

FOR THE COLLECTIVE AGREEMENT

BETWEEN

**WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS –
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS
LOCAL 162**

AND



Effective May 1, 2020 to April 30, 2024

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Article 1 - Scope and Application of the Agreement

- 101 The Employer recognizes Unifor Local 191 as the exclusive collective bargaining agent for all employees covered under Certificate No. MLB 7084.
- 102 The Agreement shall remain in full force and effect from the first full pay period after ratification to April 31, 2024.
- 103 Either party may give written notice to the other party within the period of four (4) months prior to the expiration of this Collective Agreement to commence collective bargaining for the purpose of renewing or revising this Collective Agreement. If no notice to bargain is issued prior to expiry, the Agreement is automatically renewed in its current terms for a period of one (1) year.

Article 2 – Classifications

- 201 There shall be four job classifications:
1. Labour Relations Officer
 2. Administrative Assistant
 3. Member Services Clerk
 4. Executive Assistant

Article 3 – Wages

- 301 Wages shall be paid bi-weekly to each employee in accordance with Schedule A which is part of this Agreement.
- 302 Wage increases shall be effective on the CBA anniversary date, subject to the date of ratification.
- 303 Wages shall be quoted in terms of gross bi-weekly rate.

Article 4 - Hours of Work

- 401 Regular full-time hours of work shall be:
- a) Seven and a half (7.5) hours a day
 - b) Seventy-five (75) hours every two (2) weeks
- 402 Regular full-time hours of work shall:
- a) Include a rest period of fifteen (15) minutes during each continuous three hour period of duty
 - b) Exclude an unpaid meal period of sixty (60) minutes during each work day.
- 403 The current part time worker schedule shall remain three (3) consecutive days from the hours of 8:30 A.M. till 4:30 P.M. for the duration of this collective agreement. The employer will inform the affected employee in the event of a necessary temporary change in their schedule with no less than forty - eight (48) hours' notice and the employee will request temporary changes to their schedules no less than forty-eight hours prior to the requested schedule change.

Article 5 - Overtime

- 501 Overtime shall mean any authorized time worked in excess of regular hours.
- 502 Overtime shall be compensated at a rate of time and one-half (1.5) for all hours worked.
- 503 If mutually agreed, an employee may be granted time off in lieu of overtime payment ("banked leave"). It is expected that, subject to the operational requirements of the office, banked leave will be used within three (3) months of the pay period giving rise to the entitlement. If the employee has been unable to use the banked days within three (3) months, then the Employer shall pay out the banked leave as overtime pay.

Article 6 - Annual Vacations

With the intent of establishing January 1 as the date to which entitlement to annual vacation leaves of all employees shall be computed, then all employees shall accumulate vacation entitlement with pay, in accordance with his or her years of service as hereinafter provided:

- 601 Annual vacation shall be earned during the period January 1 to December 31 with vacations earned in one vacation year to be taken within the next vacation year.
- 602 The vacation period shall be from January 1 to December 31 with the whole of the calendar year available for vacation to be taken except during WAPSO negotiations when the vacation period may be restricted by the Executive Director due to service requirements.
- 603 Employees shall be entitled to paid vacation as follows:
- a) Less than one year of service as of January 1 will receive vacation with pay in accordance with Manitoba's Employment Standards Code.
 - b) One year of continuous service as of January 1 will be entitled to three weeks of paid vacation.
 - c) Four years' service as of January 1 will be entitled to four weeks of paid vacation.
 - d) Eleven years' service as of January 1 will be entitled to five weeks of paid vacation.
 - e) Twenty one years of service as of January 1 will be entitled to six (6) calendar weeks of paid vacation.
- 604 When a General Holiday as defined in Article 9 below is observed within an employee's annual vacation they shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged with the Executive Director.
- 606 If the number of months worked by an employee in the year prior to a vacation

period is less than twelve (12) months, the vacation to which they are entitled in that vacation period shall be reduced proportionately to the number of months worked, calculated to the nearest half (½) day.

- 607 As late as possible in the vacation year, but by at least December 15 vacation for the upcoming vacation year commencing January 1 shall be scheduled.
- 608 Vacations will be scheduled by classification, giving due consideration to the length of service of employees insofar as the exigencies of the office will permit. In the event of a disagreement regarding vacation schedules, the Executive Director shall make the final decision.
- 609 All vacation must be used in the year following accrual and cannot be carried over without the written permission of the Executive Director.

Article 7 - Sick Leave

- 701 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 702 Sick leave will be earned at the rate of one and one-quarter (1.25) days per month.

Part-time employees will receive sick leave credits on the same basis as permanent full-time employees, except prorated based on hours worked. The calculation used to determine the biweekly credits is as follows:

$$0.5796 \text{ days per pay period} \times \text{EFT}$$

- 703 Employees hired before January 1, 2015 who have unused sick leave credits, shall be entitled to receive a severance payment upon retirement, death or termination of service calculated as follows:
 - a) One (1) day's pay per year of service for the first (15) fifteen years of service; plus
 - b) Two (2) day's pay per year of service from year sixteen (16) and beyond
- 704 Employees hired after January 1, 2015 shall be allowed to accumulate up to a maximum of fifty (50) days. There is no pay out entitlement of unused sick days upon expiry of this agreement or when an employee's employment comes to an end.
- 705 When an employee is taken seriously ill or hospitalized, has a debilitating injury, is confined by quarantine regulations, or is called for jury duty:
 - a) Before vacation, the Employer will re-schedule the vacation to a later date in the same vacation year, or in exceptional cases, in the next vacation year;

- b) Where an employee on vacation becomes sick to the extent that he or she requires the services of a medical practitioner, provided that such sickness is shown to be in excess of three (3) days, such employee shall be allowed to use their sick leave credits and reschedule their vacation for the period the medical practitioner states he or she would have been unable to carry out their duties at work.

706 Paid sick leave will be charged against and deducted from employees' accumulated sick credits on the basis of half or full days. The following formula shall be used in determining the amount of sick absence to be charged:

0 to 2 hours – No sick absence charged

Between 2 and 4 hours – Half day absence charged

In cases where the less than two (2) hour time period is being abused, employees may have sick absence accumulated in periods of one half day, and such time will be charged against the employee's sick leave credits. When the Employer decides to accumulate such time, it shall notify the employee in writing with a copy to the Union.

707 Employees may charge against and deduct from their accumulated sick credits per Article 705, time to attend appointments with a doctor, dentist, chiropractor, physiotherapist, occupational therapist or any other recognized medical therapist.

708 An employee shall be allowed to utilize a maximum of three (3) days per year of accumulated sick leave credits for the purpose of providing for their spouse or dependent child, parents, parents-in-law, or grandchild who is ill. In cases of suspected abuse the Employer may require proof of illness of the family member. Proven instances of abuse will result in disciplinary action.

Article 8 - Bereavement Leave

801 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of a death of a spouse, live-in partner, child, parent, sibling, in-laws, grandparents, grandparent-in-law, former legal guardian, fiancé(e), same sex partners and parents of same sex spouse, common law partner, and any other close relative.

802 Bereavement leave may be extended with or without pay, to a maximum of one (1) calendar week at the discretion of the Employer.

803 Necessary time off up to one (1) day without pay shall be granted to an employee to attend a funeral as a pallbearer or mourner.

Article 9 - General Holidays

901 The following days shall be observed and compensated in time off as public holidays:

New Year's Day (January 1)	Thanksgiving Day
Louis Riel Day	Remembrance Day
Good Friday	Boxing Day
Easter Monday	August Civic Holiday
Victoria Day	Christmas Day
Canada Day	Employee Birthday/Family Day
Labour Day	

and any day proclaimed as a public holiday by the Federal Government, Government of Manitoba or the City of Winnipeg.

902 One-half (.5) day shall be granted on the employee's last normal working day immediately preceding Christmas Day.

Article 10 - Leave of Absence

1001 All requests for leave of absence shall be made in writing four (4) weeks in advance of the date of the leave and may be granted subject to operational requirements as determined by the Employer. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

1002 Parental Leave

- a) The Employer will grant a leave of absence, not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve months of service with WAPSO for the purpose of the actual care and custody of a child after becoming the natural or adoptive parent.
- b) The employee shall submit an application, in writing, stating the duration of the leave requested at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.
- c) 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.
- d) Where an employee intends to take parental leave in addition to maternity leave the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after the expiry of the maternity leave and before the commencement of the parental leave.
- e) Parental leave shall be considered leave of absence without pay.
- f) Sick leave credits will not accrue for any period of time an employee is on

Parental Leave.

- g) Employees returning to work after parental leave shall provide WAPSO with at least four (4) weeks written notice prior to the date of returning to work.
- h) For an employee granted Parental Leave, employment following the leave shall be deemed continuous with employment before the start of the leave.

1003 Parental Leave with Pay

- a) **The Employer will grant a leave of absence, not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) calendar months of service with WAPSO for the purpose of the actual care and custody of a child after becoming the natural or adoptive parent.**
- b) **The employee shall submit an application, in writing, stating the duration of the leave requested at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity.**
- c) **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.**
- d) **Where an employee intends to take parental leave in addition to maternity leave the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after the expiry of the maternity leave and before the commencement of the parental leave.**
- e) **The Employer shall implement a Supplementary Employee Benefits Plan (“top up”), which shall provide an employee on paternity leave with seventy-five percent (75%) of their normal weekly earnings during paternity leave for a maximum of thirty-seven (37) weeks. The employee agrees to provide the Employer copies of all EI benefit received for which the employee is receiving SEB Plan Benefits.**
- f) **An applicant for paternity leave must sign an agreement with the Employer to provide that they will return to work and remain in the employ of the Employer for at least six calendar months of employment following their leave.**
- g) **Parental leave shall be considered a leave of absence without pay after**

the initial thirty-seven (37 weeks) for which the employee received SEB Plan Benefits.

- h) Sick leave credits will not accrue for any period of time an employee is on Parental Leave.**
- i) Employees returning to work after parental leave shall provide WAPSO with at least four (4) weeks written notice prior to the date of returning to work**
- j) For an employee granted Parental Leave, employment following the leave shall be deemed continuous with employment before the start of the leave**

1004 Child Birth Leave

An employee shall be entitled to one (1) day of leave with pay within seven (7) days of the birth or adoption of their child.

1005 Maternity Leave without Pay

- a) The Employer shall grant maternity leave to an employee who has completed six (6) months of service and who submits an application, in writing, to the Executive Director for a leave at least four (4) weeks before the date specified by them in the application as the day on which they intend to commence such leave; and who provides their employer with a certificate from a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of delivery.**
- b) The maternity leave shall consist of a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned above, or a period of if delivery occurs after the date mentioned in the certificate, twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.**
- c) The maternity leave granted shall commence no earlier than seventeen (17) weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery.**
- d) Maternity leave shall be considered as leave of absence without pay.**
- e) The employee returning to work after maternity leave shall provide the Employer at least four (4) weeks' notice prior to the date of returning to work. On return from maternity leave the employee will be placed in a position comparable to and not less than the same wages as their position prior to their commencement of leave and without loss of seniority.**
- f) WAPSO may, notwithstanding the above, vary the length of maternity**

leave upon proper certification by the attending physician.

1006 Maternity Leave with Pay

- a) **The Employer shall grant maternity leave to an employee who has completed twelve (12) calendar months of service and who submits an application, in writing, to the Executive Director for a leave at least four (4) weeks before the date specified by them in the application as the day on which they intend to commence such leave; and who provides their employer with a certificate from a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of delivery.**
- b) **The maternity leave shall consist of a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned above, or a period of if delivery occurs after the date mentioned in the certificate, twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.**
- c) **The maternity leave granted shall commence no earlier than seventeen (17) weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery.**
- d) **The Employer shall implement a Supplementary Employee Benefits Plan (“top up”), which shall provide an employee on maternity leave with seventy five percent (75%) of their normal weekly earnings during maternity leave for a maximum of fifteen weeks (15) weeks. The employee agrees to provide the Employer copies of all EI benefit received for which the employee is receiving SEB Plan Benefits.**
- e) **An applicant for maternity leave must sign an agreement with the Employer to provide that they will return to work and remain in the employ of the Employer for at least six calendar months of employment following their leave.**
- f) **The employee returning to work after maternity leave shall provide the Employer at least four (4) weeks’ notice prior to the date of returning to work. On return from maternity leave the employee will be placed in a position comparable to and not less than the same wages as their position prior to their commencement of leave and without loss of seniority.**
- g) **WAPSO may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.**

1005 Union Leave

- a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits may be granted to Union members for the purpose of attendance at Union meetings or seminars or other Union work authorized by Local 191 or UNIFOR to a maximum of two members.
- b) Where Union Leave of Absence has been granted, Local 191 or UNIFOR shall reimburse the Employer one hundred percent of the wages and benefits paid to such employees during the approved absence.
- c) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Union may be granted an unpaid leave of absence for a period not in excess of one (1) year, which leave may be extended at the sole discretion of the Employer for subsequent one year periods. The employee will have the right at any time, upon one month's notice, to return to the employ of the Employer. Such leave may be renewed each year on request during the employee's term of office to a maximum of four (4) years.

1006 Negotiations Leave

The employer will pay the wages and benefits, excluding overtime and automobile and other expenses, during regular business hours for one employee on the Unifor bargaining committee, on days or half days that the Employer and the Union meet face to face for the purpose of renewing the collective agreement.

1007 Jury Duty

An employee who is summoned for jury duty or who receives a summons or a subpoena to appear as a witness in a court proceeding, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

Article 11 Seniority

1101 For full time employees, seniority shall be defined as:

- a) The length of continuous employment from the original date of hire.
- b) A revised date to include the number of days, months and years of deductible absence.

1102 For part-time employees seniority shall be as follows.

- a) The accumulated hours worked (including overtime) converted into years, months, weeks and days.

1103 The Seniority Date of an employee shall be retained and continue during periods of authorized Leave of Absence or when on Union Leave of Absence, Maternity Leave, Parental Leave or Childbirth Leave.

Article 12 - Management Rights

- 1201 The Union acknowledges that it is the exclusive function and responsibility of the Employer to manage its affairs, to direct its employees, to hire, classify, promote, demote, transfer, layoff, discipline, suspend, and discharge any employee; to increase or decrease its working force; to re-organize, as circumstances and necessity may require; and to maintain order, discipline, and efficiency. This includes the right to determine an employee's ability, skill, competence and other qualifications for the job. All matters not specifically dealt with in this Agreement shall be reserved to the Employer and shall be its exclusive responsibility.
- 1202 The Employer has the right to make and alter from time to time, job descriptions and job functions, and rules and regulations to be observed by employees provided that such rules and regulations do not violate or conflict with the provisions of this Agreement.
- 1203 The Union acknowledges that nothing in this Collective Agreement shall limit the Employer's right to lay off employees covered by this Agreement.
- 1204 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 13 - Termination

- 1301 Employees shall only be terminated for just cause.

Article 14 - Automobile and Other Expenses

- 1401 The Employer shall provide the Labour Relations Officer with parking.
- 1402 a) If an employee is required to use their personal motor vehicle to travel locally on the employer's behalf; they shall be paid the Automobile Allowance Rate set by the Canada Revenue Agency. This will be paid upon submission of an expense form which will include details of the trip(s) being claimed, plus any parking expenses incurred while on the trip.
- b) Upon submission of expense reports as per the Employer's current policy, the Employer shall pay all authorized expenses incurred by employees in the service of the Employer when accompanied by receipts.
- 1403 The Employer shall supply, maintain and bear all reasonable costs associated with a cell phone for the Labour Relations Officer.

Article 15- Eco Transit Pass

- 1501 As an ecological incentive, a monthly Winnipeg Transit bus pass shall be subsidized by the Employer up to an annual maximum of the adult fare rate foreach full-time or part-time employee.**
- 1502 The employee will be required to submit receipts for reimbursements within 60 (sixty) days of the date of the receipt.**

1503 The bus pass shall be utilized by the employee only.

Article 16 – Definitions

- 1601 Feminine or masculine gender: where the feminine is used, shall also mean the masculine gender, where applicable and vice versa.
- 1602 **Use of gender neutral language they/them throughout;** where plural is used, it shall also mean the singular, wherever applicable.
- 1603 **Full-time Employee** means an employee who has completed the probationary period and works the regular hours of work for full time employees and whose employment is expected to continue indefinitely.
- 1604 **Term Employees** are defined as employees hired for a specific period of time not to exceed one year, or the duration of a maternity/parental leave, whichever is longer. They cease to be employed when the specified time period has been completed. This period may be extended by mutual agreement between the Employer and the Union without further posting. All provisions of the collective agreement shall apply except where expressly excluded. Article 11 will apply only if the term employee is awarded a position before the term expires. Term employees will not be used to reduce bargaining unit membership.
- 1605 **Part-time Employee** is an employee who has completed the probationary period and who works less than the regular daily or bi-weekly hours of work for full-time employees on a scheduled and recurring basis. Part-time employees shall receive a pro-rata share of wages and benefits.
- 1606 **Probationary Period** - New employees shall be considered probationary employees for their first six (6) months of employment and their progress will be reviewed on a regular basis. The employee shall not attain seniority until the expiration of the probationary period at which time it shall be back dated to the employee's last date for hire with the Employer. Termination of employment during or at the end of any probationary period shall be considered just cause and, subject to the Human Rights Code of Manitoba, shall not be subject to the grievance and arbitration provisions of this agreement. All extensions of probation must be given in writing and include the reasons and end date for such extension.
- 1607 A **trial period** shall be defined as the first three (3) months worked in a different classification, during which time the employee shall have the right to request to be returned to their previous classification. The Employer shall have the right to return the employee to his/her previous classification prior to the expiration of the trial period.

Article 17 – Union Security

- 1701 All vacancies that fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, qualifications hours of work and wage rate. A copy of the posting will be sent

- to the Union within the posting period. Job descriptions shall be available to applicants upon request.
- 1702 The employer agrees to notify the union of all successful applicants to vacant positions within the bargaining unit.
- 1703 If a new position is created within the bargaining unit, the Employer agrees to meet with the union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the Arbitration procedure in Article 20 of this Agreement
- 1704 No employee within the scope of this Agreement shall enter into any separate agreement which conflicts with the provisions hereof.
- 1705 Representatives of the union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board Hearings related to the Union. The Employer shall invoice the Union for time missed from work for this purpose, unless the employee has been called as a witness by the Employer.
- 1706 **Dues Check-off**
- a) The Employer shall deduct monthly from the wages of each employee in the bargaining unit covered by this agreement an amount equal to the Union membership dues, initiations fees or assessments, levied in accordance with the Union's constitution and bylaws.
 - b) In the following month the Employer shall forward the sums so deducted to the Union, together with a list of the names, addresses, total hours worked, total dues deducted and classifications of employees from whose wages the deductions have been made.
 - c) The Union agrees to inform the Employer in writing of the amount of dues, levies or assessments to be deducted and undertakes to give the Employer at least one month's notice in advance of the day of any change in the amount of dues, levies or assessments to be deducted.
 - d) The Union shall indemnify and save harmless the Employer from all claims, losses, damages, costs, liabilities or expenses suffered or sustained by the Employer as a result of any such deduction or deductions from payrolls.
- 1707 The Employer shall record on the Statement of Earnings (T4) of each employee the amount of dues deducted and remitted.
- 1708 The Employer shall provide a bulletin board for the posting of material related to and for exclusive use of the Union.
- 1709 The Union agrees that this Agreement shall in no way interfere with or impede the use of WAPSO members by the Employer, providing that the use of such members does not result in the termination, demotion or layoff of an employee within the bargaining unit.

1710 WAPSO may appoint WAPSO members for a period not to exceed thirty days to perform bargaining unit work provided that such performance shall not result in the layoff or reduction in hours for any member of the bargaining unit.

Article 18 - Discipline and Discharge

1801 Upon written request, the employee shall be given the opportunity to examine any document which is placed in said employee's personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and the employee's reply to any such document shall also be placed in their personnel file. Upon written request, the employee shall also receive an exact copy of such document. An employee may examine their personnel file upon written request. Such requests shall normally be made no more than once per year.

1802 Only one (1) personnel file shall be kept for each employee.

1803 No employee shall be disciplined or discharged without just cause.

1804 An employee shall be notified in writing of the reasons for discipline or discharge. A copy shall be forwarded to the Union.

1805 An employee who considers them to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 19 Grievance Procedure.

1806 The employee shall have the right to have a Union Representative present at any disciplinary meeting if the employee so desires.

Article 19 - Contracting Out

1901 Work that is contracted out will not result in loss of job or layoff for any employees.

Article 20 - Layoff and Recall

2001 The Union acknowledges that the Employer has the right to determine affected classifications for layoff.

2002 Prior to providing layoff notice, the Employer shall meet with the Union to discuss ways to minimize or avert layoffs by reviewing issues such as reducing hours of work, job sharing, etc. The discussions shall be kept confidential and the Employer shall have the sole discretion whether or not to act upon any suggestions. The Employer shall provide the name and classification of the affected employees.

2003 In assessing employees for the purpose of layoff, where individuals are deemed to be relatively equal on the basis of skills, ability, performance and qualifications, the employee with the least seniority shall be laid off first.

- 2004 Affected employees shall receive a minimum of two (2) weeks written notice of layoff or two (2) weeks' pay in lieu thereof; or an equivalent combination of notice and pay in lieu of notice equalling two (2) weeks.
- 2005 A permanently laid off and therefore discharged employee shall receive 2 weeks' severance pay per year of service up to a maximum of 20 weeks.
- 2006 New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.
- 2007 Laid off employees shall have the right to be recalled for up to one hundred and twenty (120) calendar days into the classification from which they were laid off, providing work becomes available during this time.
- 2008 The recall right for laid off employees shall expire at the end of one hundred and twenty (120) calendar days from the date of the layoff, at which time the laid off employee shall be deemed to be permanently laid off and therefore terminated.
- 2009 The Employer shall give notice of recall by registered mail. The employee shall keep the Employer advised at all times of their current address.
- 2010 The recalled employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.
- 2011 A laid off employee may elect to forfeit his/his one hundred and twenty (120) calendar day recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.

Article 21 - Grievance and Arbitration

2101 A grievance shall mean any difference relating to the meaning, application or alleged violation of this agreement and shall be in writing setting out all of the particulars. For all grievances other than dismissal and suspension, the grievance must be filed within fifteen (15) working days of the alleged violation becoming apparent.

2102 Grievance Process:

Step 1:

Within thirty (30) calendar days of the event, or final event in a series of events which have occurred over a period not to exceed twenty-four (24) months, or of the alleged violation of the Collective Agreement, the employee shall discuss the matter with their immediate supervisor.

If the matter is not resolved in writing, a grievance shall be filed by the Unifor Local Staff Representative or designate within ten (10) working days.

Within fifteen (15) working days of the filing of the grievance, the grievance shall be discussed with the Executive Director by the grievor or the grievor accompanied by the **Unifor Local 191 Staff Representative or designate**. The Executive Director will have (10) working days from the date of this discussion in which to render a decision.

Step 2:

If not resolved in Step 1, the grievance may be submitted in writing by the **Unifor Local 191 Staff Representative or designate** to the **President and Secretary-Treasurer of the WAPSO-IFPTE Local 162 Board** within ten (10) days of the disposition of the matter in Step 1.

Following receipt of the written grievance from the Union, a hearing will be arranged before a majority of the WAPSO Human Resources Committee within twenty (20) working days.

The Human Resources Committee will communicate their decision, in writing, within fifteen (15) days of the hearing.

The Human Resources Committee will provide a summary of the matter, including the decision, to the WAPSO Board at the next scheduled Board meeting.

- 2103 If the grievance is not resolved at the above step 2 then the grievance may be submitted for arbitration.
- 2104 An employee wishing to grieve a dismissal or suspension must file the grievance within five (5) working days of receipt of notice of dismissal or suspension. In such cases the grievance procedure will commence at Step 2.
- 2105 All grievances shall be considered and settled on their individual merits. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 2106 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it.
- 2107 Nothing contained in this agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Employer and the Union.
- 2108 The following arbitrators will be used in rotation:
1. Michael Werier
 2. **Karine Peletier**

3. Blair Graham

In the event the arbitrator assigned in rotation is unable to hear the arbitration within one hundred twenty (120) days of the case being referred, then the grievance shall be referred to the next arbitrator in rotation who can hear the case within the one hundred twenty (120) day time limit.

2109 The decision of the Arbitrator is final and binding.

2110 Each party shall pay:

- One-half the fees and expenses of the Arbitrator.
- All expenses incurred by it, whether for witnesses, attendances of witnesses, exhibits or otherwise.

Article 22 - Discrimination/Harassment

2201 The parties hereto agree that there shall be no discrimination or harassment exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

2202 Further as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

Article 23 - Amendments to Legislation

2301 The Employer agrees to follow all the most recent and up to date acts, statutes and leaves of the Manitoba Employment Standards Code as a minimum. When the Collective Bargaining Agreement allows for more than the Employment Standards Code the Collective Agreement shall be followed.

Agreed Upon General Wage Increases

Year One: 2%

Year Two: 2%

Year Three: 2%

Year Four: 2%

Schedule A – Hourly Wages

Effective May 1, 2020

Labour Relations Officer

May 2020	May 2021	May 2022	May 2023
\$48.70	\$49.67	\$50.66	\$51.67

Administrative Assistant

May 2020	May 2021	May 2022	May 2023
\$21.43	\$21.86	\$22.30	\$22.74

Member Services Clerk

May 2020	May 2021	May 2022	May 2023
\$18.51	\$18.88	\$19.26	\$19.65

Appendix A Benefits

The Employer shall maintain the current level of benefits during the life of this agreement.

The cost of medical notes or forms requested by the employer shall be paid by the employer

Health & Wellness Spending Benefit of \$500/year

Dental Plan - WAPSO shall pay on behalf of the employee, dental care costs not to exceed **\$1,500.00** per employee per year.

The coverage up to **\$1,500.00/yr** in total will be provided to the employee, such amount to cover employee, spouse and/or children.

WASPO shall, at a minimum, maintain the above coverage either through direct reimbursement or through an Employer funded insurance plan.

Vision Care – The employer shall pay on behalf of the employee, vision care costs not to exceed **three hundred and fifty dollars (\$350.00)** per employee and in a twenty-four (24) month period. Coverage of this amount will be provided to both the employee and their spouse.

The employer shall pay on behalf of the employee only, the eye exam coverage of **\$110.00** every 24 months.

Long Service Recognition Bonus - In the calendar year in which an employee reaches his tenth 10th anniversary of service, he shall be entitled to receive a bonus payment of \$450.00, to be payable within that year.

An employee who reaches his 15th, 20th, 25th, 30th, 35th, 40th, and 45th anniversary of service, shall be entitled to receive in either that year, or the year following that year (but not afterwards), as recognition of such service, a bonus equal to a period of one week (5 days) time off with pay.

Notwithstanding the foregoing, at the option of the Employer, a cash bonus equal to such employee's pay for one week (5 days) of time may be provided within that year but not afterwards.

Pension - The Employer agrees to provide to the employee a pension benefit through the vehicle of a group RRSP using the following formula:

- (a) Based on current salary, the Employer, each year will pay 9.5% of the maximum CPP pensionable earning amount as declared by Revenue Canada each year, plus 11.8% on employee earnings over the maximum CPP pensionable earnings.

- (b) The employee will match the Association's contribution.
- (c) The employer's contribution is a taxable benefit.

Safety and Health - The employees agree to bring concerns about health and safety issues to the joint staff/ Employer relations committee. The Employer agree to work with the union to resolve any issues brought forth.

Memorandum "A"

Professional Development & Training

1. The Employer recognizes that employees may undertake certain educational opportunities that may benefit WAPSO. The Employer shall give fair and reasonable consideration to such requests and may reimburse such courses on successful completion.
2. The Employer agrees to pay into a special fund three cents (.03¢) per hour for all compensated hours to provide for Unifor Paid Education Leave (PEL) Program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Union Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9
3. The Employer may approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

This collective agreement shall be in effect as herein described from May 1, 2020 to April 30, 2024.

SIGNED ON THIS 28 DAY OF AUGUST 2022

FOR THE UNION

Jim Supl
Laolia

FOR THE EMPLOYER

Roll
[Signature]
Richard Adams

**LETTER OF UNDERSTANDING BETWEEN WINNIPEG ASSOCIATION OF PUBLIC
SEVICE OFFICERS (IFPTE) LOCAL 161 AND UNIFOR, AND ITS LOCAL 191**

In order to resolve all outstanding issues including but not limited to; seniority, annual vacations and sick leave.

The parties agree to the following points:

1. Both parties agree that Saadia Maryam shall have a recognized start date of October 1, 2012.

For calculation purposes till April 30, 2016 shall be in calendar years of service.

Following April 30, 2016 calculations will be in hours, shifts and weeks worked. It is anticipated that Ms. Maryam will achieve 4 years of service and be entitled to her 4th week of vacation by no later than February/2017.

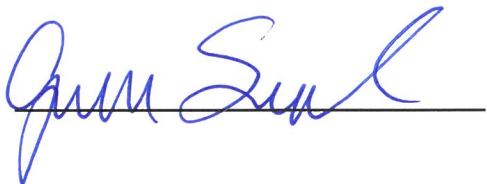
2. Both parties agree that Valerie Verity shall have a start date of November 25, 1999 with her current seniority being sixteen years five months. Ms. Verity has earned 5 weeks of vacation entitlement and will maintain those weeks of vacation entitlement.

Going forward her future calculations for additional service will be based on hours, shifts and weeks worked.

3. Valerie Verity will have her wage rate of \$24.99 per hour red circled and will receive full yearly general wage increases as per Schedule A.

Dated this 28 day of August, 2022 in Winnipeg, Manitoba

FOR THE UNION



FOR THE EMPLOYER

