplied by the Employer to each location.

7.03 Union Bargaining Committee

- (a) A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

- (b) Any representative of the Union or the Bargaining Committee who is in the employ of the Employer shall have the right to attend bargaining committee meetings held within working hours without loss of remuneration. The Employer will continue to pay the employee and will invoice the Union for the lost wages and benefits for the period of the meetings.

7.04 Board Meetings

Employees may attend Board meetings as guests, **and may agree with their supervisor in advance to vary their hours to accommodate the meeting in accordance with 15.01, where operational needs permit.** The Employer will advise the employees of the dates of Board Meetings, and will provide them with a copy of the Agenda. Such notice shall be given to the employees at the same time it is given to Board members. As guests, employees are not entitled to be present when the Board meets *in camera* and can participate in discussions at the discretion of the Chair.

ARTICLE 8 - PROBLEM-SOLVING AND GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 8.02 Prior to the formal grievance procedure set out below, the employee may discuss any potential concern/grievance with the Employer, and attempt to resolve the matter.

An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

8.03 Step 1

Within fifteen (15) working days after the event giving rise to the grievance, or within fifteen (15) working days of the day the employee became aware or should reasonably have become aware of the event that forms the substance of the grievance, the employee shall, with the assistance of the Union Steward if the employee so desires, submit the grievance in writing stating allegations and remedies sought.

The grievor and the Employer shall meet within fifteen (15) working days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the Employer shall render a written decision regarding the dispute within fifteen (15) working days of the meeting.

8.04 Step 2

Failing satisfactory resolution in Step 1, the Union may, within fifteen (15) working days of the Employer's written decision, submit the grievance in writing to the Executive Director (or designate). The Executive Director (or designate) shall meet with the Union and the grievor within fifteen (15) working days of the receipt of the grievance in an attempt to resolve the dispute. The Executive Director or designate shall render a written decision on the outcome of the dispute within fifteen (15) working days of the meeting.

Failing satisfactory resolution to the grievance in Step 2, either party may submit the matter to arbitration in accordance with Article 9.

8.05 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

8.06 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 may be bypassed. However, such grievance shall be filed within fifteen (15) working days of the event giving rise to the grievance or the employee becoming aware of the substance of the grievance.

8.07 **The time limits in both the grievance and arbitration procedures may only be extended by mutual agreement and shall be confirmed in writing.**

ARTICLE 9 - ARBITRATION

9.01 Within fifteen (15) working days after receiving the reply of the Executive Director and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing.

- 9.02 Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:
- (a) **Karine Pelletier**
 - (b) A. Blair Graham, **K.C.**
 - (c) Kris Gibson
- 9.03 The arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 9.04 The Arbitrator shall determine the Arbitrator's own procedure, but shall provide full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute and render a decision within thirty (30) calendar days from the conclusion of the hearing.
- 9.05 The final decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed, except that either party may apply within fifteen (15) working days to have the arbitration reconvened within a further fifteen (15) working days in order to clarify the decision.
- 9.06 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 9.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 9.08 The time limits in both the grievance and arbitration procedures may only be extended by mutual agreement and shall be confirmed in writing.
- 9.09 Notwithstanding article 9.02, where a grievance referred to arbitration relates to Article 6 of the Agreement (Respectful Workplace/No Harassment/No Discrimination), the parties will meet to select an arbitrator from anywhere within Canada with appropriate lived and/or professional experience.**

ARTICLE 10 - DISCIPLINE AND ACCESS TO PERSONNEL FILE

- 10.01 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall

be advised promptly in writing with full disclosure of the reason for such discipline or discharge, with a copy being sent to the Union Representative.

10.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on the employee's own behalf with the assistance of a representative of the Union.

At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to a written warning, and these corrective actions shall be part of the written report.

10.03 If the action referred to in Article 10.02 results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail, **email with receipt acknowledged**, or personal service, with a copy being sent to the Union Representative.

10.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in the employee's personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee, and any reply to any such document shall also be placed in the employee's personnel file. Upon written request, the employee shall also receive an exact copy of any document forming part of the file at the employee's own expense.

10.05 Notwithstanding any of the above, the Employer reserves the right to bypass any step in this process, or suspend an employee with or without pay where there are allegations of a serious nature directly impacting on the work environment or client service. In such cases, the Employer shall investigate the allegations to determine appropriate measures to be taken.

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

10.07 The Employer agrees not to introduce as evidence any derogatory entry in an employee's personnel file at any hearing unless the employee has been made aware of its contents prior to the hearing.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as total accumulated paid hours calculated from the date the employee last entered the service of the Employer and shall include service with the Employer prior to the certification or recognition of the Union.
- 11.02 The Employer agrees to maintain a seniority list showing the hours worked or accrued in accordance with this Article for all employees. Annually, upon written request, an up-to-date seniority list shall be sent to the Union Representative.
- 11.03 In January and June of each year, a comprehensive list including the name, address, personal email address and telephone number of each employee shall be sent to the Union. Employees bear the responsibility for advising the Employer of any changes to their contact information. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 11.04 Seniority will continue to accrue if an employee:
- (a) is on any period of paid sick leave;
 - (b) is on any period of paid vacation;
 - (c) is on any paid bereavement leave;
 - (d) is on any period of Workers' Compensation benefits (up to twenty-four [24] months);
 - (e) is on any period of long term disability (up to twenty-four [24] months);
 - (f) is on any pregnancy or parental leave;
 - (g) is on any compassionate care leave; or
 - (h) is on Union leave pursuant to Article 20.06.
 - (i) is on any period of paid jury duty.
- 11.05 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;
- (c) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer. True inability to communicate with the Employer will be deemed a satisfactory reason;
- (d) is laid off for more than twelve (12) months;
- (e) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (f) fails to communicate with the Employer or report to work as required upon recall from layoff unless such failure to report to work is due to sickness or other just cause acceptable to the Employer and is communicated to the Employer in advance of the scheduled recall date. Laid-off employees engaged in alternate employment and who **are** recalled shall be permitted to give their current Employer up to two (2) weeks' notice of termination to accept the recall; or
- (g) is absent from work for two **(2)** consecutive working days without a written leave of absence, unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered satisfactory reason.

ARTICLE 12 - PROBATION

- 12.01 An employee shall be on probation for the first **seven hundred and twenty-five (725)** hours of actual work. A probationary employee shall not be entitled to grieve a discharge, as long as it was not done in an arbitrary or discriminatory manner. After completion of the probationary period, seniority shall be effective from the original date of employment. Probation may be extended with the agreement of the Union, such agreement not to be unreasonably withheld.
- 12.02 Feedback between the employee and the Employer shall occur throughout the probationary period.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**13.01 Job Postings**

All vacant positions which fall within the scope of this Agreement shall be posted for at least ten (10) working days. Such postings shall state required qualifications, current or anticipated shift, and/or hours of work and wage rate. Such qualifications shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

13.02 Notification to Employee

The name of the successful applicant for any position posted in accordance with this article will be revealed in writing within five (5) working days of the decision by e-mailing it to all employees.

13.03 When filling a vacancy or a newly created position, the following factors shall be considered: skill, qualifications, experience, ability to perform the work, prior performance, attendance record and lived experience where deemed to be applicable by the Employer. Where these factors are relatively equal, the seniority of the applicants shall govern.

13.04 All promotions and voluntary transfers are subject to a six hundred and fifty (650) hour trial period, during or at the conclusion of which the employee may be returned to the previously held position, as soon as operational requirements permit, if in the opinion of the Employer the employee is unsuited to the position tried, or if the employee wishes to revert voluntarily to the former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the former position, wage, or salary rate, without loss of seniority. Trial periods may be extended by mutual consent.

13.05 Employees shall not be eligible to apply for transfer during their probationary period unless the Employer permits such transfer, in its sole discretion. An employee who transfers into a new position while on probation shall begin probation again in the new position as though the employee was a new hire.

ARTICLE 14 - LAYOFFS AND RECALLS**14.01 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce or any permanent reduction of work.

14.02 When reducing staff, employees with the highest seniority shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

14.03 To the extent that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change.

14.04 Advance Notice of Layoff

Where reasonably practicable, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff.

14.05 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

14.06 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and whenever necessary thereafter. It is the responsibility of the employee to keep the address current.

14.07 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address or within seven (7) days of receipt of an email being acknowledged by the person and must be prepared to begin work at a time designated by the Employer subject to the provisions of Article 11.05 (f).

14.08 The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a) if the person did not communicate with the Employer as specified in 14.07 or 11.05 (f); or
- (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

14.09 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that the employee declines employment in a lower classification than held prior to layoff, shall not terminate for failure to report for duty in that instance.

14.10 Recall Procedure

Employees shall be recalled in the order of their seniority provided they possess the qualifications and ability sufficient to perform the required duties.

14.11 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

14.12 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK

15.01 The regular hours of work are to match the operational need, averaging seventy-five (75) hours over a two (2) week cycle. **Employees shall be provided a standard schedule that aligns with the Employer's regular business hours and the operational need for their role. Where an employee and the employee's supervisor agree in advance, such hours may be worked at other times, without the attraction of overtime rates, provided the total hours do not exceed seventy-five (75) over a two (2) week cycle.**

15.02 Full-time employees (other than the Information and Intake Coordinator) shall be entitled to a paid one-half (½) hour meal period daily, and two (2) paid fifteen (15) minute rest periods daily. The Information and Intake Coordinator shall be entitled to a one (1) hour paid meal period daily.

Employees shall be able to take all their breaks at one time for a longer meal period. Additionally, off site work may be allowed by agreement between the Employer and the employee.

15.03 An employee who reports for work as scheduled and who has not been notified in advance of the cancellation of work and finding no work available shall be paid a minimum of three (3) hours pay at straight time, basic rate of pay.

15.04 **Travelling Time**

When an employee is required to travel on Employer business outside the City of Winnipeg, the time of departure and the means of travel shall be determined by mutual agreement between the Employer and the employee, and travel time will be determined as follows:

- (a) **the time, as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon the employee's return, direct back to the employee's residence or work place;**
- (b) **in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which travelling time shall not exceed that which would have been payable under the Employer's original determination; and**
- (c) **travelling time shall include time necessarily spent at each stop-over *en route*, provided such stop-over is not longer than three (3) hours.**

15.05 **Travel Schedules**

When an employee is required to travel on Employer business as set forth in Article 15.04:

- (a) **on a normal working day on which the employee travels but is not required to work, the employee shall receive their regular pay for the day;**
- (b) **on a normal working day on which the employee travels and is also required to work, the employee shall be paid their regular pay for a combined period of travel and work not exceeding their regular scheduled working hours, and at the overtime rate for additional travel time in excess of their regularly scheduled hours of work;**
- (c) **on a day of rest, a general holiday, or a Day of Community Importance on which the employee travels but is not required**

to work, the employee shall be paid at the overtime rate for travelling time, to a maximum of 7.5 hours at the overtime rate (11.25 hours);

- (d) on a day of rest, a general holiday, or a Day of Community Importance on which the employee travels and is required to work, the employee shall be paid at the overtime rate for a combined period of travel and work.**

ARTICLE 16 - OVERTIME

- 16.01 All hours worked beyond seventy-five (75) in a two week cycle shall be considered as overtime. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay per hour for all authorized overtime hours worked, such time to have been authorized in such manner and by such person as may be prescribed by the Employer.**

Payment for overtime worked when circumstances prevent prior authorization shall be subject to a claim and the written reason for the overtime work which shall be completed **by the end of the next working day.**

- 16.02 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of equivalent time off at the overtime rate. Such time off may be banked up to a limit of 37½ hours and must be taken within ninety (90) days of accrual.**

16.03 Camp Programs

Article 15, Article 23.07, and the balance of Article 16 do not apply to Camp Programs.

- (a) Overnight Camp: For employees at camp overnight, the Employer will establish a camp schedule for each employee, inclusive of loading and unloading at Rainbow Resource Centre and travel time between camp and Rainbow Resource Centre. For each calendar day scheduled, employees will be paid 7.5 hours at straight time and will bank 7.5 additional hours at the overtime rate (11.25 hours) to be used within ninety (90) days of accrual.**
- (b) Day Camp: For employees working at the Employer's day camp, the Employer will provide a schedule that may exceed 7.5 hours per day. Any hours scheduled in excess of 7.5 hours**

each day will be banked at the overtime rate to be used within ninety (90) days of accrual. When unforeseen circumstances require an employee to work beyond 7.5 hours in a day, overtime payment will be subject to a claim and a written reason for the overtime work which shall be completed by the end of the next working day.

16.04 No employee shall be required to work overtime against the employee's wishes when other qualified employees within the same classification are available and willing to perform the required work, but if no one is willing, then an available employee may be required to work.

16.05 On Call Transportation

Employees required to return to work on a callback will be paid the current facility rate per kilometer for use of their own vehicle or taxi fare to and from the facility.

ARTICLE 17 - GENERAL HOLIDAYS

17.01 (a) The following are recognized as general holidays for the purposes of this Agreement:

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

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

(b) Employees will not normally be required to work from noon on December 24 to the end of the day January 1 inclusive, and will not suffer a loss of pay as a result. Except in the case of emergency, employees will not be required to work the afternoon of December 24 or the afternoon of December 31.

17.02 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) times the employee's basic rate of pay.

- 17.03 An employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 17.04 If a general holiday falls on a regular day off of an employee or during the employee's annual vacation, the employee shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 17.05 If a general holiday falls on a day on which an employee is receiving sick leave benefits, the employee shall be paid for the holiday and such pay shall not be deducted from sick leave credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, the employee shall be paid from sick leave credits for that day at the employee's basic rate of pay. When an employee has exhausted sick leave credits and is still unable to work, the employee shall receive holiday pay only if the employee meets the requirements of Article 17.06 (a).
- 17.06 In order to qualify for a holiday or for holiday pay, the employee must have:
- (a) worked the employee's first scheduled workday before and the day after the holiday, unless ill or on excused absence due to accident or other reason; and
 - (b) reported to work on the holiday if called to work by the Employer except where the employee is ill, dismissed or laid off.
- 17.07 An employee desiring to observe recognized religious, ethnic, spiritual or cultural holidays may substitute such religious, ethnic, spiritual or cultural holiday for any of the above-mentioned paid holidays upon approval of the Employer.
- 17.08 Part-time employees will be paid five percent (5%) of their basic pay for the average hours of the previous four (4) week period immediately before the general holiday in lieu of time off on general holidays.

17.09 Where any of the above specified holidays falls on a Saturday or Sunday the first workday(s) following the holiday shall be observed as a holiday, unless otherwise mutually agreed by the Employer and employee.

17.10 The following are recognized as days of community importance in the 2SLGBTQ+ communities:

- **The Day of Winnipeg Pride Parade, the calendar day immediately prior, and the calendar day immediately following**
- Transgender Day of Remembrance

Maintaining Centre operations in order to facilitate programs, events, or commemorations of these days, and attending or facilitating programs, events, or commemorations of these days is critical to the work of the Centre.

17.11 Employees regularly scheduled to be at work on a day of community importance shall be able to take that day off without loss of pay **if not required by the employer to work**. Employees required to work on a day of community importance will be paid at overtime rates for all hours worked on that day, and shall not suffer a loss of pay with respect to any other hours they would otherwise have worked that day.

17.12 If a day of community importance falls on a regular day off of an employee, during the employee's annual vacation, on a leave of absence for any reason, or on a day on which the employee is receiving sick leave benefits, no additional benefits will accrue.

17.13 In order to qualify for a day of community importance being time off without loss of pay or entitlement to overtime pay pursuant to 17.11 the employee must have:

- (a) worked the employee's first scheduled work day before and after the day of community importance, unless absent due to illness;
- (b) reported to work on the day if called to work by the Employer except where the employee is ill.

ARTICLE 18 - VACATIONS

18.01 The vacation year shall be from the first day of April in the one year to the 31st day of March in the next year.

- 18.02 Annual vacation shall be earned as shown below:
- (a) Fifteen (15) days in the first and second years of service (accrued at the rate of 1.25 days per month);
 - (b) Twenty (20) days in the third, fourth, fifth and sixth years of service (accrued at the rate of 1.67 days per month); and
 - (c) Twenty-five (25) days in the seventh and subsequent years of service (accrued at the rate of 2.09 days per month).
- 18.03 Vacation entitlement for an employee who has completed less than one (1) year of continuous employment as of March 31st shall be determined by a pro-rata calculation based upon the above entitlement and the regular hours worked to March 31st.
- 18.04 Part-time employees shall earn vacation pay on a pro-rata basis. Actual vacation entitlement will be based on years of service.
- 18.05 The Employer will post a projected vacation entitlement list no later than **December 1st**. Employees **may** indicate in writing their preferences as to vacation dates within thirty (30) calendar days of the posting of the projected entitlement list. Priority in the selection of dates shall be given to employees having the most seniority. An employee who fails to indicate a choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time where other employees have indicated their preference. **Any vacation time not taken or scheduled by September 30 must be scheduled by November 1 to be taken by the end of the vacation year.** The vacation schedule is not to be altered except with the written approval of the Employer.
- 18.06 Vacation will be scheduled in continuous one (1) week periods, **with the exception of five days per year which may be taken as single days.** The maximum number of continuous one (1) week periods of vacation time shall not exceed two (2) unless otherwise mutually agreed between the employee and the Employer.
- 18.07 Vacation Pay on Termination
- Upon termination of employment, an employee shall be paid any accrued vacation pay owing.
- 18.08 An employee may not carry forward unused vacation unless actually agreed upon between the Employer and the employee.

- 18.09 Where an employee qualifies for sick leave, general holiday pay, bereavement leave, or jury leave during or prior to the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option and with the approval of the Employer.

For the purpose of this article, documentation of illness for any period of time must be provided if requested.

ARTICLE 19 - SICK LEAVE

19.01 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, subject to an employee's duty to participate in reasonable accommodation.

- 19.02 Employees are required to make medical or dental appointments outside of working hours. Where this is not possible due to specialist appointments or regularly scheduled day shifts, the employee may access accumulated sick leave provided the employee informs the employee's supervisor immediately upon learning of the appointment.

- 19.03 Sick leave credits shall be earned by full-time employees at the rate of one and one-quarter (1¼) day for each and every month an employee is employed to a maximum of sixty (60) days. Part-time employees will be prorated. Employees on probation shall be entitled to use sick time as accrued.

- 19.04 An employee who will be absent from work in accordance with Article 19.01 shall be responsible to give direct notice to the supervisor as soon as possible.

- 19.05 An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency or when the surgery date has been moved up.

- 19.06 The Employer reserves the right to require a medical examination and/or medical certificate as proof of the employee's illness, fitness to return to work, to determine the approximate length of illness, or in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer to question the validity of the absence. Failure to

provide such a certificate when requested will disqualify an employee from sick leave benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. The Employer will reimburse an employee for the cost of a medical certificate provided at the Employer's request up to fifty (\$50) dollars per certificate.

- 19.07 In the second payroll of April in each year employees will receive written confirmation of sick time accrued.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 General Leave

Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible.

20.02 Bereavement Leave

An employee who has been employed for at least thirty (30) days may take up to six (6) days of paid bereavement leave on the death of:

Any person whom the employee considers being like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship. Such leave is to be taken within eighteen (18) months of the person's death. Additional unpaid time may be granted upon request, where operational requirements allow.

Up to one (1) time per calendar year, an employee may take one (1) day's leave without loss of pay or benefits, in the case of the death of the employee's pet.

- 20.03 Any employee who is on an unpaid leave of absence shall be entitled to full benefit coverage as per Article 23 provided that they are willing to pay the full costs of such benefits.

20.04 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to twenty-eight (28) weeks subject to the following conditions:

- (a) An employee must have completed ninety (90) 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) pay period 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 twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) 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 any person whom the employee considers being like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (g) An employee may end the compassionate leave earlier than twenty-eight (28) 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.

20.05 Leave of Absence for Union Functions

Upon agreement of the Employer, an employee elected or appointed to represent the Union at conventions, committees or seminars shall be allowed leave of absence, providing two (2) weeks' notice has been given. The Employer will continue to pay the employee and will invoice the Union for the lost wages and benefits for the period of the Union leave.

20.06 Leave of Absence for Full-time Union Duties

An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed once for an additional year, to a maximum of two (2) years' total leave.

20.07 Interpersonal Violence Leave

- (a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of interpersonal violence as defined in *The Employment Standards Code* or who has a dependent who is a victim of interpersonal violence as referred to in *The Employment Standards Code* is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
 - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - (ii) leave of up to seventeen (17) weeks to be taken in one (1) continuous period.

"Dependent" means a child of the employee, a child of the employee's spouse or common-law partner, any person under 18 years of age who is under the care and control of the employee, any person who is 18 years of age or older, and who, because of illness, disability or any other reason, is under the day-to-day care

and control of the employee, and any other person prescribed by *The Employment Standards Regulations*.

- (b) Interpersonal violence leave may be taken for one (1) or more of the following purposes as they relate to the employee or the employee's dependent:
 - (i) to seek medical attention for a physical or psychological injury or disability caused by the interpersonal violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;
 - (vi) any other purpose prescribed in the *Employment Standards Code or Regulations*.
- (c) Up to five (5) days of leave taken under this Article in a fifty-two (52) week period is paid leave, provided that when giving notice, the employee notifies the Employer which days are to be paid leave. The remainder of any such leave shall be unpaid, but the employee may use accrued sick leave to fund up to an additional five (5) days.
- (d) Leave under this section shall be taken in full days only.
- (e) An employee who wishes to take a leave under this section must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
- (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

Eligible employees may take interpersonal violence leave in accordance with *The Employment Standards Code*.

20.08 Jury Duty

Any employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

20.09 Pregnancy Leave

- (a) An employee who has been employed for at least seven (7) months shall be granted a pregnancy leave of absence without pay. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless the employee wishes to take parental leave immediately following pregnancy leave.
- (b) Where an employee intends to return to active employment immediately following pregnancy leave the employee must give the Employer a minimum of two (2) weeks' notice in advance of the day the employee intends to return to work.
- (c) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating the length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating the length of time requested.

20.10 Parental Leave

(a) Entitlements

Every employee

- (i) who,
 - (A) becomes the parent or guardian of a child; or
 - (B) is the parent of a child and assumes actual care and custody of the child; and
- (ii) who has been employed for at least seven (7) months; and

- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to thirty-seven (37) weeks in the case of standard parental leave or sixty-three (63) weeks in the case of extended parental leave.

(b) Commencement of Leave

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

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

(c) Reinstatement of Employee

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

20.11 Two (2) days of leave without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

20.12 Return to the Same Position

All employees granted leave of absence as noted in Articles 20.02, 20.04, 20.07 and 20.08 shall return to the same or comparable position they occupied at the start of the leave at the required rate of pay if such a position exists or unless the employee's employment is terminated or the employee is laid off for reasons unrelated to the leave.

20.13 Family Leave

An employee who has been employed for at least thirty (30) days may take up to five (5) days of unpaid family leave each year, but only to the extent that the leave is necessary for the employee to meet family responsibilities in relation to:

- (i) any person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship; or
- (ii) taking their pet to the veterinarian in an emergency situation.

An employee wishing to take family leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee who has accrued sick leave credits, may use such sick leave credits to fund all or part of the family leave.

ARTICLE 21 - EDUCATION AND TRAINING

21.01 When an employee attends a conference or workshop at the Employer's request, the Employer shall pay all reasonable costs. The Employer may, at its discretion, fund all or part of the cost of educational activities proposed by an employee.

ARTICLE 22 - JOB DESCRIPTIONS AND CLASSIFICATION/RECLASSIFICATION

22.01 Job descriptions will be prepared, maintained and amended from time to time by the Employer after consultation with the Union, and up-to-date job descriptions shall be provided to the Union upon request. Existing classifications shall not be eliminated or changed without prior consultation with the Union and employee(s) affected.

- 22.02 When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 22.03 Each of the job classifications outlined in Schedule A shall be reviewed at least once every five years. **The Employer shall consult with the Union on timing, as well as changes to process, if any, prior to commencing any review.** Should a review demonstrate that the wage for the classification is below range for comparable roles at comparable workplaces, the Employer and Union will negotiate an adjustment to the wage of the respective classification, which will be effective on the first day of the first pay period in December following the completion of the review. **Regardless of the outcome of the review, the wage of the respective classification shall not be reduced as a result of this process.**

ARTICLE 23 - PAYMENT OF WAGES AND BENEFITS

- 23.01 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of wages.
- 23.02 An employee being promoted will be paid at the first step on the scale for the new position which provides an increase over the employee's present wage rate.
- 23.03 At the Employer's sole discretion new hires may be placed at a step on the wage scale reflective of their relevant experience, education or training elsewhere. The Employer will provide the Union with its rationale for placing an employee on the wage scale in accordance with this paragraph. Such a rationale shall be provided in writing.
- 23.04 Benefit Plan
- The Employer will participate in the Chamber of Commerce Group Insurance Plan, number 37559, or a different but similar plan, and it will be offered on the basis of an Employer contribution of fifty percent (50%) per month with the remainder of the premium cost to be borne by the employees. **An additional \$1,500 will be made available to each**

employee in the form of a Health Spending Account, administered by the Group Insurance Plan provider, with the benefit and administration costs borne by the employer. All employees in the bargaining unit working twenty (20) hours per week or more will participate in the plan as a condition of employment. Employees will be registered in the plans after ninety (90) days of employment. **Participating employees who leave employment with the Employer and return to the Employer in the same or equivalent role within twelve (12) months, and who otherwise meet eligibility requirements will have any waiting period waived and will be immediately re-enrolled.** Employees covered by another plan may opt-out of extended health and dental benefits.

23.05 Payment on Temporary Transfer to Lower Rated Job

- (a) When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced. Any such temporary assignment shall not exceed six (6) months' duration.
- (b) When an employee voluntarily works a shift in a lower paid classification, the employee will continue to receive their current/higher rate of pay for all hours worked in that position.

23.06 Mileage

Where an employee is required and authorized to use the employee's privately owned vehicle on the Employer's business, the employee shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates.

23.07 On Call

Employees required to be on-call shall receive one (1) hour's basic pay for each shift of on-call duty. Employees called during an on-call shift shall be paid for all hours actually worked in excess of one (1) hour.

23.08 Per Diem Travel Expense Allowance

When an employee is required to travel on Employer business as set forth in article 15.05, the employee shall be a daily allowance to provide for meals and incidental expenses. Allowances shall be paid for each day on which the employee is scheduled to work or travel. Where the employee is working a partial day or meals are otherwise provided, the allowance shall be reduced accordingly.

23.09 Cost of Living Increases

Wages and *per diem* travel expenses will increase to match the change in the Consumer Price Index from the previous calendar year (except where the change is less than one (1%) percent). Should the Manitoba Consumer Price Index fall below one (1%) percent, wages and allowances shall increase by one (1%) percent.

Within 30 days of the Manitoba Bureau of Statistics publication of the Manitoba Consumer Price Index for the previous calendar year, the Employer will provide the Union with a copy of the Manitoba Consumer Price Index Report, and the updated wages and travel allowances will take effect on the first day of the first pay period commencing in December of each year.

23.10 Retirement Savings

Employees who chose to contribute to an RRSP through payroll deduction will receive a matching contribution from the Employer, the total matching amount not to exceed four (4) per cent of wages.

ARTICLE 24 - TERMINATION OF EMPLOYMENT

24.01 Employment may be terminated by an employee by giving two (2) weeks' written notice.

24.02 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee, or
- (b) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

24.03 The Employer will make available, within ten (10) working days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 25 - GENERAL

25.01 The Employer agrees that all compensation for speaking engagements, which are done on behalf of the Employer, will be directed to the Employer or the Executive Director as the principal representative of the Employer.

25.02 Security

The Employer agrees to ensure that reasonable arrangements are made to provide for the security and safety of all employees while at work.

25.03 Workers' Compensation Board ("WCB") Coverage

The Employer agrees to provide Workers' Compensation coverage to all employees covered by the Collective Agreement.

25.04 Employees shall be entitled to utilize accumulated sick leave credits during any period prior to the adjudication of their compensation claim. Upon allowance of the claim, the sick leave credits will be reimbursed to the employee's credit.

ARTICLE 26 - TERM OF AGREEMENT

- 26.01 (a) This Agreement shall be in full force and effect from December 9, **2023** to December 8, **2027**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give to the Employer at least two (2) weeks' (fourteen [14] calendar days) written notice as to the time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks' (fourteen [14] calendar days) written notice as to the time and date of lockout action.

26.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.

26.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, serve notice of their intent to the other party.

- 26.04 Within twenty (20) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to **conclude** a revision or new agreement.

ARTICLE 27 - OVERPAYMENTS

- 27.01 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or by the employee or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, provided:

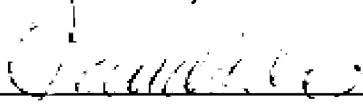
- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

- 27.02 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Dated this 13th day of December, 2024.

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










CC/jca/cope 491
December 12, 2024

**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

SCHEDULE "A"**Rainbow Resource Centre, Inc.****RE: WAGES**

As set forth in articles 23.01 and 23.10, wages will be paid as follows:

Wages effective the first day of the first full pay period in December, 2023 (CPI of 7.9% in 2022)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Coordinator	\$22.363	\$22.811	\$23.267	\$23.732	\$24.207	\$24.691	\$25.185
Counsellor	\$25.833	\$26.350	\$26.877	\$27.415	\$27.963	\$28.522	\$29.093
Manager	\$26.975	\$27.515	\$28.065	\$28.626	\$29.199	\$29.783	\$30.378

Wages effective the first day of the first full pay period in December, 2024 (CPI of 3.5% in 2023)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Coordinator	\$23.146	\$23.609	\$24.081	\$24.563	\$25.054	\$25.555	\$26.066
Counsellor	\$26.738	\$27.272	\$27.818	\$28.374	\$28.942	\$29.520	\$30.111
Manager	\$27.919	\$28.478	\$29.047	\$29.628	\$30.221	\$30.825	\$31.441

Wages effective the first day of the first full pay period in December, 2025 (To be determined after CPI is reported)

Wages effective the first day of the first full pay period in December, 2026 (To be determined after CPI is reported)

Other notes on wages:

- **Wages will be paid retroactively to individuals employed in the bargaining unit at the time of the ratification.**
- **Employees move from one step to the next after 1950 paid hours, excluding overtime**
- **Employees who have a rate that is above the salary scale will be red- circled.**

SCHEDULE "B"***Rainbow Resource Centre, Inc.*****RE: PER DIEM TRAVEL EXPENSE ALLOWANCE**

As set forth in article 23.08, *per diem* rates for travel will be paid as follows:**Per Diem Travel Expense Allowance effective the first day of the first full pay period in December 2023:**

- **Full Day** **\$105**
 - **Breakfast:** **\$20**
 - **Lunch:** **\$25**
 - **Dinner:** **\$40**
 - **Incidental Allowance:** **\$20**

Per Diem Travel Expense Allowance effective the first day of the first full pay period in December 2024:

- **Full Day** **\$108.68**
 - **Breakfast:** **\$20.70**
 - **Lunch:** **\$25.88**
 - **Dinner:** **\$41.40**
 - **Incidental Allowance:** **\$20.70**

Per Diem Travel Expense Allowance effective the first day of the first full pay period in December 2025.***(To be determined after CPI is reported)*****Per Diem Travel Expense Allowance effective the first day of the first full pay period in December 2026.*****(To be determined after CPI is reported)***

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

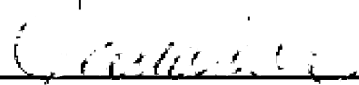
Rainbow Resource Centre, Inc.

RE: DAYS OF COMMUNITY IMPORTANCE

If any of the Days of Community Importance listed in Article 17.10 are recognized as a General Holiday under 17.01(a), those day(s) shall be removed from Article 17.10 and added to Article 17.01(a).

Dated this 13th day of Decemer, 2024.

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










**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

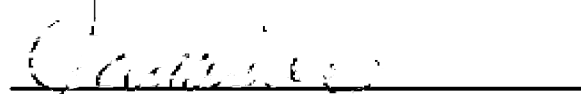
Rainbow Resource Centre, Inc.

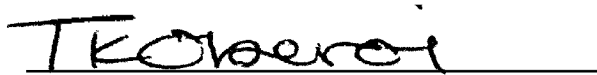
RE: FUNDING

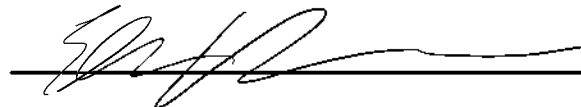
In the event, changes are made to the government funding model with respect to wages, benefits, or additional funding not directed for a particular purpose, the Union and the Employer will meet to discuss the impact on total compensation. Any increases shall be retroactive to the date the funding is implemented.

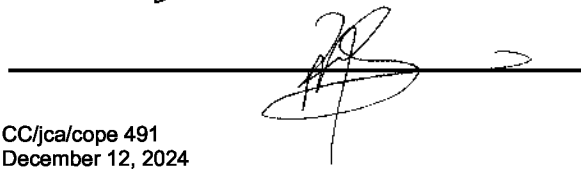
Dated this 13th day of December, 2024.

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











**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Rainbow Resource Centre, Inc.

RE: ADVOCACY

The Employer and Union recognize and support the Employer's 'strategic plan' and 'ways of working' and acknowledge that the implementation of these frameworks remains emergent and ongoing.

The parties recognize that the addition of 'advocacy' in the strategic plan was a significant, positive change in the parties' shared understanding of the Employer's mandate and future direction and acknowledge that the work to implement this this pillar is ongoing.

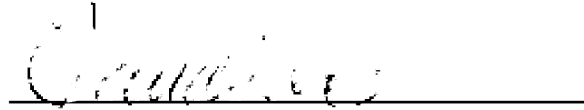
The Employer agrees to make reasonable efforts to:

- (a) communicate the definition, intended outcomes, and limitations of the 'advocacy' pillar of the Employer's mandate and Strategic Plan;**
- (b) provide clarity on how decisions regarding 'advocacy' are made, and how and when employees can inform and participate in the decision-making process; and**
- (c) develop policy and/or procedure regarding the role of employees in 'advocacy'.**

The parties acknowledge that matters relating to 'advocacy' have previously been raised at the Labour Management Committee and agree that future discussions regarding this Letter of Understanding may properly be brought for discussion at the Labour Management Committee over the course of this Agreement.

Dated this 13th day of December, 2024.

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



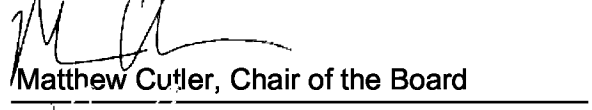






CC/jca/cope 491
December 12, 2024

**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the Board


Noreen Mian, Executive Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Rainbow Resource Centre, Inc.

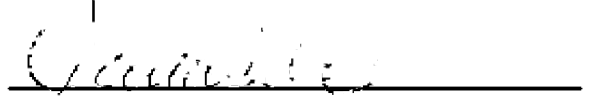
RE: TRUTH AND RECONCILIATION, COLLECTIVE AGREEMENT LANGUAGE


The Employer and Union acknowledge that the Agreement does not incorporate specific supports for Indigenous employees, such as Elder participation in grievance processes, time off for Indigenous cultural practices, or leave for participation in public duties with regard to Indigenous self-governance. The parties further agree that any such changes to the Agreement should involve meaningful consultation with Indigenous employees.

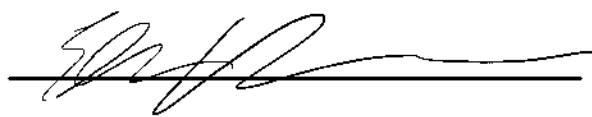
The Employer and Union will invite Indigenous staff to participate in a review of sample language from the Truth and Reconciliation – CUPE Taking Action through Collective Bargaining Guide (published in March 2022, or a new version if available) to inform future changes to the Agreement. In discussions arising from this review, the Employer and the Union will participate, and an Elder will be invited to attend and provide guidance to the participants. Participation in this review and any discussions arising from it, will be optional for Indigenous employees who will be invited to participate to the extent they are comfortable, but will not be required to participate.

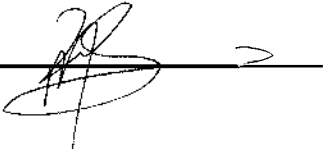
Dated this 13th day of December, 2024.

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











**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Rainbow Resource Centre, Inc.

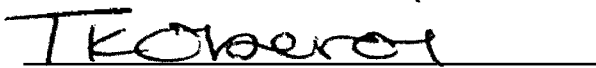
RE: ARBITRATORS

The Employer and the Union agree that the current list of arbitrators on Art. 9.02 doesn't sufficiently reflect our shared values of diversity and lived experience; should additional arbitrators with appropriate lived and/or professional experience become available, gain experience and/or have sufficient mentorship, the Union and the Employer will meet to discuss their addition to the rotation list on Article 9.02. The Employer and Union commit to system level advocacy regarding diversifying labour arbitrators in Manitoba.

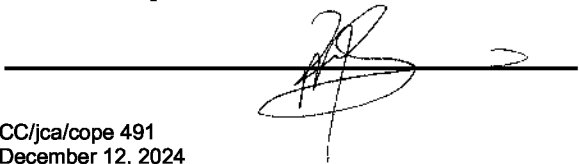
Dated this 13th day of December, 2024.

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











**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

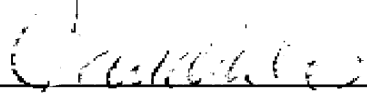
Rainbow Resource Centre, Inc.

RE: ARTICLE 23.04

The amendments to article 23.04 will come into effect January 1, 2025.

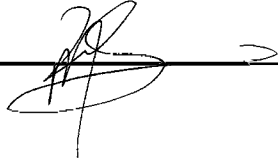
Dated this 13th day of December, 2024.

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











**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and


Rainbow Resource Centre, Inc.


RE: PENSION


The parties agree to engage in discussions regarding Retirement Savings, and to consider the cost, benefits, and administrative steps required to implement a Pension Plan. The parties will meet at any time during the duration of this Collective Agreement to explore the possibility of this option.

Dated this 13th day of December, 2024.

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

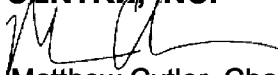









**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Rainbow Resource Centre, Inc.

RE: JOB CLASSIFICATION REVIEW

The parties intend to pursue the implementation of 22.03 in a spirit of collaboration. Implementation will be completed in two phases:

Phase 1: Policy and Process Development (Completed by June 30, 2025)

The parties will establish a committee of no more than six individuals: up to three representatives of the Employer, and up to three representatives of the Union. The committee will be tasked with reviewing options and approaches to a compensation review policy/process and will seek agreement on the policy/process to be adopted. The parties will make reasonable efforts to reach agreement on policy/process by June 30, 2025, however if an agreement is not reached by that date, the Employer shall establish the policy/process unilaterally. Once agreement is reached, or on June 30, 2025 (whichever happens first), the committee established for this purpose will be disbanded.

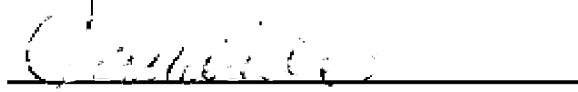
Phase 2: Initial Review of Existing Classifications (Completed November 30, 2026)

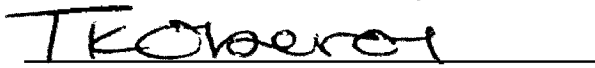
The Employer will expedite the reviews of the three classifications in Schedule A in accordance with the policy and process established in Phase 1, and on the following schedule:

- o **Counsellor to be completed by November 30, 2025**
- o **Coordinator to be completed by June 30, 2026**
- o **Manager to be completed by November 30, 2026**

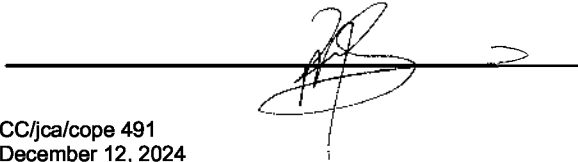
Dated this 13th day of December, 2024.

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



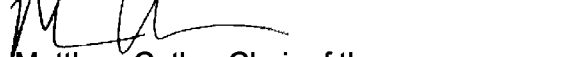







CC/jca/cope 491
December 12, 2024

**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Rainbow Resource Centre, Inc.

RE: SICK/FAMILY CAREGIVER BENEFITS TOP UP

The Employer will top up EI sick benefits for all eligible employees who have been employed for at least seven (7) months to 95% of regular pay for up to twelve (12) weeks. Employees must apply for and be in receipt of EI benefits to receive these payments, other than the EI waiting period, which will be covered by the top up.

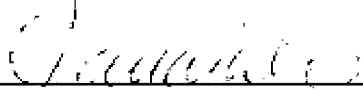
The Employer will seek to register a SUB plan for employees who have been employed for at least seven (7) months with Service Canada with respect to employees in receipt of EI sick benefits.


The Employer will top up EI Family Caregiver benefits for all eligible employees who have been employed for at least seven (7) months to 95% of regular pay for up to four (4) weeks. Employees must apply for and be in receipt of EI benefits to receive these payments, other than the EI waiting period, which will be covered by the top up.

An employee who can demonstrate that they have applied for EI sick benefits or Family Caregiver Leave may use their accrued vacation or sick leave to cover any waiting period or adjudication period. If a claim is accepted with respect to that period of time, and the employee receives EI benefits with respect to a period of time for which accrued sick leave or vacation was used, the sick leave and/or vacation taken will be credited back to the employee's sick leave or vacation bank, and any overpayments shall be returned to the Employer.

Dated this 13th day of December, 2024.

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










CC/jca/cope 491
December 12, 2024

**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**


Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

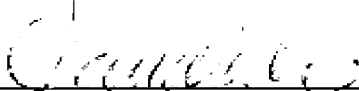
Rainbow Resource Centre, Inc.


RE: CAMP AURORA


The amendments to article 16.03 will be retroactive to include the 2024 Camp season.

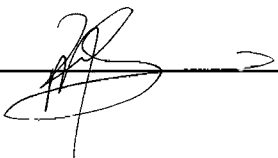
Dated this 13th day of December, 2024.

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




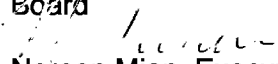






**ON BEHALF OF:
RAINBOW RESOURCE
CENTRE, INC.**



Matthew Cutler, Chair of the
Board


Noreen Mian, Executive
Director

