

Collective Agreement

- between -

CUPE / Canadian Union
of Public Employees
Local 2348

- and -



Manitoba Interfaith Immigration Council Inc.
("MIIC")

**Term of Agreement:
April 1, 2025 to March 31, 2028**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - NO DISCRIMINATION.....	4
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS.....	6
ARTICLE 6 - CHECKOFF OF UNION DUES.....	6
ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES.....	7
ARTICLE 8 - CORRESPONDENCE	8
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE	8
ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS.....	9
ARTICLE 11 - RESOLUTION AND REPORTS OF THE BOARD	9
ARTICLE 12 - GRIEVANCE PROCEDURE	10
ARTICLE 13 - ARBITRATION PROCEDURE.....	12
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISMISSAL.....	13
ARTICLE 15 - SENIORITY.....	14
ARTICLE 16 - PROMOTIONS AND STAFF CHANGES.....	16
ARTICLE 17 - LAYOFFS AND RECALL	17
ARTICLE 18 - HOURS OF WORK.....	19
ARTICLE 19 - OVERTIME	19
ARTICLE 20 - HOLIDAYS.....	20
ARTICLE 21 - VACATIONS	21
ARTICLE 22 - SICK LEAVE	22
ARTICLE 23 - LEAVE OF ABSENCE	24
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES	30
ARTICLE 25 - JOB CLASSIFICATION/RECLASSIFICATION	32
ARTICLE 26 - EMPLOYEE BENEFITS.....	33
ARTICLE 27 - PRESENT CONDITIONS TO CONTINUE.....	33
ARTICLE 28 - TERMINATIONS.....	34
ARTICLE 29 - TERM OF AGREEMENT	34
ARTICLE 30 - GENERAL.....	35
ARTICLE 31 - TECHNOLOGICAL CHANGE	36
ARTICLE 32 - OMISSIONS IN AGREEMENT	37
ARTICLE 33 - ACCOMMODATION OF EMPLOYEES	37
ARTICLE 34 - EDUCATIONAL SUPPORT COMMITTEE.....	38
SCHEDULE "A"	40
WAGE SCALE	40
LETTER OF UNDERSTANDING	44
RE: INTERPERSONAL VIOLENCE	44
APPENDIX "I".....	45

between:

Canadian Union of Public Employees, Local 2348
(hereinafter called the "Union");

and

Manitoba Interfaith Immigration Council Inc.
("MIIC")
(hereinafter called the "Employer").

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service and any other matters governed by this Agreement.
- (c) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 Definitions

An "employee" is a person employed by the Employer and covered by this Agreement.

A "full-time employee" is one who regularly and recurrently works a **minimum of seventy (70) hours biweekly.**

A "part-time employee" is one who regularly and recurrently works fewer than seventy (70) hours biweekly.

A "**term employee**" is one who works full-time or part-time, **for the completion of a particular project, or until the occurrence of a specified event. The period of temporary employment shall not exceed six (6) consecutive calendar months, except:**

- i. **Where required, such as in the case of replacing an employee who is absent due to sick leave, maternity, parental, or other protected leaves under applicable employment standards legislation; or**
- ii. **Beyond six (6) months as mutually agreed to by the Employer and the Union.**

Term employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions after six (6) months' employment, **regardless of the reason for the term.** The start date of the first continuous temporary assignment will be used as the start date of employment for these purposes.

A "casual employee" is a **person** who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage or perform duties requiring an irregular schedule **or to perform duties on an urgent basis for a period not to exceed four (4) weeks.**

The term "Union" shall mean the Canadian Union of Public Employees and its Local 2348.

The term "Employer" shall mean Manitoba Interfaith Immigration Council Inc.

- 1.04 Both parties agree in principle that equal pay shall be granted for work of equal value, and that this principle shall be recognized to be implicit in the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.
- 2.02 The Employer shall exercise its right to direct the working force reasonably and in good faith. This right shall not be used in a manner which would deprive present employees of their employment, except through just cause.

2.03 All employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that rules, policies, regulations, directives and orders are not inconsistent with the provisions of this Agreement or Provincial or Federal statutes or laws.

As a condition of employment all employees are required to read and indicate by signing that they have read the Employer's Harassment Prevention and Code of Conduct policies if, as and when they are revised or amended.

The Employer will provide sight translation of these policies in a language understood by the employee, where sight translation is available through another Agency employee.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as the sole and exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. 5034, issued on the 29th day of April, 1994, and/ or listed in Schedule "A".

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.

3.03 This Agreement is fully applicable to all casual, part-time and temporary employees on a pro rata basis based on actual hours worked.

3.04 Management personnel will not, on a regular and recurring basis, assume duties that are normally performed by bargaining unit employees, but such management personnel, may, from time-to-time, perform the following duties:

- (a) is of a confidential clerical nature as it pertains to the Employer.
- (b) is for the purpose of instruction, experimentation, demonstration, investigation, where there exists a vacant but unfilled position, replacement of an employee absent from their job during the day where no other employee in that classification is present and available to perform the duties or coping with an emergency. An emergency shall include urgent work resulting from additional

volume where employees are not able to perform said additional work during a regular workday.

- (c) is to overcome operational difficulties caused by the absence or training of one or more employees.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination practiced as defined in the *Human Rights Code* of Manitoba and further the Employer and the Union agree that there shall be no discrimination, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge by reason of race, ethnicity, national origin, political affiliation or activity, source of income, sexual orientation, sex, including pregnancy, gender, family status, parental status, place of residence, physical or mental disability, age, physical appearance, social disadvantage, non-violent criminal record, nor by reason of the employee's membership or activity in the Union unless permitted by the Code.

4.02 No Harassment

The Employer and the Union jointly affirm the workplace must be free of all forms of harassment against all persons including clients, staff and volunteers. The Employer shall enforce a respectful workplace policy that addresses objectionable behaviour of all individuals related to the Employer, whether or not it occurs at the workplace. Where the Employer deems it necessary, the employees including managers and administration shall receive respectful workplace training.

- (a) Harassment based upon characteristics listed in 4.01 shall be prohibited as per the Manitoba *Human Rights Code*.
- (b) Harassment, as defined in the Manitoba *Workplace Safety and Health Act*, shall also be prohibited.
 - (i) any vexatious behaviour in the form of hostile, inappropriate and unwanted conduct, verbal comments, actions or gestures that affects a worker's dignity or psychological or physical integrity and that results in a harmful workplace for the worker, or
 - (ii) the improper use of the power or authority inherent in a person's position to endanger a worker's job, undermine the worker's job performance, threaten the economic livelihood

of the worker or negatively interfere in any other way with the worker's career;

- (c) Sexual harassment is a form of harassment defined as:
- (i) unwanted sexual attention of a persistent or abusive nature; or
 - (ii) an implied or expressed promise of reward for complying with a sexually-oriented request; or
 - (iii) an implied or expressed statement that compliance with a sexually-oriented request is expected in order to maintain existing benefits; or
 - (iv) an implied or expressed threat or reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually-oriented request; or
 - (v) sexually-oriented behaviour, language and printed matter (including but not limited to jokes, anecdotes and pictures) of a persistent and unwelcome nature which create a negative, psychological and emotional environment for work.
- (d) Racial discrimination is a form of harassment defined as:
- (i) differential treatment of an individual because of race, colour, nationality or ethnic origin; or
 - (ii) an action or policy which has an adverse impact on an individual because of their race, colour, nationality or ethnic origin; or
 - (iii) use of stereotyped images or language (including jokes and anecdotes) which suggest that all or most members of a racial or ethnic group are the same, thereby denying their individuality as persons, when such conduct has the purpose of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- (e) It is both the right and the responsibility of any employee who believes that they have been subjected to harassment as defined above to immediately report such concerns to the Employer. The Employer shall undertake to investigate all alleged occurrences expeditiously in accordance with the Respectful Workplace Policy.

- (f) All information, documented or otherwise, pertaining to complaints of harassment and the investigation shall be dealt with in strict confidence and as expeditiously as possible.
- (g) In cases of harassment, the individual has the right to request, through the Executive Director, to discontinue contact with the alleged harasser without any penalty, pending the determination of the investigation under this Article. In cases where harassment may result in the transfer of an individual, where possible it shall be the alleged harasser who is transferred.
- (h) Any employee who, as a result of a full investigation is determined to be in violation of this Article may be subject to disciplinary action up to and including termination.
- (i) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a valid harassment complaint.
- (j) In order to safeguard employees against the effects of unfounded or malicious allegations of harassment, false and/or vindictive complaints may be grounds for disciplinary action up to and including termination.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS

- 5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall become members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new in-scope employees shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and the provisions of the *Labour Relations Act* of the Province of Manitoba shall apply in the case of "conscientious objectors".

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, or assessment 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.

6.02 Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

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

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new in-scope 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 Checkoff.

7.02 Copies of Agreement

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

7.03 Interviewing Opportunity

A Shop Steward shall be given an opportunity to interview each new in-scope employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

7.04 The Employer shall permit up to one (1) meeting per month for Union business during work hours. The first hour shall be in place of a lunch break and up to one (1) additional hour may be provided, at the expense of the Employer, subject to the approval of the Employer to avoid disruption to operations.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties concerning the Collective Agreement shall be copied to the designated steward and the National Representative.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall enjoy the full support of both parties in the interest of maximum service to the clients, and in the maintaining of harmonious relations. It is agreed that, where necessary, the Employer's representatives and/or the Union's representatives may have a consultant present at the meetings to address issues as they arise. Such consultant(s) will not be a member of the Committee and is there solely to provide advice. If either party desires to have a consultant present, they shall provide the other side with a minimum of seven (7) days advance notice. Any cost associated with the attendance of a consultant, shall be borne by the party seeking the consultant's attendance.

9.02 Jurisdiction of Committee

The intent of the Labour Management Committee is to encourage dialogue between the parties as it pertains to operational matters and employee concerns. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The implementation of any policy is subject to the approval of the out-of-scope management of MIIC.

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

Labour Management Committee meetings will occur on an as-needed basis. The party requesting the meeting shall endeavor to provide two (2) weeks' notice, or lesser notice with mutual agreement. Minutes will be recorded and be mutually agreed and published to attendees.

9.03 Chairperson of the Meeting

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

9.04 Health and Safety Committee

The parties will jointly meet to resolve health and safety concerns as outlined in the *Workplace Safety and Health Act* of Manitoba.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Union Negotiating Committee

Three (3) employees shall be allowed to attend meetings with the Employer for the purpose of contract negotiations without loss of remuneration. The Union will advise the Employer of the members of its negotiating committee.

10.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/ Advisor(s) shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance per Article 12.04.

ARTICLE 11 - RESOLUTION AND REPORTS OF THE BOARD

11.01 Copies of Resolutions

Copies of all motions, resolutions, minutes, and bylaws or rules and regulations adopted by the MIIC Board of Directors which affect the members of this Union are to be maintained and updated through policy manuals located in the program areas of the Agency. However, in the event that the aforementioned documents include confidential information, defined as information relating to collective bargaining, financial information, personnel information, and/or governance issues, said information shall be removed at the discretion of MIIC.

11.02 Two (2) staff, chosen by and from the current employees of the MIIC who are members of CUPE Local 2348, shall be entitled to notice and to attend the Board of Directors meetings, with a voice but no vote. The two (2) individuals shall attend Board meetings with compensating time off. The two (2) individuals may submit agenda items to the Chair of the Board which will be placed on the next agenda for the Board of Directors, subject to the approval of the Chair of the Board. Any such agenda items must be submitted fourteen (14) days in advance of the Board meeting. The two

(2) employee representatives are expected to maintain confidentiality over information discussed at the Board meetings.

11.03 It is agreed that the two (2) employees attending at the Board of Director meetings shall not take part in matters relating to confidential information, as set out in Article 11.01 hereof, and will be required to absent themselves from the Board of Director meetings at a time to be determined by the Chair of the Board.

11.04 The Board of Directors may meet yearly with all staff of MIIC to discuss joint issues and planning of the organization.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee whom the Union represents in preparing and in presenting the employee's grievance in accordance with the grievance procedure.

12.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of the Employer.

Representative(s)/ Advisor(s) for the Union shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance or any other matter agreed-to by the parties.

12.03 Definition of a Grievance

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

12.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within fifteen (15) working days following the occurrence of the event giving rise to the grievance, the employee(s) shall, with the assistance of a representative of the Union, take up the matter with the employee's immediate supervisor.

The parties will approach the resolution of grievances in a problem-solving manner. For that purpose, any discussions and/or resolution of the grievance at this stage will be "without prejudice" to either party and will not be used and/or relied upon by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Employer and the Union. To that end the Supervisor shall consult as they deem necessary and shall render their decision within five (5) working days.

Step 2

Failing settlement being reached in Step 1, the Union will, within ten (10) working days after receiving the Supervisor's reply, submit the written grievance to the Director who shall render a decision within ten (10) working days of receipt of such notice.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may, within fifteen (15) working days after receiving the Director's decision refer the dispute to arbitration.

12.05 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 of this Article may be by-passed; however, such grievance shall be filed at Step 2 within fifteen (15) working days following the occurrence of the grievance.

12.06 Failure to Act within Time Limits

The time limits specified above shall be mandatory in nature. Failure to advance a grievance within the time limits above shall result in the grievance being deemed abandoned.

The time limits specified above may be extended by consent of the parties.

- 12.07 Both/either party may seek the assistance of conciliation/grievance mediation at Step 3 of the grievance procedure.

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.01 Within fifteen (15) calendar days after receiving the Director's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 13.02 Both parties shall attempt to appoint a sole arbitrator.
- 13.03 In the event the parties are unable to agree on a sole arbitrator, the parties, within fifteen (15) calendar days, shall apply to the Manitoba Labour Board for the appointment of an arbitrator.
- 13.04 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 13.05 The sole arbitrator shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) or allegation(s) and shall endeavor to render a decision as soon as practicable.
- 13.06 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 13.07 Disagreement on Decision
 Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the sole arbitrator either party may apply to the sole arbitrator to reconvene. Within seven (7) calendar days the sole arbitrator shall reconvene to clarify the decision.
- 13.08 Expenses of the Sole Arbitrator
 Each party shall pay one-half (½) the fees and expenses of the sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

- 13.10 The arbitration time limits in the arbitration procedure may be extended by consent of the parties. The arbitration time limits in this Agreement are not mandatory but merely directory.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISMISSAL

- 14.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.
- 14.02 (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.
- (b) All disciplinary action except a copy of an oral reprimand shall be in writing with a copy to the Union.
- (c) Where considered necessary by the Employer, the Employer may **place** an employee **on administrative leave** with pay pending an investigation and it is agreed that such **leave** shall not be considered disciplinary. Following the investigation, in the event that the employee is either suspended without pay or terminated, the employee is required to reimburse the Employer for all wages and benefits paid to the employee or on the employee's behalf, as follows:
- (i) in the case of termination, for the entirety of the period of the suspension with pay; or
- (ii) in the case of a suspension without pay, only for that portion of time where the employee is suspended without pay.

The employee and Union hereby authorize the Employer to deduct those amounts from any amount owing to the employee, including, but not limited to, wages, severance pay, vacation, holiday pay, "comp" time/ overtime, benefit reimbursement, or any other amount due and owing to the employee.

- (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, except a verbal reprimand, the following shall occur:
- (i) the Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;

- (ii) the employee affected will be given the opportunity to make representation at the meeting on their own behalf, either personally or with a representative of the Union if they so desire;
- (iii) the Union and the employee shall be advised within a reasonable period of time of the decision of management arising out of the meeting;
- (iv) if no further discipline is imposed within thirty-six (36) months since the date of the most recent warning, the discipline shall be removed from the personnel file.

14.03 Personnel Files

Upon written request of an employee, the personnel file of that employee shall be made available for their full examination. Such examination shall be in the presence of the Director or designate. The employee may respond in writing to any documents contained in their personnel file.

14.04 The personnel record may not be revealed to any other employer or Agency except as herein provided:

- (a) Letters of reference, referral, or approval to persons outside the MIIC shall be given to the employee concerned for transmission by the employee;
- (b) The Director may confirm information relating to the employee's status with the MIIC e.g. length of service, job title, and duties and salary. No other information will be given unless requested in writing and then it shall be referred to the Director who shall reply in writing, giving the reply to the employee concerned to be handled as in (a);
- (c) In the event a police officer, acting in the course of their duties, requests information from the personnel record beyond the scope of this provision, the inquiry shall be directed to the Director;
- (d) As required by law.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to certification. Casuals, part-time, and temporary employees shall accrue seniority for every hour

worked and it shall be considered for postings, assignments and other items covered by this Agreement. Upon being hired for a permanent position the seniority will be converted to a start date which would represent the number of hours worked/regularly paid for: Service of one (1) year is equivalent to one thousand eight hundred and twenty (1,820) hours.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union on request.

15.03 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring. A further three (3) month probationary period may be assessed by mutual agreement of the Union and management. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.04 Loss of Seniority

An employee shall lose their seniority only in the event:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign in writing and do not rescind it in writing prior to the effective date;
- (c) they are laid off for a period of longer than twelve (12) months;
- (d) they do not provide evidence of an intention to accept a recall within one week after being recalled and does not report to work when recalled within the timeframe required by legislation to provide their other Employer notice of resignation, or as may be mutually agreed to between MIIC and the employee;
- (e) the employee accepts a permanent position outside of the bargaining unit and successfully completes the trial period, or
- (f) retires or passes away.

15.05 Seniority in Job Sharing

When a position within the bargaining unit is divided into two or more jobs, the employee with seniority and the ability, skill and qualifications shall have the right to select the position in which they will work.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately **send notices to all members' official email and** post notice of the position on the bulletin board in the Agency's office for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. This posting will take place during the first week that this job becomes available for application.

Where circumstances require, a one-week posting period shall be permitted. Such shortened period must be requested by Management and considered by the Union. Such requests shall not be unreasonably denied by the Union. The shortened period might be required by emergency circumstances or situations where circumstances beyond the control of the Employer prevent delay beyond one (1) week. Any other circumstances mutually agreed by the Union and the Employer may also apply.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, **term**, qualifications, required knowledge and education skills, shift, wage or salary rate or range.

16.03 Promotions and Transfers

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant who possesses the ability, skill and qualifications in accordance with 16.02.

16.04 Trial Period

Where the successful applicant is a current member of the Bargaining Unit, they shall be notified within fourteen (14) calendar days following the selection committee's recommendation to the Employer unless the Employer chooses to either re-post or refer the decision back to the committee. Conditional on satisfactory performance, the employee shall

be declared permanent after a trial period of six (6) months. In the event they prove unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, in the sole discretion of MIIC, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Those who are unsuccessful during the trial period shall be precluded from applying for the position, or an equivalent position for twelve (12) months unless the Employee can demonstrate the previous reasons for non-success are no longer relevant to the position.

The successful employee shall have four (4) weeks to determine if the position is satisfactory and may elect to return to their former position prior to the expiry of four (4) weeks. In the event that the employee elects to return to their former position, the Employer shall not be required to re-post the position; however, the Employer shall offer the position to the next senior qualified internal applicant from the original competition, before considering external applicants. Where no other qualified internal applicant was identified in the original competition, the Employer may then proceed to consider external applicants.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position.

16.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted in the daily newsletter or by personal memo. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

16.06 Should a permanent employee be the successful applicant for a term position they shall return to their original position at the end of such term. All other employees temporarily filling positions for the term(s) will revert to their original positions, without loss of seniority.

ARTICLE 17 - LAYOFFS AND RECALL

17.01 Definition of a Layoff

Layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Wherever possible, in the event of a layoff, 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 possesses the ability, skill and qualifications to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

17.03 Layoffs involving permanent employees shall only occur following the investigation and implementation of all other reasonable alternatives. Such alternatives may include, but are not restricted to, other employment opportunities within the Agency.

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

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty-eight (28) days prior to the effective date of layoff, or if unable to do so because of circumstances beyond the Employer's control, one (1) pay period prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

17.06 Recall Procedure

Employees shall be recalled in the order of their seniority subject to their possessing the ability, skill and qualifications sufficient to perform the required duties.

17.07 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 ability, skill and qualifications sufficient to perform the required duties.

17.08 Grievance on Layoffs and Recall

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

NOTE: Refer to Article 23.13 for the 2-hour leave for laid-off employees.

ARTICLE 18 - HOURS OF WORK

- 18.01 Regular hours of work in full-time employment shall be seven (7) hours per day (thirty-five [35] hours per week) excluding meal periods and including rest periods.
- 18.02 The regular work period for employees other than referred to in 18.01 shall consist of up to thirty-five (35) hours weekly not including meal periods but including rest periods.
- 18.03 Employees shall be entitled to the equivalent of one (1) unpaid uninterrupted hour meal period daily, and two (2) paid uninterrupted fifteen (15) minute rest periods daily.

ARTICLE 19 - OVERTIME**19.01 Compensation for Work after Regular Scheduled Hours**

Overtime worked and authorized by the Employer after the regular hours of work as outlined in Article 18 shall be compensated for by granting equivalent time off with pay.

Overtime worked and previously authorized by the Employer shall be compensated by granting time and one-half (1½) off with pay as specified in this article. If such compensatory time off is not granted within three (3) months, the overtime shall be paid out at time and one-half (1½) in wages. The Employer shall have the discretion to grant and/or require compensatory time to be taken.

19.02 On Call Shifts

In the event that an employee is called back they shall receive an hour's pay for every hour or part of an hour actually worked during the on call shift.

- 19.03 Where an employee qualifies for sick leave, bereavement leave or any other approved leave during compensatory time off, there shall be no deduction from compensatory time for such absence. The period of compensatory time so displaced shall either be added to the compensatory time period or reinstated for use at a later time at the employee's option.

ARTICLE 20 - HOLIDAYS

20.01 The following statutory holidays will be observed by all employees:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	National Day for Truth and Reconciliation (Orange Shirt Day)

plus Easter Monday, Terry Fox Day, Boxing Day, and one-half (½) day on Christmas Eve and one-half (½) day on New Year's Eve.

20.02 Compensation for Work on a Statutory Holiday

An employee who is required to work on statutory holidays shall receive:

- a. **One and one-half times (1.5x) their regular rate of pay for all hours worked on the holiday; and**
- b. **The Employer may elect to provide the employee with either:**
 - i. **one days' pay for the holiday in accordance with the Employment Standards Code; or**
 - ii. **compensatory time off in lieu of the day's pay, at a time satisfactory to the Employer.**

20.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

20.04 For special religious holidays (not included above) employees will be given time off without pay to accommodate these observances. Where possible employees will be allowed to make up lost time or deduct the hours from any overtime accrued. In order to be eligible to take time off without pay for a special religious holiday, employees are required to give ten (10) business days' notice.

20.05 Employees who wish to participate in Refugee Day events may be given the day off with pay at the sole discretion of the Employer. Written notice shall be given by the employee ten (10) business days before the scheduled event.

ARTICLE 21 - VACATIONS

- 21.01 Employees shall earn vacation on the following basis:
- First, Second, Third, Fourth and Fifth Years of Employment - one and two-thirds (12/3) days per month (twenty [20] days per year);
- Sixth and Seventh Years of Employment - two and one-twelfth (21/12) days - 28 - per month (twenty-five [25] days per year);
- In the Eighth and subsequent Years of Employment - two and one-half (2½) days per month (thirty [30] days per year).
- 21.02 The vacation year shall be designated as the twelve (12) month period commencing April 1 and ending March 31.
- No employee shall **be** permitted to carry over vacation entitlement to the next year, unless otherwise mutually agreed. An advance of vacation may be granted up to fifty percent (50%) of the maximum entitlement per year, upon mutual agreement between the Employer and the employee.
- Should an employee be entitled to vacation **that** they have not scheduled per Article 21.04, and **no** agreement to carry-over has been made, The Employer shall contact the employee in the month of November to discuss when they intend to use the remaining vacation. If the employee, by December 31 of any given year, fails to schedule the remaining vacation entitlement to occur prior to March 31 of that year, the Employer shall advise the employee when the vacation will be required to be taken.
- 21.03 If a paid holiday falls or is observed during an employee's vacation period, an additional day's paid vacation shall be allowed, and its scheduling shall be per Article 21.04
- 21.04 Employees shall be granted a preference of vacation based on seniority when scheduled as part of the pre-vacation year scheduling process. Should an employee prefer to wait until during the vacation year to schedule vacation, it shall be on a first come, first served basis. All vacation is subject to the approval of MIIC, which approval will not be unreasonably withheld.
- 21.05 Vacation Pay on Termination
- An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 21.06 An employee shall be entitled to receive vacation in an unbroken period not exceeding three (3) consecutive weeks, unless otherwise mutually

agreed between the employee and the Employer. Consideration for longer vacation periods than three (3) weeks for the purposes of travel to visit family shall be made by the Employer, and shall not be unreasonably denied.

21.07 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be scheduled per Article 21.04. The Employer may require verification.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work due to medical reasons, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* to the extent that the employee has earned and not used sick leave credits as set out in 22.02. The Employer may require verification.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and half (1½) days for every month an employee is employed. Part-time employees shall earn a pro rata amount of sick leave credits based on hours worked. Sick time will be paid until Long Term Disability benefits takes over at one hundred and nineteen (119) days provided the employee has sufficient sick days.

22.03 Illness in the Family

Where no one other than the employee can, without cost, provide for the needs during illness of an immediate member of their family, an employee shall be entitled to use accumulated sick leave for this purpose, up to a maximum of ten (10) days per year. The employee may be required to provide proof of illness.

22.04 The Employer reserves the right to require satisfactory proof of any claim, including in the event that:

- (i) the Employer suspects abuse of sick leave benefits;
- (ii) an absence of a longer duration;
- (iii) the employee is seeking an accommodation; or

- (iv) in the event the employee is undergoing an attendance management process

Should a medical practitioner not be available an extension will be considered.

- 22.05 Absences for sick leave shall be deducted from the accumulated sick leave credits. Sick time shall be deducted in two-hour increments. If an employee returns to work at a time within the two-hour increment, subject to the employer's approval, they shall be permitted to work an equivalent amount of additional time instead of deducting the full increment from their sick leave bank for the time the employee is away from work.
- 22.06 An employee who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half ($\frac{1}{2}$) of the monthly accumulation. No employee shall have their services terminated by having exhausted their sick leave credits. In the event that the employee does not return to work following the sick leave, MIIC is hereby authorized to deduct any paid but unearned sick time from any amount owing to the employee, including wages, vacation, or holiday pay.
- 22.07 When the Employer requires an employee to provide a medical certificate to excuse an absence, the actual cost of such medical certificates shall be reimbursed by the Employer.**
- Where an accommodation or modified duties are sought by the employee, the employee shall pay the actual cost of any and all such medical certificates and/or reports.**
- 22.08
- (a) Each employee shall be entitled to five (5) wellness days, with pay, per fiscal year in order to provide for the mental and physical wellbeing of employees. Wellness days shall be taken at the sole discretion of the employee, as long as service is not unduly compromised. The Employer shall be given as much notice as is reasonably possible for requests regarding wellness days.
 - (b) Wellness days cannot be added to vacation time and may be refused at the discretion of MIIC. Wellness days must be taken one at a time.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions, committees, or seminars shall be allowed leave of absence without pay, providing operational requirements permit. The Employer shall pay the employee and remit an invoice to Local 2348 for reimbursement. No employee shall be permitted more than eight (8) days leave per year under this Article, without approval of the Employer. The Union will provide a written request for meeting attendance at least ten (10) business days in advance of the leave.

23.02 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

23.03 Paid Bereavement Leave

Upon notification to the Employer, an employee shall be granted up to a maximum of six (6) consecutive **working days'** leave to attend to bereavement responsibilities, without loss of pay or benefits, in the case of the death of a parent, spouse, common-law spouse, sibling, fiancé, or child; and up to a maximum of four (4) days in the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian or ward, or any other relative in the household or any other relative for whom the employee has bereavement responsibilities.

Additional leave with or without pay may be granted under special circumstances, such as travelling to a funeral outside of Manitoba.

Two (2) days may be retained for use when the actual internment or funeral is a later day.

23.04 Jury Duty

An employee subpoenaed for jury duty or witness duty shall be entitled to a leave of absence without pay.

23.05 Maternity/Parental Leave

Employees shall be granted Maternity/Parental Leave in accordance with the Manitoba *Employment Standards Code*.

- (a) Unless the *Code* says otherwise, the Employer will require:
 - i. the employee to submit to the Employer an application in writing for Maternity/Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - ii. The employee provide the Employer with sufficient medical or adoption information to be entitled to the leave, in accordance with the *Code*.
- (b) Where an employee takes Parental Leave in addition to **Maternity Leave**, the employee must commence the **Parental Leave** immediately on expiry of the **Maternity Leave** without a return to work unless otherwise approved by the Employer, **and subject to the requirement of Employment Insurance**.
- (c) During the period of leave all negotiated benefits will accrue.
- (d) When an employee decides to return to work after **Maternity/Parental Leave**, they shall provide the Employer with at least two (2) weeks' or one pay period notice, whichever is longer. On return from **Parental Leave** the employee shall be placed in their former position if said position exists, failing which, a comparable position, at the same rate of pay.
- (e) The employee shall have the right, **if they so wish**, to continue all payments of benefits during maternity/parental leave subject to the terms and conditions of the relevant benefit plan.
- (f) An applicant for Supplementary Unemployment Benefit maternity benefits must sign an agreement with the Employer providing that:
 - i. **the employee** will return to work and remain in the employ of the employing authority (on a full-time basis) unless otherwise agreed, for at least six (6) months following **their** return to work, and

- ii. **the employee** will return to work on the date of the expiry of **their Maternity/ Parental Leave** unless this date is modified by the **Employer**, and
 - iii. should **the employee** fail to return to work as provided under (a) and/or (b) above, **the employee** is indebted to the **Employer** for the amount received from the Agency as a maternity/parental allowance during the entire period of **Maternity/Parental Leave** and such indebtedness may be deducted from any monies owing to the employee by the Employer.
- (g) During the maternity leave the employee who qualifies **and is in receipt of Employment Insurance benefits** is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan as follows:
- i. for the first fifteen (15) days an employee on maternity leave will receive ninety-five percent (95%) of her normal semimonthly salary inclusive of any other earnings.
 - ii. for fifteen (15) weeks in the case of maternity, the combined weekly level of Employment Insurance benefits, Supplementary Unemployment Benefit payments and other earnings will not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (h) Parental Leave
- i. An employee who qualifies for **Parental Leave** in accordance with this Article is entitled to parental leave top-up for a consecutive period of up to ten (10) weeks provided that the employee:
 - (a) **is a parent who has assumed the actual care and custody of the child (including natural, adoptive, or other legal guardians); and**
 - (b) provides the Employer with proof that **they have** applied for **and are in receipt of** Employment Insurance benefits.
 - ii. An applicant for parental leave allowance shall sign an agreement with the Employer providing that:
 - (a) **they** will return to work and remain in the employ of the Employer on a full-time basis for an equivalent of six (6) months following **their** return to work; and
 - (b) specify the expected date of **their** return to work; and

- (c) should **the employee** fail to return to work as provided herein, **the employee** is indebted to the Employer for the full amount of pay received from the Employer as a parental leave allowance during **their** entire period of parental leave.
- iii. Following the two (2) week waiting period for Employment Insurance benefits, the employee shall receive a parental leave allowance as follows:
 - (a) for up to a maximum of ten (10) weeks, a top-up which combined with Employment Insurance benefits and all other earnings, equals 95% of **their** weekly rate of pay.
- (i) **Equivalent Entitlements**

Where an employee elects to extend their Maternity/Parental Leave beyond fifty-two (52) weeks, such that the employees Employment Insurance benefits are reduced and/or allocated over an extended period of time up to seventy-eight (78) weeks, the Employer's Supplementary Unemployment Benefit shall be prorated over the extended period such that the Employer's total contribution does not exceed the amount that which would have been payable had the employee elected the standard fifty-two (52) week leave option.

For greater certainty, under no circumstances would an employee be entitled to a weekly Supplementary Unemployment Benefit that would be greater than their weekly Supplementary Unemployment Benefit if they had taken a Maternity/Parental Leave over a fifty-two (52) week period.

If the Maternity/Parental Leave is extended to seventy-eight (78) weeks, the Employer's top-up is adjusted proportionately to ensure that the Employer's total top-up cost remains equivalent to the fifty-two (52) week entitlement, but allocated over the seventy-eight (78) week period.

23.06 Procedure on Return from Maternity/Parental Leave

When an employee decides to return to work after Maternity/Adoption/Parental leave, they shall provide the Employer with at least two (2) weeks' or one pay period notice, whichever is longer. On return from a leave the employee shall be placed in their former position, provided it exists in the same form as the date the leave commenced, failing which, an alternate position at the same rate of pay.

23.07 Benefits during Maternity/Adoption/Parental Leave

The employee shall have the option to continue all payments of benefits during maternity/adoption/parental leave subject to the terms and conditions of the relevant benefit plan.

23.08 Other Leaves

Employees shall be entitled to additional leaves per the Manitoba *Employment Standards Code*, for such reasons as:

- Reservist obligations
- Organ donation
- Citizenship ceremony
- Disappearance of a child
- Interpersonal (including Domestic) violence
- Public Health Emergency
- **Critical Illness or Serious injury**

23.09 Paternity/Partner Leave

Up to five (5) days of leave without loss of pay and benefits will be granted to an employee: (a) whose partner has given birth to a child; or (b) who has adopted a child/children and is not taking the maternity leave portion of parenting leave. This leave may be taken on any five (5) days during the two (2) calendar weeks following the child/children's date of birth or arrival in the home. This will be prorated for part-time employees.

23.10 General Leave

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

23.11 Citizenship Leave

An employee shall be allowed the necessary time off without loss of pay to process the employee's Canadian citizenship to a maximum of **one (1)** day.

23.12 Education Leave

- (a) Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for educational/developmental workshops, etc. The amount will be determined yearly in accordance with the Agency budget.

- (b) The Employer, in consultation with the Educational Support Committee, may choose conferences during the year which it deems to be beneficial to the work of the Agency. Employees will be selected, on a fair and equitable basis, to attend at the Employer's expense.
- (c) In cases where the Agency and the employee agree on the desirability of an employee to attend a major workshop and where the Agency incurs a major expense in excess of the limits established in (a) and (b) above, the employee may be asked to guarantee continuing employment with the Agency for a specific time period following attendance at the workshop or reimburse the Agency for amounts paid in excess of (a) and (b) above. The above would be contracted prior to attending the workshop and would become a condition for attendance.
- (d) An employee wishing educational leave in excess of that accumulated as in (b) above, may negotiate for a general leave as per 23.10. Educational leave up to a maximum of one (1) year shall not be unreasonably withheld.
- (e) Approval of all educational leave as in items (a), (b), (c), and (d) will be dependent on Agency needs and benefits.
- (f) Requests for educational leave shall be presented in writing to the Executive Director and shall be related to the business of MIIC.

23.13 Leave to Attend to Personnel Matters

When an employee is to be laid off, they shall be allowed two (2) hours off during their last shift in order to attend any personnel or pay related matters not yet settled.

23.14 Compassionate Care Leave

Compassionate Care Leave is intended to enable an employee to provide care or support to a seriously ill family member. Entitlement shall be per the Manitoba *Employment Standards Code* provisions as at the date of ratification of this Agreement, unless better provisions are enacted.

- (a) An employee must apply in writing one (1) pay period prior to taking the leave or a shorter period if circumstances warrant.
- (b) For an employee to be eligible for leave, a physician must issue a certificate, which certificate must be provided to MIIC as soon as possible, 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.
- (c) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (d) 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, if it exists and if not, to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began. This provision does not apply if the Employer lays off the employee, terminates their employment or fails to reinstate for reasons unrelated to the leave.
- (e) If the employee is eligible and chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. Seniority shall accrue during any period of leave under this Article.
- (f) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance benefits commence.
- (g) Notwithstanding the notice outlined in (a), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 23.03 of the Collective Agreement.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Periods

Pay periods shall be semi-monthly. A deduction sheet shall be included with each paycheque. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

24.02 Rate of Pay on Changes

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in their new classification which will provide an immediate increase of salary. The date of appointment to the new classification shall become the anniversary date for salary progression.

24.03 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer to perform for a period in excess of two (2) days, the principal duties of a higher paying position, the employee shall receive the rate for the job-; but only for those hours where the employee is performing the duties of the higher paying position. When an employee temporarily relieves in, or performs, the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than the employee's previous rate, with a minimum of forty-five cents (45¢) per hour effective date of signing. The Employer shall advise the Union when such temporary transfers exceed four (4) weeks in duration.

The employee shall qualify for any pay increments based on their length of service in their temporary assignment. Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. This Article may be modified by mutual consent between the employee and the Employer.

24.04 Payment on Transfer to Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. A temporary assignment does not include a term position, a change in job classification or a permanent assignment.

24.05 Expenses

Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration. Employees shall receive a transportation allowance on the following basis:

- (a) Where an employee does not bring a vehicle to work, they shall receive reimbursement of costs as approved by the Supervisor only if required to travel for work purposes or has additional travel

requirements due to split shifts;

- (b) When an employee is required to use their vehicle for Agency business, they shall be compensated at the current Province of Manitoba, Department of Labour, Citizenship and Immigration mileage rate. Employees who normally use their vehicle for work may occasionally choose to use the bus and shall be reimbursed;
- (c) The Employer will pay one hundred percent (100%) of parking fees incurred by employees in the performance of their duties.
- (d) When an employee is required to use their vehicle for Agency business (as determined by the employee's job description), the Employer will make available a parking space for that vehicle.
- (e) Employees who have been pre-approved to attend conferences or educational programs shall be compensated for air transportation and lodging based on presentation of receipts and shall receive fifty dollars (\$50) per diem for all days or portion of days in attendance or travelling to and from the event.

24.06 Anniversary Dates

The anniversary date for increment will be the actual date of employment or the date at which the employee is reassigned at a higher level, pursuant to 24.02.

24.07 Employees shall receive a 2% bonus of their current annual salary on their 15th year anniversary and a 2% bonus of their current annual salary on their 20th year anniversary, not retroactively.

ARTICLE 25 - JOB CLASSIFICATION/RECLASSIFICATION

25.01 Job Description

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

The Union recognizes the Employer's right to determine positions and position duties. Should an objection be raised by the Union, it shall be limited to the accuracy of the contents of the job description in reflecting the nature and duties of the position.

25.02 Changes in Classification

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 as soon as practicable and the parties shall commence negotiations for the appropriate salary range, only. 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.

25.03 Changes to Existing Job Descriptions

An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description. Job descriptions are at the discretion of MIIC and changes shall be reasonably made. The failure to consult will not impact and/or impair the change in job description.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Joint Employer/Employee Benefit Committee

A committee shall be appointed of two (2) representatives from the Union and two (2) representatives of the Employer to maintain and review the benefit plans.

26.02 The Employer agrees to provide the Community Agencies Benefits Plan with costs paid in accordance with the terms and conditions of the Plan. Employees shall pay the full amount of the Long Term Disability. The cost of other benefit premiums will be shared between the Employer / Employee in the amount of 75% paid by the Employer and 25% paid by the Employee.

The sharing of the cost of the benefit premiums set out above is effective November 1, 2021.

26.03 The parties agree to participate in the Community Agencies Pension Plan in accordance with the terms and conditions of the Plan. The employee share is 50% and the Employer share is 50%.

ARTICLE 27 - PRESENT CONDITIONS TO CONTINUE

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed or possessed

insofar as they are consistent with this Agreement, but may be modified by mutual agreement by the Employer and the Union.

27.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the Employer.
- (b) All service credits relating to vacations with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employees members with the new Employer.

ARTICLE 28 - TERMINATIONS

28.01 An employee may terminate their employment with the Employer by giving notice equal to one (1) pay period.

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

- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of a new employee without recourse to the grievance procedure, or
- (c) in the event an employee is dismissed for just cause.

28.03 The Employer will make available, within one (1) pay period after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 29 - TERM OF AGREEMENT

29.01 (a) This Agreement shall be in full force and effect from April 1, **2025**, to March 31, **2028**.

- (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 and effect 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 the Employer at least two (2) weeks' written notice as to the date of the intended strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks' written notice as to the date of an intended lockout.

- 29.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry.
- 29.03 This Agreement may be amended during the term by mutual agreement of the parties.
- 29.04 Salary and benefits shall be adjusted retroactively unless otherwise mutually agreed upon.

ARTICLE 30 - GENERAL

30.01 Inclusivity

The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the plural applies also in the singular unless the context otherwise requires.

30.02 Bulletin Boards

The Employer shall provide at least one bulletin board which shall be placed so that all employees will have access to it (them) upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

30.03 Employee Performance Review

A performance review will take place once per year and will consist of an assessment of performance of an employee with respect to the ability of the employee to carry out their job description to the standards of performance outlined by the Employer. The employee shall participate in the review of their performance by completing a self-evaluation.

After each review is written, the employee's supervisor and the employee will have a discussion of the results of their respective performance evaluation. The final performance review will be signed and dated by the employee and the supervisor and added to the employee's personnel file.

30.04 Security

No employee shall be required to work alone in the MIIC at any time. It shall be the responsibility of the Employer to ensure that reasonable arrangements are made to provide for the security and safety of all employees.

No employee shall be required to admit a client into the MIIC if the employee has reason to believe such admission would pose a threat to their safety. No employee shall be subject to disciplinary action for reason of such refusal to admit.

All safety concerns shall be addressed in accordance with the Manitoba Workplace Safety and Health Act and its regulations.

30.05 The stewards are permitted to use the internal email system to give notice of Union meetings. Notifications will be limited to purpose, time and place. The Executive Assistant will be copied on all notices.

ARTICLE 31 - TECHNOLOGICAL CHANGE

31.01 Technological change shall mean the introduction by an Employer into the employee's work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employee in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

31.02 In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of the Agreement.

- 31.03 No full-time or part-time employee with more than three (3) years' service shall be dismissed or have their regular hours reduced by the Employer solely because of technological change.
- 31.04 An employee whose job is changed or who is displaced from their job solely by virtue of technological change will suffer no reduction in normal hourly wage rates.
- 31.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.

Conditional upon successful training, there shall be no reduction in the hourly wage rates during the training period of any such employee and no reduction in the hourly wage rate upon being reclassified in the new position.

ARTICLE 32 - OMISSIONS IN AGREEMENT

- 32.01 Where employee/Employer relationships are not specified in this Agreement, the Personnel Policy shall apply.

ARTICLE 33 - ACCOMMODATION OF EMPLOYEES

- 33.01 The parties are committed to accommodating employees in accordance with the Manitoba *Human Rights Code* in a manner that respects the dignity of employees and will provide meaningful and productive employment with the Employer to the point of undue hardship.
- 33.02 An employee shall have the assistance of the Union if requested.
- 33.03 Employees shall provide medical information to establish the need for an accommodation.
- 33.04 In the event of a dispute on medical grounds regarding an employee's suitability for a position, the matter will be referred to a physician mutually agreed to by the Union and the Employer.
- 33.05 Employees seeking accommodations shall also be informed of access to **Employee Assistance Program (EAP)**.
- 33.06 Employer and the Union recognize that addictions and mental illnesses are medical disorders and should be treated as such rather than as disciplinary problems.

The employee shall be given a leave of absence according to Article 22 for the period of their participation in a recovery program and their seniority and benefits shall continue subject to the terms and conditions of relevant benefit plans.

ARTICLE 34 - EDUCATIONAL SUPPORT COMMITTEE


MIIC encourages its employees to further their education and shall establish a joint labour/ management educational support committee to advise and recommend education/development/ conferences which the committee deems to be beneficial to the work of the Agency, funds permitting, with financial aid for degree or certificate granting programs on the following conditions:

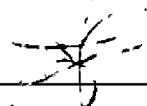
- 34.01 Assistance with tuition will be granted if funds are available.
- 34.02 Assistance with tuition will be granted subject to approval by the MIIC Executive/ Board.
- 34.03 The course of study must have prior approval by the Executive Director as to its relevance to the work of MIIC.
- 34.04 The course of study must be taken on the employee's own time.
- 34.05 If there is more than one (1) applicant who meets the criteria for support and there are insufficient funds to provide support for all, then seniority shall apply in determining support.
- 34.06 Applicants must have a minimum of two (2) years of full-time service with MIIC to be eligible for support.
- 34.07 Applicants must commit to work for MIIC for a minimum of two (2) times the duration of the educational program.
- 34.08 A contract between MIIC and the applicant specifying conditions of the educational grant shall be signed by both parties.
- 34.09 If the course of study is not successfully completed the grant shall be refunded to MIIC.
- 34.10 If the employee fails to work the required amount of time after completing the course of study the grant shall be refunded to MIIC.
- 34.11 The amount of the grant, if approved, shall be equal to one-half (½) the tuition for the approved course of study.
- 34.12 The above financial assistance will be considered a taxable benefit.

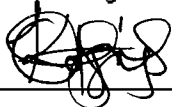
IN WITNESS WHEREOF, the parties have duly signed and executed this Agreement
this 25 day of September, 2025.

FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR:
MANITOBA INTERFAITH
IMMIGRATION COUNCIL INC.







JO/jad/cope 491
September 16, 2025

SCHEDULE "A"

Manitoba Interfaith Immigration Council Inc.
(Welcome Place)

WAGE SCALE

Effective April 1, 2025 - 3% General Wage Increase
Effective April 1, 2026 - 3% General Wage Increase
Effective April 1, 2027 - 3% General Wage Increase

2024-2025 WAGE TABLE (CURRENT)**Coordinator**

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$24.80	\$25.47	\$26.16	\$26.87	\$27.59
Semi-Mo.	\$1,881.04	\$1,931.83	\$1,983.99	\$2,037.56	\$2,092.57
Annually	\$45,144.92	\$46,363.83	\$47,615.65	\$48,901.28	\$50,221.62

Advisor/Interpreter/Liaison

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$21.57	\$22.16	\$22.75	\$23.36	\$24.00
Semi-Mo.	\$1,635.75	\$1,679.92	\$1,725.28	\$1,771.87	\$1,819.70
Annually	\$39,258.18	\$40,318.14	\$41,406.74	\$42,524.72	\$43,672.91

Advisor

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$20.34	\$20.90	\$21.47	\$22.04	\$22.64
Semi-Mo.	\$1,542.95	\$1,584.60	\$1,627.39	\$1,671.33	\$1,716.45
Annually	\$37,030.77	\$38,030.60	\$39,057.42	\$40,111.97	\$41,195.00

Admin Assistant/Receptionist/Intake

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$19.23	\$19.76	\$20.28	\$20.84	\$21.39
Semi-Mo.	\$1,458.43	\$1,497.81	\$1,538.24	\$1,579.77	\$1,622.44
Annually	\$35,002.23	\$35,947.29	\$36,917.87	\$37,914.66	\$38,938.34

Assistants/Casual Workers/Life Skills Worker/Receptionist

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$16.55	\$17.01	\$17.46	\$17.93	\$18.42
Semi-Mo.	\$1,255.41	\$1,289.30	\$1,324.12	\$1,359.87	\$1,396.58
Annually	\$30,129.77	\$30,943.26	\$31,778.73	\$32,636.77	\$33,517.95

2025-2026 (WITH 3% INCREASE)**Coordinator**

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$25.54	\$26.23	\$26.94	\$27.68	\$28.42
Semi-Mo.	\$1,937.47	\$1,989.78	\$2,043.51	\$2,098.69	\$2,155.35
Annually	\$46,499.27	\$47,754.74	\$49,044.12	\$50,368.32	\$51,728.27

Advisor/Interpreter/Liaison

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$22.22	\$22.82	\$23.43	\$24.06	\$24.72
Semi-Mo.	\$1,684.82	\$1,730.32	\$1,777.04	\$1,825.03	\$1,874.29
Annually	\$40,435.93	\$41,527.68	\$42,648.94	\$43,800.46	\$44,983.10

Admin Assistant/Receptionist/Intake

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$20.95	\$21.53	\$22.11	\$22.70	\$23.32
Semi-Mo.	\$1,589.24	\$1,632.14	\$1,676.21	\$1,721.47	\$1,767.94
Annually	\$38,141.69	\$39,171.52	\$40,229.14	\$41,315.33	\$42,430.85

Admin Assistant/Receptionist/Intake

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$19.81	\$20.35	\$20.89	\$21.47	\$22.03
Semi-Mo.	\$1,502.18	\$1,542.74	\$1,584.39	\$1,627.16	\$1,671.11
Annually	\$36,052.30	\$37,025.71	\$38,025.41	\$39,052.10	\$40,106.49

Assistants/Casual Workers/Life Skills Worker/Receptionist

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$17.05	\$17.52	\$17.98	\$18.47	\$18.97
Semi-Mo.	\$1,293.07	\$1,327.98	\$1,363.84	\$1,400.67	\$1,438.48
Annually	\$31,033.66	\$31,871.56	\$32,732.09	\$33,615.87	\$34,523.49

2026-2027 (WITH 3% INCREASE)**Coordinator**

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$26.31	\$27.02	\$27.75	\$28.51	\$29.27
Semi-Mo.	\$1,995.60	\$2,049.48	\$2,104.81	\$2,161.65	\$2,220.01
Annually	\$47,894.25	\$49,187.39	\$50,515.44	\$51,879.37	\$53,280.12

Advisor/Interpreter/Liaison

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$22.88	\$23.51	\$24.14	\$24.78	\$25.46
Semi-Mo.	\$1,735.37	\$1,782.23	\$1,830.35	\$1,879.78	\$1,930.52
Annually	\$41,649.00	\$42,773.51	\$43,928.41	\$45,114.48	\$46,332.59

Admin Assistant/Receptionist/Intake

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$21.58	\$22.17	\$22.78	\$23.38	\$24.02
Semi-Mo.	\$1,636.92	\$1,681.10	\$1,726.50	\$1,773.11	\$1,820.98
Annually	\$39,285.94	\$40,346.66	\$41,436.02	\$42,554.79	\$43,703.78

Admin Assistant/Receptionist/Intake

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$20.40	\$20.96	\$21.52	\$22.11	\$22.69
Semi-Mo.	\$1,547.25	\$1,589.03	\$1,631.92	\$1,675.98	\$1,721.25
Annually	\$37,133.87	\$38,136.48	\$39,166.17	\$40,223.66	\$41,309.68

Assistants/Casual Workers/Life Skills Worker/Receptionist

	Step1	Step 2	Step 3	Step 4	Step 5
Hourly	\$17.56	\$18.05	\$18.52	\$19.02	\$19.54
Semi-Mo.	\$1,331.86	\$1,367.82	\$1,404.76	\$1,442.69	\$1,481.63
Annually	\$31,964.67	\$32,827.70	\$33,714.05	\$34,624.35	\$35,559.19

2027-2028 (WITH 3% INCREASE)**Coordinator**

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$27.10	\$27.83	\$28.59	\$29.36	\$30.15
Semi-Mo.	\$2,055.46	\$2,110.96	\$2,167.96	\$2,226.50	\$2,286.61
Annually	\$49,331.07	\$50,663.01	\$52,030.91	\$53,435.75	\$54,878.52

Advisor/Interpreter/Liaison

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$23.57	\$24.21	\$24.86	\$25.53	\$26.23
Semi-Mo.	\$1,787.43	\$1,835.69	\$1,885.26	\$1,936.17	\$1,988.44
Annually	\$42,898.47	\$44,056.72	\$45,246.26	\$46,467.91	\$47,722.57

Admin Assistant/Receptionist/Intake

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$22.23	\$22.84	\$23.46	\$24.08	\$24.74
Semi-Mo.	\$1,686.02	\$1,731.54	\$1,778.29	\$1,826.31	\$1,875.61
Annually	\$40,464.52	\$41,557.06	\$42,679.10	\$43,831.43	\$45,014.89

Admin Assistant/Receptionist/Intake

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$21.01	\$21.59	\$22.16	\$22.77	\$23.37
Semi-Mo.	\$1,593.67	\$1,636.70	\$1,680.88	\$1,726.26	\$1,772.88
Annually	\$38,247.88	\$39,280.57	\$40,341.15	\$41,430.37	\$42,548.98

Assistants/Casual Workers/Life Skills Worker/Receptionist

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$18.08	\$18.59	\$19.08	\$19.59	\$20.13
Semi-Mo.	\$1,371.82	\$1,408.85	\$1,446.90	\$1,485.97	\$1,526.08
Annually	\$32,923.61	\$33,812.54	\$34,725.48	\$35,663.08	\$36,625.97

RETROACTIVITY

In accordance with the timeline for the wage increase that began on April 1, 2025, all employees shall receive full retroactive for all hours worked and/or paid. This retroactive pay shall be issued to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive payments will be provided to each employee in the bargaining unit via paycheques that are separate and distinct from their regular earnings.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

**Manitoba Interfaith Immigration Council Inc.
(Welcome Place)**

RE: INTERPERSONAL VIOLENCE


The parties understand the impact domestic violence may have on the individuals involved and on the workplace. The parties are committed to ensuring all workers are safe from all forms of violence in the workplace. Therefore the parties agree that the Joint Health and Safety Committee will review the impact, resources available for those involved and develop a policy and procedure to present to the Employer for approval.

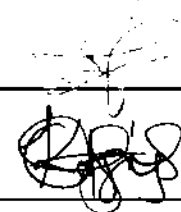
This letter shall be attached to form part of the Collective Agreement.

Signed this 25 day of September, 2025.

FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR:
MANITOBA INTERFAITH
IMMIGRATION COUNCIL INC.





APPENDIX "I"Employment Standards Code
Division 8 – Wages for Reporting for Work**Wage for Reporting for Work**

- 51(1) An employee who
- (a) reports for work
 - (i) at the Employer's request, or
 - (ii) when scheduled to work for a period of three (3) hours or more; and
 - (b) is not required to work or is required to work for less than three (3) hours;
- is entitled to be paid
- (c) the wage payable for the hours worked, if any; or
 - (d) the regular wage rate for three (3) hours of work;
- whichever is more.

Reporting for Less Than Three (3) Hours

- 51(2) An employee who reports for a scheduled period of less than three (3) hours is entitled to be paid
- (a) the wage payable for the hours worked, if any; or
 - (b) the regular wage rate for the scheduled hours of work;
- whichever is more.

Employee Working Longer Than Scheduled Period

- 51(3) If an employee normally works at least three (3) hours when reporting for a scheduled period of less than three (3) hours, the scheduled period is deemed for the purpose of this section to be a period of three (3) hours or more.