

**EPIC OPPORTUNITIES INC.**

FROM: January 1, 2023

TO: March 24, 2024

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# EPIC OPPORTUNITIES INC.

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**EXPIRY: MARCH 24, 2024**

**AGREEMENT BETWEEN:**

**EPIC OPPORTUNITIES INC.,**  
Winnipeg, Manitoba, (hereinafter  
referred to as "the Employer")

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN  
ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A  
HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE  
EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A  
FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE  
BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION,**

**NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS  
FOLLOWS:**

**ARTICLE 1 BARGAINING AGENCY**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees of Epic Opportunities Inc. in the City of Winnipeg, Province of Manitoba, save and except Administration Staff, Residential Disability Support Workers, Managers, those above the rank of Manager, and those excluded by the Act.

1.02 The Employer will keep the Union informed, in writing, of the names, titles, fax, email addresses and phone numbers of all management of Epic Opportunities Inc. who deal with members of the bargaining unit.

1.03 The Employer shall provide the Union in January of each calendar year, with a list containing the classifications and number of persons in those classifications excluded from the Collective Agreement.

1.04 The Employer shall provide the Union with a list containing the current names, addresses, phone numbers, classifications, full-time or part-time status and rates of pay of all bargaining unit employees, in January and July of each year.

## **ARTICLE 2**      **DEFINITIONS**

2.01      **Full-Time Employee** - is an employee who is normally scheduled to work not less than forty (40) hours per week.

2.02      **Part-Time Employee** - is an employee who is normally scheduled to work an average of less than forty (40) hours per week

2.03      **Term Employee** - means a person who is employed for a specific term or a specific project, with a maximum duration of six (6) months or such longer duration as may be agreed to by the Union and the Employer. This Agreement shall apply to term employees in all respects except that term employees shall not be eligible for insured benefits in Appendix B-2 Group Life Insurance and Appendix B-3 Group RRSP Plan.

In the event the term employment is for maternity/parental leave, the term will be automatically extended, if the maternity/parental leave is for longer than six (6) months but only to a maximum fifty-four (54) weeks.

2.04      **Promotion** - is the movement from one classification to another classification with a higher maximum rate of pay.

2.05      **Demotion** - is the movement from one classification to another classification with a lower maximum rate of pay.

2.06      **Layoff** - means the removal of an employee from employment for more than one (1) week due to a shortage of work, a shortage of funds or due to a reorganization.

2.07      **General Interpretation** - When the masculine gender is used it shall also mean the feminine gender wherever applicable, and vice versa.

2.08      **Supported Individual** - When the words "supported individual" are used in relation to the workplace it shall mean those individuals with an intellectual disability who are receiving support services from Epic Opportunities Inc.

2.09      **Location** - The following are each considered a location:

1. Goulet (61)
2. Portage (71)

### **ARTICLE 3**            **MANAGEMENT RIGHTS**

3.01            Subject to the terms of this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a)    the right to maintain order, discipline and efficiency; to make, alter and enforce reasonable rules and regulations to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.
- (b)    the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit.
- (c)    the right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed; the standards of work and service, and the choice of supplier of goods and services; the schedules of work and of service, the methods, process and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Employer at any time and how many shall work on any job operation; working hours, the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

3.02            In administering this Agreement, the Employer and the Union shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

### **ARTICLE 4**            **JOINT LABOUR MANAGEMENT COMMITTEE**

4.01            A Joint Labour/Management Committee shall operate during the term of this Agreement consisting of not more than one (1) representative per location from the Union and an equal number of Employer representatives who shall meet at least once quarterly or more often by mutual agreement to discuss working conditions and other matters to promote a harmonious relationship between the Employer and its employees. The parties will provide notification to each other of the names of their



representatives on the Committee. Unless there is a situation beyond the control of the Union representative or the Employer representative, the Union and the Employer will give at least forty-eight (48) hours' notice of any intention to cancel a scheduled meeting.

4.02 Employees shall suffer no loss of pay as a result of attending such meetings. The parties will endeavor to hold all meetings during non peak work time. Committee members who attend a Joint Labour/Management Committee meeting will be compensated by straight time off for all time spent at the meeting outside of normal working hours. Except by mutual agreement to the contrary, these meetings will be scheduled sixty (60) minutes duration but may be extended if both parties agree.

4.03 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall be provided with a copy of these minutes, upon request. The chairperson of this committee shall alternate between Management and bargaining unit members from meeting to meeting.

## **ARTICLE 5                    UNION RIGHTS AND ACTIVITIES**

5.01 The Employer shall recognize Shop Stewards appointed and/or elected by the Union, two (2) from each location, to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to Management. The Union shall notify the Employer, in writing, of any changes in appointment of Shop Stewards.

5.02 Providing permission has been obtained from the Employer with such permission not to be unreasonably withheld, Shop Stewards shall be allowed reasonable time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances. No more than one (1) Shop Steward will be allowed time off at any one (1) time in order to investigate grievances or potential grievances.

5.03 The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

5.04 Shop Stewards shall be allowed to wear their Shop Steward's pin while on duty. The Employer is not responsible for any damage incurred due to the wearing of the pin.

5.05

**Convention/Conference/Education Leave**

A leave of absence, without pay, for the purpose of attending conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union, providing there is adequate staff coverage with a minimal disruption to service. The Employer will make every reasonable effort to ensure sufficient staffing is available to enable employees to attend such training. Time off shall not be granted to more than one (1) employee at any one (1) time from each location, unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed five (5) working days per occasion. The Union shall give the Employer written notice not less than ten (10) working days before the requested leave is to commence. The Employer agrees to pay the employees as if they had worked and to bill the Union accordingly. Payment by the Union to the Employer will be made within thirty (30) calendar days from the receipt of the invoice from the Employer.

5.06

Leave of absence without pay may be granted for a period of up to one (1) year, to an employee with a minimum of one (1) years' service who is engaged full-time in union activities. This provision is restricted to a maximum of one (1) employee from the entire bargaining unit at a time. During such leave, seniority will continue to accrue. All other benefits will be frozen until the employee returns to work. The Union will give a written request to the Employer twenty (20) working days ahead of the commencement and/or termination of such leave of absence.

5.07

**Negotiation Leave**

The Employer shall allow one employee (1) per location time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer agrees to pay the employees as if they had worked and to bill the Union accordingly. Payment by the Union to the Employer will be made within thirty (30) calendar days from the receipt of the invoice from the Employer.

5.08

All Union requested time off will be paid as time worked by the Company and billed to the Union for reimbursement.

**ARTICLE 6            UNION REPRESENTATIVE'S VISITS**

6.01

Upon prior notification to the applicable Coordinator, duly authorized full-time Union Representatives shall be entitled to visit all areas of the Employer's operations where employees work, with minimum disruption to the supported individuals or the employees, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

6.02 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the full-time Union Representative.

6.03 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. Any such meeting shall take place in a location designated by the Employer that is acceptable to the Union.

## **ARTICLE 7 CONTRACTING OUT**

7.01 The Employer shall not contract out (including volunteers) bargaining unit work for the purpose of laying off or reducing normal working hours of bargaining unit employees. Summer students are to be considered as contract workers.

## **ARTICLE 8 UNION SECURITY**

8.01 The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Collective Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff.

8.02 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fee.

8.03 The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) working days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

8.04 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on leave of absence from their employment during the previous month, and those hired or rehired during this same period.

**Orientation Program**

The Employer agrees that new employees will be allowed up to fifteen (15) minutes straight time off with pay in order to meet with the full-time Union Representative and/or Shop Steward for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the United Food & Commercial Workers Union, Local No. 832. This meeting shall take place at a time mutually agreeable between the full-time Union Representative and/or Shop Steward and the Employer.

**ARTICLE 9          DEDUCTION OF UNION DUES**

9.01                    The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

9.02                    Each year the Employer will calculate the amount of Union dues deducted from the employees' wages and indicate same on the T-4 slip of each employee no later than February 28th.

**ARTICLE 10        CASH SHORTAGES**

10.01                  An employee who, during their shift is assigned sole responsibility and control of the keys used to secure the cash at their workplace shall be responsible for that cash and shall count and balance the cash at the start and conclusion of each shift worked.

Employees responsible for cash will be given adequate time at the start and completion of each shift to count and balance the cash. If an employee does not have adequate time to fulfill this obligation, or if an employee detects a cash shortage they shall immediately contact Management to advise.

## **ARTICLE 11**      **PROBATIONARY PERIOD**

11.01                      All employees must serve a probationary period of six hundred and forty (640) actual working hours (eligible general holidays included) of employment upon commencing employment under this Agreement. When the probationary period expires, the employee's seniority shall then be dated back to the employee's last date of hire. The purpose of the probationary period is to provide the Employer with an opportunity to assess the qualifications of an employee and to review the performance and suitability of an employee for continued employment.

11.02                      A probationary employee may be dismissed without cause and shall not have recourse to any grievance or arbitration procedures in the event that such probationary employee is terminated during their probationary period.

11.03                      It is expressly understood that no employee will have their probationary period extended except with the agreement of the Union.

## **ARTICLE 12**      **STRIKES AND LOCKOUTS**

12.01                      During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

## **ARTICLE 13**      **SENIORITY**

- 13.01                      (a)      Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed their probationary period.
- (b)      In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (work location) rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave)

13.02                      Seniority shall continue to accumulate during all paid and unpaid (up to fifty-two (52) weeks) authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

13.03 An employee shall cease to have seniority rights and their employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days or does not respond in writing within seven (7) calendar days of receiving a registered letter sent to their last known address;
- (d) is absent from work without an approved leave of absence for more than two (2) consecutive scheduled working days unless a satisfactory reason is given by the employee. Bona fide sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason; or
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Bona fide sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

13.04 **Seniority Application Promotions/Layoffs**

In all matters of recall from layoff, promotion, awarding of a new full-time position or vacancy, relieving another employee where compatibility and ability are relatively similar, seniority within the classification within the Division firstly and then bargaining unit-wide shall be the governing factor during the selection process.

Reverse order of seniority within the classification within the Division firstly and then bargaining unit-wide shall be the governing factor in all matters of downsizing, layoff and reduction to part-time, providing the more senior employee has the immediate ability to be able to perform the normal functions of the job and the supported individuals' needs are met.

13.05 **Outside Bargaining Unit Position**

Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six hundred and forty (640) working hours. This employee shall cease all association with the Union, including payment of Union dues.

Commencing with, and included in, the acceptance of the non-bargaining unit position, the employee will be placed on probation period of six hundred and forty (640) working hours. During this period, with ten (10) working days' notice, the employee shall be entitled to return to the bargaining unit and their former job at the rate of pay at which they left. During the probation period, the Employer shall also have the right to return the employee to their former position and rate of pay. In this case, the Employer would pay the employee the difference in pay for a two (2) week period. Employees who remain outside of the bargaining unit beyond the probation period shall be deemed to have left the Union membership.

13.06 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time. Part-time employees who become full-time for a period of less than one (1) year and who are then reduced to part-time by the Employer shall retain their original part-time seniority date. It is understood that one (1) on one (1) workers shall, where possible, remain with their supported individual.

Part-time employees who become full-time shall be placed at the bottom of the full-time seniority list.

13.07 No new employees shall be hired by the Employer so long as there are qualified part-time employees who are available, able and willing to perform the work required, or so long as there are qualified employees who are on layoff status who are available, able and willing to perform the work required.

13.08 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees.

13.09 The Employer shall give four (4) weeks' notice in writing or four (4) weeks' difference in pay in lieu thereof, to any person whose status is to be changed by the Employer from full-time to part-time.

13.10 Part-time employees who desire more hours of work may so indicate in writing to their Coordinator. Such employees will be given additional hours, where available, on a seniority basis, within their classification provided they are qualified and compatible, and that the additional hours do not conflict with the employee's regular work or result in overtime.

13.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of full-time positions, where there are employees who wish to work full-time, subject to Article 13.04, Seniority Application Promotions/Layoffs, the supported individuals' need(s) and provided the Employer has the funding for full-time service.

## **ARTICLE 14      JOB POSTING**

14.01                When a full-time or part-time job vacancy occurs, the Employer shall, after consulting with the Union, notify the Union as to whether the vacancy will be filled. Such notification shall be made within twenty-eight (28) days of the vacancy. In the event the vacancy will not be filled, the Employer will advise the Union of its reasons for making that decision. When a vacancy is to be filled, all such vacancies shall be posted for at least seven (7) calendar days by e-mail to the e-mail addresses supplied by employees. A copy shall be sent to the Union office when the job is awarded with a copy to the successful applicant. The notice shall set out the qualifications, classification, hourly rate of pay, starting and quitting times, days to be worked and the effective date of the position. A copy of the job description shall be given to the employee upon request. Where competing employees' qualifications, skills and ability are similar, full-time and part-time vacancies and new full-time and part-time positions shall be filled on the basis of seniority.

                         All employees will have access to their personal email through employer provided computers or tablets for the purpose of checking for job postings.

14.02                It is understood and agreed that Management will notify the Union office by letter, within seven (7) calendar days of the decision, of the successful applicant filling the new position or vacancy.

14.03                The employee awarded the job may be returned to their former position at any time by the Employer within the thirty (30) calendar day period after their appointment, if said employee cannot satisfactorily perform the job.

                         The employee involved may also decide to return to their former position, within the thirty (30) calendar day period after their appointment.

                         When said employee returns to their former position it shall be without loss of wages, hourly rate of pay, or seniority, and at the prevailing rate of pay of the original position.

                         During the thirty (30) day calendar period, either the Employer or the employee must give two (2) weeks' notice of a return to the former position even if this notice period runs past the thirty (30) day period.

                         In the event the Employer cannot do an adequate assessment in the above mentioned thirty (30) calendar days, the Employer may meet with the Union to discuss extending the thirty (30) calendar day period.



14.04 Employees will be allowed to apply for and hold more than one (1) position at any time provided:

- (1) The start and quit times do not overlap and there is no conflict of hours; and
- (2) The total hours of the two (2) jobs do not result in overtime.

## **ARTICLE 15 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

### **15.01 Notice of Layoff**

The Employer shall notify all full-time and part-time employees who are to be laid off, fifteen (15) working days prior to the effective date of the layoff or provide payment for their scheduled days of work during the fifteen (15) day notice period, with a copy being sent to the Union.

### **15.02 Notice of Closure**

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, within two (2) working days of receiving notice from the Province of such closure; or at least sixty (60) working days, should the decision to close be made independent of the Province.

**15.03 In the event of a layoff that is permanent for one (1) or more employees, the parties will meet as far in advance as possible to explore options to minimize the effect of the layoff. If the Employer does not provide an offer of employment within the organization that provides at least as many available hours of work, the affected employee or employees will receive one (1) week of pay per year of service in addition to the notice periods set out above in 15.01 and 15.02.**

## **ARTICLE 16 TRAINING**

16.01 Where feasible, the Employer shall assist in the professional development of employees. Employees agree to participate in training sessions provided by the Employer during working hours, as staff ratios permit.

16.02 Where the Employer schedules an employee to attend a conference or training session, the employee shall suffer no loss of regular pay for their attendance, but shall not be entitled to any overtime compensation. In addition, the Employer also agrees to pay for authorized out of town transportation, accommodation, and reasonable meal expenses with receipts.

16.03                    Where the Employer schedules an employee to attend an education and/or training session, all required course costs will be paid by the Employer.

16.04                    The Employer agrees to continue to schedule employees to attend training sessions on Non-Violent Crisis Intervention, as available.

16.05                    Where course costs are absorbed by the Employer, each employee will agree to reimburse these costs to the Employer if:

- (a)    the employee fails to attend all or part of the training session without an acceptable excuse;
- (b)    the employee fails to attain a pass standard where applicable in a course;
- (c)    the employee voluntarily ceases to work for the Employer within a twenty-six (26) week period following course completion; or
- (d)    the employee is dismissed for just cause within the twenty-six (26) week period following course completion. This subsection (d) shall not apply to probationary employees who are dismissed.

16.06                    **Educational Spending Account**

After written application from an employee and at the sole discretion of the Employer, necessary time off, with pay, and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to employment with Epic Opportunities Inc.

16.07                    Mandatory first aid training for employees will be arranged by the Employer for initial training and renewals prior to expiry. Other training required by the Employer will be arranged as soon as reasonably practicable.

**ARTICLE 17                    HOURS OF WORK**

17.01                    **Work Week/Full-time Employees**

The basic work week for full-time employees shall be not less than forty (40) hours to be worked in five (5) shifts of eight (8) hours per day from Monday to Friday inclusive.

17.02                    **Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

17.03                    **Work Week/One (1) General Holiday**

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

17.04                    **Work Week/Two (2) General Holidays**

In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

17.05                    Nothing in this Agreement should be construed as a guarantee of hours of work.

**ARTICLE 18            WORK SCHEDULES**

18.01                    All changes to employees' work schedules will be given to the affected employees as far in advance as possible. If the Employer requires an employee to transfer to another location temporarily, the employee in the sending location will be required to temporarily transfer to the receiving location, provided the employee has the compatibility and ability to work with the supported individual. Temporary transfers shall not exceed thirty (30) calendar days.

18.02                    **Emergency Pay**

If the workplace is closed due to inclement weather, any employee who was scheduled to work during such day shall not be required to report to work under such circumstances and shall nevertheless continue to receive full pay for the shift that they were scheduled to work on such day.

18.03                    **Weekend Shift Premium**

Employees required to work their hours on a weekend between midnight Saturday (0:00 hours Saturday), and midnight Monday (0:00 hours Monday), shall be paid a weekend shift premium of forty-five (45¢) cents per hour for all such hours or portion of an hour worked. Weekend shift premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

18.04

**Off Shift Premium**

Employees required to work their hours between 5 p.m. and midnight (0:00), Monday through Friday inclusive, shall be paid a premium of twenty-five (25¢) cents for all such hours or portion of an hour worked. Off shift premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

**ARTICLE 19 MEAL AND REST PERIODS**

19.01 Employees' meals are to be taken with the supported individuals and are to be with pay.

- 19.02
- (a) Employees working six (6) or more hours will be provided with reasonably spaced lifestyle breaks at appropriate times to a maximum of thirty (30) minutes per day. Employees who cannot take lifestyle breaks will be allowed to bank unused break time. Time off in reduction of banked time will be scheduled by the Employer after consulting with the employee affected.
  - (b) Employees working less than six (6) hours will be provided with reasonably spaced lifestyle breaks at appropriate times to a maximum of fifteen (15) minutes per day. Employees who cannot take lifestyle breaks will be allowed to bank unused break time. Time off in reduction of banked time will be scheduled by the Employer after consulting with the employee affected.
  - (c) Time banked in accordance with this Article must be used within twelve (12) months of the day it was banked.
  - (d) Employees will be entitled to take lifestyle breaks so long as they arrange for coverage by a qualified employee for the duration of the lifestyle break.

19.03 The Employer will reimburse employees for pre-approved expenses incurred in accompanying a supported individual for a meal or coffee, consistent with their person-centered plan. This reimbursement shall be conditional upon providing a receipt, up to the financial spending limits in the Employer's Financial Protocols, which are currently:

- Breakfast with a Person Supported – employee reimbursement limit = **Ten (\$10.00)** dollars
- Lunch with a Person Supported – employee reimbursement limit = **Twelve (\$12.00)** dollars

- Supper with a Person Supported – employee reimbursement limit = **Sixteen (\$16.00)** dollars
- Coffee or Snack with a Person Supported – employee reimbursement limit = Three **dollars and fifty cents (\$3.50)**

## **ARTICLE 20**      **PAYMENT FOR MEETING ATTENDANCE**

20.01                      When the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting shall be considered time worked.

## **ARTICLE 21**      **REPORTING PAY**

21.01                      All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be compensated by time off or pay of one and one-half (1½X) times the hours worked, subject to sub-article 22.03 below.

## **ARTICLE 22**      **OVERTIME**

22.01                      All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be compensated by time off or pay of one and one-half (1½X) times the hours worked, subject to sub-article 22.03 below.

22.02                      Overtime shall be by mutual agreement between the employees and the Employer and normally on an unscheduled or emergency basis. The employee who normally functions in the job requiring overtime will be requested first (1st) and thereafter be offered to qualified employees according to availability in decreasing order of seniority. All overtime must be authorized by Management. In the event there is no Management on duty, reasonable attempts will be made to contact a Management representative by phone. If there is no contact with Management, and overtime must be worked in order not to leave supported individuals alone, or for other such unavoidable circumstances, employees will be deemed to have received authorization.

22.03                      At the option of the employee, overtime will be compensated either by paying the employee one and one-half (1½X) times the appropriate regular hourly rate or by permitting the employee to bank up to seventy-five (75) overtime hours including time worked on general holidays (one hundred and twelve and one-half (112½) hours time off). Such time may only be taken with the prior authorization of the Coordinator. Accumulated banked overtime shall be provided to each employee, for each pay period. Accumulated overtime not taken shall be paid out on the last pay period preceding March 31st annually.

## **ARTICLE 23**      **GENERAL HOLIDAYS**

23.01                      The following days shall be recognized and considered as paid general holidays:

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

In the event the Province of Manitoba authorizes and funds any additional holidays, these days will also be considered to be part of the listing above.

23.02                      An employee is entitled to general holiday pay for a general holiday, whether they work on the general holiday or not, provided the employee:

- (a)      reported for work after having been scheduled to work on the day of the general holiday;
- (b)      did not absent themselves from work without the Employer's consent on the regular working day immediately preceding or following the general holiday unless the absence is by reason of verified illness or injury, where such injury would prevent the performance of the employee's regular duties.

General Holiday pay will be equal to a full-time employee's full regular day's pay at the time the general holiday is taken. Employees working an eight (8) hour day schedule would be paid general holiday pay equivalent to eight (8) hours at such employee's regular rate of pay.

23.03                      General holiday pay for part-time employees shall be equal to five (5%) percent of the employee's total wages, excluding overtime, in the four (4) weeks immediately prior to the general holiday.

23.04                      An employee who works on a general holiday shall be paid or compensated at the rate of one and one-half (1½X) times their regular rate of pay for all time worked in addition to their general holiday pay.

23.05                      If any of the general holidays listed in sub-article 23.01 fall on a full-time employee's scheduled day off, at the employee's option, said employee shall receive a day's pay or another day off with pay in lieu of the general holiday at a time mutually agreed between the employee and the Employer.

23.06 In addition to the general holidays referred to in 23.01 above, all employees shall be entitled to take two (2) paid floating holiday per fiscal year. Said floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the Employee and the Employer. Only employees whom have completed two (2) years of continuous work will be entitled to the floating holiday.

## **ARTICLE 24            WAGES/RELIEVING RATES OF PAY/ NEW CLASSIFICATIONS/PAY DAYS**

24.01 The Employer agrees to pay wages to employees on a bi-weekly basis in accordance with the minimum rates set out in Appendix "A" attached hereto and forming a part of this Agreement.

24.02 No employee will be required to relieve a person outside the bargaining unit.

24.03 Any employee who is temporarily assigned to work in a higher paying classification for more than two (2) consecutive shifts shall receive the higher rate of pay for all time so employed. Consecutive shifts shall mean consecutive to the job, not the employee.

24.04 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

24.05 If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for the new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure outlined in this Agreement.

24.06 At the discretion of the Employer, new or rehired employees may be paid a starting rate of pay which recognizes their previous directly related experience and/or education.

24.07 Where reasonably practicable employees will be paid by direct deposit to the financial institution of the employee's choice by the Thursday following the end of the pay period. Employees will continue to receive an itemized statement of wages covering the previous pay period.

## **ARTICLE 25            HEALTH AND WELFARE BENEFITS REFERRAL**

25.01 Health and Welfare benefits shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement.

## **ARTICLE 26      VACATION**

26.01            The vacation year is calculated from the starting date of employment. Vacation days accumulate throughout the year. Vacation pay will be accumulated at the applicable percentage of total earnings, excluding overtime.

26.02            For full-time employees, vacation pay and time off will be as follows:

Length of Service	Vacation Pay	Vacation Time
Start but less than 3 years	6%	15 days
3 years but less than 5 years	7%	18 days
5 years but less than 7 years	8%	20 days
7 years but less than 9 years	8.5%	22 days
9 years but less than 15 years	9.5%	25 days
15 years or more	11.5%	30 days

26.03            Within each location, the Coordinator is to set up the vacation schedule in accordance with sub-article 26.08, Vacation Scheduling, to ensure that there is adequate staff coverage with a minimal disruption of service.

26.04            Vacation entitlement for part-time employees shall be based upon the full-time employees' schedule of vacation entitlement set out in sub-article 26.02, but may only be taken in minimum blocks of one (1) week at a time, unless the employee requests otherwise and the Employer agrees.

26.05            When a general holiday occurs during an employee's vacation, this day will be paid as a general holiday and will not be deducted from the employee's accrued vacation. If granting an extra day's vacation will hamper operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation. This extra day will be deducted from the employee's vacation accrual.

26.06            Where an employee's scheduled vacation has been approved by the Employer, the approved dates will not be changed without two (2) weeks prior notice being given to the employee by the Employer and will not be changed in any event where the Employer receives evidence that the employee has more than fifty (\$50.00) dollars in non-refundable deposit committed prior to the requested vacation schedule change.

26.07            If an employee becomes seriously ill or injured or confined while on vacation, the employee must notify the Employer in order to apply for sick leave benefits and promptly file a claim for weekly indemnity benefits or sick leave and their vacation shall cease on the date they became ill and/or injured. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.



26.08

### **Vacation Scheduling**

No later than March 1st of each year, the Employer shall provide written notification to each employee of their number of days of vacation entitlement. The employee shall then have until April 15th of each year to submit in writing their preferred vacation time. Providing the operational needs are met, the Employer will give priority according to seniority in each location. On May 1st of each year the Employer shall post a finalized vacation schedule which can only be changed according to sub-article 26.06. Employees who wish to take their vacations between January 1st and April 30th shall be entitled to do so subject to seniority and in such event must notify the Employer in advance of all such time off required. The Employer will provide written response within two (2) weeks of such notification being provided by the employee.

Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their choice. Any vacation requests after April 15th will be awarded on a first (1st) come first (1st) served basis taking into account the operational needs. Any vacations requested between April 15th and May 1st shall be held in abeyance until the finalized vacation schedule is posted.

26.09 Employees will be allowed to carry over one (1) weeks' vacation from one (1) year to the next.

## **ARTICLE 27      ADJUSTMENT OF GRIEVANCES**

27.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

27.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

27.03 All grievances must be submitted in writing.

27.04 The procedure for adjustment of grievances shall be as follows:

**STEP 1:** By a discussion between the employee and the Shop Steward and/or Union Representative with the employee's immediate supervisor or their designated appointee. The immediate supervisor or their designated appointee shall reply to the grievance in writing,

to the Union, within five (5) working days after the said discussions. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) working days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

27.05 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 28.

27.06 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 28      ARBITRATION**

28.01 If the Union and the Employer cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an Arbitrator. The Arbitrator shall be selected from the list herein set forth on a rotating basis:

- 1) Colin Robinson
- 2) Gavin Wood
- 3) Blair Graham
- 4) Kristin Gibson
- 5) Helen Krahn

If any individual of the above noted panel, who has been requested in their turn to act as an Arbitrator, shall be unable or unwilling to act they shall not again be requested to act as the Arbitrator until their name comes up again on the regular rotation of the panel.

The Arbitrator shall not be deemed to be willing to act unless they are available to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above Arbitrators is willing to convene a hearing within the said time limits, the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator.

The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

28.02 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

28.03 In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement.

28.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not involve the determination of a subject matter that is not covered by or arising during the term of this Agreement.

28.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

28.06 The findings and decisions of the Arbitrator shall be binding and enforceable on all parties involved.

28.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

28.08 The expenses and fees of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

28.09 **Grievance Mediation**

At any time prior to the hearing date of a grievance arbitration the Employer and Union may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. Any such mediator has no authority under the terms of this Agreement to impose or require the parties to accept their suggested settlement of the matter in dispute. Where grievance mediation services are not available without charge through Provincial Government sources, all expenses or fees incurred by the mediator shall be borne equally by the Employer and the Union.

## **ARTICLE 29**      **HEALTH AND SAFETY**

29.01                      The Employer agrees to make reasonable and proper provisions for the maintenance of employee health and safety in the workplace and the employees agree to adhere to safe working practices at all times.

### **29.02                      Safety and Health Committee**

The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly or more often by mutual agreement and shall conduct safety tours of the Employer's operation from time to time as determined by the Co-Chairpersons of the Committee. The Labour/Management Safety and Health Committee shall be comprised of not more than one (1) representative per location, from the Union and an equal number of Employer representatives. The Union shall appoint and/or elect a minimum of one (1) Committee representative who is normally employed in each location. Such Committee shall be empowered to order correction of any safety and/or health hazard in existence. The parties will endeavour to hold all meetings and tours during non-peak work time. Except by mutual agreement these meetings will be of no more than sixty (60) minutes duration. Employees shall be paid by the Employer for all time spent in attendance at these Labour/Management Safety and Health Committee meetings and safety inspections. Committee members who attend a joint Labour/Management Committee meeting will be compensated by straight time off for all time spent at the meeting outside of normal working hours.

Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board at each location for all employees to see. The Union office shall also be emailed a copy of these minutes within fourteen (14) calendar days after completion of the meeting. The chairperson of this Committee shall alternate between Management and bargaining unit members from meeting to meeting.

29.03                      All employees must undergo a thorough medical examination as a condition of employment when stipulated by the Employer. Such examination is to be conducted by a Physician of the employee's choice at the Employer's expense and on the Employer's time (such time to be paid as if the employee had worked and not to be paid from the employee's accumulated sick days).

The results of such examination are to be disclosed to the Employer in a manner consistent with the results disclosure as outlined in Appendix B-1.06 of this Agreement.

29.04                      Any employee who suffers an injury or accident at work which prevents the employee from continuing work that day shall be paid by the Employer for the hours they would have worked that day if not for the injury or accident. This day will not be deducted from the employee's sick days.

29.05 The joint Safety and Health Committee will address working conditions which may compromise employees' safety including those resulting from working with supported individuals. The Committee will review the effectiveness of current policies on a regular basis and recommend new approaches, procedures and techniques for prevention and risk management.

29.06 **Damage to Personal Property**

The Employer will reimburse employees for cleaning, repair or replacement costs if their personal property necessary to be brought to work (glasses, clothing, cars, etc.) is damaged, soiled or destroyed by supported individuals and for which the employee has no insurance.

29.07 Staff will not be required to manually lift any supported individuals by themselves. Where manual lifting is required, two (2) staff are also required.

29.08 Where an employee believes they are being asked to perform unsafe work, including the transportation services to a supported individual in a vehicle without another staff person present, the employee must raise this concern with the Employer. Where the concern brought forward represents risks for injury or unsafe conditions for the employee or the supported individual, the Employer in consultation with the Workplace Safety and Health Committee will develop safe work procedures. These safe work procedures may include alternative work and/or transportation arrangements. If the matter is not resolved to the employee's satisfaction the employee may exercise their rights as outlined in Article 29.09 Right to Refuse.

29.09 **Right to Refuse**

Employees have the right to refuse to perform dangerous work in accordance with The Workplace Safety & Health Act.

29.10 **Notice of Injury to Employer**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will fill out a notice of injury form, as soon as possible and the employee shall provide the completed form to the Employer management representative on site. A copy of the completed form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with The Workers Compensation Act.

**ARTICLE 30 NO HARASSMENT**

30.01 The Employer's "No Harassment/Abuse Policy" shall be as contained in Appendix "C" of this Collective Agreement. The policy will be posted in a prominent location.

## **ARTICLE 31**      **LEAVES OF ABSENCE**

### **31.01**                      **Personal Leave**

A leave of absence without pay, for personal reasons, may be requested, in writing, by an employee. Granting of such leave is not to be unreasonably denied. Written confirmation of said leave shall be given to the employee involved by the Employer, within five (5) calendar days of receiving the written request, and a copy shall also be sent to the Union office if the leave is for two (2) calendar weeks or more.

### **31.02**                      **Maternity Leave**

A female employee who has completed her probationary period shall be granted an unpaid maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application in writing and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

### **31.03**                      **Parental Leave**

#### **(A)**      **Entitlements**

Every employee

(a)      who,

- (i)      becomes the parent of a child, or assumes actual care and custody of his or her newborn child, or
- (ii)     adopts a child under the law of a province, and
- (iii)    has completed his/her probationary period with the Employer; and

- (b) 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 an unpaid parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) Commencement of Leave

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

The employee shall decide when their parental leave is to commence.

(C) Late Application for Parental Leave

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this Article for the full thirty-seven (37) week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced.

- (E) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

31.04 The requesting and granting of leaves of absence shall be in writing.

31.05 Parenting Leave

An employee who has completed their probation period and whose spouse/partner has given birth to or adopted a child will be granted three (3) days leave of absence without loss of regular wages which shall be taken within two (2) weeks following the birth or adoption of the child.

31.06

**Jury/Court Leave**

Any employee who is summoned for Jury Duty, Jury Selection or who receives a summons or subpoena to appear as a witness in a Court of Law for other than a proceeding occasioned by the employee's conduct or affairs, shall be granted a leave of absence without loss of regular wages for the required period. All jury or witness fees received by the employee shall be remitted to the Employer. The employee will present proof of service and the amount of pay received. If the employee is excused from duty for one-half ( $\frac{1}{2}$ ) day or more, they shall report for work for the balance of the day.

31.07

**Bereavement/Family Support Leave**

- (a) Leave with pay will be granted in the event of the death or life-threatening illness of a member of the employee's immediate family as follows:
  - five (5) days in the event of a death or life threatening illness of spouse (including common law spouse) of the same or opposite sex, fiancé, child, step-child, parent, step-parent or former legal guardian.
  - three (3) days in the event of a death or life threatening illness of a sibling, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparent, or grandchild,
  - one (1) day in the event of a death or life threatening illness of a family member not specified in 31.07(a).
- (b) Leave with or without pay not covered above may be granted at the discretion of the Employer.
- (c) The Employer will not unreasonably refuse a request for a further two (2) days off without pay in addition to leave granted under (a) or (b) above, to attend a funeral in the event that a funeral is held outside a radius of one hundred and sixty (160) kilometers of Winnipeg.
- (d) Any employee attending a funeral as a pallbearer will be allowed the required time off for the purpose of attending the funeral without loss of pay or benefits, to a maximum of one (1) day.
- (e) Any employee attending a funeral as a mourner will be allowed the required time off for the purpose of attending the funeral without loss of pay or benefits, to a maximum of four (4) hours.



- (f) Bereavement leave may be taken in non-consecutive days within a three (3) month period or at a later date upon mutual agreement between the Employer and Employee.

**31.08 Compassionate Care Leave**

In the event an employee has a family member or a person like family, who has a serious medical condition with significant risk of death within twenty-six (26) weeks, such employee may request time off for compassionate care purposes, to provide care and support and if so, shall be granted a leave of absence or absences, without pay, in accordance with The Employment Standards Code (Manitoba).

It is understood that should a death occur during or after the Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as per sub-article 31.07 of the Collective Agreement.

31.09 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in The Employment Standards Code. Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).

31.10 Employees shall be given the option of maintaining their employee benefit plans during a leave of absence, for which there is no pay, upon payment of the full cost by the Employee.

**ARTICLE 32      JOB DESCRIPTIONS**

32.01 The Employer agrees to provide current job descriptions upon written request from the Union. The Employer agrees to consult with the Union through the Joint Labour Management Committee over future changes to the job descriptions in the bargaining unit.

**ARTICLE 33      COURT'S DECISION**

33.01 In the event that any Articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **ARTICLE 34           TRANSPORTATION**

### **34.01                   Use of Personal Vehicle**

Employees' use of personal vehicles for performing functions of their job is strictly voluntary, **and it will only be authorized in the event that a vehicle provided by the Employer is not available.** Employees who use their vehicle on Employer business shall be reimbursed at the rate of **forty-seven (\$47)** cents per kilometre for all authorized travel.

Employees must maintain a valid all-purpose insurance coverage before making use of their own vehicle. The Employer will reimburse the difference between basic liability insurance to two (\$2,000,000) million dollar liability or the recommended level of insurance suggested by Family Services, whichever is the greater, for employees specifically designated for transporting supported individuals.

34.02                   No employee will be held financially responsible for car accidents, which results from faults in an Employer-owned vehicle.

34.03                   In the event that an employee's vehicle, which is approved by the Employer for service delivery, is damaged or dirtied by a person served in the course of service delivery, the Employer will cover the cost of cleaning or repair that is pre-approved by the Employer. This does not apply to incidents arising from food or beverages in the vehicle.

## **ARTICLE 35           DISCIPLINE**

35.01                   The Employer shall not discipline nor dismiss any employee who has completed their probationary period except for just cause.

35.02                   Prior to the imposition of any form of discipline or discharge, an employee shall be notified that the meeting is disciplinary and arrangements will be made to have a Shop Steward of their choice and/or the Union Representative to attend. If either or both are unavailable within twenty-four (24) hours, the meeting will take place with an alternate shop steward or other bargaining unit member of the employee's choice. If the meeting is not disciplinary but to discuss work performance an employee has the right to request the presence of a Shop Steward.

35.03                   All disciplinary meetings shall be held in private and shall take place on the Employer's premises.

35.04                   The affected employee, the Shop Stewards, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and of any discharge notice that is given to the affected employee. The written notice of discipline or discharge shall include or be accompanied by the written

reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward immediately and a copy of the discipline or discharge notice shall be provided to the Union within twenty-four (24) hours of the event via email. If the affected employee and/or Shop Steward is not present at the time that the disciplinary or discharge notice is issued, the Employer shall send it via registered mail to the affected employee's current address on file.

35.05 Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that they have read and understands the contents. The employee may, within thirty (30) days of having received a copy of the assessment, respond in writing to the assessment, which response shall be part of their record.

35.06 Employees covered by this Agreement shall have supervised access to their own personnel file, upon written request from the employee involved. Employees shall be able to obtain copies of items in their personnel file when requested. Any written, signed, and dated responses to items in the file by the employee will be placed in their file. Employees shall not remove any documents from the Employer file. The Employer shall maintain only one (1) personnel file per employee.

35.07 **Family Services Investigation**

In the event an employee is alleged to have abused an individual in an Epic Opportunities Inc. Program, sincere effort will be made to expedite the investigation process to the extent the Employer is able to do so. With the permission of Family Services or such third party involved in the investigation, reports and recommendations will be supplied to the Union. The Union reserves its right to grieve actions of the Employer.

**ARTICLE 36 APPENDICES AND LETTERS OF UNDERSTANDING**

36.01 The Employer agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming an integral part of the Collective Agreement.

## **ARTICLE 37**      **PAST PRACTICES/BENEFITS**

37.01                      The Employer shall not take away, restrict and/or reduce any past practice and/or benefit that has been available to employees and is listed below:

- use of fridge and microwave
- equipment for staff-supplied coffee program
- car plug-ins (on a first come, first served basis) for staff employed at Goulet
- designated lunch area
- access to phone

## **ARTICLE 38**      **FIRST AID TRAINING**

38.01                      All employees will be required to hold a current first aid certificate. Training for this will be held during working hours or employees taking the course on their own time will be compensated at their regular rate of pay for the hours in attendance in the course.

## **ARTICLE 39**      **BULLETIN BOARDS**

39.01                      At each location where work is being performed by bargaining unit employees, the Employer shall provide bulletin board space for the use of the Union upon which the Union may post notices relating to matters of interest to the employees. The Union will provide one (1) bulletin board for each location. The Union will affix the boards to locations mutually acceptable to Employer and Shop Stewards.

## **ARTICLE 40**      **EXPIRATION AND RENEWAL**

40.01                      This Agreement shall be in effect from January 1, 2023 and shall remain in effect until **one year from March 24, 2023** and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

40.02                      When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## **APPENDIX “A”**

### **WAGES**

A-1.01

#### **Classifications and Hourly Rates of Pay**

<b>Direct Support Professional</b>	<b>Current</b>	<b>April 1, 2023</b>
Start	\$14.15	<b>\$17.96</b>
After 1 year	\$14.25	<b>\$18.21</b>
After 2 years	\$14.35	<b>\$18.46</b>
After 3 years	\$14.45	<b>\$18.71</b>
After 4 years	\$14.80	<b>\$18.96</b>
After 5 years	\$15.20	<b>\$19.21</b>

A-1.02

#### **Degrees and Diploma**

The Degrees and Diplomas considered as relevant in order for the higher wage rate are: Disability and Community Support Diploma (Not the certificate which is one (1) year); Developmental Studies; Social Work; Psychology & Human Ecology. Other diplomas or degrees may be considered at the sole discretion of the Employer.

A-1.03

#### **Wage Adjustments**

If the funding available to be used for wages provided by Government in any fiscal year increases, the Employer shall pass on such increases to employees consistent with the funding increase adjusted for any additional deficits that this contract incurs. This will be the case whether the funding increase is for the entire year or simply a portion of it, and wage increases shall be effective upon the effective date of the increased funding. Should there be no increase provided by Government, wages will be maintained at their present levels. Should there be a decrease in funding,

then the Employer will maintain wages at present levels. The Employer will promptly provide the Union with any information it receives from the Government regarding funding available for wages, and the parties will meet as required to work towards cooperative resolution of any issues arising from this Government information.

**A-1.04                      Retroactive Pay**

All employees shall receive full retroactive pay to January 1, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

**A-1.05                      Lump Sum Payment**

The Employer will make a lump sum payment to each bargaining unit employee who is employed as of the date of ratification ("eligible employee"), subject to required deductions, which is to be paid as soon as practicable after ratification.

Each eligible employee will receive a lump sum of a minimum amount of \$100.00.

Each eligible employee will receive a further amount added to the lump sum of \$90.00 per full year of completed service from their last anniversary date of hire in the bargaining unit (no pro-rating).

## **APPENDIX "B"**

### **HEALTH AND WELFARE BENEFITS**

The Employer and the employees who are eligible for benefits will share in the premium costs of all benefits contained in Appendix B-2 as follows: The employees shall pay forty (40%) per cent of all the premiums or one hundred (100%) per cent of the premiums for the pooled benefits (Weekly Indemnity, Long Term Disability, and Life Insurance), whichever is the greatest. The Employer shall pay sixty (60%) per cent of all the premiums or the balance, whichever is the least.

#### **B-1 Sick Leave**

B-1.01 Sick leave means the period of time an employee is unable to work due to physical or mental illness, or under medical examination or treatment, or because of an accident for which compensation is not payable under the group benefits plan or Workers Compensation.

B-1.02 Sick days will be accumulated at a rate of one and one-quarter (1¼) days per month to a maximum of fifteen (15) days for full-time employees and at the rate of one and one-quarter (1¼) days per hundred and sixty (160) hours worked and or paid to a maximum of fifteen (15) days for part-time employees. Within thirty (30) calendar days following the anniversary date of each year of this Collective Agreement, the Employer shall notify each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

Sick leave will continue to accumulate while an employee is on disability through the group benefits plan or WCB, all vacation periods and throughout all approved paid leaves of absences and all approved unpaid leaves of absences of three (3) months or less.

An employee will accrue sick time during the probationary period but will not be eligible for payment for any sick time during the probationary period.

B-1.03 An additional five (5) sick days (up to forty (40) hours) per calendar year will be added to the employee's accumulated sick leave credits for employees approved for Short Term Disability coverage who have an illness lasting eight (8) or more consecutive days.



B-1.04 Sick leave may be used for the following reasons:

- illness of the employee
- illness of an immediate family member (i.e. child or spouse) in same household
- illness of mother or father
- hospital visits to immediate members of the family during an emergency. Regular visits are not included.

B-1.05 Medical/dental appointments should be scheduled during an employee's time off. If this is not possible, they should be scheduled at a time where a minimum number of missed hours are involved and not during peak work times (while supported individuals are at Epic Opportunities Inc.).

Employees injured on the job will be paid for the remainder of the shift, on the day of the injury, such pay not be deducted from the employee's sick days, provided that a medical certificate be produced where requested.

B-1.06 The Employer may require an employee to provide a medical certificate for any absence of more than three (3) days. The Employer may further require a physical examination and medical report to determine an employee's ability to fulfil the requirements of their position, providing the Employer pays for such certificate. Such examination is to be conducted by a Physician of the employee's choice at the Employer's expense and on the Employer's time (such time to be paid as if the employee had worked and not be paid from the employee's accumulated sick days.) The Employer agrees to cover the cost of any medical certificate or report that they have requested.

The actual results of any physical examination required by the Employer will not be made available to the Employer. However, the employee's Physician will be requested to supply the following information:

- (1) the employee is fit to work; or
- (2) the employee is not fit to work; or
- (3) if the employee is not fit to work, an estimation of when the employee will be fit to return to work;
- (4) employee's return to work will pose no health risk to co-workers or supported individuals;

- (5) if the employee is not fit to complete all of their job requirements, any restrictions on the employee which, if accommodated, may allow the employee to perform some work functions.

## **B-2 Group Life Insurance**

B-2.01 The Employer agrees to maintain the current benefits as provided under Sun Life Financial Plan, Contract Number 101259. The Group plan contains coverage for Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability, Health and Vision Insurance, Prescription Drug coverage through a pay-direct drug card, Travel Health and Dental Care.

The Employer shall have the right to make arrangements for the replacement of the current benefits provided that benefit levels are maintained or improved. Under such circumstances, the Employer shall first (1st) provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.

## **B-3 Group RRSP Plan**

B-3.01 The Employer agrees to administer and remit payroll deductions for employees who are eligible for the Group Benefit Plan and wish to participate in the Group Retirement Savings Plan.

B-3.02 The Employer shall have the right to make arrangements for the replacement of the current group RRSP plan provider, provided that the benefit levels are maintained or improved. Under such circumstances, the Employer shall first (1st) provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for the said changes.

B-3.03 Participation in the Group RRSP is open to employees with twelve (12) months of continuous employment with Epic Opportunities Inc. and is voluntary. Contributions may begin the first full pay period following their twelve (12) months of continuous employment.

B-3.04 Employees may contribute a minimum of ten (\$10.00) dollars per pay period. For employees with one (1) to three (3) years of service, the Employer will match up to two point five (2.5%) per cent of regular wages or twenty-five (\$25.00) dollars per pay period, whichever is greater. For employees with more than three (3) years of service, the Employer shall match up to four (4%) percent of regular wages or forty (\$40.00) dollars per pay period, whichever is greater.

B-3.05 Changes to the level of employee contributions may be made with written notice of two (2) pay periods.

## **APPENDIX “C”**

### **EPIC OPPORTUNITIES INC. HARASSMENT POLICY**

In keeping with our policy to provide a respectful workplace, Epic Opportunities Inc. will not tolerate any form of sexual harassment or harassment of our employees, job applicants, supported individuals or visitors.

Harassment includes but is not necessarily limited to, any objectionable conduct (including slurs, jokes and other verbal, graphic or physical conduct), remarks, gestures or displays that intimidate, demean, belittle or cause personal humiliation or embarrassment to an individual, whether on a one-time basis or in a continuous series of incidents and which the person knew or ought reasonably to have known, would be unwelcome.

Harassment also means any conduct as listed above that is directed to an employee or is made based on race, creed, colour, sex or sexual orientation, religion, marital status, family status, nationality, place of origin, citizenship status, age, physical size or weight, or disability.

Sexual harassment includes, but is not necessarily limited to, unwelcome sexual advances, jokes, statements or remarks, or other actions, either verbal or physical, which create an intimidating, hostile, or offensive working environment whether on a one-time basis or in a continuous series of incidents. It also includes any act or omission by a Direct Report, which conditions employment on the performance of a sexual act or engagement in sexual relations.

Violation of this policy by an employee will be subject to disciplinary action, up to and including dismissal from employment. These policies apply to every employee of the organization, up to and including the Executive Director.

If at any time during your employment with this organization you believe that you are being harassed by another employee, or person who may have a business relationship with the agency, you should bring it to the attention of your Direct Report. If you feel the matter cannot be discussed with your Direct Report, or it involves your Direct Report, discuss the matter with the Executive Director.

For the purposes of this policy, the workplace includes, but is not limited to, the physical work site, washrooms, lunchrooms, field locations, agency-sponsored social events, business travel, or any other place where an employee is required to attend on behalf of the agency.

Epic Opportunities Inc. recognizes your right as an employee to:

- Work free of harassment;
- File a complaint without fear of embarrassment or reprisal;

- Be represented and accompanied by a co-worker, or union representative where applicable, during the interview related to your complaint;
- Ensure your written complaint is excluded from your personnel file; and
- Be kept informed throughout the process.

Employees being harassed (harassee) will be responsible to:

- First indicate, if possible, to your harasser your disapproval or unease; and
- Speak with your Direct Report. The Direct Report will address the concern with the individual.

Should these steps not be successful, your next step would be to:

- Lodge an official complaint to your Direct Report, or to a higher level of management, in writing clearly describing the details of the harassment to enable the agency to conduct an investigation; and
- Cooperate with those responsible for dealing with the complaint investigation.

The person against whom a complaint has been lodged (harasser) is entitled to:

- Be informed immediately that a complaint has been filed;
- Be given the opportunity to respond;
- Be represented and accompanied by a co-worker, or union representative where applicable, during interviews related to the complaint;
- Receive fair treatment in an environment free of harassment and discrimination; and
- Be kept informed during the process.

Where harassment has occurred corrective measures may include some of the following:

- Disciplinary action against the harasser, up to and including dismissal without notice.
- Counselling, training and close supervision of the harasser.
- Permanent separation of the harasser and harassee through transfer of the harasser; upon his or her own request, the harassee may be transferred to effect the permanent separation.
- Employee assistance services for the harassee, the harasser or both.
- Awareness sessions, training or counselling for Direct Reports and/or other employees.
- Directed changes to relationship practices or styles in the workplace.
- Disciplinary action or performance counselling of a Direct Report who was aware of, but failed to act on, the harassment.

Other such measures as may be needed to re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

Epic Opportunities Inc. will not disclose a complainant's or alleged harasser's name or any circumstances about a complaint, to anyone, except where necessary to investigate the complaint; take disciplinary action; or where required by law.

This policy is not intended to discourage or prevent the complainant from exercising any other legal rights.

An employee has the right to file a complaint with the Manitoba Human Rights Commission.

**EXHIBIT ONE**  
**- MEMBERSHIP APPLICATION -**



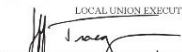
**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No. 832**, and **Epic Opportunities Inc.** contain the following statements:

"The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Collective Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official Membership Application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff."

"The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees."

Below is a sample of a Membership Application that should be completed immediately and returned to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b>		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	LOCATION		EMPLOYMENT/NO.		
CLASSIFICATION	PHONE NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the information provided on this application is true and correct. I agree that all monies paid by me shall be for the handling of grievances and other matters relating to my employment. I authorize the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and other direct or indirect representation through such local union as it may duly designate. United Food &amp; Commercial Workers Local No. 832 has privacy and protection of personal information policies and procedures in place. United Food &amp; Commercial Workers Local No. 832 has commitment from third parties that receive personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
					

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

## LETTER OF UNDERSTANDING #1

BETWEEN:

**EPIC OPPORTUNITIES INC.**,  
Winnipeg, Manitoba, (hereinafter  
referred to as "the Employer")

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

### RE: FUNDING INCREASES

In light of new funding provided by Government, the parties agree to the following amendments to Appendix "A":

A1-01 <u>Classifications and Hourly Rates of Pay</u>		
<b>Direct Support Professional-- Without Degree or Diploma</b>	<b>Current</b>	<b>April 1, 2023</b>
Start	\$ 14.15	\$ 17.96
After 1 year	\$ 14.25	\$ 18.21
After 2 years	\$ 14.35	\$ 18.46
After 3 years	\$ 14.45	\$ 18.71
After 4 years	\$ 14.80	\$ 18.96
After 5 years	\$ 15.20	\$ 19.21
After 6 years (long service \$.28)	\$ 15.50	
<b>Direct Support Professional-- With Degree or Diploma</b>		
Start	\$ 14.25	
After 1 year	\$ 14.35	
After 2 years	\$ 14.45	
After 3 years	\$ 14.80	
After 4 years	\$ 15.20	
After 5 years (long service \$.28)	\$ 15.50	

Consistent with the language contained in Appendix A-1.03, the Employer has indicated that the increases above are consistent with the additional funding they have received to date.

Upon signing this Letter of Understanding (LOU), the current scale of “Direct Support Professional – Without Degree or Diploma” and “Direct Support Professional – With Degree or Diploma” shall be combined to create one scale titled “Direct Support Professional”.

All employees shall receive full retroactive pay to April 1, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of signing this LOU. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

Appendix “A” of the CBA shall be amended with the new wage scale as outlined above immediately following signing of this LOU.

Where there is a conflict between the CBA and this LOU # 1, this LOU # 1 shall apply.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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