

Collective Agreement

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Local 204

April 1, 2015 to March 31, 2018

Table of Contents

| | | |
|------------|---|----|
| Article 1 | Purpose of Agreement..... | 1 |
| Article 2 | Definitions | 1 |
| Article 3 | Recognition and Scope | 3 |
| Article 4 | Duration of Agreement | 3 |
| Article 5 | Membership..... | 4 |
| Article 6 | Management Rights..... | 5 |
| Article 7 | Salary Schedule and Increments | 5 |
| Article 8 | Probation | 6 |
| Article 9 | Vacancies Promotion and Transfers..... | 7 |
| Article 10 | Part-time Employees..... | 8 |
| Article 11 | Term Employees | 11 |
| Article 12 | Casual Employees | 12 |
| Article 13 | Training and Education..... | 14 |
| Article 14 | Safety and Health | 14 |
| Article 15 | Hours of Work..... | 16 |
| Article 16 | Seniority | 17 |
| Article 17 | Overtime | 19 |
| Article 18 | Transportation Allowance | 20 |
| Article 19 | Annual Vacation | 20 |
| Article 20 | Holidays..... | 22 |
| Article 21 | Employee Files / Performance Review / Discipline..... | 24 |
| Article 22 | Grievance Procedure | 25 |
| Article 23 | Arbitration Procedure..... | 27 |
| Article 24 | Occupational Classifications | 27 |
| Article 25 | Sick Leave | 28 |
| Article 26 | Bereavement Leave | 29 |

| | | |
|------------|--|----|
| Article 27 | Maternity Leave / Parental Leave / Compassionate Care Leave..... | 30 |
| Article 28 | Leave of Absence..... | 32 |
| Article 29 | Layoff..... | 33 |
| Article 30 | Resignations | 34 |
| Article 31 | Union Business | 35 |
| Article 32 | Bulletin Board | 36 |
| Article 33 | Labour Management Committee | 36 |
| Article 34 | Sub-Contracting Out..... | 36 |
| Article 35 | Technological Change | 38 |
| Article 36 | No Discrimination and Harassment | 39 |
| Article 37 | Workers Compensation..... | 40 |
| Article 38 | Footwear / Clothing..... | 40 |
| Article 39 | Retroactive Wages | 41 |
| | Letter of Understanding..... | 43 |
| | Re: Local Issues | |
| | Letter of Understanding..... | 44 |
| | Re: Self Sustainability | |
| | Letter of Understanding..... | 46 |
| | Re: Work Experience | |
| | Letter of Understanding..... | 47 |
| | Re: Minimum Wage | |
| | Letter of Understanding..... | 48 |
| | Re: Recruitment and Retention | |
| | Letter of Understanding..... | 49 |
| | Re: Job Sharing | |
| | Letter of Understanding..... | 50 |
| | Re: Sub Contracting Out | |
| | Appendix “A” - Wages | 51 |
| | Appendix “B” - Benefits | 52 |
| | Dental Plan..... | 52 |

Group Life Insurance 52
Pension Plan..... 52
Long Term Disability..... 52

*All changes appear in **bold**.

Alphabetical Table of Contents

| | | |
|------------|---|----|
| Article 19 | Annual Vacation | 20 |
| Article 23 | Arbitration Procedure..... | 27 |
| Article 26 | Bereavement Leave | 29 |
| Article 32 | Bulletin Board | 36 |
| Article 12 | Casual Employees | 12 |
| Article 2 | Definitions | 1 |
| Article 4 | Duration of Agreement | 3 |
| Article 21 | Employee Files / Performance Review / Discipline..... | 24 |
| Article 38 | Footwear / Clothing..... | 40 |
| Article 22 | Grievance Procedure | 25 |
| Article 20 | Holidays..... | 22 |
| Article 15 | Hours of Work..... | 16 |
| Article 33 | Labour Management Committee | 36 |
| Article 29 | Layoff..... | 33 |
| Article 28 | Leave of Absence..... | 32 |
| Article 6 | Management Rights..... | 5 |
| Article 27 | Maternity Leave / Parental Leave / Compassionate Care Leave..... | 30 |
| Article 5 | Membership..... | 4 |
| Article 36 | No Discrimination and Harassment | 39 |
| Article 24 | Occupational Classifications | 27 |
| Article 17 | Overtime | 19 |
| Article 10 | Part-time Employees..... | 8 |
| Article 8 | Probation | 6 |
| Article 1 | Purpose of Agreement..... | 1 |
| Article 3 | Recognition and Scope | 3 |
| Article 30 | Resignations | 34 |
| Article 39 | Retroactive Wages..... | 41 |

| | | |
|------------|--|----|
| Article 14 | Safety and Health | 14 |
| Article 7 | Salary Schedule and Increments | 5 |
| Article 16 | Seniority | 17 |
| Article 25 | Sick Leave | 28 |
| Article 34 | Sub-Contracting Out | 36 |
| Article 35 | Technological Change | 38 |
| Article 11 | Term Employees | 11 |
| Article 13 | Training and Education..... | 14 |
| Article 18 | Transportation Allowance..... | 20 |
| Article 31 | Union Business | 35 |
| Article 9 | Vacancies Promotion and Transfers..... | 7 |
| Article 37 | Workers Compensation..... | 40 |
| | Letter of Understanding..... | 43 |
| | Re: Local Issues | |
| | Letter of Understanding..... | 44 |
| | Re: Self Sustainability | |
| | Letter of Understanding..... | 46 |
| | Re: Work Experience | |
| | Letter of Understanding..... | 47 |
| | Re: Minimum Wage | |
| | Letter of Understanding..... | 48 |
| | Re: Recruitment and Retention | |
| | Letter of Understanding..... | 49 |
| | Re: Job Sharing | |
| | Letter of Understanding..... | 50 |
| | Re: Sub Contracting Out | |
| | Appendix “A” Wages | 51 |
| | Appendix “B” Benefits..... | 52 |
| | Dental Plan | 52 |
| | Group Life Insurance | 52 |

Pension Plan..... 52
Long Term Disability..... 52

*All changes appear in **bold**.

This Agreement made and entered into on this ____ day of _____ 2016.

between

DC Café Inc.

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

Article 1 Purpose of Agreement

1:01 The purpose of the Collective Agreement between the Employer and the Union is to establish and to maintain mutually satisfactory relations and to recognize the mutual value of joint discussions and negotiations with respect to rates of pay and working conditions for employees, to encourage efficiency of operations and to provide appropriate procedures for the prompt resolution of grievances and problems, realizing that the first consideration is the quality of client/customer services in the facility.

Article 2 Definitions

- 2:01**
- (a) “Anniversary Date” means the employee’s date of employment with the Employer.
 - (b) “Employer” means DC Café Inc.
 - (c) “Full-time Employee” means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 15. A full-

time employee is covered by all provisions of this Agreement, unless otherwise specified.

- (d) “Part-time Employee” means an employee who is scheduled on a regular on-going basis but who works less than the regular hours described in Article 15. A part-time employee is covered by all provisions of this Agreement but receives benefits on a pro rata basis unless otherwise specified.
- (e) “Temporary Employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.
- (f) “Classification” means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required to be given the same job title, to have the same education and experience requirements and to receive the same rates of compensation.
- (g) “Employee” means a person who is employed by the Employer to carry out the duties of a position included in the bargaining unit represented by the Union and who is not excluded.
- (h) “Holiday” means a day off work with full pay subject to the provisions of Article 20.
- (i) “Increment” means an increase in the rate of pay for an employee to the next higher rate of pay in the pay range for the employee’s classification.
- (j) “Position” means a job or position of employment covered by this Agreement.
- (k) “Representative” means a steward or staff representative of the Union.
- (l) “Day or Days” referred to in this Agreement are calendar days unless expressly stated otherwise.
- (m) “Working Days” referred to in this Agreement are days excluding Saturday, Sunday and Holidays.

- (n) “Union” means the Manitoba Government and General Employees’ Union.
- (o) “Demotion” means the involuntary movement of an employee by the Employer from one position to another having a lower maximum salary.
- (p) “Promotion” means the movement of an employee from one (1) position to another having a higher maximum salary.
- (q) Where the singular and masculine expressions are used, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

All references to gender in this Agreement will be in the feminine.

Article 3 Recognition and Scope

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board Certificate #5631, or as may be granted voluntary recognition by the Employer and identified in Appendix “A”.
- 3:02** Persons employed by the Employer whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training or emergency. (See Letter of Understanding.)

Article 4 Duration of Agreement

- 4:01** (a) This Agreement shall be in full force and effect from April 1, **2015** to March 31, **2018**.
- (b) The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lock-out, whichever occurs first.

- (c) The parties shall provide their respective proposals for amendments to the expiring Agreement at the first negotiation session. This does not preclude the right of either party to amend, clarify, withdraw or introduce additional proposals as may be required to reach agreement.
- (d) The Union agrees to give the Employer at least fourteen (14) days written notice as to the intended time and date of strike action.
- (e) The Employer agrees to give the Union at least fourteen (14) days written notice as to the intended time and date of lock-out.

4:02 Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, serve to inform the other party of its intention to enter into collective bargaining for a renewal, or a revision and renewal of this Agreement.

4:03 This Agreement may be amended during its term by mutual agreement.

4:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

Article 5 Membership

5:01 Upon the signing of this Agreement, the parties hereto agree that all new employees may make application for Union membership and sign Union membership cards within fifteen (15) days of appointment to a position covered by this Agreement.

5:02 The parties further agree that all employees who have become members of the Union shall as a condition of employment remain members of the Union.

5:03 The Employer agrees to deduct from each employee, in accordance with instructions received from the Union, the amount of regular bi-weekly dues payable to the Union. For new employees, dues deduction will begin on the

first pay period following appointment to a position covered by this Agreement.

- 5:04** The Employer will remit to the Union monthly, any dues deducted along with a list of employees for whom deductions have been made. Home addresses and telephone numbers will be included where authorized by the employee.

Article 6 Management Rights

- 6:01** 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, without limiting the generality of the foregoing:

- (a) the right to maintain efficiency and quality of client services;
- (b) the right to direct the workforce;
- (c) the right to hire, classify, assign to positions, promote and demote;
- (d) the right to layoff;
- (e) the right to determine job content and number of employees;
- (f) the right to discipline, suspend and discharge for just cause;
- (g) the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

- 6:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 7 Salary Schedule and Increments

- 7:01** Employees shall be paid in bi-weekly pay periods in accordance with the salary ranges set forth in Appendix "A".

- 7:02** Employees shall receive salary **increments based on the calculation from the date of their last increment, or his/her starting date on the basis of**

one (1) increment for each equivalent annual full time hours worked or one (1) year of service, whichever occurs later.

- 7:03** When an employee is promoted and where the pay range of the new position permits, she shall be paid at the rate which is next higher to the rate she was receiving in her former position.
- 7:04** Increments may be withheld for unsatisfactory performance provided the employee is notified in writing of such intention to withhold at least fourteen (14) days prior to the employee's anniversary date. Such notice will itemize the reasons therefore.
- 7:05** An increment that has not been granted for any reason may be granted to the employee on the first day of the month following the date when the reason(s) for not granting the increment is remedied.
- 7:06** The Employer at its own option will have the prerogative to advance to an employee an increment prior to her anniversary date.

Article 8 Probation

- 8:01** All new employees shall be on probation for three (3) months (four [4] months for part-time employees) from the date of appointment to a position.
- 8:02** The manager may extend an employee's probation for up to three (3) months (four [4] months for part-time employees). The employee will be notified in writing of the reasons for the extension.
- 8:03** An employee who is rejected during the probation period shall have the right to grieve the rejection at Step 2 of the Grievance/ Arbitration Procedure. The decision at Step 2 shall be final for such grievances.
- 8:04** The rejection on probation of an employee is not arbitrable.
- 8:05** Upon satisfactory completion of the probationary period, seniority shall be calculated in accordance with the provisions of Article 16:01.

8:06 An employee who has attained seniority shall not be required to serve a further probation period when the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities.

8:07 An employee who is being rejected during the employee's probation period shall be provided with one (1) weeks' notice or payment in lieu thereof.

Article 9 Vacancies Promotion and Transfers

9:01 Vacancies shall be filled by lateral transfer, based on seniority or as follows:

9:02 When a vacancy is declared or a new position covered by this Agreement is created, the Employer shall post on the bulletin board a notice in writing for a minimum of **seven (7)** days. The Employer may proceed simultaneously to advertise such vacancies. The Union will be sent a copy of all postings.

9:03 Posted notices of position shall contain information on the nature of position, classification, qualifications, required physical condition and salary rates or range. Qualifications may not be established in an arbitrary or discriminatory manner.

9:04 Where an employee has submitted an application to a posted position, the Employer shall issue a written reply to the employee advising her of the outcome not more than five (5) days after the competition has been finalized. An employee who is notified that she is an unsuccessful applicant for a posted position shall be supplied with the reasons in writing within five (5) days of making a written request to her immediate supervisor. Such a request must be made within five (5) days of receipt of the notification that the employee was an unsuccessful applicant.

9:05 The selection of employees applying for vacant or new positions shall be on the basis of ability, work performance and seniority. Where ability and work performance are relatively equal, seniority will be the determining factor in the selection.

- 9:06** When there is no response to a bulletin or a bulletin fails to provide suitably qualified personnel, the Employer may proceed to hire through competition, persons who are not presently employed by the Employer. Recruitment of personnel from outside of the Employer shall be on the basis of ability and qualifications.
- 9:07** The successful applicant to a posted position, shall be placed on a trial period of three (3) months, (four [4] months for part-time employees). Conditional upon satisfactory performance, the successful applicant shall become permanent in the position after completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee finds himself unable to perform the duties of the new position, she shall be returned to her former occupational classification at her former salary without loss of seniority. Any other employee promoted or transferred as a result of the successful application shall be returned to her former occupational classification at her former salary without loss of seniority.
- 9:08** Where an employee is demoted, she shall be placed at the rate in the new position which is next lower to the rate she was receiving in her former position.
- 9:09** The Union shall be notified forthwith in writing of all appointments, hiring, layoffs, transfers, recalls and terminations of employment covered by this Agreement.

Article 10 Part-time Employees

- 10:01** Unless otherwise specified, part-time employees will receive a pro-rata share of salary and annual vacations.
- 10:02** Part-time employees will be paid four point two five percent (4.25%) of their basic rate of pay in lieu of time off with pay on general holidays. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

10:03 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

10:04 (a) A part-time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at her basic rate of pay if she is sent home due to lack of work.

(b) Part-time employees working occasional additional shifts in accordance with Article 10:09 shall be paid only in respect of hours actually worked.

10:05 **Annual Vacations**

Part-time employees shall earn vacation on a pro-rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

10:06 Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

10:07 **Overtime**

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 15.

10:08 (a) A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement which shall be considered their regular part-time assignment.

(b) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours, and they shall be given preference of such shifts over casual employees.

- (c) It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (d) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (e) The following provisions will apply to part-time employees who request to work additional hours:
 - (i) Where a part-time employee is unable to work all or part of an additional shift for any reason, payment shall be made only in respect of hours actually worked;
 - (ii) Additional hours worked by a part-time employee shall be included in the determination of seniority;
 - (iii) Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation and general holiday pay;
 - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional shifts.

10:09 All hours worked by part-time employees inclusive of extra shifts and overtime will be counted for the purpose of progression on steps in accordance with Appendix "A".

10:10 As per Article 7, a part-time employee shall receive increments (calculated from the date of her last increment, or her starting date as the case may be), on the basis of one (1) increment for each equivalent annual full-time hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

10:11 An employee shall become eligible for sick leave pay upon the completion of a four (4) month probationary period.

Article 11 Term Employees

11:01 A “term position” shall be for a specific time period or until completion of a particular project within a specific department, for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above, exists, the position shall be posted in accordance with Article 9. Upon completion of the original term position, the employees shall be returned to their former positions.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours’ notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leaves provides the Employer, as referenced above.

In case of employee on maternity or paternal leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 28:06, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to a minimum notice of two (2) weeks or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

A term employee who applies for and is awarded a permanent position prior to the end of her period of term employment, shall have her service connected for seniority purposes.

A term employee who applies for and is awarded a term position prior to the end of her period of term employment, shall have her service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of the expiry of the original term position.

An employee in a term position shall be required to complete the term before being considered for other term positions within the bargaining unit.

Article 12 Casual Employees

- 12:01** “Casual Employee” means an employee who normally works less than the full daily, weekly or monthly hours of work, as the case may be, and whose work is irregular or non-recurring or does not follow an on-going, predetermined schedule of work on a regular and recurring basis. A casual employee shall not attain seniority and the provisions of this Agreement do not apply to casual employees except as stated expressly.
- 12:02** (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate of one and a half times (1½x) their basic rate of pay, and in addition shall **receive four point six two percent (4.62%) in lieu of Statutory Holidays on each pay.**
- (d) Casual employees shall be entitled to overtime in accordance with Article 16.
- (e) Casual employees are not guaranteed any specific number of hours. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.

- (f) The Employer agrees to deduct Union dues from casual employees in accordance with Article 5.
- (g) The grievance and arbitration provisions of this Agreement apply to casual employees only in respect of matters covered in this Article. 10
- (h) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate.
- (j) No employees shall be disciplined or dismissed without just cause.

All disciplinary notices shall be confirmed in writing to the employee with a copy sent to the Union and placed in the personnel file.

Where disciplinary action has been taken, the employee shall be advised in writing of the action taken and the reasons therefore. The employee shall sign a copy only to acknowledge receipt. A copy shall be forwarded to the Union unless the employee elects otherwise.

In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if she so desires.

An employee who alleges that he/she has been disciplined or dismissed without just cause shall submit a grievance in accordance with the Grievance Procedure.

Article 13 Training and Education

13:01 Where required by the Employer, time spent by an employee attending a meeting, conference, workshop, seminar, course or program outside of working hours, shall be paid at her regular rate of pay and the employee shall be reimbursed for all reasonable out-of-pocket expenses as provided below provided advance approval has been obtained and conditional upon successful completion:

- (a) Tuition;
- (b) Books and material;
- (c) Travel expenses;
- (d) Parking;
- (e) Any other related expenses.

13:02 On the job training required by the Employer, shall be considered as time worked.

13:03 If an employee wishes to take a course outside of working hours and if before the employee takes the course, the manager or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee fifty percent (50%) of the tuition fee to a limit of two hundred dollars (\$200) payable upon proof of successful completion of the course. This allowance will be limited to one (1) course in each year of the Agreement. If the employee voluntarily resigns within a period of one (1) year following completion of the course the portion of tuition contributed by the Employer must be repaid on a pro-rata basis.

Article 14 Safety and Health

14:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and

that these activities require the combined efforts of the Employer, employees and the Union.

- 14:02** The Employer will continue to provide its employees with safe working conditions, and safety training equipment and materials and will continue to ensure that all reasonable precautions are taken.
- 14:03** There shall be a Workplace Safety and Health committee comprised of one (1) employee and one (1) management representative. The objectives of the committee shall be to promote health and safety, address related concerns and promote safety and health education and training in the workplace. The Committee shall meet quarterly. Detailed minutes shall be kept and posted.
- 14:04** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition:
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor;
 - (b) The supervisor upon being notified under (a) shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a safety and health committee at the workplace the co-chair persons may be asked to participate;
 - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Branch without delay.
- 14:05** If the employee refuses to work there shall be no disciplinary action taken as a result, but the employee must be available to perform other work assigned.

- 14:06** Where an employee has refused to perform work in accordance with Article 14:04, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 14:07** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 14:04.
- 14:08** Where an employee wilfully takes unfair advantage of the provisions described in Article 14:04, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 15 Hours of Work

- 15:01** Regular hours of work for DC Café employees, shall be:
- (a) Eight (8) hours per day including meal and rest periods; and
 - (b) Forty (40) hours per week; and
 - (c) Eighty (80) hours bi-weekly;
 - (d) 2,080 per year.
- 15:02** The one-half (1/2) hour unpaid meal period for DC Café employees may be taken away from the workstation and will be scheduled by the Employer.
- 15:03** All employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day taken at such times as may be specified by the employees' manager or immediate supervisor.
- 15:04** Where the Employer and the employee or group of employees consider it desirable to establish a work day, work week or work schedule other than as described in this Article, any such change shall be by mutual agreement of the parties hereto.
- 15:05** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period.

Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.

- 15:06** Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.

Shift exchanges can only be made between full time and part time staff members. In addition shift exchanges will not be approved that would put the employee(s) into an overtime situation according to Employment Standards.

- 15:07** Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

- 15:08** Shift changes only allowed between full and part-time employees.

- 15:09** **Additional shifts will be offered in order of seniority.**

Article 16 Seniority

- 16:01** “Seniority” for employees shall be defined as accumulated length of regular hours since the last date of employment with the Employer.

- 16:02** The Employer will post a current seniority list once per annum, including all employees, along with their hours worked. The Union will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The seniority list will be posted April 1 of each year and a copy will be given to the local president.

- 16:03** Seniority will terminate if an employee:

- (a) Resigns;
- (b) Is terminated and not reinstated under the grievance procedure;
- (c) Is laid off for more than three (3) years;

- (d) Fails to report for duty within seven (7) days after layoff after notification to do so;
- (e) Fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension;
- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

Termination of seniority is equivalent to termination of employment.

16:04 Seniority will be retained, but will not accrue, if an employee:

- (a) Is on any unpaid leave of absence approved by the Employer of more than four (4) weeks;
- (b) Is laid off for more than four (4) months and not more than three (3) years;
- (c) Is on educational leave of two (2) years or more;
- (d) Is on a trial period of an out-of-scope position.

16:05 Seniority will continue to accrue if any employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on Workers Compensation;
- (c) Is laid off for four (4) months or less;
- (d) Is on an educational leave of absence for a period of up to two (2) years;
- (e) Is on an unpaid leave of absence of four (4) weeks or less;
- (f) Is on any period of maternity or parental leave.

16:06 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year such as vacation is based strictly on regular paid hours including any period of:

- (a) Paid leave of absence;
- (b) Unpaid leave of absences up to four (4) weeks;
- (c) Workers Compensation up to one (1) year in that appropriate time period.

Article 17 Overtime

17:01 Overtime shall mean any authorized time worked in excess of regular hours established under Article 15.

A supervisor authorized to do so, may require an employee under the supervisor's authority to work overtime. Except in emergency situations, a supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.

17:02 Overtime rates shall be:

- (a) Employees shall receive one and one-half times ($1\frac{1}{2}x$) their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day;
- (b) Employees shall receive double time ($2x$) their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (1) day;
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two times ($2x$) the employee's basic salary;
- (d) All overtime worked on a General Holiday shall be paid at two and one-half times ($2\frac{1}{2}x$) the employee's basic rate of pay.

17:03 Employees working two (2) consecutive full shifts will be paid at double time ($2x$) for the second shift.

17:04 An employee performing overtime for a period in excess of two (2) hours, in succession with his regular shift, shall be granted a hot meal or if this is not possible with a meal allowance of seven dollars and fifty cents (\$7.50).

- 17:05** Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work.
- 17:06** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off **or paid out** at applicable overtime rates.
- 17:07** An employee who has completed her regular shift and has left the premises and is then called back to work shall be paid a minimum of three (3) hours at the applicable overtime rate. Where an employee is called to work within two (2) hours of the commencement of her next scheduled shift, she will be paid at the applicable overtime rate for all hours worked prior to the start of the shift. Where an employee is called back to attend a mandatory meeting, he shall be paid a minimum of two (2) hours at the applicable straight time rates.
- 17:08** The Employer shall provide suitable parking facilities for employees who are required to return to the facility at no cost to the employee.

Article 18 Transportation Allowance

- 18:01** Employees required to use their own personal vehicle for Employer business which has been preauthorized by the Employer, shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of three dollars and fifty cents (\$3.50) per return trip.

Article 19 Annual Vacation

- 19:01** Annual vacation shall be earned and calculated during the period between May 1 and April 30. Vacation earned in any vacation year is taken in the following vacation year **unless otherwise mutually agreed**.

Length of Continuous Service Rate at Which Vacation Earned

After one (1) year: Two (2) weeks at 3.846% of regular paid hours

| | |
|---------------------------|---|
| After three (3) years: | Three (3) weeks at 5.769% of regular paid hours |
| After ten (10) years: | Four (4) weeks at 7.692% of regular paid hours |
| After fifteen (15) years: | Five (5) weeks at 9.615% of regular paid hours |
| After twenty (20) years: | Six (6) weeks at 11.538% of regular paid hours |

19:02 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation. The employee shall have the right to indicate which day of the week her/his vacation begins.

19:03 Vacation accrual and vacation allowance shall be calculated on the following basis:

Basic pay includes regular hours worked at regular pay, leave with pay, and vacation allowance.

(a) The Employer shall post the projected entitlement list not later than March 1 each year. Employees will be allowed to express their vacation preferences before April 1. The Employer will post an approved vacation schedule not later than April 30 having considered departmental operating requirement, circumstances and preference of each employee and seniority;

(b) Vacations, once approved, will not be rescheduled except in an emergency or where the employee and the Employer mutually agree.

19:04 An employee who has not completed one (1) year continuous service by March 31 shall be granted vacation on a pro-rata basis.

19:05 Employees will receive their vacation allowance on or before the day preceding the day their vacation begins if application is made in writing to the Employer at least two (2) weeks prior to the commencement of vacation.

19:06 Where an employee is absent and in receipt of Workers Compensation benefits, vacation leave shall accumulate to a maximum of twelve (12) consecutive months from the date the absence due to disability commenced.

- 19:07** An employee who fails to indicate her choice of vacation by March 31 of any year shall not have preference in choice of vacation time, where other employees have indicated their preference.
- 19:08** Where an employee is subpoenaed for jury duty during her period of vacation there shall be no deduction for vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year.
- 19:09** An employee may elect to have up to five (5) days of earned vacation carried over to the following fiscal year.
- 19:10** Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. Days retained for this purpose are part of the vacation entitlement set forth in Article 19:01. Should an employee elect to retain vacation days, one (1) week (seven [7] calendar days) of vacation shall be reduced by the number of days retained.
- 19:11** An employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in Article 19:10.

Article 20 Holidays

- 20:01** (a) Employees shall receive each year the following paid holidays:

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

Any other holiday proclaimed by Federal or Provincial Government.

- (b) For employees who are scheduled to work on that day, Remembrance Day shall also be observed as a paid holiday.
- 20:02** An employee required to work on a paid holiday will be paid at the rate of one and one-half times (1½x) her basic rate of pay.
- 20:03** When a paid holiday falls within the vacation period of an employee, one (1) additional day shall be added to the employee's vacation entitlements in lieu of the statutory holiday.
- 20:04** A full-time employee required to work on a paid holiday will also be granted an alternate day off with basic pay within thirty (30) days before or ninety (90) days after the holiday. If a compensating day is offered but by mutual agreement not taken, a full-time employee shall receive an additional day of pay at her basic rate.
- 20:05** A day off given in lieu of a paid holiday shall be added to a weekend off or to scheduled days off unless otherwise mutually agreed.
- 20:06** (a) Full-time employees shall be entitled to bank up to five (5) alternate days off in lieu of paid holidays for the employee's future use at a time mutually agreed between the employee and the Employer. If compensating time off is impractical to schedule by March 31 of any year, the employee shall receive her regular rate of pay for all days banked.
- (b) In the event that an employee is terminated, the banked general holiday time shall be paid out at the final rate in effect for the employee.
- 20:07** The Employer will endeavour to ensure that all employees receive at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

- 20:08** The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 20:09** Upon request, an employee may be permitted to retain her regular vacation or banked time up to a combined maximum of three (3) days for the purpose of taking such time for personal reasons such as religious observance or special occasions subject to advance notice being given in order to accommodate schedules.

Article 21 Employee Files / Performance Review / Discipline

- 21:01** There shall be one (1) personnel file maintained for each employee.
- 21:02** Upon written request, and in the presence of an authorized representative of the Employer, an employee, who may be accompanied by a Union Representative, shall be given the opportunity to examine and receive copies of any document which is contained in her personnel file.
- 21:03** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and when possible shall give the employee advance notice of the nature of the complaint. **The employee may be accompanied at the meeting by a Union Representative if she so desires.**
- 21:04** All disciplinary notices shall be confirmed in writing to the employee with a copy sent to the Union and placed in the personnel file.
- 21:05** When a formal assessment of an employee's performance is made, the employee shall be given an opportunity to sign the completed form in order to indicate its contents have been read. The employee shall have the right to place her own comments in a space provided prior to signing. The employee shall receive a copy.

- 21:06** No employee shall be disciplined or dismissed without just cause.
- 21:07** Where disciplinary action has been taken, the employee shall be advised in writing of the action taken and the reasons therefore. The employee shall sign a copy only to acknowledge receipt. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 21:08** An employee who alleges that she has been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 22.

Article 22 Grievance Procedure

- 22:01** The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievances of employees within the bargaining unit.
- 22:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- 22:03** An employee has the right to representation by a Union representative at any stage in the grievance procedure.
- 22:04** “Grievance” means a complaint in writing with respect to an alleged violation or misinterpretation of an article under this Agreement.
- (a) A grievance must be in writing and may be presented by an employee on her own behalf or by a steward on behalf of the employee or group of employees;
 - (b) The written description of the nature of the grievance shall be sufficiently clear and shall state the redress requested;
 - (c) If the grievance relates to an Article(s) of the Agreement, such Article(s) shall be so stated in the grievance;

- (d) At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance without changing its substance;
- (e) A grievance alleging unjust discipline or discharge shall be instituted at Step 2.

Step 1

The employee and/or steward and/or Union representative, within fourteen (14) days of becoming aware of the issue that gave rise to a grievance, shall present the grievance to the immediate supervisor or designate, who shall sign for receipt. From the date of issue of the receipt, the supervisor or designate shall within fourteen (14) days, hold a hearing and discuss the matter with the employee and/or steward and/or Union representative and issue a decision in writing to the employee with a copy to the steward or Union representative.

Step 2

Where the decision in Step 1 is unsatisfactory to the employee and/or the Union representative, the employee and/or Union representative shall within fourteen (14) days of the receipt of the decision at Step 1, or if no decision is received within the time limits specified, present the grievance to the manager or designate who shall sign for receipt of same. The manager or designate shall within twenty-one (21) days hold a hearing and discuss the matter with the employee and/or Union representative, and issue a decision in writing within fourteen (14) days of the hearing to the employee with a copy to the Union representative.

- (a) “Policy Grievance” means a complaint in writing presented by the Union concerning the application or interpretation of an Article of this Agreement. Such grievances shall be instituted at Step 2.

22:05 The time limits in both the grievance and arbitration articles may be extended by mutual agreement and shall be confirmed in writing.

Article 23 Arbitration Procedure

- 23:01** In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement, is not settled through the grievance procedure to the satisfaction of either party, that party shall within fourteen (14) days of receipt of a final decision by the other party give notice of its intention to submit the grievance to arbitration.
- 23:02** Within fourteen (14) days of receipt of the notice referring a grievance to arbitration, the parties shall select a sole arbitrator to hear and determine the grievance.
- 23:03** Failing agreement the appointment of a sole arbitrator shall be made by the Chairperson of the Manitoba Labour Board upon the request of either party.
- 23:04** The fees and expenses of the sole arbitrator shall be shared equally by the parties. Each party shall be responsible for the pay and expenses of witnesses they call. Employees will be allowed leave without loss of regular pay for the purpose of testifying at the arbitration.

Article 24 Occupational Classifications

- 24:01** The occupational classifications and salary ranges for employees shall be as set forth in Appendix "A" attached to and forming part of this Agreement.
- 24:02** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 24:03** An employee shall have the right to request a review of her classification if she feels she has been improperly classified, or if she feels that the duties of the job have changed substantially.
- 24:04** Unless otherwise agreed, adjustments of salary achieved by negotiation or otherwise will be retroactive to the date of the written request.

- 24:05** Where the Union objects to the proposed salary range of a new or revised classification or where an employee requests a review of her classification the Employer will examine the duties of the classification and give a decision. A meeting will be held upon request of either party.
- 24:06** If the decision is not satisfactory to the employee of the Union the matter may be referred to the grievance and arbitration procedure.
- 24:07** The Employer reserves the right to assign duties and responsibilities, and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.
- 24:08** The Employer agrees to provide the Union with a current copy of job descriptions for all classifications for which the Union is the certified bargaining agent within one hundred twenty (120) days of the signing of the Collective Agreement.
- 24:09** The Employer further agrees to provide the Union and the affected employee(s) with copies of any subsequent amendments to these job descriptions within sixty (60) days following their revision.

Article 25 Sick Leave

- 25:01** An employee shall become eligible for sick leave pay upon the completion of a three (3) month probationary period.
- 25:02** Sick leave is calculated on the basis on one and one-quarter (1¹/₄) days for each month of continuous service. Permanent part-time employees earn sick leave credits on a pro-rated basis.
- 25:03** Employee may receive pay while on authorized sick leave to the accumulated amount of their sick leave credits. A doctor's certificate may be required at any time, but is definitely required after three (3) consecutive days of illness. Absence due to sickness on the forth and subsequent days could result in non-payment of salary for the days in excess of three (3), if verification of illness is not obtained from a physician.

- 25:04** A doctor's certificate is required in the event of a planned extended leave of absence due to illness.
- 25:05** An employee may be dismissed for abuse of sick leave.
- 25:06** Employees may use up to five (5) days sick leave credits in any one (1) calendar year for sudden, serious illness of a spouse, child or parent. Sick leave credits that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days earned in excess of twelve (12) days per year of employment thereafter.
- 25:07** When an employee is unable, or expects to be unable, to report on duty due to illness this fact must be reported to his/her immediate supervisor.

Prior to the Day shift: One and **one half (1 ½)** hour

Prior to the Evening shift: **Three (3)** hours

Due to extenuating circumstances, at the sole discretion of the employer, an employee will not have sick leave pay withheld if proper notification is not provided.

Article 26 Bereavement Leave

- 26:01** An employee shall be granted up to four (4) consecutive days leave without loss of basic pay and benefits in the case of the death of a parent, step parent, spouse, **common-law spouse, same sex partner**, child, step child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, **aunt, uncle**, former guardian, fiancé, and any other relative who has been residing in the same household. **Such days may be taken only in the period which extends from the date of death up to and including the day following internment or four (4) calendar days following the death, whichever is greater.**

- 26:02** Bereavement leave may be extended by up to two (2) additional consecutive days without loss of basic pay and benefits as may be necessitated by reason of travel to attend the funeral of a person named above.
- 26:03** An employee must notify her supervisor at the earliest possible opportunity regarding the need for bereavement leave.
- 26:04** (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day without loss of basic pay will be granted to an employee to attend a funeral as a pallbearer.
- (b) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day without loss of basic pay may be granted to an employee to attend a funeral as a mourner.

Article 27 Maternity Leave / Parental Leave / Compassionate Care Leave

- 27:01** In order to qualify for maternity leave a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer; and
- (b) Submit to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 27:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 27:01(c); or

- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 27:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

Parental Leave

- 27:03** In order to qualify for Parental Leave, an employee must:
- (a) Be the natural parent of a child; or
 - (b) Adopt a child under the law of a province.
- 27:04** An employee who qualifies under Article 27:03 must have completed seven (7) consecutive months of employment and submit to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave.
- 27:05** An employee who qualifies in accordance with Articles 27:03 and 27:04 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 27:06** Subject to Article 27:07 Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 27:07** Maternity leave and parental leave must be taken in one (1) continuous period unless otherwise approved by the Employer.
- 27:08** A male employee shall be granted leave with pay up to a maximum of one (1) day for needs directly related to the birth of her child.
- 27:09** An employee shall be granted one (1) day leave with pay to attend to the needs directly related to the adoption of a child. The employee may be required to furnish proof of adoption.

27:10 An employee who has been granted maternity/parental leave shall be permitted to apply up to a maximum of ten (10) days of his/her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be prorated for part-time employees.

Compassionate Care Leave

27:11 Employees who qualify for and abide by the pre-requisites of the Compassionate Care Leave provisions of the Employment Standards Code will be entitled to an unpaid leave of up to eight (8) weeks in a period of twenty-six (26) weeks for the purpose of providing compassionate care.

Article 28 Leave of Absence

28:01 Except in emergencies, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the supervisor at least thirty (30) days in advance. The Employer shall notify the employee of the decision in writing without undue delay.

28:02 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.

28:03 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.

28:04 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.

28:05 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

- 28:06** An employee on any leave of absence up to one (1) year covered by this Collective Agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.
- 28:07** An employee required to serve as a juror or subpoenaed as a witness for the Crown shall receive a leave of absence at her basic rate of pay and remit to the Employer any payment received except reimbursement of expenses.
- 28:08** An employee shall be entitled to a leave of absence without pay, subject to operational requirements, to write examinations to upgrade her employment.

Article 29 Layoff

- 29:01** In the event of a layoff or deletion of an occupied position, employees shall receive four (4) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employees concerned and a copy of the notice shall be forwarded to the Union.
- 29:02** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 9:02 of the Collective Agreement.
- 29:03** Employees laid off in accordance with Article 29:01 shall be recalled in order of seniority to available positions in equivalent or lower classifications provided they are qualified and able to perform the required work.
- 29:04** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 29:05** As per Article 29:04 above, the employee must communicate with the Employer within seven (7) days of her notice of recall being delivered to her recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.

- 29:06** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 29:05;
 - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
 - (c) A thirty-six (36) month period has elapsed since the date of layoff, as per Article 16:03(c).
- 29:07** Where the EFT of an employee is reduced due to layoff or deletion of an occupied position, the employee shall have priority to work additional available shifts in accordance with the provisions of Article 10:08 until such time as she is given an opportunity to revert to her former EFT.

Article 30 Resignations

- 30:01** An employee may terminate her employment with the Centre by giving two (2) weeks written notice, exclusive of vacation.
- 30:02** 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; or
 - (c) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 30:03** The Employer will make available, within seven (7) days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.
- 30:04** An employee may, with the approval of the Employer, withdraw her notice of resignation at any time before her resignation becomes effective.

Article 31 Union Business

- 31:01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. Unless especially provided for in this section or elsewhere in this Agreement, or otherwise agreed to, any such activity shall not occur during working time.
- 31:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 31:03** The Union agrees to provide the Employer with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 31:04** Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they shall be allowed time off on a wage recovery basis subject to Union approval.
- 31:05** When it is necessary for a steward to investigate a complaint or grievance during working hours, she shall obtain advance approval from her supervisor for the time required which shall be without loss of basic pay. The steward shall notify her supervisor upon return. Such permission shall not unreasonably be sought or withheld.
- 31:06** Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union. The Union will provide the Employer with written confirmation of date requests.

- 31:07** An employee who is elected or appointed to a full-time position with the Union shall be granted a leave of absence on a wage recovery basis and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee may receive pay as provided in this Agreement subject to recovery of payroll and related costs by Employer for the Union.
- 31:08** A representative of the Union will be granted up to thirty (30) minutes during orientation of a new employee to familiarize her with the Union and this Agreement.

Article 32 Bulletin Board

- 32:01** The Employer agrees to allow the Union use of space on a bulletin board for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of Employer.

Article 33 Labour Management Committee

- 33:01** The Employer and the Union agree to the formation of a Labour Management Committee in order that matters of a mutual concern can be discussed.
- 33:02** The Committee shall meet at the call of either party at a mutually agreeable time and the notice of meeting shall include an agenda or statement of purpose therefore.
- 33:03** The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of this Agreement.
- 33:04** The Union shall appoint two (2) employee members.

Article 34 Sub-Contracting Out

- 34:01** It shall not be considered as sub-contracting should the Employer:

- (a) Merge or amalgamate with another housing or related facility; or
- (b) Transfer or combine any of its operations or functions with another housing or related facility; or
- (c) Take over any of the operations or functions of another housing or related facility.

34:02 In accordance with Article 34:01, an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular rate for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating facility.

- 34:03**
- (a) If the Employer intends to sub-contract work which result in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment within the facility for those employees so displaced and will guarantee to offer alternative employment within the site to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale corresponding to her years of service provides for an increase over her current rate.
 - (b) An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternate employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

Article 35 Technological Change

35:01 Technological change shall mean the introduction by an Employer into her work, undertaking or business of equipment or material of a different nature or kind than that previously used by her 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.

35:02 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 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 date of implementation;
- (c) If the Union and the Employer fail to agree upon measures to protect employees from any adverse effects, either party may refer the matter to arbitration as provided for under the terms of this Agreement.

35:03 **Transfer Arrangements**

An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with layoff procedures specified in this Agreement.

35:04 **Training Benefits**

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, 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.

There shall be no reduction in wage or salary rates during the training period of any such employee.

Article 36 No Discrimination and Harassment

36:01 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practised by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the Union.

All employees are entitled to a respectful workplace which is free from discrimination, harassment, bullying and violence.

36:02 The Employer and the Union agree that no form of employee abuse or harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. If such a situation arises, employees will report the incident to their immediate supervisor as soon as possible. Situations involving employee abuse or harassment shall be treated in confidence so far as possible by both the Employer and the Union.

36:03 If the Employer determines that a complaint has been made for frivolous, or vindictive reasons, the Employer shall have the authority to:

- (a) Take disciplinary action against the complainant; and/or
- (b) Take any action against the complainant which in the Employer's opinion may be necessary.

36:04 The Employer is committed to the implementation of a Harassment Policy and Procedure identifying the process for reporting, investigating and resolving issues.

Article 37 Workers Compensation

- 37:01** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 37:02** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- Pay on the day of injury being charged to the employee's sick bank if applicable.

Article 38 Footwear / Clothing

- 38:01** Where an employee is required to wear protective footwear during the course of the employee's regular duties, the employee will be eligible for a footwear allowance once per fiscal year of **two hundred dollars (\$200)**.
- 38:02** As the Employer requires that an employee wear a uniform while on duty, the Employer shall provide the employees with three (3) shirts and/or three (3) aprons for full-time employees and pro-rated according to hours of work for part-time and casual. The employee will be responsible for the laundering and maintenance of his/her assigned uniform.
- 38:03** **Where an employee's clothing or footwear are damaged beyond regular daily wear and tear in the course of their duties, the Employer agrees to provide fair compensation for replacement of the damaged items provided that the supervisor or designate is notified immediately following the occurrences and a written request is received.**

Article 39 Retroactive Wages

- 39:01** Retroactive pay adjustment and merit increase for the period between the expiration of the previous Collective Agreement and the date of signing of this Collective Agreement shall apply to:
- (a)** Employees who are in the employ of the Employer on the date of the signing of this Collective Agreement;
 - (b)** Employees who have retired during the above mentioned period;
 - (c)** Employees who have been permanently laid off during the above mentioned period;
 - (d)** Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- 39:02** Upon written request to the Employer, within sixty (60) days of the date of signing of this Collective Agreement, retroactive pay adjustments and merit increases for the period between the expiration of the previous Collective Agreement and the date of signing this Collective Agreement shall be made to employees who have voluntarily terminated their service (resigned), retires or been permanently laid off. Retroactive pay will be paid on a separate cheque.

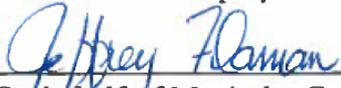
IN WITNESS WHEREOF: A representative of DC Café Inc. has hereunto set their hand for, and on behalf of, DC Café Inc.; and a Staff Representative of Manitoba Government and General Employees' Union, has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Local Issues

Whereas the parties agree that certain local issues shall be determined in accordance with the following provisions:

NOW THEREFORE the parties agree as follows:

1. In recognition of the unique arrangement at DC Café Inc., it is mutually agreed, in accordance with the provisions of Article 3:01, that as necessary employees whose jobs are not classified within the bargaining unit may cover for employees in classifications included in the bargaining unit, in accordance with current practice.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Self Sustainability

The parties agree as follows:

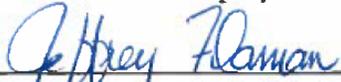
1. During the term of the Collective Agreement they will work together, in cooperation with Manitoba Housing, to seek solutions to successfully achieve a self-sustaining operation at DC Café.
2. A variety of initiatives will be explored involving the expansion of meal provision from the DC Café to other meal programs within the broader Manitoba Housing portfolio as well as consideration of identifying other client groups that may be appropriate to house within 285 Pembina which will require meal program support.
3. The parties will work together cooperatively to ensure that quality of service and product is to the satisfaction of existing and new clients.
4. The Employer will continue to provide the Union with ongoing information regarding the financial progress of DC Café.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

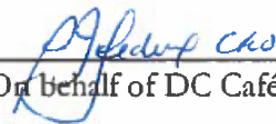
Manitoba Government and General Employees' Union

Re: Work Experience

The Employer agrees to consult with the Union in the advance of implementing each individual work experience.

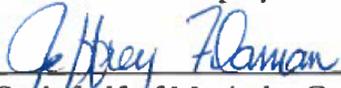
Such consultations shall include the type of work experience, the duration of the position, nature of duties, and the number of individuals to be engaged.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Minimum Wage

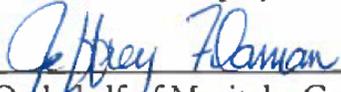
The Employer confirms that in the event the minimum wage exceeds the rate for any step in any classification the minimum wage will prevail for any employee who is slotted at that step until the employee progresses to a step in the scale which rate exceeds the minimum wage.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Recruitment and Retention

The Employer is willing to consult with the Union on an ongoing basis regarding assessment of workloads and staffing levels. Upon request from either party the matter shall be referred for consideration at the Labour Management Committee.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Job Sharing

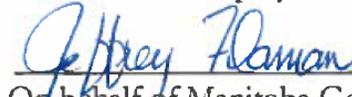
The parties hereto agree that in the event one or more employees request job sharing, the matter will be given due consideration. Factors to be considered include accommodation of the employees' wishes and operational requirements.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Letter of Understanding

between

DC Café Inc.

and

Manitoba Government and General Employees' Union

Re: Sub Contracting Out

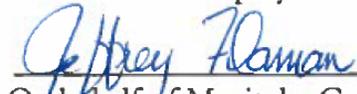
The Employer will meet and consult with the Union upon request regarding ways to minimize or eliminate contracting out.

Signed this 23 day of SEPTEMBER, 2016.


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union


On behalf of DC Café Inc.,


On behalf of Manitoba Government
And General Employees' Union

Appendix “A” - Wages

Progression on steps based on one (1) year FTE for each increment.

| April 1, 2015 | | | | |
|-----------------------|--------------|---------------|---------------|---------------|
| Classification | Start | Step 1 | Step 2 | Step 3 |
| Cook | 13.4700 | 13.7940 | 14.2740 | 14.6340 |
| Dietary Aide I | 11.1760 | 11.4440 | 11.8410 | 12.1420 |
| Dietary Aide II | 11.9740 | 12.2630 | 12.6880 | 13.0100 |
| Dishwasher | 10.5580 | | | |

| April 1, 2016 | | | | |
|-----------------------|--------------|---------------|---------------|---------------|
| Classification | Start | Step 1 | Step 2 | Step 3 |
| Cook | 13.7390 | 14.0700 | 14.5590 | 14.9270 |
| Dietary Aide I | 11.4000 | 11.6730 | 12.0780 | 12.3850 |
| Dietary Aide II | 12.2130 | 12.5080 | 12.9420 | 13.2700 |
| Dishwasher | 10.7690 | | | |

| April 1, 2017 | | | | |
|-----------------------|--------------|---------------|---------------|---------------|
| Classification | Start | Step 1 | Step 2 | Step 3 |
| Cook | 14.0140 | 14.3510 | 14.8500 | 15.2260 |
| Dietary Aide I | 11.6280 | 11.9060 | 12.3200 | 12.6330 |
| Dietary Aide II | 12.4570 | 12.7580 | 13.2010 | 13.5350 |
| Dishwasher | 10.9840 | | | |

Appendix “B” - Benefits

The following benefits shall continue to be provided to employees and shall be subject to the terms and conditions of the master policies and contracts in force. The sole obligation of the Employer with respect to the benefits set forth in this Appendix is to pay premiums or to make contributions as provided.

Benefits are effective the first of the month following date of ratification.

Dental Plan

The parties agree that the Dental Plan, sponsored by HEBP will continue to be made available for all eligible employees.

Group Life Insurance

The parties agree that the Group Life Insurance, sponsored by HEBP will continue to be made available for all eligible employees.

Pension Plan

The parties agree that the Pension Plan will continue to be made available for all eligible employees, subject to the provisions of the plan.

Long Term Disability

The Long Term Disability Plan will continue to be made available for all eligible employees. The premiums of the plan will be shared on a fifty-fifty (50/50) cost shared basis to a maximum of one percent (1%) for each party.

The Employer agrees to fund its share of costs on an administrative service basis as required and in addition, the Employer will provide a net reserve to cover future benefits for employees as required by the provisions of the plan.