

Collective Agreement

between

UnionWare Inc.

and

The Manitoba Government and General Employees' Union

Local 193

September 1, 2016 - August 31, 2019

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*All changes appear in **bold**.

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Re: Developmental Review Plans

*All changes appear in **bold**.

This Agreement made this 21st day of December, 2016

between

UnionWare 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.

Preamble

1:01 The purpose of this Collective Agreement between UnionWare Inc. and the Manitoba Government and General Employees’ Union is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussions and negotiations during the term of the Agreement.

1:02 Labour Relations Philosophy

- The parties agree that management respects all individuals.
- The parties agree that people trust the fairness/integrity of management.
- The parties agree that there should be an opportunity for redress.
- The parties agree that there should be a mechanism for creating additional guidelines and principles.

Article 2 Duration of Agreement

2:01 This Agreement **made on December 21, 2016**, shall take effect on **September 1, 2016** and remain in force until **August 31, 2019**. Either party to this Agreement desiring to terminate this Agreement or negotiate a new Agreement shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement and present its proposals in writing within thirty (30) days following such notice. If notice is not given as above, the Agreement shall be automatically renewed without change for a further period of one (1) year.

Article 3 Application of Agreement

3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of UnionWare Inc. in the Province of Manitoba, as certified by the Manitoba Labour Board under Certificate Number MLB-5763.

3:02 The following positions are excluded from the terms of the Collective Agreement:

President - UnionWare Inc.

Vice President

Chief Executive Officer

Director of Special Events

Operations Manager

Chief Operating Officer

Chief Information Officer

Chief Financial Officer

Product Manager

Article 4 Definitions

- 4:01** “Employee” means a person employed by UnionWare Inc.
- 4:02** “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event. Unless specified otherwise, all provisions of the Collective Agreement apply to term employees. Where regular employment is concurrent to a term, seniority shall include the term employment.
- 4:03** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 4:04** “Full-time Employee” means an employee who regularly works the hours specified in Article 8.
- 4:05** “Employer” means UnionWare Inc.
- 4:06** “Union” means the Manitoba Government and General Employees’ Union.
- 4:07** “Corporation” means UnionWare Inc.
- 4:08** “Principles” are designed to provide guidance in the interpretation of the Collective Agreement.
- 4:09** “Promotion” means a change of employment from one position to another having a higher maximum salary.
- 4:10** “Transfer” means a change by an employee from one position to another position having the same maximum rate of pay.

Article 5 Recruitment, Promotion and Transfer

Principles

The parties agree that:

- There is a preference to fill open positions, wherever possible, with existing staff. There is a commitment to developing a range of mechanisms to accomplish this objective, including:
- Advance posting;
- Short term specialized training;
- Enhancement training for anticipated future Corporation needs consistent with the individual's career planning goals.
- There is support for continuous learning to upgrade capacity to perform existing job functions and to prepare to meet career planning goals within the Corporation.
- There is development of career planning goals for each individual within the organization, within the context of UnionWare Inc.'s anticipated personnel requirements, the desires of the individual, and assessments of the individual's performance and capacities.

5:01 New or vacant positions will be posted within UnionWare Inc.

5:02 Hiring will be within UnionWare Inc. if possible, provided the employees meet the qualifications for the position.

5:03 Education and Training

The parties agree to: support the continuous learning of all its employees. Access to education and training will be administered as equitably as possible and is subject to budget availability.

In accordance with current education and training policy (see appendix), the Corporation encourages and will within budgetary parameters endeavour to financially support essential and enhancement training as part of career development.

Article 6 Employee Performance Review

Principle

The parties agree that:

- Regular performance reviews should be provided, structured in a manner to provide input from supervisors, and a response from the individual being evaluated.

- 6:01** The purpose of performance reviews shall be to identify an employee's strengths and weaknesses so as to improve work performance and to identify training requirements or other interventions.
- 6:02** Employees shall receive performance reviews in accordance with UnionWare policy.
- 6:03** Employees shall be entitled to have their response appended to the performance review.
- 6:04** Monthly written performance reviews shall be conducted during an employee's probationary period.

Article 7 Employee Files

- 7:01** The Employer shall maintain one confidential personnel file on each employee. Employees shall have access to their personnel file and no additions or deletions to the file shall be made without the employee's knowledge.
- 7:02** An employee shall have the right to request that material in their personnel file, no longer deemed relevant, be purged.

Article 8 Hours of Work

- 8:01** Employees shall work seven and one-half (7 ½) hours per day exclusive of meal periods and rest periods.

- 8:02** A regular work week shall be thirty-seven and one-half (37 ½) hours, Monday to Friday inclusive.
- 8:03** **At any time the parties may, through mutual agreement, establish a work schedule providing for a compressed four (4) day work week for a full-time employee or a group of full-time employees with no reduction in salary. The day off schedule shall be so arranged as to provide the extra day(s) off before or after the employee's regular day(s) off. Daily hours of work for a full-time employee shall not exceed nine point three seven five (9.375) hours per day, exclusive of meal periods. Weekly hours of work shall be thirty-seven and one-half (37 ½) hours per week between Monday and Friday inclusive.**
- 8:04** **Upon a minimum of sixty (60) days' notice, the Employer or Union may provide notice to end the compressed work week schedule. The notice period may be reduced upon mutual agreement between the parties.**

Article 9 Overtime

Principles

- The parties recognize that jobs have different internal and external requirements with differing levels of flexibility at different times of the year.
- The parties recognize that a policy should be fair, respect individual needs and desires, preserving flexibility to resolve them according to individual needs.
- The parties recognize that there should be a balance of work and family life and that over the course of the year is a volume of work that averages out to a regular full-time workload.
- The parties recognize that there may be occasions where overtime is necessary and that work groups plan their workload to take into account individual needs to achieve a balance and fairness within budget.

- 9:01** Overtime shall be defined as all time worked in excess of the daily or weekly hours set out in Article 8.
- 9:02** If overtime is requested by the Employer, the employee at his/her option will be given pay or equivalent time off at one and one-half times (1 ½x) the employee's regular rate of pay for all overtime hours worked.
- 9:03** Where an employee is required to travel on a weekend or Statutory Holiday, they shall bank an equivalent number of hours at straight time for future use. Such hours shall be for time in transit and limited to a maximum seven and one half (7 ½) hours. The exception to this is travel to Hawaii or continents other than North America, in which case the time shall be actual transit time.

Article 10 Statutory Holidays

Principles

- Statutory and general holidays are observed.
- Clear policy that is fair and broad regardless of position or tenure.
- The parties recognize that statutory holidays are not necessarily observed by all employees and that there is flexibility.
- The parties recognize that statutory holidays are seen to be different than other days of work. If demands of the work require work on that statutory holiday, the expectation is that it is appropriate to claim overtime.

- 10:01** The following days shall be observed as Statutory Holidays:

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

An employee shall be entitled to substitute another observance day for any of the above designated holidays.

Employees shall receive as a statutory holiday any other day proclaimed by the Federal or Provincial Government.

- 10:02** Where a statutory holiday falls on a Saturday or a Sunday the holiday shall be observed on the next following work day.
- 10:03** Part-time employees will receive prorated pay for all statutory holidays.
- 10:04** An employee required to work on any of the above holidays shall, in addition to pay for the holiday, receive compensation for all hours worked at time and one-half (1 ½x).
- 10:05** **For employees working a compressed work week in accordance with Article 8:03, when a statutory holiday falls on their extra day off, they will be given an alternate day off in lieu to be taken at a time mutually agreed to.**

Article 11 Vacation

- 11:01** An employee shall receive an annual vacation with pay in accordance with years of continuous employment calculated from the employee's first day of service. The employee's first day of service shall be the employee's anniversary date for the purpose of calculating vacation.

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first four (4) years	Fifteen (15) days/year
Five (5) to nine (9) years	Twenty (20) days/year
Ten (10) and subsequent years	Twenty-five (25) days/year

All vacation requests are subject to management approval based on operational requirements.

- 11:02** Part-time employees shall receive vacation on a prorated basis.

- 11:03** On request, employees will receive vacation pay on the last working day prior to a period of vacation time where a pay period falls during the period of vacation.
- 11:04** Unused vacation days may be carried forward only upon approval of management.
- 11:05** An account of each employee's vacation time shall be kept by the Employer.

Article 12 Leaves of Absence

Bereavement

- 12:01** Leave with pay and seniority will be granted to attend a funeral of a member of the immediate family, including the time needed to travel to and from the funeral.
- 12:02** A cash advance may be made available to employees who need to spend finances with little notice to cover the costs of travel and other expenditures related to the death of a member of the immediate family.
- 12:03** Immediate family includes spouse (including same sex partners and common-law partners), mother, father, step-mother, step-father, any other person who raised you, mother-in-law, father-in-law, siblings, step-siblings, daughter, son, step-daughter, step-son, any other children raised by you, daughter-in-law, and son-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparent, grandparent-in-law, fiancé and relative permanently residing in the employee's household, or with whom the employee permanently resides. This section is deemed to cover same sex family units as immediate family.

Court Leave

- 12:04** (a) Leave with pay and seniority accruing will be granted for jury selection, jury duty and witness duty by subpoena or summons.
- (b) The employee shall notify the Employer at the first opportunity following receipt of a subpoena or summons as referenced in 12:04(a).

12:05 Any monies received from the court, less expenses, shall be remitted to UnionWare Inc.

Work Related Educational Leave

12:06 Leave may be granted for educational purposes subject to management approval.

12:07 If more than one person at any given time is applying for educational leave, seniority will be a factor in determining which leave is approved, if all leaves cannot be accommodated.

Sick Leave

12:08 Leave with pay shall be granted in cases of illness until the employee is eligible for benefits under the Group Insurance Policy.

12:09 There will not be any banking or pay-out of sick leave.

Family Responsibility Leave

12:10 The parties agree to grant leave with pay to employees to take care of the short term needs of their immediate family and dependents (i.e. medical appointments or emergency child care or elder care situations). Individuals with circumstances that require more than one (1) day shall discuss it with the Employer. Each case will be decided on an individual basis regarding pay, seniority accrual and length of leave.

12:11 Extended time off without pay by employees must be requested in writing and submitted to management for approval.

12:12 If an employee is granted family responsibility leave they will return to the same position or a position with the same salary and benefits.

12:13 Employees will be entitled to two (2) days leave with pay in the event of birth or adoption of a child. If additional days are required, a vacation request may be submitted for approval.

12:14 The Employer agrees to provide Compassionate Care Leave in accordance with Employment Standards and E.I. regulations.

General Leave

12:15 Leave of absence of any kind, not currently contemplated by the Collective Agreement, would be without pay and at the discretion of the Employer.

12:16 If such leave is deemed to be work related, seniority shall accrue. If such leave is deemed to be personal, then seniority will be maintained, but will not accrue.

Maternity Leave

12:17 Leave of absence for seventeen (17) weeks or less will be granted in cases of pregnancy. This leave can be extended if the employee could not or will not be able to perform her normal duties because of a medical condition that was or is a direct result of her pregnancy.

In the event that any new Employment Insurance regulation or Labour or Employment Standard becomes effective that would improve the conditions of a maternity or parental leave under this Article, then the relevant provisions of the Collective Agreement shall be deemed to be amended in order to comply with the legislation.

12:18 The employee shall receive her normal weekly rate of pay for the first two (2) weeks of maternity leave.

Upon application, the Employer will pay a full-time permanent employee on maternity leave sufficient monies that when combined with EI payments and any other earnings in respect of any week will result in ninety-three percent (93%) of the employee's salary. This supplement will be continued for a maximum of fifteen (15) weeks.

A full-time permanent employee applying for maternity supplement must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, and
- (b) She will return to work on the date of the expiry of her maternity leave unless this date is modified by mutual agreement of the employee and the Employer, and
- (c) Should she fail to return to work as provided under (a) above, she is indebted to the Employer for the full amount of pay received as a maternity allowance during her entire period of maternity leave.
- (d) If unforeseen circumstance prevent an employee from returning to work, the Employer may waive the requirement to pay back benefits.
- (e) If she does not take parental leave she will return to work on the date of the expiry of her maternity leave.
- (f) If she does take parental leave as provided in Article 12, she will return to work on the date of the expiry of her parental leave.
- (g) Should she fail to return to work as provided under maternity leave and parental leave she is indebted to the Employer for the full amount of pay received as a maternity allowance during her entire period of maternity leave.
- (h) During the period of maternity/parental leave paid vacation will not accrue. However, the period of maternity leave will count as service towards long service vacation time.

12:19 The employee must give one (1) month notice to the Employer of her return to work and will return to her previous position or to a comparable position with at least the same wages and benefits.

Parental Leave

- 12:20** The Employer agrees to grant leave of absence with seniority continuing for a period of thirty-seven (37) weeks or less for parental leave. The leave may be extended upon written request to management if the employee could not or will not be able to perform his/her normal duties because of a medical condition related to the newborn child.
- 12:21** An employee will give at least four (4) weeks' notice to the Employer prior to the date on which the leave begins.
- 12:22** Parental leave must begin prior to the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

Where an employee intends to take parental leave in addition to maternity leave, the parental leave must begin immediately upon expiry of the maternity leave without a return to work, unless the employee and Employer otherwise agree.

In the event that any new Employment Insurance regulation or Labour or Employment Standard becomes effective that would improve the conditions of a maternity or parental leave under this Article, then the relevant provisions of the Collective Agreement shall be deemed to be amended in order to comply with the legislation.

The Employer will continue to pay its portion of Group Insurance premiums during periods of leave without pay, provided the employee opts to maintain coverage and continues to pay his/her portion of the premiums.

Article 13 Seniority

Principles

- We recognize that employees' tenure is taken into consideration in promotion, vacation, leave of absence, layoff or recall.

- Seniority will accrue during leaves of absence referenced in the agreement or work related leave.

13:01 Seniority shall commence from the employee's first working day.

13:02 Seniority shall include all regular paid time, all leaves granted under the terms of this Agreement and any other leaves determined to have been work related with the exception of the staff voluntary leave plan pursuant to Section 12:15.

13:03 Seniority shall be a factor in promotions, granting of vacation time, layoffs and recall and shall be the determining factor when all other factors are equal.

Article 14 Contracting Out

Principles

- The parties agree to bring as many functions as possible in house.
- The parties agree not to contract out if it would result in a reduction of people's hours or loss of jobs.

14:01 The parties agree that wherever possible work for UnionWare Inc. shall be performed by employees.

14:02 The Employer agrees there will be no contracting out of any functions that would result in a loss of jobs or a reduction in regular hours of any employee except as may be mutually agreed.

Article 15 Harassment and Discrimination

15:01 The work environment will be free from harassment for all employees. Any conduct or comment of any nature that is contrary to the Human Rights code that is known or ought reasonably to be known to be unwelcome, objectionable or offensive, either on a one-time basis only or on a continuous basis, will be considered harassment.

Article 16 Discipline

16:01 No employee shall be disciplined without just cause and the full reasons for the discipline shall be in writing to the employee.

Article 17 Grievance Procedure

Principles

- The parties agree to the right to redress.
- The parties agree that there should be no arbitrary or discriminatory behaviour.
- The parties agree that the formal grievance procedure should include the following components:
 - (a) Informal Resolution
 - (b) Resolution by Arbitration
 - (c) Timely Resolution
 - (d) Protection against recrimination for using the grievance procedure.

17:01 An employee may grieve any alleged violation of the Collective Agreement or any action taken by the Employer which is alleged to be unfair, unreasonable, or discriminatory, with the exception of the Principles section at the beginning of each Article. It is agreed that an attempt will be made first to resolve complaints by informal resolution between the employee and/or the Union Officers and the President of UnionWare Inc.

Step 1

Within ten (10) working days of becoming aware of a situation giving rise to a grievance an employee or the Union may file a grievance, in writing, to the Company President. A copy of the grievance shall be given to the Union.

The President will convene a meeting within five (5) working days of receipt of the grievance in an attempt to resolve the grievance.

The President shall provide a written decision to the grievor within five (5) working days of the above noted meeting.

Step 2

If the decision of the President is not satisfactory, the Union may refer the matter to arbitration. The parties will attempt to agree on a single arbitrator. Where the parties are unable to do so within thirty (30) days following the completion of Step 2, either party may apply to the Minister of Labour to appoint an arbitrator.

The arbitrator shall render his/her decision within thirty (30) working days after the hearing of the grievance. The Union and the Employer agree that the decision of the arbitrator will be final and binding. The arbitrator's fee shall be divided equally between the Union and the Employer.

- 17:02** An employee may be represented by the Union at any step of the grievance procedure.
- 17:03** The foregoing time limits may be extended by mutual agreement.

Article 18 Policy Review

- 18:01** The parties agree that there should be a mechanism for creating additional guidelines/principles.
- 18:02** The parties agree to monitor existing guidelines/principles (i.e. if something is seen to be unfair, not working or implemented differently in different parts of the organization).
- 18:03** As new developments arise and additions/deletions are deemed necessary to the collective agreement, Union and management agree to enter into discussions on the matter(s) for inclusion/deletion to the collective agreement. Good faith presides.

Subsequent agreed upon changes may only be implemented following ratification by both parties.

Article 19 Union Security

Principles

- The parties agree that the organization support and encourage the participation in union activities and trade union principles in respect to dues, training, rights of Stewards and Officers, union bug and not crossing picket lines.

- 19:01** All new members of the bargaining unit, as a condition of employment, shall become and remain members in good standing in the Union as of the date of hire.
- 19:02** The Employer agrees to deduct the amount of dues as determined by the Union from the salaries of each and every member of the bargaining unit covered by this Agreement.
- 19:03** The Employer shall remit to the Union monthly, any moneys deducted with a list of employees from whose wages dues have been deducted and the amount of dues so deducted opposite each employee's name for each pay period and the classification of each employee.
- 19:04** The Union shall notify the Employer, in writing, of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.
- 19:05** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

Article 20 Union Business

- 20:01** All employees shall be entitled to attend labour relations meetings as part of their normal work responsibilities.
- 20:02** The Employer agrees that such requests for a leave of absence to attend Union business shall not be unreasonably withheld.

20:03 Upon written request to the Employer, time off, including necessary travel time, shall be granted on a wage recovery basis, to attend to Union business.

Rights of Stewards/Table Officers

20:04 A Steward/Table Officer or their representative shall have the right to investigate complaints of an urgent nature while on duty.

20:05 A Steward/Table Officer or the party representing the position shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances.

Effect or Refusal to Facilitate Struck Employer

20:06 No person acting on behalf of UnionWare Inc. shall discharge or refuse to continue to employ or refuse to re-employ or layoff or transfer or suspend or alter the status of an employee within the bargaining unit who has refused to perform all or any of the duties or responsibilities of an employee who is participating in a legal strike or who is locked out.

20:07 UnionWare Inc. shall make its best efforts to assure that no employee shall be in the position to have to cross a picket line arising from a labour dispute.

Procurement Policy

20:08 UnionWare Inc. shall make its best efforts to use affiliated companies and union purveyors and providers wherever practicable. First priorities should focus on affiliated companies, Manitoba unionized companies and Manitoba companies. Canadian unionized companies and Canadian companies are secondary priority. Cost will be a factor although not necessarily determinative.

Union Bug

20:09 External communication or distributions, wherever practical, shall indicate Union affiliation.

Article 21 Professional Fees

Principle

- The parties agree to promote and encourage employees to retain/maintain their professional associations/networks.

21:01 UnionWare Inc. shall reimburse an employee or pay for any training or certification required by the Employer.

Article 22 Business Related Expenses

Principles

- The parties agree to discourage tenure for cost savings (e.g. staying over the weekend).
- The parties agree to reasonable reimbursement of activities to maintain physical and mental health.
- The parties agree to out-of-pocket expenses at lowest reasonable cost.
- The parties agree that family communication will be encouraged and will be reimbursed.
- The parties agree to use unionized providers where possible.

22:01 The Management shall develop business related travel expense policies from time to time. Such policies shall be appended to the Collective Agreement.

Expense Reporting

The following expense reporting policies apply to employees of UnionWare Inc.

A. REIMBURSABLE EXPENSES

UnionWare Inc. will reimburse the following expenses:

- (i) Travel expenses for trips away from Winnipeg for business purposes, including:
 - Single occupancy lodging cost (hotel);

- Employee airline ticket costs;
- Employee transportation (taxi, rental car);
- Employee meals while on the road;
- Entertainment in the course of business;
- Daily phone call home while traveling.

Other expenses incurred while traveling are considered personal and are the responsibility of the individual.

(ii) Mileage for travel outside of Winnipeg and parking costs for personal vehicle used for business trips away from UnionWare Inc. (UnionWare Inc. does not pay mileage for commuting to and from the office, or for travel within Winnipeg.)

(iii) Business Entertainment

As part of doing business, UnionWare Inc. employees will from time to time pay for meals and entertainment of clients, community leaders, or other business associates with whom UnionWare Inc. has a long-term business relationship and interest. UnionWare Inc. will reimburse employees for these costs.

General guidelines for each employee for appropriate business entertainment will be established by Management and all expense statements including business entertainment will be signed by Management and reviewed for appropriateness within the guidelines.

Unusual expenses, such as the purchase of a block of tickets, must be approved in advance with Management.

(iv) Miscellaneous Purchases

Employees may purchase from time to time items such as office supplies, kitchen supplies, coffee or other items; such items if used for business purposes will be reimbursed by UnionWare Inc.

B. EXPENSE REPORTING RESPONSIBILITIES OF EMPLOYEES

UnionWare Inc. requires that all expenses submitted for reimbursement include the following:

- An invoice, receipt or other verification of the expense;
- The name of the person making the request;
- A clear statement of the business purposes for the expenditure;
- For business entertainment, the names of the individuals and firms involved.

Expense reporting forms are available from the Employer.

Article 23 Benefits

23:01 All full-time permanent employees shall receive a benefits package provided by:

RBC Life Insurance Company

23:02 Any changes to benefit levels shall be by agreement between the parties.

23:03 Health Spending Account

Effective January 1, 2017, and in each benefit year thereafter, the Employer will provide each employee with a Health Spending Account with a maximum claim benefit amount of three hundred dollars (\$300.00) to be used on any eligible expenses as determined by Revenue Canada.

In order for the Health Spending Account to be utilized for massage therapy amounts in excess of regular plan coverage, the employee may be required to provide a prescription from a qualified medical practitioner.

There is no carryover of Health Spending Account dollars from one year to the next, but an employee may carry forward claims for up to one year (i.e. an employee who had \$400.00 in eligible HSA claims in

one year, could claim \$300.00 that year, and carry over \$100.00 to be paid with the following years credits).

Article 24 Salaries

24:01 Salary levels for bargaining unit members shall be as follows:

2016		
Classification	Contract Base Rate	After 18 Months
Analyst	\$38,382	\$43,180
Developer	\$41,790	\$47,013
Developer Manager	\$49,418	\$55,595
Documentation/Training	\$40,196	\$45,221
Marketing Coordinator	\$30,000	\$33,000
Network Administrator	\$46,947	\$52,815
Office Manager	\$42,319	\$47,609
Project Manager	\$54,813	\$61,665
Support Developer	\$34,781	\$39,129
Support Manager	\$39,014	\$43,891
Support Representative	\$32,060	\$36,068

24:02 Effective September 1st of every year, the pay plan rates and all employee salaries will be increased by the average percentage increase in the Consumer Price Index for Winnipeg for the preceding August to July period up to a maximum of 4 percent (4%).

24:03 Nothing shall prevent the Company, for reasons of recruitment and/or retention of employees, from hiring above the base rate, advancing an employee to the eighteen (18) month rate earlier, or paying salaries in excess of those provided in the salary schedule.

24:04 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 classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

- 24:05 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of this Agreement.
- 24:06 If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to arbitration.
- 24:07 If the salary range of a revised classification is adjusted by means of negotiation or otherwise, retroactivity for such adjustment shall be no later than the date the re-classification request was submitted. Such request shall be submitted in writing.
- 24:08 An employee shall have the right to request a review of their classification if they feel they have been improperly classified, or if they feel that the duties of the job have changed substantially.
- 24:09 The Employer will examine the duties of the employee and give a decision as to the validity of the request.
- 24:10 If the decision given is not satisfactory to the employee, they may then treat the request for change in classification as a grievance as laid out in Article 17.
- 24:11 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.
- 24:12 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 sixty (60) days of the signing of the Collective Agreement.

24:13 The Employer further agrees to provide the Union and the affected employee(s) with copies of any subsequent amendments to these job descriptions within thirty (30) days following the revision.

Article 25 Profit Sharing

25:01 UnionWare Inc. provided a Profit Sharing Plan consisting of the following elements:

- (a) A Profit Sharing Pool is established each year based on thirty percent (30%) of the amount by which the Company's Realized Earned Income exceeded Accrued Expenses for the period from the previous August 1 to July 31 of the current year, subject to Income Exceeding Expenses by a threshold amount equal or greater than seven percent (7%) of Accrued Expenses.
- (b) **One hundred percent (100%)** of the Profit Sharing Pool is distributed to employees on an equal basis.
- (c) Employees must be employed with UnionWare when Profit Sharing is distributed in order to be eligible for Profit Sharing.
- (d) Profit Share payments shall be made to employees on or before October 31 of each year.
- (e) New employees will be eligible to participate in the Profit Sharing Plan after six (6) months of continuous employment.
- (f) If an employee is unable to fulfill their Terms of Employment due to any circumstances, Profit Share will be distributed at the discretion of Management.
- (g) The Plan is subject to review, change, renewal or cancellation at the discretion of Management during the period August 1 to October 31 each year.

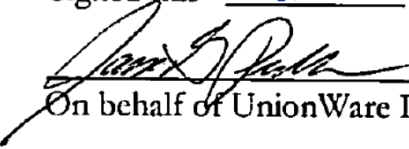
- (h) Should the Plan be amended or terminated pursuant to (g) above, payments will be made to employees based on the formula in existence as at July 31 of that year, with the amendments or cancellation to apply the following year.
- (i) If the employee is on leave (e.g. maternity, parental, disability) for a single or cumulative period of more than six (6) weeks during the profit sharing year their share of the profit will be prorated to exclude their time away on leave.


Article 26 Probation Period


26:01 All newly hired employees shall be on probation for a maximum of six (6) calendar months from date of their employment. Each employee shall serve only one (1) probationary period. Notice period as per Employment Standards Code of Manitoba.


IN WITNESS WHEREOF, Jim Perchaluk of UnionWare Inc., set his hand for and on behalf of UnionWare Inc. and Chris Drosdoski, of the Manitoba Government and General Employees' Union, has hereunto set his hand for and on behalf of the Manitoba Government and General Employees' Union this:

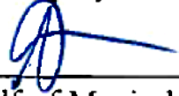
Signed this 21st day of December 2016.


On behalf of UnionWare Inc.,


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Manitoba Government and General Employees' Union, Local 193

and


UnionWare Inc.


Re: Developmental Review Plans

The parties agree that Developmental Review Plans are an important part of career development, and desire to have a more formalized process for development of the parameters of these plans.

Therefore, the Employer and the Union agree to develop and implement a formalized developmental review plan within six months (6 months) of the date of signing of this agreement. The plan may be attached as an appendix to the collective agreement if mutually agreed to by the parties.

Signed this 21st day of December 2016.


On behalf of UnionWare Inc.,


On behalf of Manitoba Government and
General Employees' Union