

Collective Agreement

between

Employment Projects of Winnipeg Inc.

and

Manitoba Government and General Employees' Union

April 1, 2004 to March 31, 2007

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*All changes are in **bold**.

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*All changes are in **bold**.

Preamble

The parties hereto have established the provisions contained herein for the purpose of promoting co-operation and understanding between Employment Projects of Winnipeg Inc. and its employees, and to recognize the mutual value of joint discussions and negotiations with respect to compensation and working conditions for employees.

Where referenced in this agreement, "Union" means the Manitoba Government and General Employees' Union (MGEU) and "Employer" means Employment Projects of Winnipeg Inc. (EPW).

Article 1 - Recognition and Scope

1:01 The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as defined in Manitoba Labour Board Certificate No. 5939.

1:02 The following positions are excluded from the terms of this agreement:

Executive Director
Administrative Coordinator
One Project Manager

Article 2 - Categories of Employees

2:01 The parties recognize that employment of employees may be subject to an annual renewal process, depending on arrangements with various funding bodies. Existing employees shall have their employment renewed where possible. Where it is not possible to renew the employment of all existing employees, employment opportunities shall be offered on the basis of seniority within a job classification, subject to the employees concerned having the qualifications to perform the remaining work.

2:02 Positions within EPW may fall within one (1) of the following categories:

- (a) Full-time - a position which is assigned the standard hours of thirty-five (35) per week as defined in Article 7 on a regular recurring basis.
- (b) Part-time - a position which is assigned to work less than thirty-five (35) hours per week on a regular recurring basis.
- (c) Temporary - a position, either full-time or part-time, which is established for a duration of less than a year, or which is attached to a temporary project which may be undertaken by EPW from time to time.

Article 3 - Union Business/Security

- 3:01** All employees of EPW covered by this agreement shall, as a condition of employment, become members of the Union. A Union membership card shall be provided to employees, upon hiring, for this purpose, and shall be forwarded to the Union upon completion. An elected Union officer shall be allowed to meet with newly hired employees for up to fifteen (15) minutes during working hours to fulfill the requirements of this Article.
- 3:02** The Employer agrees to deduct from employees' wages and forward to the Union an amount equal to the bi-weekly membership dues as determined by the Union, along with a list of names of employees and their home addresses, for which dues have been deducted showing the amount of dues deducted for each employee. Such information shall be forwarded each pay period. **The Employer shall record the dues paid in each calendar year by the employee on his/her T4 Slip for Income Tax purposes.**
- 3:03** For new employees, deductions become effective on the first day of the bi-weekly pay period following date of hire.
- 3:04** The Employer agrees to provide the Union, in a place readily accessible to employees, a space for posting of Union information. The Employer further agrees that, subject to space availability, the Union may conduct on-site membership meetings during non-work time, unless the Employer agrees in advance that such meetings may be conducted during working hours.
- 3:05** The Union agrees to provide the Employer with a listing of elected Union officials. Where the Union requests leave for Union officers to attend to Union business such leave shall be granted on a wage recovery basis, subject to operational requirements.
- 3:06** Where leave to attend Union business is granted on a wage recovery basis, the employee shall continue to receive their regular wages and the Union shall reimburse EPW for the full amount of wages paid to such an employee during the approved absence.
- 3:07** A Union Staff Representative may meet with employees during working hours upon prior approval of the Executive Director. Such meetings shall occur during employee breaks, if possible, and if not possible, shall be limited to thirty (30) minutes in duration.

Article 4 - Management Rights

- 4:01** The Employer retains all management rights including the right to select and regulate the working force and to create and enforce rules and policies, subject to the terms of this agreement. To the extent that a conflict may exist between any existing Employer

policy and the terms of this agreement, the terms of the Collective Agreement shall apply.

- 4:02** In exercising its functions the Employer agrees to act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole. The Union agrees to exercise its functions in a like manner.

Article 5 - Job Postings

- 5:01** Vacancies or newly created positions shall be posted internally for five (5) working days. Concurrent external advertising may take place. The posting period may be shortened **or waived** by mutual agreement of the parties hereto.
- 5:02** If the posting is for a temporary funded project of twelve (12) months' duration or less, a successful internal applicant has the right to return to a position within their former classification upon termination of the project.
- 5:03** Seniority shall be the determining factor in a selection for a position where the qualifications of applicants are relatively equal. If there are no qualified internal applicants, external hiring may be undertaken.
- 5:04** Upon written request, unsuccessful applicants shall be provided with the reasons for non-selection within ten (10) working days.

Article 6 - Probation

- 6:01** New employees shall be on probation for a period of three (3) months from date of initial hire.
- 6:02** A probationary employee shall be evaluated by the Executive Director or designate after six (6) weeks of employment and prior to the end of the probationary period.
- 6:03** The probationary period may be extended for a further three (3) months at the discretion of the Employer. Where the probationary period is to be extended the employer shall identify performance expectations to be met and, where feasible, provide additional formal training, mentoring or other further support to assist the employee to meet objectives.
- 6:04** An employee who is terminated during the initial or extended probation period shall be deemed to have been terminated for just cause and shall not have access to the grievance procedure.

Article 7 - Hours of Work

7:01 Standard hours of work are seven (7) consecutive hours per day, thirty five (35) hours per week, exclusive of meal breaks, within the following hours of operation:

Monday - Thursday 8:00 a.m. to 9:00 p.m.

Friday 8:00 a.m. to 5:00 p.m.

Computer and ESL Instructors may be scheduled to work on Saturdays.

7:02 Staff may alter their scheduled hours within the hours of operation in order to accommodate client demand, subject to management approval.

7:03 **Notwithstanding Articles 7:01 and 7:02, at managements discretion, employees classified as Employer Liaison Specialists and Employment Facilitators may, upon fourteen (14) days notice, be assigned up to six (6) shifts in a four (4) week period extending past 5:00 p.m. from Monday through Thursday inclusive, provided consecutive hours of work are maintained.**

7:04 Employees are entitled to a one (1) hour unpaid meal break and two (2) fifteen (15) minute paid rest periods during their work day.

Article 8 - Overtime

8:01 No overtime shall be worked by any employee, however work beyond the standard hours may be undertaken in accordance with Article 9 - Compensatory Time.

Article 9 - Compensatory Time

9:01 Work beyond the standard hours may be undertaken on a voluntary basis, not to exceed one (1) hour per day and five (5) per week, to a total accumulation of seven (7) hours at any time. Such work shall not be deemed to be overtime but shall be compensated with paid time off on an hour for hour basis.

9:02 Subject to prior authorization by the Executive Director, such time may be worked to:

- (a) complete assigned projects
- (b) attend after hours events or meetings
- (c) meet unplanned and unexpected deadlines
- (d) other work related activity as approved.

9:03 Compensatory time off shall be taken at a time mutually agreeable between the employee and the Executive Director or designate.

Article 10 - Holidays

10:01 The following holidays will be observed as days off with regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Canada Day
August Civic Holiday	Christmas Day
Boxing Day	

10:02 Employees are entitled to paid time off for the above-noted holidays provided the employee works on the scheduled working days immediately preceding or following the holiday (unless absent due to illness or other authorized leave). Part-time employees shall receive pro-rated pay, based on time worked in the previous four (4) weeks.

10:03 When a holiday falls on a regularly scheduled day off, employees who are entitled to pay for the holiday will be granted a day off with pay in lieu, to be taken within five (5) working days of the holiday.

10:04 On approval of the Executive Director or designate, leave without pay will be allowed for religious holidays other than those listed in :01 hereof.

10:05 EPW offices shall close at 1:00 p.m. on December 24th where such is a regularly scheduled working day. This shall be considered a full day for purposes of pay calculations.

Article 11 - Vacations

11:01 Employees shall be granted paid vacations as follows:

1 st to 8 th consecutive year of service	15 days
9 th to 15 th consecutive years of service	20 days
16 th to 19 th consecutive years of service	25 days
20 or more consecutive years of service	30 days

Vacation entitlement for part-time employees shall be prorated based on regular hours worked.

- 11:02** *Scheduling* - The vacation year shall be April 1st to March 31st. Vacation requests will be considered on a first come, first serve basis, subject to staffing requirements. Where the same vacation period is requested and the requests are made on the same date, priority for vacation shall be on a seniority basis.
- 11:03** In the event that an employee leaves the employment of EPW during a vacation year, vacation entitlement shall be prorated and EPW may recover any portion of used but unearned vacation.
- 11:04** An employee who is ill during a period of vacation leave may be granted sick leave provided the employee notifies her immediate superior by telephone and submits a medical certificate indicating the period of illness. The vacation period may be extended by the number of days taken as sick leave provided approval has been granted by the Executive Director or her designate, or reinstated for use at a later day within the vacation year.

Article 12 - Sick Leave

- 12:01** **Full-time** employees shall accumulate sick leave at the rate of one and one-quarter (1.25) days per month of employment **in the fiscal year. Sick leave accumulation for part-time employees shall be based on regular hours worked.**
- 12:02** Employees absent due to illness for three (3) or more consecutive working days or absent in an amount which is considered excessive by management may be required to provide a medical certificate.
- 12:03** Employees who are to be absent due to illness shall endeavour to notify his/her Supervisor at least one hour prior to the start of the employee's shift.
- 12:04** **A maximum of five (5) days of accumulated sick leave may be carried over into a new fiscal year, resulting in a maximum sick leave accumulation of twenty (20) days in that year.**

Article 13 - Personal Days

- 13:01** Employees shall be entitled to use up to three (3) personal days from accumulated sick leave in each year of employment which may be used at the employee's discretion, provided notice is given to the employee's supervisor (where practicable) at least one (1) hour prior to the start of the employee's shift.
- 13:02** Personal appointments (illness of immediate family or employee's medical/dental appointments) which require an absence from work of less than two (2) hours at the beginning or end of an employee's scheduled work day, shall be permitted without loss of pay or deduction from personal days.

Article 14 - Human Resource Files

- 14:01** A Human Resource file be maintained for each employee in a central filing system. Confidentiality of files will be maintained at all times.
- 14:02** Employees shall be provided access to their Human Resource file at a time mutually agreeable, upon written request to the Executive Director or designate.
- 14:03** Employees shall be allowed to obtain copies of any documents contained in their file.

Article 15 - Performance Appraisals

- 15:01** Performance appraisals will be conducted by the Executive Director or designate when determined appropriate and will form part of an employee's Human Resource file.
- 15:02** An employee will be given the opportunity to review the contents of the performance appraisal and to provide written comments within a reasonable period of time.

Article 16 - Discipline

- 16:01** No employee shall be discharged or otherwise disciplined without just cause.
- 16:02** An employee shall have the right to Union representation at any meeting at which discipline is being taken. Where possible, advance notice of such meetings shall be given and the employee shall be allowed up to twenty-four (24) hours to arrange for Union representation.
- 16:03** Any written notification of disciplinary action and related documentation shall be removed from an employee's Human Resource file, after five (5) years, provide there been no similar occurrence giving rise to discipline in that five (5) year period.

Article 17 - Grievance Procedure

- 17:01** It is agreed that an attempt should be made to resolve complaints or disagreements through discussion between an employee and the Coordinator prior to a formal grievance being submitted. If this is not possible the following procedure shall apply:

Step 1

Within ten (10) working days of the employee becoming aware of the circumstances giving rise to the grievance, the employee may submit a formal written complaint to the Executive Director. The Executive Director shall issue a written decision in respect of the grievance within ten (10) working days. The Executive Director may meet with the

employee to discuss the grievance and the employee shall have the right to have a Union representative present.

Step 2

Where the matter is not satisfactorily resolved at Step 1, the employee may forward a written complaint to the Chairperson of the Executive Committee of the Board of Directors of EPW within ten (10) working days of receipt of the decision at Step 1. The Committee shall conduct a meeting within thirty (30) days of receipt of the grievance and the Committee shall issue its decision within ten (10) working days of the meeting.

Step 3

Where the matter is not satisfactorily resolved at Step 2 the matter may be referred to binding arbitration by the Union within ten (10) working days of the decision of the Committee.

- 17:02** It is agreed that the Union may submit a grievance on behalf of a group of employees or a Policy Grievance. The appropriate steps of the grievance procedure and time limits shall apply.
- 17:03** The time limits contained in this Article may be extended by mutual agreement of the Employer and the Union.
- 17:04** Any grievance not submitted or forwarded within the time limits as provided herein without reasonable excuse shall be deemed to have been abandoned.

Article 18 - Arbitration Procedure

- 18:01** Where the decision of the Executive Committee is unsatisfactory to the Union, the grievance may, within ten (10) working days from the date the reply was received by the Union be referred to Arbitration by the Union, and proceeded with in the following manner:
- (a) The Union shall, in writing to the Executive Director of the Employer, state that the matter in dispute is to be proceeded with to Arbitration and also in the letter state the name of the Union's proposed arbitrator.
 - (b) Within ten (10) days of receipt of the letter as provided in (a) above, the Employer shall notify the Union in writing of the Employer's position regarding the selection of an arbitrator, either agreeing to the Union's proposed arbitrator or offering an alternate choice.
 - (c) In the event the parties fail to agree upon an arbitrator within the applicable time limits, at the written request of either party, the appointment(s) shall be made by the Manitoba Labour Board.

- (d) Without undue delay, following his/her appointment, the arbitrator shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted.
- (e) Without undue delay the arbitrator shall render his/her decision and reasons in writing to the Union and the Employer.
- (f) The decision of the arbitrator shall be final and binding on both parties.
- (g) Each party shall bear equally the expenses of the arbitrator.

Article 19 - Resignation/Dismissal

- 19:01** Employees may resign by giving two (2) weeks written notice.
- 19:02** Except in cases of discharge for just cause when no notice is required, employees shall be given two (2) weeks written notice of termination or two (2) weeks pay in lieu of notice.

Article 20 - Layoff and Recall

- 20:01** In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification provided that the employees retained are qualified to perform the work to be done.
- 20:02** If layoff is necessary, the Employer shall advise the Union of the proposed reduction and the employee(s) affected prior to the layoff notice(s) being issued.
- 20:03** Except in circumstances beyond the sole control of the Employer, an employee shall receive written notice from the Employer informing him of the date which he is to be laid off at least four (4) weeks prior to the effective date of the layoff. The notice shall give the reasons for the layoff and the expected duration. If the employee has not been given the opportunity to work the days as provided in this article he shall be paid for the days for which work has not been made available.
- 20:04** Employees laid off shall be placed on the layoff list according to their seniority with a copy of the layoff list being provided to the Union. Laid off employees shall be called back to work to positions for which they are qualified beginning with the most senior employee on the layoff list and descending from there. **Employees shall retain recall rights for twelve (12) months and shall return to active employment within two (2) weeks of receiving notice of recall.**
- 20:05** Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee with the Employer.

- 20:06** New employees shall not be hired to fill positions formerly held by employees on layoff until those laid off have been recalled or have failed to respond to notice of recall.
- 20:07** Laid off employees shall have first preference for temporary employment subject to the availability of such employees. Participation in temporary employment shall in no way negatively affect rights to recall to the employee's regular position.
- 20:08** There shall be no contracting out of bargaining unit work in a manner which would result in the layoff of any present employee.

Article 21 - Respectful Workplace

- 21:01** It is the responsibility of the Employer and all employees to maintain a respectful work environment, free of harassment, discrimination and offensive remarks, materials and behaviours.
- 21:02** EPW will endeavour at all times to provide a work environment that is supportive of both productivity and personal goals, dignity and self-esteem of its employees. This may include a denial of service to clients who have exhibited abusive behaviour towards an employee.
- 21:03** All persons employed by EPW are expected to refrain from actions that offend, embarrass or humiliate others, whether deliberate or unintentional.
- 21:04** No reprisals shall be taken against any person who complains of, reports or participates in the investigation of alleged discrimination or harassment, unless it is found that a complaint is frivolous or has been made for vindictive reasons. In such cases, disciplinary action may be taken.
- 21:05** Definitions - For purposes of this agreement the following definitions apply:
- (a) Discrimination means differential treatment of an individual based on age, gender, marital status, sexual orientation, race, creed, colour, ethnic or natural origin, political or religious affiliation, or disability.
 - (b) Harassment means abusive or unwelcome offensive conduct or comment undertaken or made towards another person, on any of the bases of discrimination listed above, whether directly or indirectly and may include conduct, statement or displayed materials whether oral, written, printed or graphically depicted.
- 21:06** Complaint Procedure
- (a) Employees who believe they have been subjected to discrimination or harassment should:

- (i) Immediately make their disapproval and/or unease known to the person responsible for the action. If the person responsible can be identified;
- (ii) If the activity or behaviour does not stop after the person has been approached or if the employee chooses not to confront the person responsible, speak to the immediate supervisor or the Executive Director, or the Chair of the Board should the incident involve the Executive Director, and confirm the conversation in writing;
- (iii) Keep a record of the date, times, nature of any incident, and witnesses.

Note: If the seriousness of the incident requires immediate action, the employee will inform the Executive Director or the Chair of the Board immediately so immediate remedial action may be taken.

- (b) The Executive Director or the Chair of the Board will take the following steps:
 - (i) Assure the complainant that an objective examination of the complaint shall take place immediately and a decision on appropriate action will be relayed to the parties involved within ten (10) working days;
 - (ii) Advise the person alleged to be responsible that a complaint has been lodged;
 - (iii) Conduct individual interviews with the complainant and the person(s) alleged to be responsible as soon as possible;
 - (iv) Interview any witnesses;
 - (v) Document the situation clearly and completely;
 - (vi) Render a decision and advise the parties of the action to be taken, if any;
 - (vii) Ensure that all information concerning the incident be kept confidential;
 - (viii) If the investigation confirms that discrimination or harassment has occurred, corrective action will be taken;
 - (ix) If the allegations cannot be verified, all parties will be advised;
 - (x) If it is determined that the complaint was frivolous or vexatious, this will be documented in the complainant's Human Resource file. Records relating to frivolous or vexatious complaints shall be removed from the respondent's file and any reference identifying the respondent shall be removed from the complainant's file.

Article 22 - Staff/Management Committee

- 22:01** A Staff/Management Committee shall be constituted consisting of an equal number of representatives of management and of the employees. The representation on the Committee shall be determined by the parties affected. This Committee shall meet within thirty (30) days of the call of either party for the purpose of discussing matters of mutual concern including but not limited to issues of health, safety or labour relations at the workplace. The parties agree that a prepared agenda is to be submitted prior to the Committee meetings.
- 22:02** Meetings held during working hours shall be considered time worked and employees shall not lose pay for attendance at such meetings. Meetings held during off-duty hours will not be considered to be paid time.
- 22:03** Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union. The chairperson's role shall be rotated on a meeting to meeting basis between the management representatives and the employee representatives.
- 22:04** The Committee may make recommendations to the Union and Employer with respect to its discussions and conclusions, but it shall not have jurisdiction over wages or any matter of collective bargaining including the administration of the Collective Agreement. The Committee does not have the authority to bind either party to its decisions or conclusions.

Article 23 - Leaves of Absence

23:01 *Maternity/Parental Leave*

Requests for maternity/parental leave will be submitted at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. The duration of and other conditions pertaining to maternity leave will be in compliance with current Provincial Legislation and Employment Insurance (EI) regulations.

23:02 *Bereavement Leave*

- (a) Leave of absence of up to three (3) days with pay in the case of a death in the immediate family, or any other individual the Executive Director deems to have been of such a relationship to the employee that bereavement leave of up to three (3) days is appropriate, will be granted to employees upon application to the Executive Director. "Immediate family" includes spouse, partner, child, mother, father, sister/brother, grandparent and grandchild.

- (b) Up to two (2) days of additional bereavement leave may be granted where the employee is to attend a funeral at a distance exceeding two hundred (200) kilometres from the employee's residence.

23:03 *Unpaid Leave*

- (a) Unpaid leave of up to one year may be granted at the discretion of the Executive Director.
- (b) An employee granted leave in accordance with :03 (a) hereof shall be entitled to return to the same or equivalent position held immediately prior to the leave. Any person hired to fill the position of the employee on leave shall be hired on a temporary basis, subject to displacement when the employee returns from leave.
- (c) Unpaid leave shall not be granted for purposes of an employee pursuing alternate permanent employment.

Article 24 - Professional Development

- 24:01** Subject to funding availability, EPW will authorize up to six (6) paid days and an allowance of one hundred fifty dollars (\$150.00) per year for full-time employees to engage in employment related courses, seminars and workshops. A pro-rated number of days and allowance is applicable to part-time employees.
- 24:02** Compensatory Time is not applicable to professional development activity pursued after scheduled work hours unless such is done at the request of the Employer.

Article 25 - Transportation Expenses

- 25:01** Employees required to provide a vehicle for business use shall be reimbursed for off site parking expenses incurred while on EPW business.
- 25:02** The reimbursement rate for vehicle use shall be thirty-five cents (\$0.35) per kilometre in the first year of the Collective Agreement and shall be increased by the percentage increase in the Private Transportation Sub-Index of the C.P.I. for Winnipeg in subsequent years, based on the data for the previous twelve (12) months.

Article 26 - Benefits

- 26:01** **The Employer agrees to contribute fifty percent (50%) of the cost of the current benefit program.**

Article 27 - Wages

- 27:01** Employees shall be paid in bi-weekly pay periods in accordance with Appendix "A".
- 27:02** The Employer agrees to provide the Union, within thirty days of the date of the signing of the Collective Agreement, with job descriptions for all full-time and part-time bargaining unit positions.
- 27:03** Where new classifications are to be introduced, the Employer agrees to enter into negotiations with the Union for the purpose of establishing appropriate salary schedules.

Article 28 - Duration of Agreement

- 28:01** This Agreement shall become effective from and including the 1st day of April, 2004 and shall continue in effect up to and including the 31st day of March, 2007 and shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal is given by either party at least thirty (30) days prior to the expiry date thereof.
- 28:02** During the period required to negotiate a renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.
- 28:03** All provisions of this Agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified.
- 28:04** **Notwithstanding the above provisions, either party may, on or before March 1 of each year, give notice to re-open the Collective Agreement for the purpose of negotiating the provisions of Article 7 and/or Appendix "A" only.**

This Agreement executed on the *12th* day of *October*, 2004.

Signed

Board Chair,
Employment Projects of Winnipeg Inc.

Signed

Local President,
Manitoba Government and General
Employees' Union

Signed

Executive Director,
Employment Projects of Winnipeg Inc.

Signed

Staff Representative,
Manitoba Government and General
Employees' Union

Appendix "A"

Effective April 1, 2004

Classification

Employment Facilitator

Employer Liaison Specialist

Computer Instructor

Admin. Assistant I

Admin. Assistant II

Project/Program Coordinator

ESL Instructor

Network Administrator

All pay rates in effect as of March 31, 2004 will remain in effect unless re-negotiated pursuant to the wage re-opener provision contained in Article 28:04. The Employer agrees to consult with the Union in regards to a submission on wages, prior to tabling its funding proposals to Government each year.

Letter of Understanding

During the life of this Agreement, EPW will operate a skeleton staff as determined by the Executive Director on the working days between **December 26 and January 1 each year**. Where possible, each employee will receive equal paid time off during this period.

Signed

On Behalf of Employment Projects of
Winnipeg Inc.

October 12, 2004

Date