

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 2348

- and -



**The Salvation Army -
Winnipeg Centre of Hope**

Term of Agreement:

April 1, 2024 to March 31, 2027

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and such employees.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - INTERPRETATION

- 2.01 In this Agreement, unless the context otherwise requires, the expression:
 - (a) "Dismissal" means the removal of an employee for disciplinary reasons, from a position of employment for just cause.
 - (b) "Employee" means a person who is employed by the Employer within the scope of this Agreement. The position of supervisor is a management position and is excluded from the Collective Agreement.
 - (c) "Full-time employee" means an employee who regularly and recurrently works the full prescribed hours of work per week as provided for in Article 10.01 and has completed their probationary period.
 - (d) "Part-time employee" means an employee who regularly and recurrently works less than the full prescribed hours of work per week as provided for in Article 10.01 and has completed their probationary period.
 - (e) (A) "Temporary staff" means a person(s) hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. The term employment will not exceed twelve (12) months unless mutually agreed by the parties.

Except for the following Articles temporary staff is covered by this Collective Agreement:

- 1. Seniority
- 2. Layoff and Recall
- 3. Promotion and Staff Changes
- 4. Benefit Plans
- 5. Vacations
- 6. Leave of Absence Articles
- 7. Termination of Employment
- 8. Sick Leave/Long Term Disability
- 9. Christmas Grant

If a temporary employee becomes a permanent employee with no break in employment, all times worked including work performed

as a temporary will be included for the purposes of calculating seniority and other benefits.

- (B) Temporary employees shall receive vacation pay and General Holidays in accordance with the *Employment Standards Code*.
- (f) "Casual staff" are those staff engaged on an on call basis. Casuals are covered under the provisions of this Agreement. If and when a casual employee is continuously employed for more than twenty (20) consecutive working days (excluding two [2] days off a week) then that employee will be designated as either a temporary, part-time or full-time employee.

Special provisions for casual employees shall be as follows:

- (i) Except for the following articles casual staff are covered by this Collective Agreement:
 - 1. Seniority
 - 2. Layoff and Recall
 - 3. Promotion and Staff Changes
 - 4. Benefit Plans
 - 5. Vacations
 - 6. Leave of Absence Articles
 - 7. Termination of Employment
 - 8. Sick Leave/LTD
 - 9. Shift and Weekend Premiums
 - 10. Christmas Grant
- (ii) Casual employees required to work on a recognized holiday shall be paid in accordance with Employment Standards.
- (iii) Casual employees shall be entitled to compensation for overtime worked in accordance with Employment Standards.
- (iv) Casual employees will receive the same percentage increase as other employees in accordance with Schedule "A".
- (v) A casual employee who is offered three (3) or more shifts across any position that they are available for on the casual list and does not accept at least one (1) shift within a three (3) month period, will be removed from the call-in list and will not be considered to be in the employment of The Salvation Army.

The Employer shall provide written notification after two (2) months of refusal to a casual employee who does not work the hours required under the above paragraph of the consequences of termination under this Article.

- (g) "Position" means a position of employment with the Employer which is in the bargaining unit.

- (h) "Employer" means The Salvation Army - Winnipeg Centre of Hope.
- (i) "Steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement.
- (j) "Trial period" is a period of time of up to ninety (90) calendar day period for full-time employees or up to one hundred and twenty (120) calendar days for part-time employees during which time an employee who has been promoted or who has transferred to another position is assessed according to performance to determine whether he/she is satisfactory in the new position. This trial period may be extended for a period of up to three (3) additional months if the Centre so requests and the Union agrees. If the employee proves unsatisfactory or if the employee desires, he/she may revert to his/her former position without loss of seniority.
- (k) "Union" shall mean the Canadian Union of Public Employees, Local 2348.

2.02 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - APPLICATION OF THE AGREEMENT

3.01 This Agreement shall apply to all employees of the Employer who are employed in classifications set forth under Schedule "A" Wages.

3.02 There shall be no pyramiding of overtime or any other benefit and therefore overtime or any other benefits shall not be compensated for under more than one Article of this agreement.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement as listed "in scope" in Schedule "A" and covered under Certificate No. MLB 5330, dated August 7, 1997, Certificate No. MLB 5331, dated August 12, 1997, Certificate No. MLB 5336, dated September 10, 1997, Certificate No. MLB 6088, dated June 18, 2003, and Certificate No. MLB-6445, dated September 20, 2018. The parties also recognize that the Housekeeping Department, except for the Supervisor will be covered under this agreement.

4.02 The Union recognizes the responsibility imposed upon it as the sole and exclusive bargaining agent for the employees whom it represents, and realizes

that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must serve their clients efficiently, effectively and economically. The Union agrees that it will cooperate with the Employer and support its efforts to assure efficient performance of work on the part of its members and that for the duration of this Agreement it will actively combat any work stoppage, slowdown, absenteeism and any other practice which restricts the optimum efficiency of the service which the Employer provides to the client.

- 4.03 The Union further agrees to cooperate in efforts to eliminate waste; to improve the quality and effectiveness of performance of employees; and to strengthen and maintain goodwill between the Employer and the participant and public in general.
- 4.04 On commencing employment, the employee's supervisor or designate shall introduce the new employee to her Union Steward or Representative. The Steward or Representative will provide her with a copy of the Collective Agreement and shall be given an opportunity to meet the new employee at the time of orientation, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of the Union.
- 4.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when negotiating with the Employer. With the prior approval of the Employer such representative(s)/advisor(s) shall have access to the Employer's premises.
- 4.06 Union stewards and the negotiating committee members shall be entitled to leave their work during the employees' regularly scheduled working hours at a time mutually agreed upon/or meetings with the Employer on matters related to the processing of grievances; and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Meetings with the Employer for such purpose shall be considered as time worked.
- 4.07 Bargaining Committee
- A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union which shall include one representative from each of the Haven Program, Food Services, and Residential Services. The Union will advise the Employer of the Union's members of the Committee.
- 4.08 Persons not in the bargaining unit will not normally perform bargaining unit work. However, when and if the need to do so arises, Winnipeg Centre of Hope will ensure that there will be no impact on bargaining unit members' hours of work, wages or benefits.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 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, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

The Union also recognizes and acknowledges that the Employer can delegate these and any other management prerogatives to the executive director and/or designate(s).

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.

ARTICLE 6 - UNION SECURITY

6.01 Effective the date of signing of this Agreement, each and every employee who comes under the scope of this Agreement shall have an agreed upon amount deducted by the Employer from each pay, whether that employee is a member of the Union or not. Such dues shall be forwarded to the National Secretary-Treasurer of the Union every month, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

6.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

6.03 For new employees, payroll deductions as set out in Article 6.01 shall become effective from the start of the pay period immediately following the commencement of employment.

6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

6.05 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement.

It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

6.06 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of non-membership in the Union.

- 6.07 The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.
- 6.08 All official correspondence between the Union and the Employer shall pass to and from the Executive Director or designate and the Secretary of the Union or designate and the CUPE National Staff Representative.
- 6.09 The Union shall notify the Executive Director in writing of the name of its officers and stewards and the Employer shall be required to recognize only these officers and stewards of whom it has notice.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

- 7.01 The Employer and the Union shall each from time to time appoint a group of not more than three (3) persons, and the persons so appointed shall, together form a committee to be known as the Labour Management Committee which shall be chaired by the Employer and the Union, on a rotating basis. The Labour Management Committee shall meet at the call of either group upon at least ten (10) days' notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer/employee relations and other matters of mutual concern; provided always that those matters expressly provided for in this Agreement shall not be deemed fit subjects for discussions at such meetings without the consent of both groups. This Committee shall not meet for the purpose of negotiating changes in the Collective Agreement. Employees shall be paid for the actual hours of the meeting at their normal rate of pay for Labour Management Committee meetings.
- 7.02 An employee may be elected by the Local Union to bring the Union member's concerns to the facility's Workplace Health and Safety Committee.

ARTICLE 8 - PROBATION

- 8.01 Employees in the bargaining unit shall be on probation for six (6) calendar months. For new employees who have previously been employed within the previous twelve (12) months as a temporary employee for at least four (4) calendar months, then that person shall be on probation for a period of four (4) calendar months. A person employed as a temporary employee is subject to the six (6) month probationary period. The Employer may extend the probationary period for a period of time longer than six (6) calendar months provided that the duration of such extension is mutually agreed to between the employee affected and the Employer. The employee shall be notified in writing by the Employer of the extension of the probationary period beyond the initial six (6) calendar months. At any time during the probationary period, or the extended probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

ARTICLE 9 - PAYMENT OF WAGES

9.01 The Employer shall pay wages as set out in Schedule "A" of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. Wages shall be paid biweekly. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, by the employee, where such deduction pertains to a benefit plan which is a condition of employment, or to correct a previously issued cheque. Recovery of overpayments shall be made in a fair and reasonable manner but not over a period of time in excess of the period during which the overpayment was made.

9.02 The wages payable to any employee in his respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.

9.03 Direct Deposit

A pay period ends seven (7) days prior to pay day. Payment will be made biweekly, by direct deposit to one (1) account designated by the employee and acceptable to the Employer on or about every second Friday, as per past practice. A deduction sheet shall be provided to each employee. The Employer retains the right to determine the method of pay for employees. Prior to any change in method of pay, consultation with the Union will occur.

Unless otherwise approved by the Employer, payroll advances will not be provided.

9.04 Employee Benefit Plans

- (a) The Employer agrees to continue to participate in the "The Salvation Army Taking Care Group Insurance Plan" and to continue the present employee contribution levels (as set out in Schedule "B"), unless other arrangements are mutually agreed to.
- (b) The onus is on the employee to confirm that he/she is enrolled in the plan(s). It is further understood that the plans referred to in (a) above are to be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer and that the said plan or plans shall not form part of this Agreement. The parties agree that the Union has the right to represent an employee with regards to benefit eligibility and coverage issues.
- (c) As per benefit plan, employees who have not enrolled within the benefit plan will be encouraged, by the Employer, to enroll into the plan.
- (d) The Salvation Army - Winnipeg Centre of Hope will enhance the two hundred dollars (\$200) limit for vision care under the core plan for eligible employees only by an additional fifty dollars (\$50) bringing total coverage to two hundred and fifty dollars (\$250). To apply for the additional fifty dollars (\$50) for vision care, employees must be covered under the core

plan and must submit a copy of the receipt for eye wear to the **Business Manager at Winnipeg Centre of Hope** (not to the insurer).

9.05 Changes in Classification

If the Employer creates a new job classification during the term of this Agreement, then a representative of the Employer and the Union Representative shall meet as soon as possible in an effort to arrive at a mutually satisfactory hourly rate of pay for the new job classification. In the event the parties are unable to agree on the appropriate rate of pay, the matter shall be referred to arbitration.

9.06 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, the employee shall be paid on 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. An employee may return to his original position at any time with no loss of seniority or benefits.

ARTICLE 10 - HOURS OF WORK

10.01 (a) Regular hours of work for all full-time employees who are within a twenty-four (24) hour rotational position will normally work eight (8) hours/day, forty (40) hours/week, and two thousand and eighty (2,080) hours/year.

(b) Regular hours of work for all full-time employees who are not scheduled within a twenty-four (24) hour rotational position will normally work seven (7) hours/day, thirty-five (35) hours/week, and one thousand eight hundred and twenty (1,820) hours/year.

10.02 Any variation to the work day or workweek hours as specified in Article 10.01 shall be instituted with the mutual consent of the parties to this Agreement.

10.03 (a) Regular hours of work for seven (7) and eight (8) hour employees shall include two rest periods of fifteen (15) minutes duration and a one-half (½) hour unpaid lunch period.

(b) Employees working alone on eight (8) hour shifts shall be entitled to two (2) - fifteen (15) minute coffee breaks and one (1) paid half hour (½) meal break to be taken in the workplace and to provide no interruption of service to clients.

10.04 Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. Where four (4) calendar days of such notice, prior to the scheduled shift is not given to the employee, she shall receive payment at the applicable overtime rate unless mutually agreed to by both the Employer and employee.

- 10.05 Shift patterns, unless otherwise mutually agreed, shall provide for the following:
- (a) An employee shall not be required to change shift patterns without first receiving a minimum of one (1) shift off duty (minimum twenty-four [24] hours), unless otherwise agreed to between the employee and the Employer.
 - (b) For full-time staff, days off will be consecutive and one of those days off will either be Saturday or Sunday unless other arrangements are mutually agreed upon.
 - (c) No employee shall be scheduled to work more than seven (7) consecutive days (less, if reasonably possible). An employee scheduled to work seven (7) consecutive days will, immediately following, receive two (2) consecutive days off.
- 10.06 An employee who reports as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.
- 10.07 If an employee is unable to attend work due to road closures as declared by police agencies or the Department of Highways, employees shall not suffer loss of normal wages and benefits. However, upon written request to the Employer, the employee shall be allowed to use banked time or banked statutory holiday time or vacation time.
- 10.08 Part-time employees who indicate in writing to the Employer the dates and the shifts (days, evenings, nights, weekends) that they wish to work in addition to their present work assignment shall be offered such work based on seniority.
- If an employee who has indicated their desire to be assigned additional work under this clause refuses such assignments on three (3) consecutive occasions, without a reasonable explanation, they shall be placed at the bottom of the availability list for six (6) months. After the six (6) months, the employee will be returned to the original position on the list.
- 10.09 Notwithstanding Article 2, the Employer shall maintain a well documented list of casuals' availability of which casual employees will provide to their supervisor.

ARTICLE 11 - OVERTIME

- 11.01 Overtime shall be the time worked in excess of the daily and weekly hours of work as specified in Article 10, such time shall be authorized where preapproved by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 11.02.
- 11.02 (a) Employees shall receive one and one-half times (1½ x) their basic rate of pay for the first three (3) hours of authorized overtime in any one day.

- (b) Employees shall receive two times (2 x) their basic rate of pay for authorized overtime beyond the first three (3) hours in any one day.
- (c) For full-time employees overtime worked on any scheduled day off shall be paid at the rate of two times (2 x) the employee's basic salary.
- (d) All overtime worked on a General Holiday shall be paid at two and one-half times (2½ x) the employee's basic rate of pay.

- 11.03 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. (For clarification, for each one [1] hour of overtime employees shall be entitled to one and one-half [1½] hours of time off at their regular rate of pay.) Such time shall be taken by the employee prior to March 31st of any year.
- 11.04 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 11.05 Employees working two (2) consecutive full shifts as provided in Article 10 will be paid at double time for the second shift.
- 11.06 Overtime and on call shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work.
- 11.07 A full-time employee required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 11.08 An employee required to work overtime for a period in excess of two hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of up to ten dollars (\$10.00) will be made in lieu, provided a receipt for the purchase of a meal is submitted.
- 11.09 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 11.10 Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.
- 11.11 Where the parties have agreed to vary the hours of work then the overtime will be determined in accordance with the variance.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as the total accumulated regular hours of service while in the bargaining unit, calculated from the date the employee last entered the service of the Employer. The Employer will maintain one (1) master seniority list.
- 12.02 Seniority, while in the bargaining unit, will determine the level of benefit entitlement for vacation and sick leave. Actual entitlement in any calendar year of vacation and sick leave is based strictly on regular paid hours including any period of:
- (a) paid leave of absence;
 - (b) paid sick leave;
 - (c) unpaid leave of absence 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 two (2) years in that appropriate time period.
- 12.03 Seniority and employment within the bargaining unit 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 as verified by a qualified physician;
 - (d) is laid off for more than twenty-four (24) months;
 - (e) fails to report for work as scheduled at the end of a leave of absence, suspension, or vacation without an explanation satisfactory to the Employer.
- 12.04 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 sick leave;
 - (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 Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year.

12.05 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 for more than two (2) years;
- (c) is laid off for less than twenty-four (24) months.

12.06 The Employer agrees to maintain a seniority list of employees in the bargaining unit. An up-to-date seniority list containing employees' mailing address; telephone number; and personal email address(es), shall be sent to the Union Representative in January and June of each year. A list of Local Shop Stewards shall be forwarded to the Employer by May 1st of each year.

12.07 Except when an employee is recalled from layoff, all vacant positions which fall within the scope of this agreement shall be posted for at least seven (7) calendar days prior to filling the vacancy. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate. Additionally, it will include information from Article 12.10, paragraph 2.

12.08 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of his application.

12.09 Except with the consent of the Employer, employees shall not be eligible to transfer during their probationary period.

12.10 Promotions and Transfers

All promotions and voluntary transfers are subject to up to ninety (90) calendar day trial period for full-time positions and up to one hundred and twenty (120) calendar days' trial period for part-time positions.

In the event the successful applicant proves unsatisfactory in the position during the probationary period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. This provision will be stated in the posting.

Any employee returned to their former position as a result of this clause shall not have access to the grievance and arbitration procedures in this Agreement.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without their consent.

12.11 Transfers and Promotions

Seniority shall be the governing factor regarding promotions, subject to the employee being able to meet the requirements of the job and having the required ability and qualifications.

- 12.12 (a) The Employer will not advertise externally before an internal posting has occurred. However, such postings can happen simultaneously.
- (b) The Employer will post those temporary vacancies that are expected to be vacant for a period of three (3) months or longer. .
- (c) The Union shall be notified of all temporary positions or vacancies within a minimum of two (2) weeks.
- (d) Permanent employees who are awarded a temporary position will return to their former position when the temporary position ends.

12.13 When a new position is created or an existing position becomes available inside of the bargaining unit, the Employer shall post a notice of the position. The posting shall be for a minimum of seven (7) days.

12.14 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 13 - LAYOFF AND RECALL

13.01 A layoff shall be a reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

13.02 Seniority shall be the governing factor in matters of layoff provided the employee has the ability and qualifications to perform any available positions.

Employees shall be laid off in reverse order of their seniority provided always that the employees to be retained possess the ability, skill, and qualifications to perform the remaining work.

13.03 In the event of a layoff, employees, other than probationary and temporary employees, shall receive notice, or in lieu of such notice as follows:

- (a) two (2) weeks' notice of layoff up to eight (8) weeks;
- (b) four (4) weeks' notice of layoff of more than eight (8) weeks.

13.04 In the event of a layoff, temporary employees in the program affected will be released prior to the layoff of a permanent employee.

- 13.05 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff, based on program seniority, starting with the most recently laid off employee and proceeding in descending order to the first employee laid off provided that such employee(s) possess the ability, skill, qualifications, to perform the work.
- 13.06 Notification of recall following a layoff shall be sent electronically to **employees' personal email address on file**. The onus is on the employee to keep the Employer informed of their latest address.
- 13.07 A laid off employee shall have the right to bump. Bumping shall be made in order of seniority bumping a junior employee within the same or lower classification provided the bumping employee possesses the ability, skill, and qualifications of the job.
- 13.08 If an employee does not bump another employee, the employee shall be laid-off.
- 13.09 All employees who bump into a different classification shall be required to complete a three (3) month trial period.
- 13.10 All laid-off employees shall be placed on a recall list.
- 13.11 An employee shall forfeit their recall rights if they refuse to be recalled to the position that they were laid-off from that provides the same hours of work, pay, etc.
- 13.12 An employee shall forfeit their recall rights if they fail to answer the notice of recall within ten (10) calendar days without good and sufficient reason.
- 13.13 No new employee shall be hired for work until those laid off who meet the requirements of the job have been given an opportunity of recall subject to the ability, skill, and qualifications to perform work assigned.
- 13.14 Job Protection Provisions during Restructuring

With respect to the development of any restructuring plan, which may result in a layoff, or demotion, or reduction of hours of bargaining unit members, the Union shall be consulted from the early phases through to the final phases of the process.

ARTICLE 14 - RESIGNATIONS

- 14.01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform his regular duties.
- 14.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.
- 14.03 Subject to Article 14.05, an employee shall give notice of resignation at least fourteen (14) calendar days prior to the date on which his resignation is to be

effective. Notice of resignation shorter than the required fourteen (14) calendar days may only be given with the approval of the Employer.

- 14.04 An employee may, with approval of the Employer, withdraw his notice of resignation at any time before his resignation becomes effective.
- 14.05 Where the employment of an employee is under term contract, fourteen (14) calendar days notice of resignation is required.
- 14.06 An employee who is absent without leave shall, after two (2) consecutive scheduled shifts of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned unless it can be shown by the employee that circumstances prevented the employee from reporting to work or from seeking authorization to miss work.

ARTICLE 15 - JOB DESCRIPTIONS

- 15.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within ninety (90) days.

ARTICLE 16 - CLIENT FILES

- 16.01 Subject to statutory restrictions, **Department** employees will have access to any incoming **participant** files that are in their program.
- 16.02 An employee covered by this Agreement and from the applicable **department** may request to be included in discussions relating to restriction dispositions of **participants** in the Residential Services. It is understood that no more than one employee need be allowed at the meeting.

ARTICLE 17 - WORKPLACE SAFETY AND HEALTH

- 17.01 The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.
- 17.02 All employees of the Workplace Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article **17.01** above consistent with the *Workplace Safety and Health Act*.
- 17.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Workplace Safety and Health Committee to attend Employer approved safety and health seminars, courses or

conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the employee. The Employer shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit, per calendar year.

- 17.04 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his/her concerns to their Supervisor. If corrective action is not taken, then the employee is to report his/her concerns to a member of the joint Workplace Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous, the employee shall be entitled to refuse to perform that particular job function until such time as the issue is resolved. During this time period the employee shall be assigned to perform other job functions that he/she is capable of doing and shall continue to receive full pay even though he/she is refusing to perform that particular job function. It is understood that employees shall not take unfair advantage of these provisions.
- 17.05 The Employer and the Union recognize the role of the 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.
- 17.06 Minutes of Workplace Safety and Health Committee meetings shall be recorded, provided to Committee members and posted on appropriate bulletin boards.
- 17.07 All recommendations are to be put in writing and sent to the Executive Director or designate and a response shall be provided within thirty (30) calendar days of receiving the recommendations.
- 17.08 The Salvation Army will follow the *Workplace Safety and Health Act* definition of violence in the workplace and include it in the orientation process with The Salvation Army policy on workplace violence.
- "Definition of 'violence' - the attempted or actual exercise of physical force against a person or any threatening statement or behaviour that gives a person reason to believe that physical force will be used against the person."*
- 17.09 The Employer and the Union agree that no form of abuse as defined by The Salvation Army Canada and Bermuda Territory Policy and Procedures on Abuse shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, if they arise. Situations involving alleged abuse will be dealt with in accordance with The Salvation Army's Policy and Procedures on Abuse and will be treated in strict confidence by both the Employer and the Union.

ARTICLE 18 - BULLETIN BOARDS

- 18.01 The Employer agrees to provide the Union with bulletin board space by the employee entrance for posting official Union information. All material posted must be submitted to the Executive Director or designate before posting.

ARTICLE 19 - PERSONNEL FILE

- 19.01 There shall be one (1) personnel file maintained by the Employer's Personnel Department for each employee.
- 19.02 An employee shall be given the opportunity to examine their personnel file upon written request. Such request should be made before 1400 hours from Monday to Friday, and the opportunity to examine the file will be granted on the working day within the operational hours of the **Human Relations or Administrative Department**, and the examination of the file will take place within five (5) working days of such request.
- 19.03 Employees are entitled to copies of any entry in their personnel file upon request. The Employee will pay reasonable photocopying costs for any documents for which they have not been previously provided.

ARTICLE 20 - DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE

- 20.01 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:
- (a) provide a documented verbal warning; or
 - (b) provide a written warning; or
 - (c) suspend the employee with or without pay; or
 - (d) recommend the dismissal of the employee to the Executive Director or designate.
- 20.02 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 complaint. The Employer will call a meeting by informing the employee and the Union, in writing, of the nature of the complaint and advising of the time and place of the meeting. The employee so affected will be given the opportunity to make representation on their own behalf or with the assistance of a representative of the Union if she so desires.
- 20.03 Action referred to in the above clause resulting in a **documented verbal warning**, a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the Employee is encouraged to provide their written comments regarding the circumstances giving rise to the discipline and such comments will form part of the personnel file.
- 20.04 An employee may be discharged for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised in writing of the dismissal or suspension, with a copy being sent to the Union Representative.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 21.02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted **electronically and/or** by certified mail.
- 21.03 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement.
- 21.04 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step.
- 21.05 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance must be signed. A grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.
- 21.06 An employee has the right to representation by a Union steward at any step of the Grievance Procedure:

Step 1

Within fifteen (15) working days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to their supervisor or person designated by the Executive Director, who shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.

Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Executive Director or his designate of his desire to proceed to Step 2 within five (5) working days of the receipt of the decision at Step 1. The Executive Director or designate shall issue a decision in writing to the employee and to the Union within ten (10) working days of receipt of the response at Step 1. The Executive Director or designate will hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance.

Step 3

The aggrieved employee and the Union shall have the right to submit the decision of the Executive Director or designate to a Board of Arbitration within twelve (12) days after the Executive Director renders a decision.

- 21.07 In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.
- 21.08 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

ARTICLE 22 - ARBITRATION PROCEDURE

- 22.01 Failing a satisfactory settlement, either party may refer a dispute to arbitration by giving notice to the other party in writing within the time limits as described in Article 21.06.
- 22.02 The parties shall agree to the selection of a sole arbitrator within fourteen (14) calendar days following the matter being referred to arbitration.
- 22.03 Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:
- (a) Mr. Michael D. Werier
 - (b) Mr. Blair Graham
 - (c) Ms. Kristin Gibson
 - (d) Mr. John Korpesho
- 22.04 The 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.
- 22.05 The arbitrator shall determine his/her own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 22.06 Disagreement 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 arbitrator either party may apply to the arbitrator to reconvene. Within seven (7) calendar days the arbitrator shall reconvene to clarify the decision.

- 22.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 22.08 Expenses of the Arbitrator
Each party shall pay one-half (½) the fees and expenses of the arbitrator.
- 22.09 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

ARTICLE 23 - VACATION

- 23.01 (a) For the purposes of this Agreement, a vacation year is the period beginning on the first (1st) day of April and ending on the thirty-first (31st) day of March.
- (b) Employees shall be given the opportunity to request remaining unscheduled vacation entitlement **through the Salvation Army electronic platform** by November 15th of each year on a first come first serve basis. Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer.
- 23.02 Regular full-time and part-time employees employed after the signing date of this agreement shall earn vacation leave credits on the following bases:
1. Based on hours worked, employees are entitled to vacation with pay of:
 - (i) three (3) weeks after completing one (1) calendar year of compensated service;
 - (ii) four (4) weeks after completing seven (7) calendar years of compensated service;
 - (iii) five (5) weeks after completing fourteen (14) calendar years of compensated service;
 - (iv) six (6) weeks after completing twenty (20) calendar years of compensated service.
 2. Employees working less than a full calendar year of service in any given year who are taking approved personal leave, maternity/parental leave, educational leave or extended unpaid leave of one (1) month or longer will receive vacation entitlement in the following year on a prorated basis as follows:
 - (i) one to six (1-6) years of service - one day for every seventeen (17) days worked;
 - (ii) seven to thirteen (7-13) years of service - one day for every thirteen (13) days worked;

- (iii) fourteen to nineteen (14-19) years of service - one day for every ten (10) days worked;
- (iv) twenty (20) or more years of service - one day for every nine (9) days worked.

- 23.03 Regular employees working less than a full vacation year in any given year will receive vacation entitlement in the following year on a prorated basis.
- 23.04
- (a) Vacation leave may be taken only with the consent of the Employer at times preferred in accordance with an employee's seniority.
 - (b) Except with the consent of the Employer, vacation leave shall commence at the end of the employee's workweek and scheduled days off.
 - (c) Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (d) With the written approval of the Employer, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one (1) consecutive year.
- 23.05 Vacation credits accumulate from the date of hire but a probationary employee is not entitled to take vacation.
- 23.06 Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.
- 23.07 All vacation entitlement must be used between the period beginning on the first (1st) day of April and ending on the thirty-first (31st) day of March in the next following year. Vacation entitlement cannot be carried over into the next year unless mutually agreed to.
- An employee who fails to indicate their choice of vacation within the period indicated in 23.01 will not have preference in choice of vacation time where other employees have indicated their preference.
- In the event that an employee fails to submit a vacation request by July 1st of each year, the employee's vacation will be scheduled by the Employer, at a time convenient to the Employer.
- Where an employee is subpoenaed for jury duty or is in receipt of WCB 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 period remaining during that vacation year. Proof of subpoena, jury duty or WCB shall be provided to the Employer, if requested.
- 23.08 Any request to change the approved vacation schedule must be submitted in writing at least fourteen (14) days prior to the vacation and is subject to approval by the Employer.

23.09 An employee whose vacation credits were displaced due to illness or accident shall be entitled to roll vacation over to the next fiscal year or if undue hardship on Employer, a payout could be considered.

ARTICLE 24 - HOLIDAYS

24.01 The following holidays shall be observed:

- | | |
|----------------------------|--|
| (a) New Year's Day | (h) Labour Day |
| (b) Louis Riel Day | (i) National Day of Truth and Reconciliation |
| (c) Good Friday | (j) Thanksgiving Day |
| (d) Easter Monday | (k) Remembrance Day |
| (e) Victoria Day | (l) Christmas Day |
| (f) Canada Day | (m) Boxing Day |
| (g) Terry Fox Day (August) | |

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

Nothing in this agreement shall prohibit the parties from altering the date of the observance of any of the above holidays.

24.02 An employee is entitled to pay for a holiday on which he does not work, provided:

- (a) the employee did not fail to report for work after having been called to work on the day of the holiday; and
- (b) the employee did not absent himself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless their absence is by reason of established illness.

24.03 An employee (other than a casual employee) who works on a general holiday is eligible to either:

- (a) be paid their basic rate of pay for the hours worked and, in addition, the overtime rate of time and one-half (1½) for the hours worked; or
- (b) choose to be paid at time and one-half (1½) for the hours worked and will also be granted an alternative day off at their basic rate of pay at a time mutually agreeable to both the Employer and employee. If an agreement cannot be reached that would allow the employee to take an alternative day off within thirty (30) calendar days before or after the holiday, and additional day's pay at the employee's basic rate of pay shall be provided to the employee.

24.04 A full-time employee who is scheduled and who works on a holiday shall receive an alternate day off with pay at a time agreeable to the employee's supervisor.

24.05 Where a regular employee who has been required to work on holidays, leaves the employ of the Employer, he shall be entitled to receive pay in lieu of that

number of days' leave of absence that has not been granted to him to which he is normally eligible under Article 24.01.

- 24.06 Where a holiday falls within the vacation period of a full-time employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 24.07 In the event that a full-time employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of the above days provided that there are sufficient employees available in the classification to enable the Employer to so schedule these two (2) days.
- 24.08
- (a) Employees desiring to observe recognized religious holy days will be allowed up to two (2) days' time off with pay through one of two options:
 - (i) time off in lieu of Good Friday or Christmas Day; or
 - (ii) mutually agreed to alternate arrangements.
 - (b) An employee selecting alternate arrangements will, through discussions with their supervisor or person designated by the Executive Director, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holy days, to a maximum of two (2) working days.
 - (c) Written requests for either day in lieu of or for alternate arrangements must be submitted to the Supervisor, or designated person, specifying the request at least thirty (30) days prior to the religious holy days to be observed.
 - (d) Employees observing additional recognized religious holy days will be permitted time off on the basis of a leave of absence without pay or deduction from accrued overtime or vacations. The employee shall submit a written request to the Supervisor specifying the date(s) at least thirty (30) days prior to the religious holy day(s) and indicate on what basis the time off is to be taken.
- 24.09 Full-time employees shall be allowed to bank up to three (3) 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. Such lieu days to be taken within three (3) months of the holiday occurring. If compensating time off is impractical to schedule by March 31 of any year, the employee shall receive an additional day's pay at one and one-half (1½) times the employee's basic rate of pay for all days banked.
- 24.10
- (a) An employee whose normal work schedule would require him/her to work a general holiday shall be given first option to work said general holiday.
 - (b) The allocation of work not assigned as per (a) above will be offered to employees based on seniority.

ARTICLE 25 - SICK LEAVE

- 25.01 It is agreed by the parties that earned sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- 25.02 The sick leave to which a full-time permanent employee is entitled shall accumulate at the rate of one and one-quarter (1¼) working days per calendar month commencing after completion of one full month's compensated service and cumulative to a maximum of one hundred and twenty (120) working days.
- 25.03 Employees employed on a part-time basis shall be granted sick leave with pay on a pro rata basis.
- 25.04 A deduction shall be made from accumulated sick leave of all working days absent for sick leave.
- 25.05 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Article 25.02.
- 25.06 Sick leave accumulates from the start of the second full calendar month of service but sick time will not be paid to a probationary employee until the employee is designated as a regular employee.
- 25.07 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 25.08 Sick leave shall not accumulate during periods when an employee is:
- (a) absent without leave;
 - (b) absent on leave of absence without pay;
 - (c) absent on sick leave for a period of more than five (5) consecutive calendar days.
- 25.09 All employees who will be absent due to illness are to, contact their immediate supervisor or designate a minimum of two (2) hours prior to the commencement of their day shift, three (3) hours prior to the commencement of their evening shift and three (3) hours prior to the commencement of their night shift.
- Employees who fail to give proper notice without a reasonable explanation, are subject to disciplinary action. It is the responsibility of the employee to inform the Supervisor or designate of their return to work.
- 25.10 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that he/she was unable to carry out his/her duties due to illness. In cases of suspected abuse, and with notice to the Union, the Employer may request a medical certificate at any time. Any medical certificate requested by the Employer will be paid for by the Employer.

An employee may be asked to furnish a certificate from the doctor verifying sickness before being paid benefits. However, in most cases, no medical verification is required until after three (3) consecutive days off. Any medical certificate required by the Employer will be paid for by the Employer.

- 25.11 An employee on return to work may be required to furnish a medical certificate when requested by the Employer. Any medical certificate requested by the Employer will be paid for by the Employer.
- 25.12 The full Employment Insurance rebate/reduction shall be retained by the Employer.
- 25.13 The parties agree that the disposition of the Employment Insurance Rebate shall be recommended by the Labour Management Committee and approved by the Executive Director as per Article 7 of the Collective Agreement.
- 25.14 Sick leave benefits are not payable for:
- (a) any illness or injury covered by Workers' Compensation or the Canada Pension Plan;
 - (b) an employee during an approved leave of absence;
 - (c) any employee who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the long term disability insurance plan;
 - (d) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident, he must advise the Supervisor as soon as possible and he must submit a claim for benefits to the Manitoba Public Insurance. The employee shall be entitled to receive benefits provided said employee has enough sick leave credits accumulated, for any period of time deemed to be a "waiting period" by MPI.

(ii) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - (A) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 9.01 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, EI, and other benefit contributions for which the employee is eligible to pay.
 - (B) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total

amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated sick leave credits.

- (iii) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- (iv) In the event that MPI disallows the claim including any appeal, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (v) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

25.15 In the event that an employee suffers a debilitating injury or illness during their vacation where a medical certificate is provided it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the debilitating injury or illness period and the displaced vacation shall be rescheduled. Proof of such debilitating injury or illness shall be provided if requested.

25.16 Illness in the Family

An employee shall be entitled to use accumulated sick credits for the purpose of providing for the needs during illness of a person in the employee's family in accordance with 25.18 and provide notice in accordance with Article 25.09 when reasonably possible.

25.17 Deductions of Sick Credits

Absences for sick leave shall be deducted from accumulated sick leave credits. Where an employee is absent for any part of a shift under 25.01 hereof, deductions from sick leave credits shall be made as follows: absences of two (2) hours or less will have no deduction, to a maximum of four (4) times a fiscal year.

25.18 80/20 Sick Bank

Subject to the provisions of 25.02 of each one and one-quarter (1¼) days of income protection accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in 25.01. The remaining one-quarter (¼) of a day shall be reserved for either the employee's personal use or for use in the event of illness in the family outlined in 25.16 or to offset the waiting period for EI benefits for maternity/parental leave as outlined in Article 26. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

25.19 **Mental Health Days**

- (a) The Employer agrees to provide three (3) mental health days off with pay a year. Employees obtaining new full-time or part-time positions will receive prorated mental health days based on the start date in the position.

The above will be prorated for part-time employees as follows:

- Employees working one (1) shift per week - one (1) mental health day per year
 - Employees working two (2) to three (3) shifts per week - two (2) mental health days per year
 - More than twenty-five (25) hours per week (fifty [50] hours biweekly) - employees will receive the three (3) days per year.
- (b) These days cannot be carried over from one year to the next and they cannot be used consecutively or to extend income protection leave, vacation or bereavement leave unless mutually agreed by the Employer and the employee.
- (c) Employees shall provide as much notice as possible or a minimum of three (3) days' notice, or unless mutually agreed to a shorter notice period, to their supervisor in order to request to take one of their mental health days off.

ARTICLE 26 - LEAVES OF ABSENCE

- 26.01 An employee, upon request in writing being made to the Executive Director or Designate, may be granted a leave of absence without pay for good and sufficient reason consistent with Employer policy. The decision regarding approval for leave shall be the sole prerogative of the Employer.
- 26.02 Upon request to the Employer, an employee elected or appointed to represent the Union on conventions, committees or seminars shall be allowed leave of absence without pay, providing two (2) weeks' notice has been given provided no more than one (1) employee from each classification is away at the same time.
- 26.03 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 may 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.
- 26.04 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections. An employee

who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office.

- 26.05 Employees will be granted leave without deduction of salary for court appearances if the employee is subpoenaed on a criminal matter, requested by the Crown, or subpoenaed by the Crown to be a witness in a court action, provided however, the employee shall remit to the Employer any remuneration the employee may receive because of an appearance in court as a witness.
- 26.06 Employees with five (5) years' employment who wish to further their education shall be permitted up to one (1) year of education leave without pay. Any benefits based on service and seniority shall be retained but not accumulated nor any entitlement when on leave. The employee shall be placed in a position equivalent to that which he/she held prior to the education leave. At the Employer's option, a term employee may be hired to replace the employee on leave.
- 26.07 Employees will be eligible to receive maternity and/or parental leave without pay in accordance with the provisions of the *Employment Standards Code* as follows:

Maternity Leave

Every employee who:

- (a) has completed seven (7) continuous months of employment;
- (b) submits to her Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- (e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (f) an employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this Article shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits;
- (g) for the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this Article, employment

after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave; or

- (h) an additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Employer.

26.08 Parental Leave

- (a) Every employee who:
 - (i) in the case of a female employee, becomes the natural mother of a child;
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new-born child, or
 - (iii) adopts a child under the law of the province; and
- (b) completes seven (7) consecutive months of employment, and
- (c) who 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 such leave; is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks, in the case of standard parental leave or sixty-three (63) weeks in the case of extended parental leave;
- (d) 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;
- (e) where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiration of the maternity leave without a return to work after the expiration of the maternity leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree or an applicable Collective Agreement otherwise provides;
- (f) an employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this Article shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits;
- (g) for the purpose of calculating pension and other benefits or an employee to whom leave is granted in accordance with this Article, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave;
- (h) an additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Employer.

26.09 Bereavement Leave

- (a) A full-time employee or an employee who is scheduled to work on the same basis as a full-time employee every day of a weekly schedule shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of pay and benefits immediately following the death of a parent, spouse or child.
- (b) A full-time employee or an employee who is scheduled to work on the same basis as a full-time employee every day of a weekly schedule shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of pay and benefits immediately following the death of a brother, sister, mother-in-law, father-in-law, common-law spouse/partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former legal guardian, fiancée and any other relative who resides in the same household.

Unless other arrangements have been agreed to, such days may be taken only in the period which extends from the date of death up to and including the day following interment.

Where the burial occurs more than three hundred (300) km from the City of Winnipeg, such leave shall extend to include home travel, not to exceed two (2) days.

For the purpose of this clause, where an employee establishes that he/she has been residing with a person of the same or another gender and has been publicly representing that person as his/her spouse or living with that person in a marriage-like relationship for a period of not less than twelve (12) months, that person shall be deemed to be the common-in-law spouse of that employee.

- 26.10 A part-time employee shall be allowed to take up to three (3) consecutive calendar days off, one of which shall be the date of the funeral, following the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, common-law spouse/partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former legal guardian, fiancée and any other relative who resides in the same household; they shall receive pay at their basic rate for each scheduled hour of work within those three (3) days.

Where the burial occurs outside of the province, such leave shall also include reasonable travelling time not to exceed an additional two (2) days.

- 26.11 Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as pallbearer or mourner, up to a maximum of two (2) days per fiscal year.

26.12 **Compassionate Care Leave**

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with significant risk of death within twenty-six (26) weeks from:
 - (A) the date the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (d) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (e) Seniority shall accrue as per Article 12.
- (f) In the event that death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in 26.09, 26.10.

26.13 **Domestic Violence**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance

at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period or ten (10) unpaid days that can be taken in intermittent days.

ARTICLE 27 - STRIKES AND LOCKOUTS

- 27.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruption, slowdown or stoppage of work either complete or partial or any other interference which will halt, disrupt, limit or interfere with normal service or work.
- 27.02 The Employer agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE 28 - TRANSPORTATION

- 28.01 All employees who use the Employer's vehicle shall, as a condition of employment, have a valid driver's licence.

ARTICLE 29 - NO DISCRIMINATION

- 29.01 All provisions in the agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory the parties will negotiate the necessary adjustments to ensure there is no increased cost to the Employer and the Union.
- 29.02 Except as permitted under the Manitoba *Human Rights Code*, it is agreed that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to and by any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union.
- 29.03 It is agreed that should a question(s) arise regarding bona fide occupational qualifications, the parties will jointly apply to the Manitoba Human Rights Commission for an advisor opinion as provided for in the Manitoba *Human Rights Code*.
- 29.04 The Employer and the Union agree that no form of harassment as defined in Manitoba *Human Rights Code* 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 dealt

with in accordance with The Salvation Army Canada and Bermuda Territory Workplace Harassment, Discrimination and Violence Prevention Policy and shall be treated in strict confidence by both the Employer and the Union.

- 29.05 Employees against whom a complaint filed under The Salvation Army Canada and Bermuda Territory Respect in the Workplace Harassment, Discrimination and Violence Prevention Policy, that has been substantiated, may be severely disciplined up to and including dismissal or termination.

ARTICLE 30 - DURATION OF AGREEMENT

- 30.01 Except for Schedule "A", this Agreement shall come into effect on date of ratification by the Union and shall remain in effect until March 31, 2027. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 30.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other fourteen (14) days prior written notice that negotiations have terminated.
- 30.03 Where no notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under Article 30.02 of this Article, the parties shall, within twenty (20) working days following the receipt by either party of the specific proposals for revision to the Agreement, commence collective bargaining.
- 30.04 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 30.05 The Union agrees to give the Employer at least two (2) weeks' (14 days) written notice as to the time and date of strike action.
- 30.06 The Employer agrees to give the Union at least two (2) weeks' (14 days) written notice as to the intended time and date of lockout.

ARTICLE 31 - PREMIUMS

- 31.01 Effective May 1, 2003:
- (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours (evening shift) shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
 - (b) An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours (night shift) shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.

- 31.02 (a) A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0800 hours and 2400 hours (day and evening shifts) on Saturdays and Sundays.

Effective January 9, 2009:

- (b) A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours and 0800 hours (night shift) on Saturdays and Sundays.

- 31.03 Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

- 31.04 There shall be no pyramiding of premiums outlined in this Article.

- 31.05 Training Bonus

An employee required to train new employees or students will receive a premium of one dollar and fifty cents (\$1.50) per hour for each hour or part thereof while involved with training.

ARTICLE 32 - TRAINING AND STAFF MEETINGS

- 32.01 An employee required by the Employer to attend a course for the purpose of recertifying an existing condition of employment or where the Employer has identified a new required condition of employment, the employee shall be granted time off with pay and the cost of hotel, mileage (up to a maximum), meals and cost of course (if applicable) shall be covered by the Employer. If the course is scheduled on the employee's day off, the employee shall be paid for hours required to be in attendance at the course at straight time, or the number of hours off at a mutually agreed upon time.

- 32.02 Staff Meetings

Any employee who attends a scheduled staff meeting shall be paid for the actual hours of the meeting at their regular rate of pay up to a maximum of four (4) meetings per year. Staff meetings beyond the four (4) per year shall be paid at applicable overtime rates as per Article 11 - Overtime.

ARTICLE 33 - CHANGES IN CLASSIFICATIONS

- 33.01 If the Employer creates a new job classification during the term of this Agreement, then a representative of the Employer and the Union Representative shall meet as soon as possible in an effort to arrive at a mutually satisfactory hourly rate of pay for the new job classification. In the event the parties are unable to agree on the appropriate rate of pay, the matter shall be referred to arbitration.

ARTICLE 34 - UNIFORM/CLOTHING ALLOWANCE

34.01 The Employer shall maintain all protective or special work clothing provided by the Employer which is required to be worn on duty where applicable.

If the Employer requires employees to wear a uniform while on duty they shall be provided by the Employer and consistent with current practice employees will maintain them.

34.02 Where employees are required to wear safety equipment in a normal course of their duties, the Employer will supply all necessary tools, safety equipment and protective clothing.

ARTICLE 35 - CHRISTMAS GRANT

35.01 Employees shall be entitled to a Christmas Grant as follows:

Full-time Employee

Employees with six (6) months to one (1) year of service	\$45.00
Employees with at least one (1) year of service	60.00
(An additional ten dollars [\$10.00] is to be added for each full year of service beyond one year.)	

Examples

Five (5) years of employment: $\$60.00 + (4 \times \$10.00)$	100.00
Ten (10) years of employment: $\$60.00 + (9 \times \$10.00)$	150.00
Twenty (20) years of employment: $\$60.00 + (19 \times \$10.00)$	250.00

Part-time Employee

Employees with six (6) months to one (1) year of service	22.50
Employees with at least one (1) year of service	30.00
(An additional five dollars [\$5.00] is to be added for each full year of service beyond one year.)	

Examples

Five (5) years of employment: $\$30.00 + (4 \times \$5.00)$	50.00
Ten (10) years of employment: $\$30.00 + (9 \times \$5.00)$	75.00
Twenty (20) years of employment: $\$30.00 + (19 \times \$5.00)$	125.00

IN WITNESS WHEREOF, the parties have signed and executed this Agreement this 4th
day of NOVEMBER, 2024.

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

T. Manning

E. Guadolin

J. [unclear]

[unclear]

[unclear]

**FOR:
THE SALVATION ARMY –
WINNIPEG CENTRE OF HOPE**

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October 29, 2024

SCHEDULE "A"

The Salvation Army – Winnipeg Centre of Hope

Starting Wage Scales for New Employees

	April 1, 2024	Minimum Wage Increase Oct. 1, 2024	April 1, 2025	April 1, 2026
	3% Increase		2% Increase	2.5% Increase
Residential Care Worker Casual	\$ 15.93		\$ 16.25	\$ 16.66
Residential Care Worker	\$ 17.42		\$ 17.77	\$ 18.21
Life Skills Worker	\$ 19.45		\$ 19.84	\$ 20.34
Caseworker	\$ 21.38		\$ 21.81	\$ 22.35
Intake Worker	\$ 21.38		\$ 21.81	\$ 22.35
Counsellor	\$ 27.64		\$ 28.19	\$ 28.90
Housekeeper	\$ 15.76	\$ 15.80	\$ 16.12	\$ 16.52
Janitor	\$ 15.76	\$ 15.80	\$ 16.12	\$ 16.52
Kitchen Helper	\$ 15.76	\$ 15.80	\$ 16.12	\$ 16.52
Cook	\$ 16.64		\$ 16.97	\$ 17.40
Maintenance	\$ 18.37		\$ 18.74	\$ 19.21
Security				
Personal Support Worker				

October 1, 2024, minimum wage increased to \$15.80 per hour - Housekeeper, Janitor, and Kitchen Helper positions affected.

Casual employees shall not be entitled to retroactive pay.

Permanent employees hired prior to ratification of this agreement shall receive percentage increases to their rate of pay every April 1 through the life of this agreement as outlined below:

General Wage Increases

- April 1, 2024: 3%
- April 1, 2025: 2%
- April 1, 2026: 2.5%

***Wage increases shall be effective and retroactive to the first day of the new Collective Agreement.**

Wage Reopener

Should the Employer receive any funding increases, which they are allowed to use, in total or in part, for wage adjustments, the Employer shall notify the Union within ninety (90) days of receiving written confirmation of the funding increase and start negotiations re: additional wage increases and premium rates (including training bonus) accordingly. One time funding or other non-sustainable funding which would not continue into future years of the contract would be excluded.

The parties further agree that:

- The wage reopener would be at any time during the life of the agreement;
- Wages and premium rates (including training bonus) would be the only items discussed;
- Both parties recognize that if sustainable funding is not made available, the wage reopener will not apply; and
- This Letter of Understanding will expire at the end this Collective Agreement, March 31, 2027.

CC/wkp/jca/cope 491
October 29, 2024

SCHEDULE "B"

For the purposes of Article 9.04 of the Collective Agreement, the contributions paid by employees with respect to benefits shall be as follows:

Contribution Rates for The Salvation Army (July 2024)

Coverage	TSA Contribution	Employee Contribution	Total Premium
	(Monthly \$ Rates)	(Monthly \$ Rates)	(Monthly \$ Rates)
Extended Health Care			
Single Core	\$86.11	\$0.00	\$86.11
Single Option 1	\$93.72	\$19.29	\$113.01
Couple Core	\$131.52	\$40.75	\$172.27
Couple Option 1	\$149.78	\$75.27	\$225.05
Family Core	\$155.52	\$62.29	\$217.80
Family Option 1	\$178.63	\$103.71	\$282.34
Dental Care			
Single Core	\$34.09	\$0.00	\$34.09
Single Option 1	\$34.94	\$16.02	\$50.96
Couple Core	\$51.99	\$16.19	\$68.18
Couple Option 1	\$53.69	\$48.45	\$102.14
Couple Option 2	\$54.73	\$68.34	\$123.07
Family Core	\$65.60	\$28.52	\$94.12
Family Option 1	\$67.92	\$72.54	\$140.45
Family Option 2	\$69.35	\$99.94	\$169.30
Long Term Disability (non-taxable)			
Two Year		\$26.68 per \$1,000	
Basic Core		\$36.52 per \$1,000	
Enhanced		\$36.52 per \$1,000	
Basic Life (Core)	\$2.44 per \$10,000		
Basic AD&D	\$0.17 per \$10,000		
Employee Optional Life		See Personal Working Form	
Spousal Optional Life		See Personal Working Form	
Dependent Child Optional Life		See Personal Working Form	
Voluntary AD&D			
Employee Only		\$0.28 per \$10,000	
Employee plus Family		\$0.40 per \$10,000	

2016-07 (excluding unionized divisions with collective agreements submitted for exception with carrier)

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

The Salvation Army – Winnipeg Centre of Hope

RE: TRAINING PREMIUM

The parties agree to meet with the Labour Management Committee within one hundred and twenty (120) days of ratification to discuss the standards an employee would need to meet in order to act as trainer and therefore qualify for the training premium. The protocols to follow when dealing with students shall also be discussed.

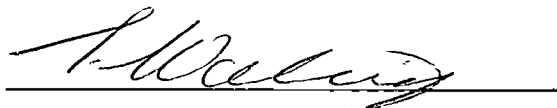
Should the parties be unable to reach agreement within one hundred and twenty (120) days of the first meeting, either party can refer the matter to arbitration. This letter shall be attached and form part of the Collective Agreement.

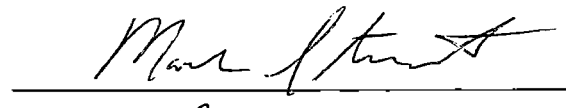
This letter shall be attached and form part of the Collective Agreement.

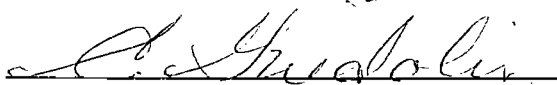
Dated at Winnipeg this 4th day of NOVEMBER, 2024.

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

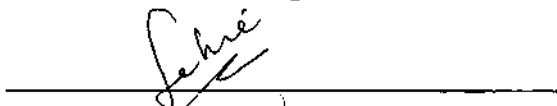
**FOR:
THE SALVATION ARMY –
WINNIPEG CENTRE OF HOPE**




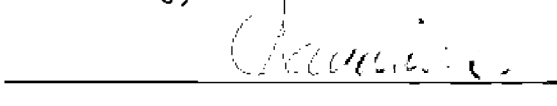










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LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

The Salvation Army – Winnipeg Centre of Hope

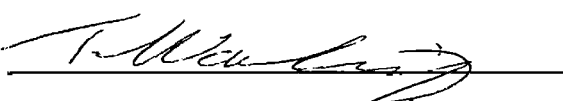
RE: GROUP RRSP PLAN

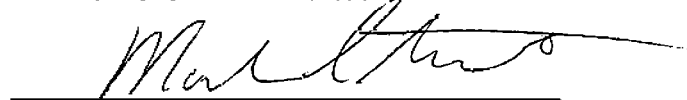
The parties agree to sit down and discuss converting the current group RRSP plan and moving it over to the Multi Sector Pension Plan (MSPP). The parties agree to meet at anytime during the life of this Collective Agreement.

Dated at Winnipeg this 4th day of NOVEMBER, 2024.

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

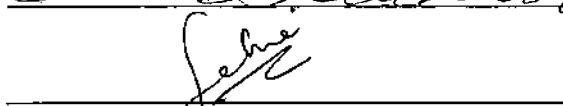
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THE SALVATION ARMY –
WINNIPEG CENTRE OF HOPE**














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