

COLLECTIVE AGREEMENT

BETWEEN



AND

TEN TEN SINCLAIR HOUSING INC.

**EFFECTIVE:
APRIL 1, 2016 TO MARCH 31, 2020**

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, recognizing that the first consideration is the welfare of the tenants and facilitating the independent living philosophy including the tenants' right to self-determination as it relates to services provided in their home and as identified in the *Human Rights Code*.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board on March 9, 2004 under certificate number MLB-6168, or as may be granted voluntary recognition by the Employer and identified in **Appendix "A"**.
- 102 The term "Employer" means Ten Ten Sinclair Housing Inc. and or Fokus Management Inc. as specifically delegated by Ten Ten Sinclair Housing Inc. The abbreviation Ten Ten shall refer to Ten Ten Sinclair Housing Inc.
- 103 The term "Union" shall mean the Canadian Union of Public Employees, Local 2348 (CUPE).
- 104 The term "tenant" shall mean a person who receives services from Ten Ten Sinclair Housing Inc. and/or Fokus Management Inc.

ARTICLE 2 - DURATION

- 201 (a) This Agreement shall be **in full force and effect from the first day of April 2016 until March 31, 2020**. The retroactive effect of this Agreement is limited to the payment of wages based on regular hours worked pursuant to the Wage Scale. All other terms and conditions under this Agreement will apply from the date of ratification.

- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least fourteen (14) calendar days' written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least fourteen (14) calendar days' written notice as to the intended time and date of lockout.

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

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

204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

205 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.

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

ARTICLE 3 - MANAGEMENT RIGHTS

301 The Employer and the Union recognize that Ten Ten Sinclair Housing Inc.'s tenants play an important role in the organization and that Ten Ten Sinclair Housing Inc.'s units have their own distinct culture.

302 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of Management, under which it shall have, without limiting the generality of the foregoing:

- the right to maintain efficiency and quality tenant services;
- the right to direct the work of its employees;
- the right to establish efficient employee schedules;
- the right to hire, classify, assign to positions and promote;

- the right to determine job content and number of employees at any site;
- the right to demote, discipline, suspend, layoff, and discharge for just cause;
- the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

303 The Employer shall exercise its rights in a manner that is fair, reasonable, in good faith and consistent with the terms of the Collective Agreement.

304 No employee, covered by this Collective Agreement, may be required or permitted to make any written, verbal or implied agreement that conflicts with the terms of this Agreement.

ARTICLE 4 - UNION DUES - SECURITY

401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year.

402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.

403 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.

404 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.

405 The Employer shall include the amount of union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.

- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Agreement.
- 503 When meeting with the Employer to conduct negotiations, up to two (2) employees will be entitled to leave of absence without loss of pay or benefits for a maximum of one hundred (100) hours.
- 504 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 505 The President of the Local Union or Shop Steward shall be advised of the commencement of employment of new employees, so as to facilitate the Union's distribution of an information package which shall include a letter of introduction, a Collective Agreement, union card and a list of the local union executive and shop stewards.
- 506 All correspondence arising out of this Agreement shall pass to and from the Managing Director or designate and the Secretary of the Local Union or designate.

ARTICLE 6 - RESPECTFUL WORKPLACE

- 601 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace which is free from discrimination and harassment and includes a safe and healthy workplace as defined by the *Manitoba Workplace Safety and Health Act*.
- 602 The parties recognize and are bound by the *Manitoba Human Rights Code*.

It is agreed that there shall be no discrimination, restriction, or coercion exercised or practiced by the Employer or the Union with respect to any employee based on:

- **ancestry including colour and perceived race**
- **ethnic background**
- **age**
- **nationality or national origin**
- **political belief, association or activity**
- **religion or creed**
- **sex, including pregnancy**
- **marital status or family status**
- **sexual orientation**

- **physical or mental disability**
- **place of residence**
- **gender identity**

nor contrary to the Manitoba *Human Rights Code* nor by reason of her or his membership or non-membership in the Union or for participation or non-participation in lawful activities of the Union.

- 603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union. At any time, all individuals shall have the right to Union representation. Individuals have the right at any time to file a grievance or to file a Manitoba Human Rights Commission complaint.
- 604 The definition of harassment shall consist of the definition in the *Human Rights Code*.
- 605 Anyone filing a malicious or vexatious complaint under Article 6 may be subject to disciplinary action.

ARTICLE 7 - DEFINITIONS

- 701 An employee is a person employed by the Employer and covered by this Agreement.
- 702 Permanent Employee - means those full-time, half-time and part-time employees who have satisfactorily completed a probationary period.
- (a) A “full-time” employee is one who regularly works the hours specified in Article 17.
- (b) A “half-time” employee is one who regularly works at least forty (40) hours biweekly.
- (c) A “part-time” employee is one who regularly works less than forty (40) hours in a biweekly period.
- 703 Term Positions
- A “term” position shall be for a specific time period or until completion of a particular project, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 13 and filled in accordance with Article 11. All employees may apply for the term position. Additional postings shall not be required for the position of the employee who may be awarded the term position. Upon completion of the term position, the employee shall return to her/his former position. In the event that the employee's former position is no longer current, the employee shall have the right to exercise her/his seniority to displace any employee with the same or lower salary range within the site who has less seniority, provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements or qualifications.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, the term position shall be posted as such. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The employee occupying said term position(s) shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

704 "Term Employee" shall mean a new employee hired for a specific time period or until completion of a particular project, of a minimum duration of three (3) months and a maximum duration of one (1) year. Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
- (b) the employee shall not be required to give any notice of resignation.

705 The probationary period for newly hired permanent employees shall be six (6) months.

706 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 8 - EMPLOYEE BENEFITS

801 The Employer arranges for a group life insurance plan, long-term disability plan, extended health plan and dental plan for employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan. The Union shall participate in the Benefit Plan Advisory Committee as noted in Article 2406.

802 The Employer arranges for a pension plan for employees. Employees shall be eligible and/or required to join the plan in accordance with the terms and conditions of the plan. The Employer agrees to advise the Union of any anticipated modifications to the plan.

ARTICLE 9 - GRIEVANCE PROCEDURE

901 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

902 An earnest effort shall be made to settle grievances fairly and equitably in the following manner.

903 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of one (1) employee so engaged. Such permission shall not be unreasonably withheld.

904 Within twenty-one (21) calendar days after the cause of the grievance occurs, the grievor shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit.

Step 1

If the grievance is submitted but not resolved within the foregoing time period, the grievor, with the assistance of the shop steward may within the ensuing fourteen (14) calendar days submit the grievance in writing to his supervisor. The Employer shall have fourteen (14) calendar days to respond to the grievance.

Step 2

Failing a satisfactory settlement being reached in Step 1, the grievor and the Union shall, within fourteen (14) calendar days after receiving the supervisor's reply, submit a written grievance to the Managing Director or designate. **At the request of the Union, a meeting shall be scheduled for the Managing Director, or designate, to hear any grievance related to a disciplinary action.** The Managing Director or designate shall render a decision within fourteen (14) calendar days from receipt of the grievance, or the grievance hearing, whichever is later.

905 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Managing Director or designate.

- 906 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Managing Director or designate.
- 907 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 908 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement. **For the purposes of grievance and arbitration time lines, calendar days shall be exclusive of Saturdays, Sundays and General Holidays.**

ARTICLE 10 - ARBITRATION PROCEDURE

- 1001 Within ten (10) calendar days after receiving the reply of the Managing Director or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 1002 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 1003 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- 1004 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 1005 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.
- 1006 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision as quickly as reasonably possible.
- 1007 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

1008 Clarification on Decision

Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator, to reconvene. Within seven (7) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.

1009 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints
- (b) one-half (1/2) the fees and expenses of the Chairperson or sole arbitrator.

1010 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1011 Any time limits referred to above may be extended by mutual agreement of the parties hereto.

1012 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or the Union as the case may be) shall be responsible for compensating her/him for any salary, which would otherwise be lost.

ARTICLE 11 - SENIORITY

1101 Seniority shall be defined as the total accumulated paid hours calculated from the date the employees were certified as Local 2348. However, those employees hired before the certification shall carry over all seniority hours and all benefits worked as a supervisor.

1102 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other posted selection criteria are relatively equal, it shall be considered as the governing factor.

Applicants from outside the bargaining unit shall be considered only when no applicant within the bargaining unit is chosen for the vacancy.

1103 Actual vacation and income protection entitlement in any calendar year shall be based upon hours from the date the employee last entered the employ of the Employer, including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leaves of absence of up to four (4) weeks (in the event that the unpaid leave is in excess of four [4] weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) Workers' Compensation up to one (1) year in that appropriate time period.

1104 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1105 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year.

- 1106 Seniority will be retained but will not accrue if an employee:
- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
 - (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
 - (c) is laid off for less than thirty-six (36) months;
 - (d) is on the trial period of an out-of-scope position.

1107 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union representative when requested with mailing addresses and phone numbers.

ARTICLE 12 - SICK LEAVE/INCOME PROTECTION

1201 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by the Manitoba Public Insurance Corporation ("MPIC") shall be entitled to her basic pay to the extent that she has accumulated sick leave credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the MPIC.

- (a) In the case of medical, dental, chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated sick leave credits.

1202 (a) An employee who is unable to report to work due to illness shall inform her Supervisor or designate **with as much notice as possible** prior to the commencement of her next scheduled shift. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection **benefit(s)** for the shift(s) in question.

Prior to day shift	Two (2) hours' notice
Prior to evening shift	Two (2) hours' notice
Prior to night shift	Four (4) hours' notice

- (b) Reasonable notice for prescheduled medical, dental, chiropractic examination or treatment will be forty-eight (48) hours. An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

- 1203 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month subject to the following:
- (a) Full-time employees - are subject to a maximum accumulation of 960 hours
 - (b) Half-time employees - are subject to maximum accumulation of 720 hours
 - (c) Part-time employees - are subject to a maximum accumulation of 480 hours.
- 1204 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1205 Income protection credits will accumulate on the same basis as seniority is accrued under Article 11.
- 1206 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1207 The Employer reserves the right, when an employee has been on sick leave for more than five (5) working days, to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits.
- If the Employer requests a certificate, then the cost, if any, for this certificate shall be fully reimbursed to the employee.
- 1208
- (a) If an employee is to be absent for illness for a period exceeding her sick leave credits, including Employment Insurance ("EI") credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
 - (b) An employee who is accepted for benefits under the Long Term Disability Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.

- (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost and the employee that was scheduled off for the surgery shall return to her regular shift.

1209 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.

1210 Family Illness

An employee may apply to utilize up to five (5) days of accumulated income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, child or parent.

ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS

1301 All vacant positions within the organization shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications and, where applicable, other bona fide and reasonable tenant preference requirements or qualifications; current or anticipated shift; hours of work and wage rate. A copy of all vacancy postings shall be provided to the Secretary of the Local.

1302 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position will be sent to the Secretary of the Union where there are internal applicants.

1303 (a) All promotions and voluntary transfers are subject to a three (3) month trial period.

(b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.

(c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former position, she shall be returned to her former position without loss of seniority.

1304 When an employee is promoted, her new and future salary will be determined as follows:

(a) The new salary will be the rate of her new job/assigned title and the pay scale shall be step on step of the former pay scale to the higher pay scale.

- (b) The subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment at Ten Ten Sinclair Inc.

- 1305 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.
- 1306 Employees shall not be eligible to apply for transfer during their probationary period.
- 1307 Training
Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1308 Professional Development Days
Employees shall be afforded up to five (5) working days per year as professional development days and these days shall be considered as regular work days. Courses and costs approved in advance shall be paid by the Employer.
- 1309 After written application from an employee and at the discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment with Ten Ten Sinclair Housing Inc.
- 1310 If an employee takes a course outside of working hours, and if before the employee takes the course, the Executive Director or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for full or partial reimbursement upon successful completion of the course. Proof of successful completion will be required.

ARTICLE 14 - ANNUAL VACATION

- 1401 The vacation year shall be from April 1st in one year to March 31st in the next year.
- 1402 All full-time and half-time employees who have completed less than one (1) year of continuous employment, as of cutoff date indicated in 1401, will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

- 1403 Employees shall earn vacation credits on the following bases:
- 15 Working days per year commencing in the first year of employment
 - 20 Working days per year commencing in the sixth year of employment
 - 25 Working days commencing in the eleventh year of employment
 - 30 Working days commencing in the twenty-first year of employment
- 1404 An employee will, upon giving two (2) weeks' notice, receive on the last day preceding commencement of their vacation any paycheque which may fall due during the period of vacation.
- 1405 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken.
- 1406 The Employer will post a projected vacation entitlement list not later than February 1st of each calendar year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 1407 The Employer will post an approved vacation schedule by March 15th of each calendar year. Employees shall be granted a preference of vacation based on seniority.
- 1408 An employee shall be entitled to receive her/his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. No more than four (4) consecutive weeks during prime time holidays (June 1 to August 31) will be scheduled to employees.
- 1409 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1410 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize sick leave credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested. This period shall also include any recuperation period as certified by a qualified medical practitioner.

- 1411 Where an employee is subpoenaed for jury duty or is in receipt of Workers' Compensation Benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

ARTICLE 15 - GENERAL HOLIDAYS

- 1501 The following are recognized as General Holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1)	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day (December 25)
Canada Day	Boxing Day

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

Full-time and part-time employees are eligible for holiday pay in accordance with Sections 22 and 23 of the *Employment Standards Code*.

- 1502 An employee required to work on a General Holiday will be paid at the rate of time and one-half (1½ x) her basic rate of pay.

1503 **Employees On Site on General Holiday**

- (a) An employee required to be on site on a General Holiday will be granted an alternate day off with pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days, before or after the holiday, the day may be banked in accordance with Article 1507. Should the maximum days referenced in Article 1507 be reached, a day's pay at the basic rate shall be granted in lieu.

- (b) An employee in "On Call Service" status requesting to work on-site on a General Holiday may do so with the approval of the Employer. In that case, the employee will be paid at their regular rate of pay and provided with an alternate day off with pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days, before or after the holiday, the day may be banked in accordance with Article 1507. Should the maximum days referenced in Article 1507 be reached, a day's pay at the basic rate shall be granted in lieu.

- 1504 If a General Holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 1505 A day off given in lieu of General Holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 1506 If a General Holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the General Holiday, she shall be paid from income protection credits for that day at her basic rate of pay.
- 1507 Employees shall be allowed to bank up to five (5) alternative days off in lieu of General Holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31 of any year, the employee shall receive her regular rate of pay for all days banked.
- 1508 Employees shall be able to use an earned statutory holiday from Christmas Day or New Year's Day for Christmas Eve or New Year's Eve, giving the employee two (2) consecutive days off during the holidays.
- 1509 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavoring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 16 - LEAVES OF ABSENCE

- 1601 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1602
- (a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to her former position upon her return at her former increment step.
 - (b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks will be returned to her former classification at her former increment step.
 - (c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements on qualifications. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification.
 - (d) An employee who is granted a leave of absence in accordance with 1208 (b), will be returned to her former classification at her former increment step provided that she returns to work within the two (2) year period.
- 1603 An employee not reinstated in her former classification on return from leave of absence under 1602 (c) will receive preferential consideration for the first suitable available vacancy, which is at the level of her former position provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements on qualifications.
- 1604 Parenting Leave
- Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

1605

Parental Leave - Maternity

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (d)
 - (i) A full-time and half-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by EI.
 - (ii) A part-time employ may choose to receive a prorated portion of the income protection credits referenced in (i). Such days that may be utilized for this purpose will be as set out in 1203 (c).
- (e) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

1606

Parental Leave - Paternity

An employee shall receive parental leave of thirty-seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months' employment as of the date of the intended leave.

- (c) He submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

1607 Parental Leave - Adoption

An employee shall receive parental leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence adoption leave upon **one** (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months' employment as of the date of the intended leave.
- (d) Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1608 An employee may end her/his parental leave earlier than thirty-seven (37) weeks by giving the Employer written notice of at least two weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or parental leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1602 (c) and 1603 above will apply.

1609 One (1) day off with pay will be granted to employees at the time of birth or adoption of a child.

1610 Bereavement Leave

An employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, stepparent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following internment or four (4) calendar days following the death, whichever is greater. Bereavement leave shall be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. The amount of extended leave shall be at the discretion of the Employer. An additional one (1) day shall be granted when traveling outside of North America.

1611 One (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a mourner.

1612 An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

1613 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/employee benefit programs.

1614 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

1615 Union Leave

Upon at least two (2) weeks' (or more, if reasonably possible) prior written request to the Employer, **an** employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence **provided that, unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same unit for this purpose. Such employee shall receive her pay and benefits as provided for in this Agreement,** subject to total recovery of payroll and related costs from the Union.

1616 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee **shall, unless indicated otherwise by the Union**, receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1617 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during her term of office.

1618 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications, subject to operational requirements and sufficient notice being provided.

1619 Compassionate Care Leave

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

- (a) An employee must have completed thirty (30) days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing two (2) weeks prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued; or

- (B) if the leave was begun before the certificate was issued, the day the leave began, and
 - (ii) the family member requires the care or support of one (1) or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) An employee may use sick leave credits to cover the two (2) week waiting period before EI benefits commence.
- (j) Notwithstanding the notice outlined in (g), if the death of the gravely ill family member occurs during the period of leave, the employee shall be eligible for bereavement leave as outlined in Article 1610. The number of days' bereavement leave shall be reduced by the number of days of eligibility under the compassionate care leave.
- (k) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

1620 Domestic Violence Leave

Employees are entitled to domestic violence leave as per the provisions of the *Employment Standards Code* of Manitoba.

ARTICLE 17 - HOURS OF WORK

1701 Regular hours of work for full-time employees will be:

- (a) eight (8) hours per day including a one (1) hour paid meal period and two (2) fifteen (15) minute rest periods; and

- (b) forty (40) hours per week;
- (c) eighty (80) hours biweekly.

- 1702 The meal period will be scheduled by the Employer for all employees who work at least a seven (7) hour shift and will not be less than one-half (½) hour or more than one (1) hour in duration.
- 1703 A rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hours period of work.
- 1704 This article shall not preclude the implementation of modified daily, weekly or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.
- 1705 Except by mutual agreement, an employee shall be granted as great a number of weekends off as is reasonably possible with a minimum of every second weekend off.
- 1706 Days off will be consecutive wherever possible.
- 1707 Employees who are called back to work between the hours of midnight and 6:00 a.m. shall be entitled to a taxi ride paid by the Employer.

ARTICLE 18 - OVERTIME

- 1801 Overtime shall be time worked in excess of the daily, weekly, and biweekly hours of work as specified in Article 17, such time to have been authorized in such manner and by such person as may be authorized by the Employer.
- 1802 By mutual agreement between the Employer and the employee, authorized overtime may be compensated by granting time off with pay, or by payment at one and one-half (1½) times the regular hourly rate.
- All time with pay for authorized overtime shall be compensated by equivalent time off calculated at one and one-half (1½) times the regular hourly rate.
- 1803 If the Employer and employee do not agree on the method of compensating authorized overtime, then the Employer may compensate the employee by providing compensatory time off with pay, by payment, or by a combination of the two, equivalent to the authorized overtime worked.

- 1804 Employees called to a work site for any reason outside of the regular hours of work shall receive a minimum of **three (3) hours of compensation** at overtime rates.
- 1805 Employees required to carry a pager in On Call status as defined in Article 1901 shall be entitled to overtime rates when Called Out as defined in Article 1902.
- 1806 Hours paid for a General Holiday, Vacation or Income Protection will be deemed hours worked for the purposes of this Article.

ARTICLE 19 - ON CALL SERVICE

1901 On Call

- (a) An employee directed to be available for work outside normal hours of work will be eligible for On Call pay in accordance with Article 1905 for non-working hours.
- (b) On Call service will consist of responding to telephone calls or other electronic communications for the general purpose of filling shifts or problem solving where attendance at a work site is not required.

1902 Call Out

Where an employee is On Call and Called Out to attend a work site, overtime provisions shall apply.

1903 On Call Weekday

On Call Weekday shall consist of all non-working hours from 4:30 p.m. on Monday through 8:30 a.m. on Friday, i.e. four (4) weekdays.

1904 On Call Weekend

On Call Weekend shall consist of all non-working hours from 3:30 p.m. on Friday through 8:30 a.m. on Monday.

1905 On Call Compensation - Current Compensation

Compensation for On Call Weekday: each day will be sixteen dollars (\$16)*
 Compensation for On Call Weekend: each weekend will be fifty-two dollars (\$52)*
 Compensation for On Call on General Holiday: twenty-two dollars (\$22)*

*Payments retroactive to April 1, 2014

In addition, where On Call service as defined in 1901 (b) occurs, the employee shall be provided with compensatory time off calculated at one and one-half (1½) times the regular hourly rate for the actual time incurred filling shifts or problem solving.

1906 Employees called back to work between the hours of midnight and 6:00 a.m. shall be entitled to a taxi ride paid by the Employer.

ARTICLE 20 - SALARIES AND INCREMENTS

2001 Employees shall be paid in accordance with **Appendix "A"** attached to and forming part of this Agreement.

2002 Employees shall be paid every two (2) weeks.

2003 Increments shall be due on the anniversary date of the employee's date of employment for full-time and half-time employees. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2004 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, she shall be paid the higher of seventy-five cents (75¢) per hour, or the minimum step for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

ARTICLE 21 - LAYOFF AND RECALL

2101 A layoff shall be any reduction in the work force or a permanent reduction in the employee's normal hours of work where the reduction is greater than eight (8) hours in a biweekly pay period.

2102 In the event of a layoff, employees other than probationary or temporary employees shall receive two (2) weeks' notice or pay in lieu of such notice.

2103 In the event of a layoff, an employee shall have the right to exercise her/his seniority to displace any employee with the same or lower salary range who has less seniority, provided she/he has the qualifications and ability to perform the required duties as well as with the majority approval from the tenants within the unit.

- 2104 Notwithstanding Article 2103, an employee working in a position where a reasonable accommodation has been established or an employee with a disability shall not be subject to displacement.
- 2105 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 2106 No new employee shall be hired until a laid-off employee has been given an opportunity for recall to positions for which she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements or qualifications.
- 2107 Subject to Article 2106, laid-off employees shall be recalled in seniority order to vacancies having the same or lower salary range as the position occupied at the time of layoff and the same or lower EFT. Notice of recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.
- 2108 A recalled employee must communicate with the Employer by telephone within five (5) calendar days of notice of recall being delivered.
- 2109 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the employee did not communicate with the Employer as specified in 2108, or
 - (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or
 - (c) a thirty-six (36) month period has elapsed since the initial date of layoff.
- 2110 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 2111 Accumulated vacation entitlement shall be paid out to any laid off employee after an eight (8) week period from the start of the layoff, or earlier if the employee requests.
- 2112 The seniority of an employee shall not terminate when following notification of recall, she/he declines employment in a position having a lower salary range or declines employment in a position where the EFT would represent a reduction that is greater than eight (8) hours in a biweekly period when compared to the EFT occupied at the time of layoff.

- 2113 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 2114 In the event of closure of a site(s), employees shall be placed on layoff and shall be subject to recall in accordance with Articles 2106 and 2107 of this Agreement.

ARTICLE 22 - TERMINATIONS

- 2201 An employee may terminate her employment by giving three (3) weeks written notice, exclusive of vacation.
- 2202 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 2203 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.
- 2204 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 23 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2301 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Managing Director or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union representative.
- 2302 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.

- 2303 If the action referred to in the above clause results in a **verbal or** written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service, **and a copy shall be provided to the Union.**
- 2304 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 2305 An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2306 There shall be one (1) personnel file maintained by the Employer for each employee.
- 2307 Unjust Suspension or Discharge
- Should it be found, in the course of the grievance procedure, that an employee has been unjustly suspended or discharged, or demoted, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge, or suspension, or demotion, or by any other arrangement as to compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board, or in the opinion of a single arbitrator if the matter is referred to her.

ARTICLE 24 - COMMITTEES

2401 Labour/Management Committee

A labour management committee shall be established consisting of an equal number of representatives of the Employer and the Union, as mutually agree, but not to exceed two (2) representatives of each.

The Committee shall have the full support of both parties in the interests of maximum service to the tenants, full support of the independent living philosophy and the maintaining of harmonious relations.

2402 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party.

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

2403 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2404 Workplace Safety and Health Committee

- (a) A joint Safety and Health Committee shall exist to examine all aspects of health and safety in the organization. The committee shall have one (1) representative for the Supervisors, representing CUPE Local 2348, at all safety and health meetings held by Ten Ten Sinclair Housing Inc.
- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act* of Manitoba and will comply with the *Workplace Safety and Health Act* of Manitoba.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the organization. The Committee shall deal with safety and health matters for all units at Ten Ten Sinclair Housing Inc.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.

2405 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee who believes a situation may become abusive shall report same to their immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

- 2406 One (1) employee representative selected by the Union shall participate in the Benefit Plan Advisory Committee in accordance with the Terms of Reference of that Committee as outlined in the Letter of Understanding re: Benefits Committee, attached to this Agreement.

ARTICLE 25 - CHANGES IN CLASSIFICATION

- 2501 In the event that the Employer establishes or proposes to establish a new position, or if there is a substantial change in the job content or qualifications of an existing position, the Union shall receive a copy of the job description and accompanying salary range.
- 2502 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of **Appendix "A"** of this Agreement.
- 2503 If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range.
- 2504 Failing agreement, the matter may be referred to arbitration in accordance with Article 10.
- 2505 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2506 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.
- 2507 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 2508 If the decision given in Article 2507 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 9.
- 2509 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 26 - TECHNOLOGICAL CHANGE

2601 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

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

2602 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 27 - CIVIL LIABILITY

2701 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her while acting within the scope of his or her duties, provided such actions do not constitute gross negligence or disregard of duty, or do not constitute fraud or a malicious act or omission, then the employee shall be eligible for assistance subject to the limits of the Employer's insurance.

This section shall not be construed to mean that the Employer shall pay any cost, expenses or fees for such member incurred during or as a result of the Employer's internal disciplinary proceedings against such members.

Signed this 14 day of May, 2018.

**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2348**

M Mott
[Signature]
[Signature]
[Signature]

**FOR TEN TEN SINCLAIR HOUSING
INC.**

Debbie Van Oling
Shakira Korol
[Signature]
[Signature]

MM/jk/cope 491
Apr 13 18

APPENDIX "A"

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
AND
TEN TEN SINCLAIR HOUSING INC.**

<i>Effective Date</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Attendant Supervisor and Fokus Attendant Supervisor					
April 1, 2016 (0%)	\$ 20.55	\$ 21.16	\$ 21.75	\$ 22.27	\$ 22.81
April 1, 2017 (0%)	20.55	21.16	21.75	22.27	22.81
April 1, 2018 (.75%)	20.70	21.32	21.91	22.44	22.98
April 2, 2019 (1%)	20.91	21.53	22.13	22.66	23.21
Workplace Training Coordinator					
April 1, 2016 (0%)	\$ 22.26	\$ 22.80	\$ 23.37	\$ 23.95	\$ 24.55
April 1, 2017 (0%)	22.26	22.80	23.37	23.95	24.55
April 1, 2018 (.75%)	22.43	22.97	23.55	24.13	24.73
April 2, 2019 (1%)	22.65	23.20	23.78	24.37	24.98

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APPENDIX "B"

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
AND
TEN TEN SINCLAIR HOUSING INC.**

Service sites of Ten Ten Sinclair Housing Inc. are as follows:

- **Ten Ten Sinclair Housing Inc. - 1010 Sinclair Street**
- **Westwood Cluster - 429 Westwood Drive**
- **Fokus I - 375 Assiniboine Avenue**
- **Fokus II - 15 Kennedy Street**
- **Fokus III - 299 Queen Street**
- **Focus IV - 90 Garry Street**
- **Place Bertrand Housing Inc. - 396 Bertrand Street**
- **Place la Charrette - 3389 Pembina Highway**

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**LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
AND
TEN TEN SINCLAIR HOUSING INC.**

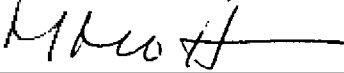
RE: BENEFITS COMMITTEE

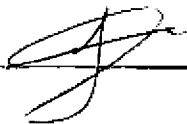
The Employer and the Union recognize that the Employer currently maintains a group life insurance plan, long-term disability plan, extended health plan and dental plan for employees as noted in Article 801. The parties agree that the Employer will establish a Benefit Plan Advisory Committee. One (1) employee representative shall be provided by the Union. As well, employees from CUPE Local 4376 have been provided opportunity to participate and excluded employees may be asked by the Employer to participate in the Committee.

The Committee will provide advice and recommendations to the Employer with respect to the plans. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion.

Signed this 14 day of May, 2018.

**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2348**





**FOR TEN TEN SINCLAIR HOUSING
INC.**

