



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 500**

**AND**

**THE COMMISSIONAIRES (MANITOBA)  
RCMP "D" DIVISION HEADQUARTERS**

**APRIL 1, 2019 TO MARCH 31, 2022**

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## **ARTICLE 1 - PREAMBLE**

WHEREAS it is the desire of both parties to this agreement:

- (a) to maintain and improve harmonious relations between the Employer and employee, and
- (b) to recognize the principle of joint discussion and negotiation of matters pertaining to wage rates, hours of work, and other working conditions, and
- (c) to document negotiated working conditions in the form of a written agreement,

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as expressly provided in this Collective Agreement, it is acknowledged that the Employer retains all management rights, including but not restricted to the right, responsibility and authority to manage, operate and regulate the Corps and its affairs, functions and employees.
- 2.02 The Employer acknowledges their obligation in administering the Collective Agreement, to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees covered under the bargaining unit certified by the Manitoba Labour Board Certificate No. MLB-6444.
- 3.02 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. An example of this would be for short-term relief, sick or vacation relief, including requirements for absence on Union business. Should this assignment continue in excess of 90 days they would be deemed to have fulfilled the requirements for service in accordance with Article 5.06.
- 3.03 The Employer agrees that it will not contract out work if doing so would reduce the number of employees in the bargaining unit or reduce the normal hours of work of any member of the bargaining unit who would otherwise have been employed.

- 3.04 The Union shall have the right to have assistance of a representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 3.05 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 3.06 The Chief Shop Steward or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of the this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees.
- 3.07 The Union shall notify the Director of Operations in writing, of the names of their officers and stewards.
- 3.08 Within one (1) week of the signing of this Agreement, all employees of the Employer, assigned to the RCMP "D" Division Headquarters as Security Guards and Supervisors, shall as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees, assigned to the RCMP "D" Division Headquarters as Security Guards and Supervisors, shall become and remain members in good standing of the Union on completion of ninety (90) days of employment.

#### **ARTICLE 4 - CHECK OFF OF UNION DUES**

- 4.01 The Employer agrees that it will deduct from the wages payable to any employee covered by the Collective Agreement the membership dues and assessments payable by the employee to the Union.
- 4.02 In consideration of the Employer making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off of Union dues provided for in 4.01.
- 4.03 Deductions shall be made from the payroll period at the end of the month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month following accompanied by a list of the names of all employees from whose wages the deductions have been made. Amounts so deducted will be reported annually on the Employees' Income Tax slips.

- 4.04 The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.

#### **ARTICLE 5 - DEFINITIONS**

5.01 Interpretation

The masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular, where required.

- 5.02 "Employer" means the Canadian Corps of Commissionaires (Manitoba) as represented by the Director of Operations or designate, hereinafter referred to as the Corps.

- 5.03 A "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement.

- 5.04 A "full-time" employee is one who works the hours specified in Article 15.

- 5.05 A "part-time" employee is one who works on a regular and recurring basis but works less than full-time hours.

- 5.06 A "probationary employee" is any new employee who is in the process of fulfilling the initial ninety (90) calendar day probationary requirement on assignment to the bargaining unit.

- 5.07 A "temporary employee" is an employee of the Corps who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not within the permanent establishment, but who has completed his or her ninety (90) day probationary period.

#### **ARTICLE 6 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION**

- 6.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from bullying, discrimination and harassment (including psychological harassment) as defined by the Human Rights Code.

- 6.02 Except as permitted by the Human Rights Code, the Employer and the Union agree that there shall be no discrimination, by reason of age, race, colour, creed, ethnic or national origin, ancestry, sexual orientation, physical or mental disability, place of residence, political or religious affiliation or activity, sex,

marital or family status nor by reason of his/her membership or activity in a labour union.

- 6.03 The Employer and the Union will not condone acts of harassment, including sexual and racial, in the workplace or in connection with the workplace. It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer, the Union, and the employee(s) shall treat situations involving harassment in a confidential manner.
- 6.04 Employees against whom a complaint of employment related harassment has been substantiated may be disciplined.

## **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

### 7.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

### 7.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Improving and extending services to the public.
- (b) Promoting safety and sanitary practices.
- (c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (d) Correcting conditions causing grievances and misunderstandings.

### 7.03 Meetings of Committee

The Committee shall meet as needed at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

### 7.04 Chairperson of the Meeting

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

7.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

7.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

**ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS**

8.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on a condition of employment that is in conflict with this Agreement.

8.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.03 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to a leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be **three (3)** employees.

**ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

9.01 A "grievance" shall be defined as a difference between the parties to this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

9.02 The parties to this Collective Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

9.03 Grievances shall be proceeded with as follows:

Step 1:

An employee shall, within three (3) calendar weeks of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the immediate supervisor or designate. If the matter is not resolved to the employee's satisfaction, the employee may proceed to Step 2.

Step 2:

The Union Representative and the grievor shall meet within three (3) calendar weeks with the responsible Client Account Manager or designate to discuss the grievance. Should no settlement satisfactory to the employee be reached within that time period, the grievance shall proceed to Step 3

Step 3:

The aggrieved employee may within three (3) calendar weeks, with the assistance of a Union Representative or Shop Steward, present a written grievance to the Director of Operations. In the case of a grievance arising from the dismissal or suspension in excess of two (2) working days of an employee, the grievance shall be dealt with by the Director of Operations within fourteen (14) working days. At this meeting, every reasonable effort shall be made by both parties to resolve the grievance.

9.04 If a final settlement of the grievance is not reached under Step 3, the grievance may, at any time within forty-five (45) working days, be referred by either party to a single arbitrator who shall be chosen from the following list:

- Blair Graham, Q.C.
- Arne Peltz
- C. Kristine Dangerfield

9.05 The arbitrator shall render a decision within thirty (30) calendar days from the last day of the hearing or such other time as may be reasonable in the circumstance.

9.06 The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

9.07 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9.08 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.



- 9.09 The time limits fixed in the above grievance and arbitration procedure may be extended by the mutual consent of the parties to this Agreement.
- 9.10 Where a dispute involving a question of general application or interpretation occurs, the Union shall have the right to initiate a policy grievance.

#### **ARTICLE 10 - DISCIPLINE AND DISMISSAL**

- 10.01 The Employer at its discretion may discharge any probationary employee and that probationary employee shall have no recourse to the grievance or arbitration provisions as set out in this Agreement, provided it is not done in an arbitrary or discriminatory manner.
- 10.02 (a) The Employer shall not discipline or dismiss any employee who has completed his/her probationary period, except for just cause. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- (b) No notice or pay instead of notice will be required if an employee is discharged for just cause.
- (c) An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Director of Operations or designate at Step 3 of the grievance procedure.
- 10.03 Employees will have the right to access their personnel file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record. There shall be one (1) personnel file maintained by the Employer for each employee.

#### **ARTICLE 11 - RESIGNATIONS**

- 11.01 An employee wishing to resign shall provide the Employer with a written notice of resignation that shall specify the last date upon which the employee will be present at work and perform his regular duties.
- 11.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.
- 11.03 An employee shall give notice of resignation at least fourteen (14) calendar days prior to the date on which his resignation is to be effective.
- 11.04 The employee may rescind the resignation within forty-eight (48) hours of delivering the resignation to the Employer.

## ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Seniority will continue to accrue during any period of paid leave of absence, illness, accident, compassionate care, maternity, paternity and adoption leave.
- 12.02 The Corps shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.
- 12.03 (a) Newly hired employees shall be considered to be on a probationary basis for a period of ninety (90) calendar days from the date of hiring on assignment to the bargaining unit.
- (b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment and the employee classed as permanent.
- 12.04 Loss of Seniority
- (a) An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay off or leave approved by the Employer.
- (b) An employee shall only lose his/her seniority in the event:
- (i) He/she is discharged for just cause and is not reinstated.
- (ii) He/she resigns in writing and does not withdraw within two (2) days.
- (iii) He/she fails to return to work within ten (10) working days following a recall and after receiving notice by registered mail to do so, unless through a sickness or other just cause.

- (iv) He/she has been on lay off continually for twenty-four (24) months.

12.05 Seniority During Transfers to Supervisory Positions

The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back or voluntarily returns to a position which is governed by this Agreement within the three (3) month trial period following his/her transfer or appointment, then the seniority which he/she has accumulated in such supervisory or other position shall be credited to the employee and he/she shall be placed in a job consistent with his/ her seniority.

**ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

- 13.01 (a) All new or vacant positions, which fall within the scope of this agreement, shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.

(b) Temporary Vacancies

Positions becoming vacant and initially assessed to be temporarily vacant for less than thirty (30) days may be back filled by the employer without being posted. Temporary positions vacant for more than thirty (30) days will be bulletined in accordance with Article 13.01 (a).

(c) Temporary Relief Site Supervisor

It is agreed that there is value to identifying one (1) member to cover absences of the Site Supervisor extending more than five (5) consecutive working days. The position will be filled in accordance with 13.01 (a). The Relief Site Supervisor will be paid at the Supervisor's rate while so employed.

13.02 Each employee who applies for a posted vacancy during the 7-day posting period will be notified in writing of the disposition of his/her application. The name of the successful applicant for any position, which falls within the scope of this Agreement, will be sent to the National Representative of the Union.

- (a) In the event that no member of the bargaining unit applies for a posting, the position may be filled by a Commissionaire from outside of the bargaining unit. A Commissionaire that is brought in from outside the

bargaining unit will not be considered a probationary employee, but will be subject to the trial procedure as outlined under 13.03.

- 13.03
- (a) All promotions and voluntary transfers are subject to a three (3) month trial period.
  - (b) Conditional upon satisfactory performance, he/she shall be declared permanent after the trial period.
  - (c) During the trial period, shall be returned to his/her former position without loss of seniority
    - (i) by the Employer when he/she proves to be unsatisfactory in the new position, or
    - (ii) voluntarily by the employee.

13.04 If an employee voluntarily transfers to a lower or equally paid classification, he/she shall be paid at the same increment step in the new classification as he/she was at the old classification.

13.05 An employee, who through advancing years or disablement is unable to perform his/her regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she is capable within the bargaining unit.

Failing a reasonable accommodation within the bargaining unit the Employer will accommodate the employee within the Corps in accordance with Chapter 1 Section 4 of the Human Resources Manual.

#### **ARTICLE 14 - LAY OFFS AND RECALLS**

14.01 A lay off shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement.

14.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay off, employee shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

14.03 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority provided they meet the qualifications of the position.

14.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

**ARTICLE 15 - HOURS OF WORK**

15.01 Regular hours of work for all full-time employees will be:

- (a) Security Guard/Shift Seniors
  - (i) eight (8) hours per day including a twenty (20) minute meal period; and
  - (ii) between thirty-two (32) to forty (40) hours per week
- (b) Supervisors
  - (i) eight (8) hours per day including a twenty (20) minute meal period; and
  - (ii) forty (40) hours per week

15.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each scheduled work period.

15.03 An employee who reports to work as scheduled and finding no work available shall be paid for a minimum of three (3) hours at his/her basic rate. However, when such employee works for any portion of his/her scheduled shift, he/she shall receive pay for the entire shift.

**ARTICLE 16 - OVERTIME**

16.01 Overtime shall be the time worked in excess of the daily and weekly hours of work as specified in Article 15, or in excess of the normal full-time hours in the shift pattern in effect. Such time has to be authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with 16.02.

16.02 (a) Employees shall receive one and one-half (1½) times their basic rate of pay for all hours of overtime in any one (1) day.

(b) Overtime worked on any scheduled day off or on a General Holiday shall be paid at the rate of one and one-half (1 ½) times the employee's basic salary.

16.03 (a) Employees at their option shall be entitled, in lieu of pay, to accumulate and bank overtime, at the applicable overtime rates, during the calendar year up to a maximum of sixty (60) hours, and such time to be taken at a time mutually agreeable to the employee and Employer.

When proposing to use banked overtime, employees are encouraged to provide as much notice as possible to facilitate the identification of shift replacements. Normally, employees will request time off under this provision with at least seven (7) days' notice.

(b) Unless the Employer wishes to carry over banked overtime into the next calendar year, any banked overtime accumulation at the end of March will be paid to the employee in April.

16.04 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 his/her wishes.

16.05 Call Back

A full-time employee required to report back to work outside of their regular working hours shall be paid at overtime rates for all hours worked with a minimum of four (4) hours pay at overtime rates.

16.06 On Call Transportation

Employees required to return to work on a call back, will be paid the rate for the province of Manitoba published in the National Joint Council Publication, Appendix B of the travel directive and as amended, for the use of their own vehicle.

16.07 Meal Allowance

An employee required to work overtime for a period in excess of two (2) hours immediately following his/her hours of work, shall be supplied with a hot meal and if this is not possible, a payment of twenty dollars (\$20.00) will be made in lieu of.

16.08 An employee shall not be required to lay off during regular hours to equalize any overtime worked.

**ARTICLE 17 - VACATIONS**

- 17.01 The vacation year shall be from the 1st day of April to the 31<sup>st</sup> day of March.
- 17.02 A full-time employee who has completed less than one (1) year's continuous employment as of the cut off date indicated in 17.01 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.
- 17.03 Annual vacation shall be earned at the rate of:
- (a) Two (2) weeks per year commencing in the first year of employment;
  - (b) Three (3) weeks per year commencing in the fourth year of employment;
  - (c) Four (4) weeks per year commencing in the ninth year of employment;  
and
  - (d) Five (5) weeks commencing in the fifteenth year of employment.
- 17.04 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period that the vacation was earned but not taken:
- (a) Two (2) weeks per year 4% of basic pay
  - (b) Three (3) weeks per year 6% of basic pay
  - (c) Four (4) weeks per year 8% of basic pay
  - (d) Five (5) weeks per year 10% of basic pay
- 17.05 The Employer will post a projected vacation entitlement list not later than the 1<sup>st</sup> day of March of each year. Employees shall indicate their preferences as to dates within twenty-one (21) calendar days of posting of the projected entitlement list and the Corps will post the vacation list twenty-one (21) calendar days after the posting period has been completed.
- 17.06 The Employer will give due consideration to employee preference based on seniority and individual circumstances, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 17.07 In the event that an employee is hospitalized or under the care of a medical practitioner or licensed chiropractor during his/her vacation, the employee may

utilize income protection credits to cover the period under care, and the displaced vacation shall be rescheduled. Proof of such care shall be provided if requested.

- 17.08 Where an employee is subpoenaed for jury duty or is in receipt of Workers' Compensation Board benefits during her period of vacation, there shall be no deduction from 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 that vacation year.

#### **ARTICLE 18 - GENERAL HOLIDAYS**

- 18.01 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day	Journee Louis Riel Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	

and any other day proclaimed as a general holiday by Federal or Provincial authorities.

- 18.02 An employee required to work on a general holiday will be paid in accordance with Article 16.02.
- 18.03 An employee required to work on a general holiday, in addition to overtime paid in accordance with Article 16.02, employees will also be granted an additional day's pay at their basic rate.
- 18.04 If a general holiday falls on the regular day off of an employee or while an employee is on vacation the employee will also be granted an additional day's pay at their basic rate.
- 18.05 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

#### **ARTICLE 19 - INCOME PROTECTION**

- 19.01 An employee who is absent from scheduled work due to illness, disability, quarantine or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by Manitoba Public Insurance (MPI) shall



be entitled to his/her regular basic pay to the extent that he/she has accumulated income protection credits.

- 19.02 An employee who is unable to report for work due to illness shall inform his/her Supervisor or designate, as soon as is reasonably possible, prior to the commencement of his/her next scheduled shift(s), in order to allow the Division sufficient time to find a replacement.
- 19.03 Income protection will commence on completion of the six months of employment with the Division. At the beginning of each fiscal year every employee will be credited with three (3) sick day credits with a maximum of fifteen (15) days. Banked allotments cannot be cashed out during the employee's regular employment with the Corps. Employees on retirement or resignation will be entitled to be paid out at sixty percent (60%) of their accumulated allotment. Employees who are terminated for just cause will lose their accumulated entitlement and will not receive a payout.
- 19.04 Income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 19.05 Upon written request, the Employer shall provide the employee, in writing, of the amount of their accrued income protection within five (5) days of the request.
- 19.06 (a) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that he/she was unable to carry out his/her duties due to illness.
- (b) When the Employer requires an employee to provide medical documentation from a medical practitioner the Employer shall reimburse the employee for the cost of the medical documentation.
- 19.07 An employee may apply to utilize up to three (3) days of income protection, each calendar year, for the purpose of accompanying to medical appointments or providing care in the event of an illness of a spouse, child, parent, grandparent, grandchild or person who has the employee as the primary caregiver.
- 19.08 When an employee is given a leave of absence for the leaves outlined under Article 12.01(b) or Article 20.18, he/she shall receive sick leave credit for the period of such absence on his/her return to work.

When an employee is laid off on account of a lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay off.

**ARTICLE 20 - LEAVES OF ABSENCE**

20.01 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.

20.02 Maternity Leave

- (a) A female employee, who has completed seven (7) consecutive months of employment with the Employer, shall be granted maternity leave of absence without pay by the Employer consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (b) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

20.03 Parental Leave

Consistent with Employment Standards Code of Manitoba. Effective June 04, 2018, eligible employees are entitled to up to sixty-three (63) weeks "Parental Leave". A parent can choose to receive EI parental benefits over a period of 12 months at the current EI benefit rate, or up to 18 months at a lower EI benefit rate.

(a) Entitlements:

- (i) Every employee who,
  - (A) in the case of a female employee, becomes the natural mother of a child,
  - (B) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - (C) adopts a child under the law of a province; and

- (ii) has completed seven (7) consecutive months of employment; and
- (iii) who submits to the Employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave of absence without pay, consisting of a continuous period to a maximum of sixty-three (63) weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than eighteen (18) months after the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when his/her parental leave is to commence.

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 maternity leave unless the employee and Employer agree otherwise.

(c) Late Application for Parental Leave

When an application for parental leave under subsection (a) above is not made in accordance with (a) (iii), above, the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made.

20.04 An employee wishing to return to work prior to the expiration of maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of his/her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise his/her rights as though they had remained in the job, or be placed in a comparable classification and shift schedule at the same salary level.

20.05 Benefit coverage shall be maintained for an employee on leave under this Article and the Employer and employee shall continue to make necessary contributions for such coverage.

20.06 An employee on leave under this Article shall accrue seniority credits throughout his/her period of leave.

20.07 Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive days' leave without loss of pay and benefits in the case of the death of a spouse, common-law spouse, same sex partner, child, father, mother, brother, sister, grandmother, grandfather, grandchild, fiancé or a relative living with the employee.

An employee shall be granted one (1) regularly scheduled consecutive day's leave without loss of pay and benefits in the case of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle or former guardian.

An employee shall be granted the balance of the day off without loss of pay and benefits if the employee is notified of the death while on duty.

Bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

20.08 Jury Duty

An employee subpoenaed as a witness in any court of law shall receive a leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

An employee required to serve as a juror in any court of law shall receive a paid leave of absence up to ten (10) days at his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses. In the event that an employee is required to serve as a juror beyond the ten (10) days, the additional days shall be granted as an unpaid leave of absence.

An employee requested for jury selection for any court of law shall receive a paid leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

20.09 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee Benefit Programs.

20.10 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

20.11 Union Leave

Upon 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. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

20.12 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office. Such employee may receive his/her pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.

20.13 Public Duty

The Employer recognizes the right of an employee to participate in public affairs. Therefore, 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 the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office.

20.14 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

20.15 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance.

20.16 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26)

weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, step child, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code of Manitoba*.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in 20.07 of the Collective Agreement.

## 20.17

### Military Duty or Training Leave

Employees who are members of the Canadian Armed Forces will be granted a leave without pay when they are required for an operational mission, military duty or training.

20.18 Citizen Ceremony Leave

Employees who are new Canadians shall be entitled to take up to four (4) hours' unpaid leave to attend their Canadian Citizen ceremonies subject to the following conditions:

- (a) An employee must have completed thirty (30) days of employment as of the intended date of the leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing fourteen (14) days prior to taking the leave unless a shorter period of time is agreed to by the Employer.

20.19 Organ Donor Leave

An employee is entitled to take an unpaid leave of up to thirteen (13) weeks to donate an organ or tissue to another individual subject to the following conditions:

- (a) An employee must have completed thirty (30) days of employment as of the intended date of the leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing and provide as much advance notice as possible.
- (c) The employee must provide a certificate from a physician indicating the start and end dates for the period of time necessary to donate the organ or tissue including recovery time.
- (d) An employee may extend the leave up to an additional thirteen (13) weeks by providing an updated certificate from their physician indicating the time period need to finish recovering.
- (e) An employee under this leave shall continue to accrue seniority.
- (f) On return from the leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise his/her rights as though they had remained in the job, or be placed in a comparable classification and shift schedule at the same salary level.

- (g) Employees who wish to return to work before their leave has ended must give the Employer written notice of their intent at least one pay period before the day he or she wishes to end the leave.

## **ARTICLE 21 - BULLETIN BOARDS**

- 21.01 Bulletin board space for the use of the Union will be provided by the Employer. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 22 - SALARY**

- 22.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 22.02 Employees shall be paid every two (2) weeks.
- 22.03 Temporary Assignment of Duty  
  
In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement, he/she shall be paid at the higher rate.
- 22.04 Night Shift Premium  
  
Effective April 1, 2013, a shift premium of one dollar and sixty-five cents (\$1.65) per hour will apply for night shift work for the full period of the shift (2300 to 0700 hrs.).
- 22.05 Security Guard Certification  
  
The Corps shall provide a twenty-five per cent (25%) discount based upon retail charges to the public to employees who are renewing their security guard certification. The discount would apply to the Security Guard License, Child Abuse Registry and Criminal Records Check when the three (3) come up for renewal every third (3rd) year and the renewal is done through the Corps.
- 22.06 Payment on Transfer to Lower Rated Job  
  
When an employee within the bargaining unit is temporarily assigned to a position within the bargaining unit paying a lower rate of pay, the employee's rate shall not be lowered.



**ARTICLE 23 - CLOTHING AND EQUIPMENT ALLOWANCE**

- 23.01 The Employer shall supply all necessary safety equipment required by employees to perform their duties and any equipment required by the *Workplace Safety and Health Act*.
- 23.02 The Employer agrees to provide the following clothing:
- Uniform
  - Rain gear
  - Winter parka
- 23.03 The employer will provide a footwear allowance for each employee for safety footwear to be worn while at work up to an amount of \$100.00, substantiated by receipts every year. Receipts shall be submitted within three months of the purchase of the boots. Any excess costs over and above the allotted amount will be paid by the employee.

**ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**

- 24.01 The Union shall be notified in writing of all new positions, reclassifications or revisions of present positions. All terms covered by this Agreement with respect to all new positions, reclassifications or revisions of present positions, shall be subject to negotiation between the Corps and the Union and in the event of disagreement, the dispute may be submitted to arbitration as defined in Article 9.

**ARTICLE 25 - HEALTH AND SAFETY**

- 25.01 The Union and the Corps shall cooperate in ensuring safe working conditions as set out by the Manitoba Workplace Safety and Health Legislation.
- 25.02 Health & Safety matters shall be a permanent agenda item for the Labour Management Committee and all of its meetings. Nothing in this Article precludes the calling of a meeting to specifically address Health & Safety matters.
- Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Corps and the Union.
- 25.03 The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.
- 25.04 An employee who is injured or becomes ill during working hours and is required to leave for treatment or is sent home for such injury or illness shall receive

payment for the remainder of the shift at his/her rate of pay in effect without deduction from sick leave.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

26.01 Before the introduction of any technological change or changes in methods of operation, which affect the conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the Employer.

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

### 26.02 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 to perform. If there is no vacancy, she shall have the right to displace employees in accordance with the lay off procedure specified in this agreement.

### 26.03 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 wages or salary rates during the training period of any such employee.

## **ARTICLE 27 - CLIENT ACCEPTANCE**

27.01 The nature of the relationship between the Employer and the client necessitates that individual employees should be acceptable to the client at the workplace to which they are assigned. When a client considers an employee to be unsuitable,

either on initial assignment or at any subsequent time, and the client raises their concerns, preferable in writing, to the Employer, the Employer shall review the concerns of the client with the employee and will try to reconcile the situation.

Where no reconciliation is possible and the client's position does not constitute just cause, in accordance with Article 10, the employee shall be red circled at their current salary for eighty (80) hours and redeployed to the Spares Board, where the Commissionaire will be given preference for the next full-time position, which shall be outside the bargaining unit, for which the Commissionaire is acceptable and suitable.

The Union will be immediately notified when a concern is raised under this Article.

## **ARTICLE 28 - GENERAL**

### 28.01 Correspondence

All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall be directed to the President with a copy to the National Representative of the Union and the Steward in the Unit.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the National Representative of the Union and to the Steward in the Unit.

28.02 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law or regulation now existing or hereafter enacted or proclaimed shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in effect.

### 28.03 Copies of Agreement

The Union and Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Union and the Employer shall share equally the cost of printing the Agreement in a union shop.

Copies of the Agreement shall be supplied to all employees and sufficient additional copies shall be printed for use of the Union Executive and Corps Officials.

28.04 Copies of Policies

Copies of all policies adopted by the Corps, which affects the members of this Union, are to: 1) be forwarded to the Union and 2) be posted on all bulletin boards.

28.05 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

**ARTICLE 29 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

29.01 This agreement shall be in effect from the date of signing until March 31, 2022.

29.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

29.03 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

29.04 The Union shall give the Employer seven (7) calendar days' notice prior to the Employees going out on strike.

29.05 The Employer shall give the Union seven (7) calendar days' notice prior to locking out the Employees.

29.06 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.


29.07 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of ratification of this Agreement.


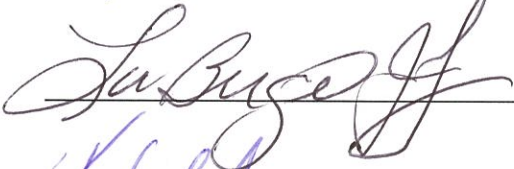
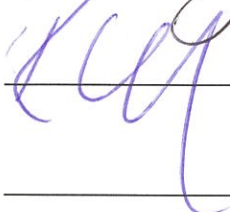
29.08 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

DATED IN WINNIPEG THIS 29<sup>th</sup> DAY OF May, 2019.

**FOR THE COMMISSIONAIRES  
(MANITOBA) RCMP "D"  
DIVISION HEADQUARTERS**

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 500**

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KC/ajh/cope 491  
May 24, 2019

**SCHEDULE "A"**

**THE COMMISSIONAIRES (MANITOBA)  
RCMP "D" DIVISION HEADQUARTERS  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

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	<u>Apr 1/19(%)</u> (\$0.25)	<u>Apr 1 /20(%)</u> (\$0.25)	<u>Apr 1 /21(%)</u> (\$0.25)
Guards	\$14.35	\$14.60	\$14.85
Shift Leaders	\$15.15	\$15.40	\$15.65
Bilingual Guard	\$15.15	\$15.40	\$15.65
Site Supervisor	\$17.50	\$17.75	\$18.00

**Note: In those years in which a performance recognition payment is made Commissionaires Manitoba members of CUPE, Local 500 will be included in that payment using the same criteria as established for all commissionaires.**

**The Employer (the RCMP "D" Division Headquarters) will do a proper assessment of the Headquarters which will include the employees input in the early new year.**

**If Commissionaires Manitoba provides a general wage rate increase to their other Commissionaires, working outside the collective agreement, that exceeds those hourly rates identified in this agreement, they will provide the same general wage rate increase to those Commissionaires covered by this agreement.**

**The Employer will pay 50% of the LTD Premium, this equates to \$0.20 per hour.**