

**EPIC/SMILE OF ST. MALO INC.  
(Residential Services)**

FROM: APRIL 1, 2022  
TO: MARCH 31, 2025

# 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 de St. Malo Inc./SMILE of St. Malo Inc.  
(Residential Services)**

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**EXPIRY DATE: MAR. 31, 2025**

**AGREEMENT BETWEEN:**

**EPIC de St Malo Inc./SMILE of St Malo Inc. (Residential Services)**, hereinafter called the "Employer" in the First Part,

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, hereinafter called the "Union" in the Second Part.

**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 de St Malo Inc./SMILE of St Malo Inc. Residential Services in the Province of Manitoba, save and except the Assistant Manager, two (2) Administrative Assistants, Resource Co-ordinator, Executive Director, and those above that rank.

1.02 The Employer, if requested, shall provide the Union, once per year, with a list containing the names, addresses and telephone numbers of all bargaining unit employees.

## **ARTICLE 2                    TRANSFER OF OPERATIONS**

2.01                    The Employer agrees that, if the existing operations covered by this Agreement or part of them are moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this Collective Agreement shall thereupon also be applicable at the new location, and employees who elect to move to the new location shall be paid their actual reasonable costs of so doing.

## **ARTICLE 3                    PROTECTION OF EXISTING WORKING CONDITIONS**

3.01                    Existing customs and practices, rights and privileges, benefits and working conditions shall be continued to the extent that they are more beneficial than, and not inconsistent with, the terms of this Agreement unless modified by mutual agreement of the Employer and the Union.

3.02                    Employees shall continue to be allowed to plug in vehicles into the electrical outlets as provided at the workplace during the winter months with no cost to the employees.

## **ARTICLE 4                    DEFINITIONS**

4.01                    The following words or terms mean the following:

- (a)    **Employee:**    An employee is a person employed by the Employer and covered by this collective agreement.
- (b)    **Full-time:**    Full-time employees are employees who are scheduled to work as follows:
  - (i)    **Evenings - Residences:**    no less than eighty (80) hours bi-weekly to be worked in ten (10) shifts of eight (8) hours each.
  - (ii)   **Nights - Residences:**       no less than ninety-five (95) hours bi-weekly to be worked in ten (10) shifts of nine and one-half (9 ½) hours each.
- (c)    **Part-time:**    Part-time employees shall mean employees who are regularly scheduled to work up to a maximum of eighty (80) hours bi-weekly to be worked in a maximum of eleven (11) shifts.



- (d) **Casual:** Casual employees shall mean employees who are not scheduled to work on a regular basis but who may be required to work on an occasional basis to provide coverage. Casual employees will not be employed in a fashion that would result in the elimination or reduction of permanent part-time and full-time staff. Casual employees will only be called after all other employees on the sign-up sheet are afforded the opportunity to fill the required shifts. In the event that a casual employee declines all available shifts in any thirty (30) calendar day period, their name shall be dropped to the bottom of the casual list. In the event that a casual employee declines all available shifts in any forty-five (45) calendar day period, they shall be terminated by the Employer. These minimum availabilities shall not apply when the employee is on an approved leave of absence from work (e.g. medical leave, maternity/parental leave, WCB, etc.).
- (e) **Volunteer:** A volunteer shall mean an unpaid person whose role is to perform functions which enhance and complement efforts of staff toward resident/participant services and visitor/family support. Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current staff complement.
- (f) **Promotion:** Promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.
- (g) **Demotion:** Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.
- (h) **Layoff:** Layoff for an employee shall mean an employee who is removed from the work schedule for one (1) week or more because of lack of work.
- (i) **Masculine or Feminine Gender:** When the feminine gender is used, it shall also mean the masculine wherever applicable, and vice versa.
- (j) **Plural and Singular:** When the plural is used, it shall also mean the singular wherever applicable, and vice versa.
- (k) **Resident:** When the word “resident” is used in relation to the residences it shall mean an individual with an intellectual disability residing in one of the residences.

## **ARTICLE 5                    MANAGEMENT RIGHTS**

5.01                    The Employer has the exclusive right to operate and manage the business, to maintain order and efficiency, and to hire, classify, promote, transfer, demote, layoff, and discipline or discharge employees for just cause.

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

5.03                    The Employer may establish and enforce from time to time reasonable rules and regulations affecting the employees covered by this Agreement.

5.04                    The exercising of the foregoing rights shall not alter any of the specific provisions of this Agreement.

5.05                    The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement, but which affects the bargaining agency or any employee in the unit bound by the Collective Agreement.

5.06                    The rights reserved to Management herein are subject to the other provisions of this Agreement and shall be exercised in a manner consistent with them.

## **ARTICLE 6                    UNION RIGHTS AND UNION ACTIVITIES**

### **6.01                    Notification by Union to Employer**

The Union shall notify the Employer, in writing, of the names of its representatives for the bargaining unit including the full-time union representatives, shop stewards, health and safety committee members and bargaining committee members.

### **6.02                    Recognition of Stewards**

The Employer agrees to recognize two (2) Union Stewards elected or appointed by the Union from employees of the bargaining unit upon being notified, in writing, by the Union of their election or appointment. Shop Stewards will be allowed to wear Shop Steward badges while on duty.

### **6.03                    Steward Functions**

Shop Stewards shall be entitled to carry out their functions under the Agreement outside of working hours, including the investigation and processing of grievances. Permission to leave work during working hours for such purpose shall first be obtained from the Manager or designate.

6.04

**Bargaining Unit Information**

The Employer shall provide the Union with all the necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- (a) a list of employees, showing their names, addresses, and classifications, ranked according to seniority, once per calendar year in January, and whenever changes occur.
- (b) job postings, job awards, promotions, demotions and transfers;
- (c) hiring's, discharges, suspensions, written warnings, resignations, and retirements;
- (d) job classifications, and job descriptions;
- (e) information relating to salaries and fringe benefits including pension and welfare plans, as related to individual members of the bargaining unit as required.

6.05

**Access to Personnel File**

Upon written request, employees shall be given the opportunity to examine any document which is placed in their personnel file including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request, the employee shall also receive an exact copy of such document.

6.06

**General Orientation**

The Employer agrees to allow a Union Representative and/or Shop Steward not less than fifteen (15) minutes as a general orientation period for the familiarization of the employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and their union, United Food Commercial Workers, Local No. 832.

6.07

**Union Representative's Visits**

Duly authorized full-time representatives of the Union shall be entitled to visit the unit, after notifying the Manager or designate, 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. Interviews with employees shall, whenever practical, be held during the employee's lunch or rest period. When this is not practical, it shall be held during regular working hours. Time taken for

the interview shall not exceed five (5) minutes unless with the specific approval of the Manager or designate, and will be held at such times as will not interfere with service to the residents.

6.08                      **Bulletin Boards**

The Employer shall provide space for bulletin boards for the use of the Union at the appropriate locations upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. The Employer agrees to utilize bulletin boards provided by the Union.

6.09                      **Union Decal**

The Employer agrees that during the term of this Agreement it will permit the Union to supply and hang its Union decal provided, however, that such decal shall first be approved by management and shall be located as directed by management. Such decal shall be displayed in a prominent position.

**ARTICLE 7                      CONTRACTING OUT**

7.01                      The Employer shall not contract out bargaining unit work that can be performed by bargaining unit members. Employees outside the bargaining unit shall not perform bargaining unit work unless it is to provide direction or training that could not otherwise be provided by a bargaining unit employee.

When employees voluntarily share their homes with residents for special occasions, like Christmas, such time will not be considered "contracting out". If the Employer requests an employee take a resident home, such time will be considered time worked.

**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 Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire new employees who are not members of the Union provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

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

8.03                   The Employer agrees to forward Exhibit One duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an 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                   No employee shall be discharged or discriminated against for lawful union activities, or performing services on a union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

## **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 via direct deposit 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 electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

9.02                   Each year the Employer will calculate the amount of union dues deducted from the employee's pay and shall indicate the same on the T-4 slip for each employee no later than February 28<sup>th</sup>.

9.03                   The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.

9.04                   In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

## **ARTICLE 10            CASH SHORTAGES**

10.01            Employees will not be required to make up for cash shortages. Employees will not be disciplined for cash shortages unless an employee is given the privilege of checking the money and daily receipts upon start and completion of their work shift and has exclusive access to the cash during the work shift.

## **ARTICLE 11            PROBATIONARY PERIOD**

11.01            A full-time employee's first four hundred and eighty (480) hours worked shall be a probationary period, and the employee shall not attain seniority until the expiration of the probationary period.

11.02            A part-time or casual employee's first four hundred and eighty (480) hours worked shall be a probationary period, and the employee shall not attain seniority until the expiration of the probationary period. 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.

In the unusual event, the Employer believes it beneficial to extend a new employee's probationary period, such extension and the reasons why, shall be made known to the affected employee prior to the expiry of the original probationary period and shall be mutually agreed upon between the Union and the Employer. The Union representative shall be present at such meeting with the affected employee.

11.03            The Employer may, in its discretion, dismiss a probationary employee without just cause, unless such termination could be deemed unjust by Manitoba's Labour and/or Human Rights legislation. An employee shall not attain seniority until the expiration of the probationary period, after the successful completion of which the employee's seniority shall be dated back to their last date of hire in a permanent or part time position. An employee shall only serve one probationary period.

## **ARTICLE 12            STRIKES AND LOCKOUTS**

12.01            The Union agrees that there will be no strike, and the Employer agrees that it will not lock out the employees during the term of this Agreement.

## **ARTICLE 13**        **SENIORITY**

### 13.01                **Seniority Definition**

Seniority shall be defined as the length of continuous service with the Employer in the bargaining unit since the employee's last date of hire. Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

### 13.02                **Seniority Full-time Preference**

Seniority for full-time employment shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over all part-time and casual employees. Part-time and casual employees will not be employed or scheduled to the extent it results in the displacement or prevents the hiring of full-time employees.

### 13.03                **Seniority Part-time Preference**

Seniority for part-time employment shall apply among part-time employees and it is agreed that all part-time employees shall have seniority over all casual employees. Casual employees will not be employed or scheduled to the extent it results in the displacement or prevents the hiring of part-time or full time employees.

### 13.04                **Seniority Casual Employees**

Seniority for casual employment shall apply among casual employees only.

### 13.05                **Seniority Lists**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union, and shall be kept up to date by the Employer. Such seniority lists will identify an employee's status as full-time, part-time or casual. The Copy sent to the Union shall also include each employee's classification and rate of pay.

In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee and their classification. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, 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)

13.06                    **Termination of Seniority Rights**

Seniority and employment within the bargaining unit will terminate if an employee:

- (a)     resigns;
- (b)     is discharged for just cause and is not reinstated in accordance with the grievance and arbitration procedure;
- (c)     fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;
- (d)     is laid off for more than twelve(12) months;
- (e)     is promoted or transferred out of the scope of the bargaining unit, subject to Article 16, Promotions Outside of Bargaining Unit; or
- (f)     following layoff, fails to return to work within ten (10) working days after receiving notice to do so unless just cause exists. Employees shall keep the Employer informed of their current address. Employees shall be deemed to have received notice by registered mail. It is further agreed that laid off employees who are recalled will be permitted to give their current employer reasonable notice of termination in order to accept recall, but will be required to return to work within three (3) weeks from the post-marked date on the registered mail sent to them by the Employer party to this agreement.

13.07                    **Seniority - Governing Factor**

Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, preference in available weekly hours, transfers, choice of shift and choice of vacation providing the more senior employee has the ability to be able to perform the normal functions of the job.

Reverse order of seniority shall apply and be the governing factor in all matters of demotion, layoff, and reduction to part-time or casual, providing the more senior employee has the ability to be able to perform the normal functions of the job.



13.08                    **Full-time Reduced to Part-time**

Full-time employees with one (1) year or more of seniority who are reduced to part-time status by the Employer shall be placed at the top of the seniority list for part-time employees and full-time employees who request to be reduced to part-time status shall retain their seniority and be so placed on the part-time seniority list.

13.09                    **Notice (Change of Employment Status Full-time to Part-time)**

The Employer agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

13.10                    **Available Hours of Work**

Preference as to available hours of work shall be given to the employees according to seniority, consistent with the availability of that employee and the employee's willingness to perform the work, providing the employee has the ability to perform the normal functions of the job. For the purpose of this Article and to address any short-notice emergency or no-show for a night shift only, an on-call list shall be created and posted. This list is to be made of employees willing to be offered the hours on short-notice and shall be followed in order of seniority.

Sincere effort will be made to ensure each employee is scheduled every second weekend off unless an employee has indicated, in writing, to the Manager, that they wish to work more weekends.

13.11                    **Temporary Closure of a Residence**

In the event of a temporary or permanent partial or total closure of a Residence which results in loss of hours to full-time and part-time employees normally scheduled to work at the affected location, hours of work will be scheduled in accordance with Article 13.10, Available Hours of Work, even when it means rescheduling of hours of junior employees in the other Residences. In the case of planned temporary closures, affected employees may choose to take vacation, use their banked time (overtime or general holidays) or take the time off without pay. In the event of an emergency closure due to lack of available employees then the remaining employees shall be reassigned to other Residences. If layoff or reduction to part-time is required, same will be made in accordance with Article 13.07, Seniority-Governing Factor, Article 13.08, Full-Time Reduced to Part-time, and Article 14, Layoff/Recall From Layoff. Any employee losing regular scheduled hours as a result of a house closure will get first choice of any hours that become available that same day.

13.12

**Full-Time Voluntary Reduction To Part-time**

Any full time employee may request to be reduced from full-time to part-time status. If granted the request, an employee will have a one (1) year period only to request to return to full time. A part-time employee will work the rest of their shifts. Should said employee elect to return to full-time status, they shall provide a minimum of sixty (60) calendar days' notice to the Employer, which shall in turn notify the part-time employee then covering the additional shifts that their part-time work on those days will be discontinued. If that part-time employee has no other part-time employment with the Employer, their status may then revert to casual.

For layoff purposes only, said full-time employee who has self-reduced to part-time will be deemed to be a full-time employee. When their employment is terminated, through retirement or otherwise, a vacancy for a full time position will be deemed to have been created and will be posted in accordance with Article 15, Vacancies/Job Postings/Promotions/Transfers.

It is further understood that any full-time employee may request a reduction in hours from the Employer, but is not guaranteed accommodation. The Employer will consider all requests on a first come first serve basis, unless one or more requests are made simultaneously, in which event the requests will be considered on the basis of seniority. The Employer will accommodate only one employee at a time, and no employee shall be allowed to exercise their seniority to 'bump' another employee already on reduced hours.

**ARTICLE 14 LAYOFF/RECALL FROM LAYOFF**

14.01

**Notice of Layoff**

The Employer shall notify employees in writing ten (10) working days prior to the effective date of the layoff or award pay in lieu thereof. In the event provincial legislation provides more notice or pay in lieu thereof, provincial legislation will apply.

14.02

**Recall to Work Process**

Full-time employees who are laid off or reduced to part-time employment in accordance with the above provision shall be recalled to work on the basis of seniority provided:

- (a) that not more than twelve (12) months has elapsed since the employee last worked for the Employer; and

- (b) that the employee reports for duty within ten (10) working days from the time of recall by the Employer; or three (3) calendar weeks from the time a registered letter has been sent to them by the Employer if they are working elsewhere at the time of recall; and
- (c) that the employee is capable of performing the normal functions of the job.

14.03                    **Full-time Retention of Seniority on Recall**

Full-time employees who are rehired within twelve (12) months of their layoff shall retain their seniority for the purpose of this article.

14.04                    **Extension of Layoff and Recall Period - Illness**

The twelve (12) month and ten (10) working day limitations contained in Articles 13.06, Termination of Seniority Rights, and 14.02, Recall to Work Process, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of such illness or incapacity from accident. The Employer may require the employee to provide written confirmation from a qualified medical doctor with regard to such illness or accident.

14.05                    **Laid Off Employees Recalled Prior to New Employees Hired**

New employees shall not be hired where there are employees on layoff able to perform the job.

**ARTICLE 15                    VACANCIES/JOB POSTINGS/PROMOTIONS/ TRANSFERS**

15.01                    **Posting of Vacant Positions**

Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) calendar days at appropriate locations, including all bulletin boards for a minimum of seven (7) working days, and a copy of the notice shall be sent to the Union. The notice shall set out the job description, qualifications required by the job classification, wage rate and shift. Any employees on vacation or leave shall be notified of any job postings via email upon individual request.

15.02                    **Filling of Vacancies**

In filling job vacancies, including promotion, transfers, and new positions, the job shall be awarded within seven (7) working days of the end of posting to the senior applicant providing such employee is able to perform the normal requirements of the job.

15.03                    The Employer shall not exclude family members of current employees from being considered for employment, nor shall the hiring of such family members to be considered a conflict of interest.

15.04                    **Term Position**

Temporary positions of two (2) weeks or more which are the result of an employee being on an approved leave of absence, vacation, sick or disabled, shall be posted and filled in accordance with Article 15.01, Posting of Vacant Positions, and 15.02, Filling of Vacancies, above and identified as temporary in nature. When the temporary position is over the employee shall return to their former position. Any subsequent temporary vacancy that results in this type of posting need not be posted by the Employer. All subsequent temporary vacancies, if not posted, and all temporary vacancies of less than one month will be filled in accordance with Article 13.10, Available Hours of Work.

**ARTICLE 16                    PROMOTIONS OUTSIDE OF BARGAINING UNIT**

16.01                    Employees promoted to a position outside of the bargaining unit shall carry their seniority with them and said employee may return to the bargaining unit without loss of seniority and accumulated staff benefits within a three (3) month period.

In order to return to the bargaining unit, an employee must give the Employer within the above mentioned three (3) month time period, their notice of intention to return to the bargaining unit. Such notice shall be sufficient to allow the Employer to provide ten (10) working days' notice to a displaced employee should the above mentioned employee return to the bargaining unit require a layoff.

**ARTICLE 17                    TRAINING**

17.01                    Employees shall be encouraged and may be required to improve their performance by participating in available training programs. Where an employee takes such a program at the order or request of the Employer, the Employer will pay the tuition and authorized expenses. When attendance at a course or training program is mandatory, time spent at the course or training program shall be considered time worked. To accommodate such mandatory training, the Employer may change employee's normal shift schedules to ensure overtime is not required.

17.02                    If the government legislates or regulates mandatory changes to the training requirements, employees requiring certain certificates or academic standings will receive such training and the Employer agrees to pay all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to obtain such required academic standing and certifications. Employees who are not

successful the first time they take the training will not be paid for training or expenses a second or subsequent time for the same courses.

## **ARTICLE 18        HOURS OF WORK**

18.01                      The standard hours of work for full-time employees shall be as follows:

Day (Residences)	08:30 A.M. – 4:00 P.M.
Evening (Residences)	03:30 P.M. – 11:30 P.M.
Night (Residences)	11:15 P.M. – 08 :45 A.M.

Other shifts in the residences scheduled, on an as needed basis, shall be as follows:

Weekend – Special Care	8 hours as needed in consideration of resident needs
One-to-One Care – Short Shift	5 hours as needed in consideration of resident needs
Extra Care - Short Shift Evenings	04:00 P.M. – 09:00 P.M.

In the event different shifts are created by the Employer, the Union Representative, Shop Steward(s), and the Employer will meet and mutually determine the start and end times of the newly created shifts. Employees will be given a minimum of two weeks' notice of shift change.

### **18.02                      Normal Basic Work Week**

The normal basic work week for full-time employees will be as follows:

- (a)        **Evenings (Residences):** eighty (80) hours bi-weekly to be worked in ten (10) shifts of eight (8) hours each.
- (b)        **Nights (Residences):** Ninety-five (95) hours bi-weekly to be worked in ten (10) shifts of nine and one-half (9 ½) hours each.

18.03                      An employee will be allowed to exchange twelve (12) shifts between April 1 and March 31 of each year with other employees provided there is no additional cost to the Employer and subject to the overtime pay conditions outlined in Article 23.05, Shift Exchange/No Additional Cost. Employees will provide written request of the shift exchange to the Employer from Monday to Friday only and such request shall be

approved in writing by the Employer prior to the shift change occurring. New employees will be allowed only one (1) shift exchange per month in their first year of employment.

18.04                    The Employer will make every effort to ensure that vacancies caused by sick, authorized leaves of absence or vacationing employees be filled with part-time or casual employees, in accordance with call-in provisions of this Agreement.

18.05                    Subject to Article 25 General Holidays, in a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be reduced by one of their regular workdays with no reduction in take home pay.

18.06                    Subject to Article 25 General Holidays, in a week in which two (2) general holidays occur, the basic work week for full-time employees shall be reduced by two (2) of their regular workdays with no reduction in take home pay.

## **ARTICLE 19                    MINIMUM SHIFT**

19.01                    Unless an employee has been notified beforehand not to report for work, employees reporting for work at their scheduled starting time shall be provided with the opportunity to earn a minimum of four (4) hours' pay or be paid for four (4) hours.

## **ARTICLE 20                    POSTING OF WORK SCHEDULES**

20.01                    The Employer agrees to post a bi-weekly work schedule for all employees covered by this Agreement two (2) weeks prior to the effective date of the upcoming schedule.

20.02                    Except for instances of illness or other unscheduled leave, there will be no changes to the employee's posted work schedule unless the employee agrees. In instances of changes of work schedules for illness or unscheduled leave, the Employer must notify employees of such changes as soon as possible. In no event will the schedule be changed unless an employee has been contacted and notified.

Employees will not be required to find their own replacement for illness or bereavement leaves.

## **ARTICLE 21                    TIME SHEETS**

21.01                    The Employer agrees that employees' time scheduled on the posted work schedule will be considered the time worked by employees for payroll purposes. The Employer further agrees to make all changes to the work schedule as required to accurately reflect all hours worked. In addition, the Employer agrees to provide time

sheets to enable employees to record their own time for payroll purposes. Employees shall record their own time on the time sheets at the end of each shift.

21.02 The Union, upon request, will have access to the schedules including past schedules. Upon further request, the Union may receive an exact copy of the schedule.

21.03 The Employer agrees upon request of the Union to make available to the Union copies of records pertaining to hours worked by bargaining unit employees, provided the records are no older than two (2) years.

## **ARTICLE 22 MEAL AND REST PERIODS**

22.01 Meal and rest periods shall be deemed to be paid time.

### **22.02 Meal and Rest Periods for Employees Working In Residences:**

- (a) Each employee shall receive one (1) meal period during each shift, to be taken at the residence with the residents.
- (b) Each employee shall be entitled, for shifts of eight (8) hours or more, to two (2) fifteen (15) minute rest periods, to be taken at the residence with the residents. Each employee shall be entitled, for shifts of less than eight (8) hours, to one (1) fifteen (15) minute rest period, to be taken at the residence with the residents.

## **ARTICLE 23 OVERTIME**

23.01 All overtime must be approved by the Manager. The Employer will leave a phone number where authorization can be received.

23.02 Overtime shall be voluntary and by seniority with the most senior employee who is able to do the job being requested and thereafter in descending order of seniority. In the event of an emergency, it is understood that the employee on duty at the residence may be required to work the overtime.

### **23.03 Overtime Amount**

Overtime rates of one and one-half (1½) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of the defined working hours as provided for in Article 18.02, Normal Basic Work Week for full-time employees and Article 4.01 (c) for part-time employees.

Employees shall not be required to suspend work during their regular working hours to avoid payment of overtime.

23.04                    **Shift Exchange/No Additional Cost**

Where an employee exchanges a shift with another employee, no overtime shall be paid by the Employer in excess of that which would have been paid without the exchange of shifts.

**Back to Back Shifts**

In the event the Employer or designate requires an employee to work a back to back shift because no-one is available to work the shift immediately before or following their regular shift, such employee will be paid double (2x) time their regular rate of pay for all hours worked on that second shift.

**ARTICLE 24                    PAYMENT FOR MEETING ATTENDANCE**

24.01                    When the Employer requires an employee to be present at any meeting called by the Employer, time spent at such meeting shall be considered as time worked, including attendance at a grievance meeting. Any employee attending such a meeting outside of their regular working hours shall be paid a minimum of two (2) hours at their regular rate of pay, unless such meeting time is concurrent with their regular shift. In such event they will be paid at their appropriate hourly rate of pay for all hours spent in the meeting. Those employees living more than ten (10) kilometres round trip away from the meeting location are entitled to a travel allowance as per Article 40.01, Use of Personal Vehicle/Kilometre Bonus.

**ARTICLE 25                    GENERAL HOLIDAYS**

25.01                    The following are recognized as general holidays for purposes of this agreement:

New Year's Day	Labour Day
Good Friday	<b>National Day for Truth and Reconciliation</b>
Easter Sunday	Thanksgiving Day
Louis Riel Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal Governments.



25.02                    **Floating Holidays**

In addition to the general holidays referred to in Article 25.01, General Holidays, above, all employees shall be entitled to take three (3) paid floating holidays 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 and will be subject to pay on the same basis as general holidays. Employees may choose to take a floating holiday on Easter Monday.

25.03                    **Qualify for General Holiday Pay**

In order to qualify for general holiday pay, employees must have worked their scheduled day before and their scheduled day after the holiday or on the general holiday. Vacation, sick leave, an authorized leave of absence or temporary closure of a Residence shall not disqualify an employee.

25.04                    **General Holiday/Amount Paid**

General holiday pay for employees for each general holiday shall be as follows:

- (a) Full time employees will be paid the equivalent of their normal days' earnings as though they had worked their regular shift on the general holiday.
- (b) Part time and casual employees will be paid five (5%) percent of their total earnings, including premium pay, in the four full calendar weeks immediately prior to the general holiday.

25.05                    **Working on General Holiday/Amount Paid**

Employees who work on a general holiday will be paid time and one-half (1 ½) their regular hourly rate of pay for all time employed on the general holiday in addition to the general holiday pay they qualified for as per Article 25.04, General Holiday/Amount Paid. Alternatively, such employees may choose to take an alternate day and one half off in lieu for having worked the general holiday and get paid only their regular pay for all time so employed on the general holiday and receive their regular hourly rate of pay for each hour when they take their alternate time off.

25.06                    **General Holiday/When Paid**

Employees will be paid for the general holiday when it falls unless it fell during their vacation and they have chosen to take an alternate day off. Employees who choose to take an alternate time off in lieu of the general holiday will be paid for the general holiday when they take their alternate time off.

In the unusual event agreement cannot be reached to schedule the alternate day or days off prior to March 31<sup>st</sup>, of any year, the employee will be paid the general holiday pay they qualified for in accordance with Article 25.04, General Holiday/Amount Paid, for each such day banked but not taken as an alternate day off.

25.07                    **General Holiday During Vacation/Weekend/Day Off**

If a general holiday occurs during an employee's vacation, on their scheduled day off or on a weekend, such employee shall have the opportunity to take their general holiday pay as per Article 25.04, General Holiday/Amount Paid, or another day off, with pay, at a time mutually agreed.

25.08                    **Alternate Days in Lieu of General Holiday/When Taken**

Alternate days off in lieu of general holidays will be granted within thirty (30) working days after the general holiday unless an employee chooses to bank them for future use. Employees can bank a maximum of five (5) general holidays before requesting their alternate time off. Once that alternate time off has been approved they can repeat the process. Failure to request the alternate time off will result in future general holidays being paid out at the time the general holiday falls until such time as the banked time is requested as time off.

Request for alternate days off shall be made and approved at least two (2) weeks in advance of the day or days wanted. Approval will be based on operational requirements and will be granted whenever possible. When a general holiday or an alternate general holiday has been granted, it will not be changed without the consent of the employee.

In the unusual event an employee is unable to provide two (2) weeks' advance notice of the required time off, the Employer will consider each such late request on a first come, first served basis taking into account the number of employee's already off work on the date requested as well as the ability to cover the requested time off. In such event, if the Employer is unable to cover the required shift, the employee agrees to request an alternate day in lieu of their general holiday.

## **ARTICLE 26**      **WAGES**

26.01                    The Employer shall pay salaries and wages as set out in Appendix "B" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions, including the hourly rate of pay, the number of hours worked at regular time and overtime rates, premiums and general holiday pay. The pay statements shall also include an employee's banked time, sick time, and floater days to date. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award or this Agreement.

26.02                    Wages shall be paid bi-weekly, by direct deposit at Caisse Financial Group in St. Malo, Manitoba, on the Thursday for the previous two week pay period. Once the Employer is able to use other financial institutions for direct deposit purposes, the employees shall be given the opportunity to use a financial institution of their choice and payday shall also be moved from Thursday to Friday at that time.

26.03                    Overpayment shall not be recoverable by the Employer where such recovery would be unreasonable or unfair. Errors in payroll of more than ten (\$10.00) dollars will be corrected within twenty-four (24) hours of the Employer being made aware of the error. Such correction will be paid by cheque. All other errors are to be corrected on the employee's next pay cheque.

26.04                    Where an employee is assigned to a higher paying job, such employee shall receive the rate for the job or, where a salary range has been established, the next higher rate in that salary range. Where an employee is assigned to a lower paying job, such employee's wage shall not be reduced.

26.05                    If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the mediation (Article 36) and/or arbitration (Article 37) procedures of this Agreement.

## **ARTICLE 27**      **MINIMUM PAY**

### **27.01**                    **Reporting Pay**

Unless an employee has been notified by 4:30 p.m. the day before not to report for work, employees reporting for work at their scheduled starting time shall be provided with a minimum of four (4) hours work or pay in lieu thereof.

27.02                    **Call-in Pay**

Employees who are called in to work outside their regularly scheduled hours shall be paid a minimum of four (4) hours pay at applicable rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

27.03                    **Reporting Pay - Inclement Weather**

In the event of inclement weather conditions, employees who report late for work, but in any event within the first two (2) hours of their scheduled shift, shall receive pay for the full shift.

**ARTICLE 28                OUT OF SCOPE PREMIUM PAY**

28.01                    An employee who is assigned to relieve an employee excluded from the bargaining unit shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of pay for all time worked by such employee while so relieving. When no managers are present at the workplace, an employee will be assigned to be "in charge" and will receive an "in charge" premium of one dollar and fifty cents (\$1.50) per hour.

28.02                    Employees **agreeing** to carry the workplace cell phone while not on duty shall be paid **thirty-three dollars (\$33.00) for week days and forty-five dollars (\$45.00) for weekends** for each twenty-four (24) hour period or portion thereof they are required to be on call for.

**ARTICLE 29                VACATIONS**

29.01                    The vacation year shall be based on the Employer's fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>). Entitlement to annual vacation, with pay, is based on the employee's anniversary date of most recent employment.

Vacation pay for each week of vacation for all full time employees shall be equal to the percentage of gross annual earnings in the previous fiscal year or shall be equal to the regular weekly rate of pay of the individual employee effective immediately prior to the vacation period, whichever is the greater. Vacation pay for each week of vacation for all part time employees shall be equal to the percentage of gross annual earnings in the previous fiscal year. "Earnings" include, but are not limited to wages, premiums, the previous year's holiday and vacation pay and sick leave.

Employees shall be entitled to vacation, with pay, as follows:

<b><u>Service</u></b>	<b><u>Vacation Entitlement</u></b> <b><u>Annual Earnings</u></b>	<b><u>% of Gross</u></b>
One year but less than three (3) years of continuous service since last date of hire	Two (2) weeks' vacation with pay	Four (4%)
Three (3) years but less than seven (7) years of continuous service since last date of hire	Three (3) weeks' vacation with pay	Six (6%)
Seven (7) years but less than ten (10) years of continuous service since last date of hire	Four (4) weeks' vacation with pay	Eight (8%)
Ten (10) years but less than fifteen (15) years of continuous service since last date of hire	Five (5) weeks' vacation with pay	Ten (10%)
Fifteen (15) or more years of continuous service since last date of hire	Six (6) weeks' vacation with pay	Twelve (12%)
Twenty (20) years or more of continuous service since last date of hire	Seven (7) weeks' vacation with pay	Fourteen (14%)

29.02                    **Vacation Pay/When Paid**

Vacation pay will be paid to full-time and part-time employees on their regular paydays during their vacation unless they have indicated, in writing two (2) weeks in advance, that they wish to be paid not later than the working day immediately preceding the beginning of their vacation.

Part-time employees may also choose to have their vacation wages paid on each bi-weekly payday throughout the year. Such choice must be made, in writing to the Manager, prior to April 1<sup>st</sup> of each year.

Casual employees will have their vacation wages paid on each bi-weekly payday throughout the year.

Vacation pay may be included on one (1) cheque, providing the

deductions are calculated separately.

#### 29.03 **Vacation Pay Upon Termination**

In addition to other wages owing, employees eligible for a vacation and whose employment is terminated for any reason shall be allowed pay for the vacation for which they had become eligible but had not yet taken. In the case of death such pay shall be paid to the estate or the person legally entitled.

#### 29.04 **Vacation Period**

Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up into weekly segments. Employees will, if they so choose, be allowed to take three (3) weeks' vacation between May 30<sup>th</sup> and September 1<sup>st</sup> of each year. More than three (3) weeks' vacation between May 30<sup>th</sup> and September 1<sup>st</sup> may be allowed, subject to management approval, if all other employees who want three (3) weeks during May 30 and September 1 have been booked for their requests. Employees will, as well, be allowed to take their vacation at other times during the year.

Requests for individual days of vacation will be considered after weekly vacation requests have been approved. If a request for an individual day of vacation falls on a day that was not a work day for someone already approved for a full week of vacation, it shall be approved (to a maximum of 3 employees off on vacation each day, or more if the Employer can accommodate same).

#### 29.05 **Vacation Planner**

The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlement by February 15<sup>th</sup> of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 15<sup>th</sup> of each year to write in their preferred vacation time. Vacation will be awarded in accordance with seniority and will not be unreasonably denied. If there is conflict between employees' preferences in choice of vacation time, senior employees will be given preference provided junior employees have the ability to perform the necessary work. On April 1<sup>st</sup> of each year the Employer shall post a finalized vacation schedule which shall then be updated on a monthly basis to reflect vacation scheduled throughout the year. Such a request must be made two weeks prior to the pre-scheduled vacation.

Any vacation requests after March 15<sup>th</sup> will be awarded on a first come, first served basis. Employees making such late requests will not have preference in the choice of vacation time where other employees have indicated their preference.

29.06 The Employer will, whenever possible, accommodate each employee's vacation request. If it requires the Employer to call in casual employees to accommodate such vacation requests, they shall do so. The Employer agrees to allow a minimum of three (3) employees off on vacation each week (more if the Employer can accommodate same). The Employer agrees to circulate a sign up list for Christmas and New Year's week's shifts no later than December 15th of each year. Employees will sign the list if they wish to work on Christmas Eve, Christmas Day, Boxing Day and New Year's Day, or if they would prefer not to work on any or all of these days.

29.07 **Vacation/General Holidays**

When a general holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would have received had they been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

29.08 If employees who are entitled to sick leave are hospitalized or would be unable to work if not on vacation (verified by a physician) during their vacation period, they may have the said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date - such date to be mutually agreed upon - and be rescheduled as soon as possible following the employee's return to work.

29.09 Any employee who is entitled to bereavement leave in accordance with Article 32.10, Bereavement Leave, and where such bereavement leave occurs during said employee's paid vacation, shall be entitled to bereavement leave and pay and shall, provided the employee attends the funeral, be entitled to have that portion of their paid vacation rescheduled at a later date.

29.10 In the event an employee wishes to not use their vacation any monies owed will be paid out after March 31<sup>st</sup> and the remaining time will be forfeited.

**ARTICLE 30 HEALTH AND SAFETY**

30.01 **Safety and Health Committee**

The Employer agrees to a joint safety and health committee which shall meet as mutually agreed but at least quarterly, and shall also conduct safety tours of the premises. The committee shall be comprised of two (2) members chosen by the Union and up to two (2) management persons. Minutes of each meeting shall be taken and a copy shall be posted in the workplace as well as emailed to the Union Representative within seven (7) calendar days.

30.02 All employees of the safety and health committee shall receive the necessary time off with pay when conducting business in accordance with Article 30.01, Safety and Health Committee.

30.03 The Employer agrees to provide time off with pay for each member of the health and safety committee for the purposes of allowing members of the bargaining unit to attend health and safety seminars and courses or conferences for job improvements as mutually agreed between the parties. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off, without pay, shall be granted to members of the bargaining unit, if so requested by the Union.

30.04 No employee shall be disciplined or discharged for refusal to work on a job or any workplace or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, an employee who does not work shall not suffer a loss of pay.

30.05 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace including properly heated and lighted working environment that is free of pollution. The Employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations.

30.06 Where the nature of the work or working conditions so require, employees shall be supplied, at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced where necessary at the Employer's expense.

30.07 **Individual Program Planning**

The Employer will ensure all necessary information and adequate training is provided to employees in regards to a resident's personal file sheet or a "Who Am I?" for respite resident to assist employees in mitigating health and safety risks to themselves, their co-workers and the residents. Such information and training will be provided in a timely manner (without delay).

**ARTICLE 31 LEAVES OF ABSENCE**

31.01 The requesting and granting of leaves of absence shall be in writing. If requested, the reasons for a refusal for a leave of absence will be provided by the Employer.



31.02                    **Negotiation Leave**

The Employer shall allow two (2) employees time off with pay for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer shall pay each employee their regular days' pay for each day they are required to be in attendance at negotiations. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

31.03                    **Convention/Conference/Seminar Leave**

Leave of absence, without pay, without loss of seniority or other benefits, shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leave of absence shall be restricted to no more than two (2) employees at any one time. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

31.04                    **Leave of Absence "Full-time Union Duties"**

Leave of absence, without pay, shall be granted for a period of up to one (1) year to an employee with a minimum of one (1) year's service who is engaged full-time in Union activities.

31.05                    **Maternity Leave**

Employees requiring maternity leave will be entitled to a leave of absence, without pay, for a seventeen (17) week period, or such longer period as may be legislated, without loss of seniority, or such shorter or longer period as her doctor may certify.

The employee shall be re-employed in her original position or a comparable position at the prevailing rate of pay, without loss of seniority or any benefits, when she is ready to return to work.

The employee may return any time after the birth, by requesting in writing her return at least two (2) weeks before being reinstated, but in any event upon the expiry of the maternity leave or such shorter or longer period as her doctor may certify.

Accumulated sick leave benefits, required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same condition as other sick leave benefits are granted.

**Parental Leave****(A) Entitlements**

Every employee

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) assumes actual care and custody of their newborn child, or
  - (iii) adopts a child under the law of a province, and assumes actual care and custody of their child; 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 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. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Employer and employee otherwise agree.

**(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 section for the portion of the leave period that remains at the time the application is made.

**(D) Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

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

31.07                    **Child Bearing Support Leave**

The Employer agrees to grant employees who will be the parent of the child but are not physically giving birth to a child up to three (3) days off, with pay, to be taken on or after the birth of their child, at the employee's discretion. Such days to be deducted from such employee accruals as per Article 23.03, Overtime Amount/Compensating Time Off; or Article 25.08, Alternate Days in Lieu of General Holiday/When Taken; or A-1, Sick Leave Benefits.

31.08                    **Family Responsibility Leave**

In the event of medical, dental, legal or school appointment or a serious illness or injury occurring to the following family members of an employee: spouse, parent, child, parent-in-law, grandchild and/or a person who resides with an employee or with whom the employee resides, such employee may request, and if so, shall be granted a paid leave of absence which shall not exceed five (5) working days per fiscal year. The definition also includes brothers, sisters, aunts, uncles, nieces and nephews as well as those persons who are not related, but are considered a family member. Family members defined above include common law and same sex-same spouse, foster and step relations. The Employer may request and if so, shall be provided with documentation verifying the appointment, illness or injury of the family member.

The purpose of this leave shall be to enable employees to attend to the immediate needs of their family member. The employee agrees to make reasonable effort to ensure appointments are scheduled outside their regular working hours.

In the event an employee has exceeded their five (5) day limit on family responsibility leave but still requires time to deal with family responsibilities, such employee will be able to use their vacation or banked overtime instead of taking time without pay.

31.09                    **Jury Duty/Witness Leave**

An employee who is required by law to serve as a juror or subpoenaed witness in any court of law shall be granted leave of absence, with pay, for all scheduled hours, provided that the employee remits to the Employer any monies received for such appearances other than reimbursement of their expenses.

### 31.10

#### **Bereavement Leave**

- (a) Bereavement leave, with pay, will be granted in the event of death of a member of the employee's family (including foster and step family members) as follows:
- Five (5) days, which can be taken non-consecutively if needed, in the event of a death of spouse (including common law spouse and same sex partner), child, parent, grandchild and great-grandchild;
  - Four (4) days, which can be taken non-consecutively if needed, in the event an employee is the executor;
  - Three (3) days, which can be taken non-consecutively if needed, in the event of death of a grandparent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law;
  - Two (2) days, which can be taken non-consecutively if needed, in the event of the death of an employee's niece, nephew, aunt, uncle or a person residing with the employee or with whom the employee resides.
- (b) The Employer will not unreasonably refuse a request for a further two (2) days off, with pay, in addition to leave granted above, to attend a funeral in the event that a funeral is held outside a radius of two hundred (200) kilometres of the workplace.
- (c) Any employee attending a funeral as a pallbearer and/or eulogist will be allowed the required time off for the purpose of attending the funeral, with pay, to a maximum of one (1) day.
- (d) Additional leave, with or without pay, for grieving and/or compassionate reasons not covered above may be granted at the discretion of the Employer. In no event will less time, without pay, be granted than that required by legislation in the Province of Manitoba.

### 31.11

#### **Compassionate Care Leave**

In the event an employee has a family member or person like family, who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed twenty-eight (28) weeks in total.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance (E.I.) funds. Upon request, the employee will provide the Employer with a copy of their medical documentation required by E.I. in order to access E.I. benefits.

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 Article 31.10 Bereavement Leave, of this collective agreement.

31.12                    **Personal Leave**

Upon written request of an employee, the Employer may grant a personal leave of absence of up to one (1) year without pay. Such request will not be unreasonably denied.

31.13                    **Benefits During Leaves of Absence**

Employees on leave of absence of one month or less will continue to accrue all benefits available to them in this collective agreement as though they had worked.

Employees on leave of absence of longer than one (1) month in duration who choose to, and if they are eligible to do so, may maintain their benefits by paying the entire premiums themselves. Sick benefits will be maintained but not accrue past the one calendar month until the employee's return to work and vacation pay will be based on the percentage of gross earnings and not the greater of calculation. If an employee chooses to maintain benefits, payment for such benefits will be due upon receipt of the related invoice. If payment of such invoice is not received by the Employer within thirty (30) days then benefits will be terminated.

31.14                    **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.
- (b) Employees may use Domestic Violence Leave to:
  - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence
  - (ii) obtain services from a victim services' organization

- (iii) obtain psychological or other professional counselling
  - (iv) temporarily or permanently relocate to a safe place
  - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.
- (c) There are two (2) parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.
- (d) Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

**Critical Illness of a Child Leave**

An employee shall receive Critical Illness of a Child Leave without pay work for up to thirty-seven (37) weeks to allow them as a parent to provide care and support for a critically ill child who is under eighteen (18) years of age, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
  - (i) a parent of a child;
  - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
  - (iii) a person with whom the child was placed for the purposes of adoption;
  - (iv) the guardian or foster parent of a child; or,
  - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

A critically ill child is defined as a child under eighteen (18) years old with a life-threatening illness or injury for which continued parental care or support is required. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

- (b) Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than

the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

31.16

**Disappearance or Death of a Child Leave**

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
  - (i) a parent of a child;
  - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
  - (iii) a person with whom the child was placed for the purposes of adoption;
  - (iv) the guardian or foster parent of a child; or,
  - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (b) Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee



immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

31.17                    **Organ Donation Leave**

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.
- (b) Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.
- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (f) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

31.18                    **Confirmation of Time Off**

The requesting, granting and/or denial of any time off from work pursuant to this article shall be in writing.

31.19                    In addition to the leaves set forth in this Collective Agreement, employees may be eligible for other new or old leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

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/).

## **ARTICLE 32      APPENDICES AND LETTERS OF UNDERSTANDING**

32.01                      It is understood and agreed by the Employer and the Union that all Appendices and Letters of Understanding, as attached to this Agreement, form an integral part of this Collective Agreement.

## **ARTICLE 33      JOB DESCRIPTIONS AND JOB CLASSIFICATIONS**

33.01                      Job classifications are as set out in Appendix "B" of this Agreement.

Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the Union and employees concerned and the up-to-date job descriptions shall be provided to an affected employee with copies forwarded to the Union.

## **ARTICLE 34      REPRIMANDS**

34.01                      Employees are entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action unless they are a danger to themselves or others. The employee shall be accompanied by a Union Representative and/or a Shop Steward. The Employer agrees to contact the Union Representative to establish an appropriate time, date and location of the meeting.

34.02                      The Shop Steward or, in the absence of a Shop Steward, another employee (of the employee's choice) in the bargaining unit and/or the union representative shall be present when a member of the bargaining unit:

- (a)                      is given a reprimand which is to be entered on the employee's personnel file;
- (b)                      is suspended or discharged.

In unusual circumstances where it is necessary for the Employer to advise the employee by mail of discharge, a copy shall be fax and/or e-mail to the Union Office within two (2) working days.

34.03                      The employee will be given a copy of any reprimand and other written discipline which is to be entered in an employee's personnel file.

34.04                    The Employer agrees, when submitting written notices of warning, disciplinary action, disciplinary demoting, suspension, or dismissal, to give a copy to the employee concerned with a reason for same in full and to fax and/or e-mail a copy to the Union office within (2) working days.

34.05                    The Employer shall keep only one (1) personnel file per employee.

34.06                    Unless prohibited by provincial legislation, the Employer agrees that any reprimand, suspension or discipline shall be removed from the employee's personnel file after eighteen (18) months. Said reprimand or suspension cannot be used against the employee at a later date. This time period of eighteen (18) months shall not include periods of layoff or periods of absence without pay.

## **ARTICLE 35                    ADJUSTMENT OF GRIEVANCES**

35.01                    Any complaint, disagreement or difference of opinion between the Employer, 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.

### **35.02                    Information**

Where the Union requires information regarding a grievance, hours of work, and/or seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request either verbally or in writing to the Union. The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

### **35.03                    Interview of Employees**

The Employer agrees whenever interviewing employees for the purpose of their work record, which interview is to be recorded on the employee's personnel file, that a Shop Steward shall be present at all times unless the employee involved waives the right.

### **35.04                    Steps of the Grievance Procedure**

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) days worked following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

35.05                    All grievances shall be submitted in writing.

35.06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

**Step One:**

By a discussion between the employee and/or the Union Representative with the Manager or designate.

- (a) When an employee takes a grievance to the Union Representative, Step One of the grievance procedure shall be complied with, providing the Union Representative files the grievance, in writing, with the Manager. The Manager shall reply to the grievance in writing within five (5) working days to the Union. If after five (5) working days a satisfactory settlement has not been reached, the Union Representative may proceed to Step Two.
- (b) If an employee takes a grievance to the Manager or designate and a satisfactory settlement has not been reached within five (5) working days, then:

**Step Two:**

The Union Representative or Representatives may take the matter up with the person on the Board of Directors designated to deal with 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 One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited

35.07 If 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 arbitration in accordance with Article 37, Arbitration. The Union and Employer may, at the request of either party, agree to mediation in accordance with Article 37, Mediation.

35.08 At any stage in the grievance procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Shop Steward.

35.09 All time limits set out in this Article are intended to mean working days, and do not include Saturdays, Sundays, recognized holidays, grievor's vacation or illness days.

35.10 The time limits as indicated above can be extended by written agreement by both parties to this Agreement.

35.11 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step Two of the Grievance procedure.

## **ARTICLE 36            MEDIATION/CONCILIATION**

### **36.01                    Government Appointed Mediator**

In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

### **36.02                    Mutually Accepted Mediator**

The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

### **36.03                    Conciliation**

The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

## **ARTICLE 37            ARBITRATION**

37.01            If the Union and the Employer cannot reach an agreement, upon request of either party the grievance shall be submitted to an arbitrator who shall be chosen on a rotating basis from the following:

- (a) Blair Graham
- (b) Gavin Wood
- (c) Colin Robinson
- (d) Patrick Riley

37.02            If any individuals of the above noted panel, who have 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.

37.03            Arbitrators shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above arbitrators are willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the first available arbitrator on the above list.

37.04            The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing, unless this time limit is extended as mutually agreed between the parties.

37.05            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.

37.06            The Arbitrator shall not be vested with power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

37.07            Arbitrators shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as they deem essential to a full understanding and determination of the issues involved. In reaching a decision, arbitrators shall be governed by the provisions of this Agreement and shall render their decision within thirty (30) calendar days from the last day of the hearing.

37.08                    **Arbitrator Decision Binding**

The findings and decision of the Arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.

37.09                    It is the intention of the parties that this article provides 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 proceedings to adjust grievances in accordance with the provisions of this article.

37.10                    In the event of a termination, discharge, or suspension of an employee, arbitrators 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 which they deem equitable.

**Arbitrator Costs Shared**

The Union and the Employer agree each to be responsible for one-half (½) the total cost of the Arbitrator.

**ARTICLE 38            COURT'S DECISION**

38.01                    In the event of any articles or portions of this Agreement being held improper or invalid by a court of law or equity, 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 39            SALE OF BUSINESS**

39.01                    **Sale, Lease, Transfer or Other Disposal of Business Operations**

The Employer agrees that upon sale, lease, transfer or other disposal of its business or operation or any part of its business or operation to any other person or company, the Employer shall inform the other person or company of any existing Collective Agreement or Manitoba Labour Board Certification affecting or relating to the business or operation or part thereof, and the Employer further agrees that it shall be an express term of any contract, sale, lease, transfer, request to bid, or other disposition as responsibility and obligations accruing by virtue of the aforementioned Collective Agreement or Manitoba Labour Board Certification. It is distinctly understood that all employees will be retained in their employment without any change in employment status during the term of this Collective Bargaining Agreement.

## **ARTICLE 40                    BONUSES AND TRAVEL ALLOWANCE**

### **40.01                    Use of Personal Vehicle/Kilometre Bonus**

The Employer will provide company vans for transport of residents. In the unusual event a van is not available, employees willing to use their vehicles when requested to do so by the Employer, will be paid forty-five (45¢) cents per kilometre for each kilometre required to travel. Employees may be required to provide proof of current insurance coverage.

### **40.02                    Meeting Attendance/Kilometre Bonus**

Any employee required to return to the workplace for a meeting or to any other meeting location which requires round trip travel in excess of ten (10) kilometres will be paid forty-five (45¢) cents per kilometre for each kilometre traveled over and above the ten (10) kilometres.

### **40.03                    Travel Expense Reimbursement**

Employees will be entitled to payment for all legitimate, authorized expenses related to any travel required. Such expenses must be accounted for and documentation presented to the General Manager or designate to entitle the employee for payment.

### **40.04                    Meals With Residents**

The Employer agrees that employees will not be charged for meals taken with residents in the workplace during the normal performance of their jobs.

## **ARTICLE 41                    WORKERS COMPENSATION BENEFITS**

41.01                    When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

41.02                    In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving the long term disability benefits that are provided for in the Collective Agreement. In such instances the employees agree that if their appeal is accepted by the Workers Compensation Board the insurance carrier shall then be reimbursed for all monies owing to them.



41.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

41.04 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but were unable to work because of the injury and/or illness.

41.05 Employees unable to perform their regular work as a result of an injury or illness which is recognized as compensable by The Workers Compensation Act will be entitled to income protection payment for the difference between the compensation award and their regular salary. Such difference will be deducted from the employee's accumulated sick days, with such top up continuing only until such employee's accumulated sick days have been totally claimed. The employee will, upon being declared fit to work, be reinstated to her/his former position, wage rate, etc. In the event the employee is declared not fit to work (and is not eligible for Workers Compensation), normal sick benefits shall apply.

## **ARTICLE 42 HARASSMENT/ABUSE**

42.01 The Employer and the Union agree that discrimination or harassment as defined in Manitoba's human rights and/or workplace health and safety legislation shall not be condoned. Both parties will work together in recognizing and resolving such concerns as they arise.

42.02 Complaints of discrimination or harassment may be submitted to the union representative, Manager, or to the Board of Directors, where management is involved.

42.03 Such grievances shall be handled confidentially except for disclosure to the alleged harasser.

42.04 Should such complaints be referred as well to the Human Rights Commission, any internal procedure shall come to an immediate and final end in deference to the Commission.

## **ARTICLE 43            JOINT BOARD LABOUR/MANAGEMENT MEETING**

### **43.01                    Annual Meeting With Board and Union, If Requested**

At the request of the Union or management, a joint meeting of all employees, management, board members and the full-time union representative will be held once per year at a time mutually convenient to discuss matters of mutual concern to promote a more harmonious relationship between the Employer and its employees. Meetings will be convened within two (2) weeks of the request for the purposes of reviewing issues of mutual concern between employees and management. All time spent by employees at such meetings will be considered time worked.

## **ARTICLE 44            JOB LOSS COMMITTEE**

44.01                    In the event any employees may permanently lose their job due to technological change, downsizing or restructuring of the workplace, the Employer and Union will form a Job Loss Committee consisting of equal representation from the Employer and the Union. Union members on the committee will be appointed by the Union and could include the full-time union representative, representatives from the UFCW Training Centre and /or union shop stewards and union members. The purpose of the Job Loss Committee will be to assist the affected workers.

## **ARTICLE 45            EDUCATION AND TRAINING TRUST FUND**

45.01                    The Employer shall contribute four hundred (\$400.00) dollars per calendar year into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

45.02                    Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of March in each calendar year.

## **ARTICLE 46            LABOUR MANAGEMENT RELATIONS**

46.01                    A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, including, but not limited to, staff recruitment and retention, training, communications, staffing levels, workloads, and funding arrangements. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for (or banked) at straight time by the

Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

46.02 Minutes or a newsletter 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 or newsletter, upon request.

#### **ARTICLE 47 APPLICATION OF AGREEMENT**

47.01 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

#### **ARTICLE 48 EXPIRATION AND RENEWAL**

48.01 This Agreement shall be in effect from April 1, 2022 until March 31, 2025, and thereafter from year to year, unless either party should, not less than thirty (30) days or more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision of it.

48.02 This Agreement may be amended during its term by mutual agreement.

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

**SIGNED THIS DAY OF , 2022.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE

#### A-1 Sick Leave Benefits

A-1.01 Full-time employees shall accumulate one and one-half (1½) days of sick leave for each month of employment up to a maximum of **seven hundred and twenty (720)**. All employees with accumulated sick time greater than **seven hundred and twenty (720)** hours as of the date of ratification shall be allowed to retain their accumulated time until usage of such time reduce said accumulated amount to below the maximum. At that time, the maximum of **seven hundred and twenty (720)** hours shall apply.

A-1.02 Part-time employees will accumulate one and one-half (1½) days of sick leave for each one hundred and fifty-two (152) hours worked, up to a maximum of **seven hundred and twenty (720)** hours. All employees with accumulated sick time greater than **seven hundred and twenty (720)** hours as of the date of ratification shall be allowed to retain their accumulated time until usage of such time reduce said accumulated amount to below the maximum. At that time, the maximum of **seven hundred and twenty (720)** hours shall apply.

A-1.03 Casual employees will not accumulate sick leave.

A-1.04 Accumulated sick leave benefits will be paid to employees unable to work on their regular pre-scheduled shifts due to illness, injury and to attend medical or dental appointments. Payment will be equivalent to the wages they would have earned based on the hours they were prescheduled to work and were unable to work that shift(s) due to the illness, injury, medical or dental appointment.

A-1.05 To the extent possible employees will schedule appointments at times that don't interfere with work and will take the minimum time off necessary for that purpose. Where time from work must be missed employees shall be entitled to utilize accumulated paid sick leave days when attending doctor's appointments and/or dental appointments. In such cases, said appointments must be substantiated by a doctor's certificate.

A-1.06 The Employer may require a doctor's certificate from employees entitled to this sick leave benefit if the employee's absence is longer than three (3) days. In the event that sick leave extends past the timeline of an original doctor's certificate, employees shall be responsible for ensuring that the Employer receives an updated certificate prior to the expiry of the previous one.

A-1.07 Perceived abuse of sick leave benefits shall be addressed through the Employee Attendance Management Program.

A-1.08 The Employer agrees to maintain records of the amount of sick leave to which any current employee is entitled. Upon written request, the Employer will provide the Union with the sick leave credit accumulation for each employee. Upon written request, the Employer will provide the employee with their personal sick leave credit totals.

A-1.09 In the event the Employer requires or requests an employee provide a certificate from a doctor or other health care provider, the Employer will reimburse the employee for the full cost the employee incurred in obtaining the certificate. Such reimbursement will be made within two (2) calendar weeks of the Employer receiving the copy of the receipt issued by the doctor or other health care provider.

A-1.10 **Long Service Severance Bonus**

For employees with ten (10) or more years of continuous employment, upon retirement an employee shall be paid out thirty (30%) percent of all accrued sick leave. After fifteen (15) years, forty (40%) percent of all accrued sick leave and after twenty (20) years, fifty (50%) percent of all accrued sick leave, after twenty five years (25) years, sixty (60%) percent of all accrued sick leave, **after thirty (30) years, seventy (70%) percent of all accrued sick leave.**

**A-2 Manitoba Food & Commercial Workers Dental Plan**

A-2.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-**nine** (\$0.39) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include sick pay, vacation and general holiday to a maximum of the basic work week

If required the Employer agrees to pay up to one (1¢) cent per hour per calendar year in addition to the above noted **amount** to continue the existing benefits or improve the benefits, or go to the next annual dental fee schedule.

**A-3 Pension Plan**

A-3.01 The Employer shall make a direct contribution to the Canadian Commercial Workers Industry Pension Plan of fifteen (15¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include time taken off work for paid sick leave, weekly indemnity benefits, vacations, general holidays and any paid leave of absence up to a maximum of the basic work week.

A-3.02 Effective on the date of ratification, the Company will contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of twenty (\$.20) cents for all employees in the bargaining unit, for all hours worked or paid, including sick pay, vacations, and general holidays.

The employees will have the option to contribute on a voluntary basis through a payroll deduction administered by the Company. The Union acknowledges that the Company shall have no responsibility for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the union.

Employees who are legally ineligible for an RRSP, due to being seventy-one (71) years of age and older, shall have the same amount of contributions as noted above added to their hourly wage.

A-3.03 The Employer shall sign a "Participation Agreement" and shall supply any other documents, forms, reports or information required by the Trustees of the Pension Plan and the RRSP. The Employer shall abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-3.04 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded to the Plan by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

#### **A-4 Group Insurance Plan**

A-4.01 Effective August 1<sup>st</sup>, 2007, the Employer agrees to offer a Group Insurance Plan for eligible employees in the bargaining unit who work twenty or more hours per week, which currently includes:

- Life Insurance (A-5)
- Dependent's Insurance (A-6)
- Accidental Death and Dismemberment (A-7)
- Vision Care Benefits (A-8)
- Prescription Drug Benefits (A-9)
- Extended Health Care (A-10)
- Long Term Disability (A-11)

To be eligible for group insurance plan benefits an employee must have completed three calendar months of employment and must be regularly scheduled to work twenty (20) or more hours per week.

A-4.02 Premiums for the Group Insurance Plan will be cost shared with the Employer and the employees. Each employee will pay the full premium cost for their Long Term Disability benefit and up to fifty (50%) percent of the remaining premium cost of their coverage up to a maximum total premium payment (including long term disability premium) of twenty-five (\$25.00) dollars per bi-weekly pay period for employees without dependents and thirty (\$30.00) dollars per bi-weekly pay period for employees with dependents. Such payment will be made via payroll deduction. Employee contributions may increase by an additional five (\$5.00) per bi-weekly pay period if premium costs increase to warrant such increases. The Employer will pay the balance of the premium costs to provide the group insurance plan benefits.

**In the event the Employer changes from one benefit provider to another, employee benefits must be maintained at the previous level with the previous terms and there will be no additional qualification periods or costs. Employee benefits may increase from the previous provider but under no circumstances will benefits decrease or cost increase unless mutually agreed between the Union and Employer.**

A-4.03 The Employer will provide each employee and the Union with current copies of the benefit summary booklets. The Union will be provided with a current copy of the plan text and costs of providing the group insurance plan benefits for each employee and will be provided with updated copies whenever changes are made in the Plan or costs of providing the Plan.

A-4.04 Prior to the contract with the current benefit carrier expiring, the Employer will meet with the Union to explore alternatives that provide comparable or better benefits. The Employer's present benefit plan and cost sharing agreements shall remain in full force and effect until such time as the employees are eligible to commence receiving benefits under any new plan(s).

## **A-5 Life Insurance Benefits**

A-5.01 All eligible employees shall be entitled to life insurance benefits for themselves. The principle sum that is payable shall be two (2) times the employee's annual earnings to a maximum of one hundred (\$100,000.00) thousand dollars. The life insurance benefit reduces by fifty (50%) percent at age sixty-five (65) and terminates at age seventy (70) or retirement, whichever is earlier.

## **A-6 Dependent Life Insurance Benefits**

A-6.01 All eligible employees shall be entitled to life insurance for their spouse and dependent children. The principle sum that is payable shall be five (\$5000.00) thousand dollars for spouse and twenty-five (\$2500.00) hundred dollars per child. The dependent life insurance terminates at age seventy (70) or retirement, whichever is earlier.

## **A-7 Accidental Death and Dismemberment Benefits**

A-7.01 All eligible employees shall be entitled to accidental death and dismemberment benefits for themselves. The principle sum that is payable for injuries resulting from any one (1) accident shall be two (2) times the employee's annual earnings to a maximum of one hundred (\$100,000.00) thousand dollars. The accidental death and dismemberment insurance benefit reduces by fifty (50%) percent at age sixty-five (65) and terminates at age seventy (70) or retirement, whichever is earlier.

## **A-8 Vision Care Benefits**

A-8.01 All eligible employees shall be entitled to vision care benefits for themselves and their eligible dependants. Vision care benefits shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses and/or eye exam appointments to a maximum of two hundred and fifty (\$250.00) dollars per employee and two hundred and fifty (\$250.00) dollars per each eligible dependent every two (2) years.

## **A-9 Prescription Drug Benefits**

A-9.01 All eligible employees shall be entitled to prescription drug benefits for themselves and their eligible dependants. Prescription drug benefits shall cover one hundred (100%) percent of the cost of prescription drugs up to the employee's Pharmacare deductible based on those drugs covered by Pharmacare. (Any employees currently on drugs not covered by Pharmacare shall be allowed to continue as long as medically required.)

A-9.02 A card will be issued to each employee to direct bill prescription drug purchases.



## **A-10 Extended Health Care Benefits**

A-10.01 Extended health care benefits includes, but is not restricted to, the following:

100% coverage for each of the following:

- Hospital Care
- Outside of Canada Emergency Medical Treatment

50% coverage for:

- Referral outside Canada for Medical Treatment Available in Canada

\$500.00 maximum coverage per calendar year for each of the following Professional Services:

- Chiropractor
- Osteopath
- Podiatrist
- Massage therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist
- Hearing Aides to a maximum coverage prescribed by the Plan

## **A-11 Long Term Disability Benefit**

A-11.01 The Long Term Disability Plan will pay 66.7% of monthly earnings to a maximum of two (\$2000.00) thousand dollars per month. There is a one hundred and nineteen (119) day qualifying period. The LTD benefit is payable to age 65 or retirement, whichever is earlier.

A-11.02 The long term disability benefit is non-taxable as the employee pays the entire premium cost for the benefit.

## **A-12 Special Benefit Funding**

A-12.01 Any Social Services funds that may become available over the life of this agreement shall be shared with the employees following discussions with the Union on the proper allocation of those funds. Should the parties not reach mutual agreement regarding the allocation of these funds within a reasonable time the matter may be referred by either party to the mediation (Article 36) or arbitration (Article 37) procedures of this collective agreement.

**APPENDIX “B” WAGES**  
**EPIC de St Malo Inc./SMILE of St Malo Inc.**

**B-1 CLASSIFICATIONS**

<b>B-1.01</b>			
<b>Trainer/Residential Care Worker - Day/Evening Shift - Per Hour</b>			
	<b>Current</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
<b>Start</b>	\$15.11	<b>\$19.00</b>	<b>\$19.00</b>
<b>After 1 Year</b>	\$15.21	<b>\$19.11</b>	<b>\$19.11</b>
<b>After 2 Years</b>	\$15.62	<b>\$19.50</b>	<b>\$19.50</b>
<b>After 3 Years</b>	\$15.98	<b>\$19.87</b>	<b>\$19.87</b>
<b>After 4 Years</b>	\$17.14	<b>\$20.18</b>	<b>\$20.18</b>
<b>Trainer/Residential Care Worker - Night Shift – Per Hour</b>			
	<b>Current</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
<b>Start</b>	\$13.50	<b>\$16.50</b>	<b>\$16.50</b>
<b>After 1 Year</b>	\$13.50	<b>\$16.60</b>	<b>\$16.60</b>
<b>After 2 Years</b>	\$13.82	<b>\$16.93</b>	<b>\$16.93</b>
<b>After 3 Years</b>	\$14.13	<b>\$17.26</b>	<b>\$17.26</b>
<b>After 4 Years</b>	\$15.13	<b>\$17.52</b>	<b>\$17.52</b>

**Note: The calculation used for night shift wage is 8.25 times the day rate divided by 9.5 unless the agreed wage increases equal**

If the funding available to be used for wages provided by Government increases during the term of this Agreement, the Employer shall pass on such increases to the Employees consistent with the funding increase. Wage increases will apply and be effective as of the day the increased funding is received by the Employer.

During employee training the trainee will be paid at the current minimum wage in the Province of Manitoba for all hours spent in training. Once training is complete the employee will be placed at the start rate contained in B-1.01. The Employees probation period will start at the time they begin training.

In the event legislation requires employees, in future, to stay awake nights, the Union and Employer will meet as far in advance as possible to negotiate appropriate wages, premiums and shift changes necessary to accommodate the new requirements.

**B-1.02** Employees who also work in the Workshop will be paid for such hours of work at the rates of pay in the collective agreement between EPIC de St Malo Inc./SMILE of St Malo Inc. for workshop employees and United Food and Commercial Workers, Local 832. Hours worked will, however, count for payment of overtime beyond eighty (80) hours of work bi-weekly.

**B-2** Full-time increment increases will occur on the employee's anniversary date. Part-time and casual increment increases will occur where one (1) year equals thirteen hundred (1300) hours worked and/or paid. Part-time and casual employees will receive incremental increases every thirteen hundred (1300) hours or every twelve months, whichever is greater.

**B-3** **Weekend Shift Premium**

Weekend shifts defined as any shift between Friday, 11:15 p.m. through to Sunday, 11:15 p.m., will receive a premium of seventy-five (75¢) cents for each hour or portion of an hour worked during such time.

**B-4** **Co-Worker Training Premium**

Employees assigned by the Manager to train a co-worker will be paid a premium of one (\$1.00) dollar per hour for training the co-worker if there is a third or fourth staff member present. The training premium will be two (\$2.00) dollars per hour for training the co-worker if there are no other staff members present. The required documentation will be submitted to the Manager.

**B-5 Long Service Premium**

Long-term employees shall receive a premium as follows:

Ten (10) years of service	forty (\$.40) cents per hour
Fifteen (15) years of service	sixty (\$.60) cents per hour (Inclusive of the previous forty (\$.40) cents)
Twenty (20) years of service	eighty (\$.80) cents per hour (Inclusive of the previous sixty (\$.60) cents)
Twenty five (25) years of service	One (\$1.00) dollar per hour (Inclusive of the previous eighty (\$.80) cents)

For purposes of this article, eligible long term employees who work a Night Shift will be paid 9.5 hours of long service premium for each Night Shift.

**B-6 Retroactive Pay**

All employees in the bargaining unit shall receive full retroactive pay to April 1, 2022, for all hours worked and/or paid and for all premiums. Retroactive pay shall be paid to all employees within four (4) calendar weeks following the date of ratification of this Agreement.

## **LETTER OF AGREEMENT**

**BETWEEN:**

**EPIC de St. Malo INC./SMILE of St. Malo Inc.** in the Province of 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: Essential Services/Continuity of Service Agreement**

### **Purpose**

The purpose of this document is to set out a framework for the voluntarily negotiation of 'Essential services/continuity of services agreement'.

### **Preamble**

It is recognized that the definition of "Essential Services" is set out in the current "Essential Services Act" of Manitoba (the Act) - and - that such definition will continue to apply - unless and until such definition is changed by the Province. The 'continuity of services agreement' recognizes that while Essential Services will guide the following agreement that a lack of continuity of services will put life and limb of staff and residents at significant and immediate risks and will affect the voluntary nature of placement and access to services. Should ethical considerations related to participant care and services cause discharge of residents or redirection to other services this is understood to be a risk of 'work stoppage'. The rights of residents and substitute decision makers and the 'Agency' as a credible ethical service provider must be considered as a significant reality. It is recognized that the service delivery of the agency is significantly more than basic care but that programming areas and access to programming areas is preventative in nature and has a direct correlation to both the overall safety of both residents and staff.

## **General**

The Parties agree to meet within twenty-four (24) hours of the commencement of a strike or lockout and on a regular recurring basis thereafter with a view to resolving the dispute and finalizing a new Collective Agreement.

Wages or applicable remuneration for work performed pursuant to a 'Continuity of Service agreement', during a strike, shall be payable in accordance with the last Collective Agreement in effect.

Applying the definition referenced within the Preamble - for the purposes of this process - the Parties agree, that during a work stoppage, the full range of services and care normally provided (in non-work stoppage circumstances) will only continue as per EPIC / SMILE de St. Malo Inc.'s Essential Services Duty Roster.

EPIC / SMILE de St. Malo Inc.'s Essential Services Duty Roster will provide that, during a work stoppage, qualified staff from the bargaining unit will report to work in order to ensure that essential work functions are maintained.

Employer assignment of employees will occur where continuity of care is required and related to articles in the CBA.

Consistent with the Union's assurance of performing such essential services during a work stoppage, and conditional thereon, the Employer shall not:

- Allow bargaining unit employees to work unless designated essential; and

The Employer shall continue to:

- Utilize non-employees and out of scope of this contract to perform work that they already do and at the judgement of the agency at increased levels to provide occasional preventative supports in order to maintain continuity of safety and security to residents and employees and appropriate interventions that may come up from time to time.
- In order for Essential Services in a strike situation to be determined on a "work function" basis, designation by the Employer may take place only on an episodic and emergency basis during the course of a work stoppage.

This will allow Employers to address circumstances unforeseen at the time of the formulation of the Essential Services Agreement/continuity of service agreement, which may require the provision of additional essential services only on an episodic and emergency basis.

Any dispute arising from application of these conditions will be referred to a Dispute Panel

(to be determined)

If a dispute arises during the application and implementation of an Essential Services Agreement/continuity of services', any and all disputes will be referred to the same Panel provided for to be heard within twenty-four (24) hours of referral and a decision rendered as quickly as possible, but in no event longer than forty-eight (48) hours from date of referral.

**UFCW local 832 – EPIC de St. Malo INC./SMILE of St. Malo Inc. – Residential Care Worker Essential Work/continuity of service Functions**

UFCW local 832  
(do hereby agree):

In accordance with the "Essential Services Agreements/continuity of services Agreement" document, EPIC / SMILE St. Malo Inc. has developed an Essential Services Duty Roster to be performed in the event of a work stoppage of, or within, specific to this particular group.

Within the above referenced agreement all residents provided services by EPIC / SMILE St Malo Inc. rely on the agency for all their daily needs.

The hours that are deemed essential to serve this population are identified in more detail in preparation for a work stoppage no later than 168 hours prior to the deadline, in schedules for each home or service team. It is acknowledged that the hours represented in these schedules may change due to client admission/discharges (serving different population), increases or decreases in client hours, and current health or behavioral presentation of client in any one house or service team. In worksites that serve school age clients, additional hours will be essential during school breaks to supervise clients during the day. Client to Staff ratios contained within this schedule assume that all employees working in any specific worksites are qualified (have specific training required, fit gender specific requirements, etc.)

- Communication with the team will continue under regular program processes and residents' concerns will be communicated directly to management

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

**SIGNED THIS                      DAY OF                      , 2022.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:


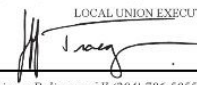
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and EPIC/SMILE de St. Malo (Residential Program) contain the following statements:

All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees 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 as per Articles "Union Security" and "Deduction of Union Dues" of the Collective Agreement.

Please complete Membership Application (sample below) immediately and return it 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.

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MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)			I hereby authorize to use 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	TOWN/NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>
<small>I hereby declare that my application for membership in the United Food &amp; Commercial Workers International Union and all the above statements are true. I agree that all monies paid by me shall be forfeited and my dues shall be used for the purposes of the United Food &amp; Commercial Workers International Union. I authorize the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the United Food &amp; Commercial Workers International Union. I agree to provide my personal information to the United Food &amp; Commercial Workers International Union for the purposes of the 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: 	

X \_\_\_\_\_

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**

BETWEEN:

**EPIC de St Malo Inc./SMILE of St Malo Inc. (Residential Services)**, hereinafter called the "Employer" in the First Part,

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: Community Living Disability Services (CLDS) funding**

In light of new provincial funding made available the parties agreed to amend the wage scale as follows effective June 30, 2022:

<b>B-1.01</b>				
<b>Trainer/Residential Care Worker - Day/Evening Shift - Per Hour</b>				
	<b>Current</b>	<b>April 1/2022</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
		3.50%	2.00%	2.10%
<b>Start</b>	\$ 14.02	\$ 15.11	\$ 15.41	\$ 15.74
<b>After Probation</b>	\$ 14.36	\$ 15.11	\$ 15.41	\$ 15.74
<b>After 1 Year</b>	\$ 14.70	\$ 15.21	\$ 15.52	\$ 15.84
<b>After 2 Years</b>	\$ 15.09	\$ 15.62	\$ 15.93	\$ 16.27
<b>After 3 Years</b>	\$ 15.44	\$ 15.98	\$ 16.30	\$ 16.64
<b>After 4 Years</b>	\$ 16.56	\$ 17.14	\$ 17.48	\$ 17.85
<b>Trainer/Residential Care Worker - Night Shift - Hourly</b>				
	<b>Current</b>	<b>April 1/2022</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
<b>Start</b>	\$ 12.18	\$ 13.12	\$ 13.38	\$ 13.66
<b>After Probation</b>	\$ 12.47	\$ 13.16	\$ 13.42	\$ 13.70
<b>After 1 Year</b>	\$ 12.77	\$ 13.47	\$ 13.74	\$ 14.02
<b>After 2 Years</b>	\$ 13.11	\$ 13.82	\$ 14.10	\$ 14.39
<b>After 3 Years</b>	\$ 13.41	\$ 14.13	\$ 14.41	\$ 14.71
<b>After 4 Years</b>	\$ 14.38	\$ 15.13	\$ 15.44	\$ 15.76
<b>Note: The calculation used for night shift wage is 8.25 times the day rate divided by 9.5 unless the agreed wage increases equal more</b>				

Once the Collective Agreement is updated this LOU will be deleted.

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

**SIGNED THIS                      DAY OF July, 2022.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## LETTER OF UNDERSTANDING

BETWEEN:

**EPIC de St Malo Inc./SMILE of St Malo Inc. (Residential Services)**, hereinafter called the "Employer" in the First Part,

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: Community Living Disability Services (CLDS) funding

In light of new provincial funding made available the parties agreed to amend the wage scale as follows effective April 1, 2023:

<b>B-1.01</b>					
<b>Trainer/Residential Care Worker - Day/Evening Shift - Per Hour</b>				<b>Old scales</b>	
	<b>Current</b>	<b>April 1/2023</b>	<b>April 1/2024</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
<b>Start</b>	\$ 15.11	\$ 19.00	\$ 19.00	\$ 15.41	\$ 15.74
<b>After probation</b>	\$ 15.11			\$ 15.41	\$ 15.74
<b>After 1 Year</b>	\$ 15.21	\$ 19.11	\$ 19.11	\$ 15.52	\$ 15.84
<b>After 2 Years</b>	\$ 15.62	\$ 19.50	\$ 19.50	\$ 15.93	\$ 16.27
<b>After 3 Years</b>	\$ 15.98	\$ 19.87	\$ 19.87	\$ 16.30	\$ 16.64
<b>After 4 Years</b>	\$ 17.14	\$ 20.18	\$ 20.18	\$ 17.48	\$ 17.85
<b>Trainer/Residential Care Worker - Night Shift - Pre Hour Hourly</b>				<b>OLD scales</b>	
	<b>Current</b>	<b>April 1/2023</b>	<b>April 1/2024</b>	<b>April 1/2023</b>	<b>April 1/2024</b>
<b>Start</b>	\$ 13.50	\$ 16.50	\$ 16.50	\$ 13.50	\$ 13.66
<b>After probation</b>	\$ 13.50			\$ 13.50	\$ 13.66
<b>After 1 Year</b>	\$ 13.50	\$ 16.60	\$ 16.60	\$ 13.74	\$ 14.02
<b>After 2 Years</b>	\$ 13.82	\$ 16.93	\$ 16.93	\$ 14.10	\$ 14.39
<b>After 3 Years</b>	\$ 14.13	\$ 17.26	\$ 17.26	\$ 14.41	\$ 14.71
<b>After 4 Years</b>	\$ 15.13	\$ 17.52	\$ 17.52	\$ 15.44	\$ 15.76
<b>Note: The calculation used for night shift wage is 8.25 times the day rate divided by 9.5 unless the agreed wage increases equal</b>					



### **LETTER OF UNDERSTANDING #3**

BETWEEN:

**EPIC de St Malo Inc./SMILE of St Malo Inc. (Residential Services)**, hereinafter called the "Employer" in the First Part,

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: Staffing shortage**

Due to current staffing shortages in the residents, the parties agree to the following on a without prejudice/precedent basis.

- 1) EPIC St Malo may contract outside services to cover shifts where current members are unavailable.
- 2) EPIC St Malo will notify the Union when a contract worker is to start and end a shift and in which residence.
- 3) The outside contractors will pay union dues.
- 4) The employer will notify the union every time there is a new hire for the entire term of this Letter of Understanding (LOU).
- 5) Shifts to be filled, extra hours and overtime shall be defined as additional work.
- 6) EPIC St Malo will continue recruiting for staff to fill all vacant positions.
- 7) Contract workers shall not be used to limit or impede the hiring of new bargaining unit employees.
- 8) The Employer shall ensure all additional work is offered to bargaining unit members prior to bringing in outside contracted services
- 9) Bargaining unit members must respond indicating their willingness to accept additional work within twenty-four (24) hours of it being offered.

This LOU will be deleted ninety (90) days following the date in which it was signed, unless the parties agree to an extension or modifications.

This LOU shall form part of the Collective Bargaining Agreement.

**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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