

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / Canadian Union
of Public Employees
LOCAL 2348

- AND -



**A & O: SUPPORT SERVICES FOR
OLDER ADULTS INC.**

April 1, 2025, to March 31, 2029

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This Agreement made and entered into this 13th day of January 2025

Between:

A & O: SUPPORT SERVICES FOR OLDER ADULTS INC.
(hereinafter called the "Employer"),
Party of the First Part.

and:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
2348**
(hereinafter called the "Union"),
Party of the Second Part.

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to improve relations between the Employer and the Union and to provide settled and just conditions of employment;
 - (b) to recognize the mutual worth of joint discussions and negotiations in matters pertaining to working conditions and employment;
 - (c) to encourage efficiency and high standards in operation;
 - (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
 - (e) to recognize that the Employer is a non-profit service organization devoted to the needs of the older adult.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - EMPLOYER RIGHTS

- 2.01 The Union recognizes the Employer retains all rights, powers and authority in management except as specifically limited by this Collective Agreement. Subject to this Collective Agreement then, by way of example the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the

number of personnel required from time to time, services to be performed, and the methods, procedure, and equipment in connection to that; to maintain order, discipline and efficiency; to direct its workforce, including to hire, transfer, demote, promote, assign and reassign jobs or duties, to layoff or rehire any employee; to discipline, including suspend or dismiss any employee for just cause; to reorganize, close or disband any department or section of its operations; to determine the location of its operation and activities; to increase or decrease its working forces; to designate curtailments and cessation of operations; to determine the skills, abilities and qualifications necessary to perform the required work; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Collective Agreement.

- 2.02 The Parties shall exercise their rights in a manner which is fair, reasonable, non- arbitrary, non-discriminatory and consistent with the terms of the Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Recognition and Scope

The Employer recognizes Local 2348 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for its employees, except the Chief Executive Officer, Administrative Assistant to the Chief Executive Officer, Manager, Finance and Administration, Managers (Community Services), Manager (Senior Immigrant Settlement Services - SISS).

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer, which may conflict with the terms of this Collective Agreement. It is understood that the Employer will, from time to time, employ contract employees who will benefit from and be bound by all aspects of the Collective Agreement, except salaries.

3.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties, inclusive of the current Agency practice with volunteers.

- 3.04 One (1) employee and one (1) alternate, chosen by and from the current employees of the A & O: Support Services for Older Adults Inc., who are members of Local 2348, shall be appointed to the Board of Directors. The

employee representative(s) to the Board may be required to absent themselves from discussions pertaining to labour relations and contract negotiations.

3.05 This Collective Agreement is fully applicable to all full-time, part-time, term and casual employees, unless otherwise specified.

3.06 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

- (a) "Full-time permanent employee" means an employee who regularly works the full prescribed hours of work per week;
- (b) "Part-time permanent employee" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;
- (c) "Term employee" means an employee hired for a specific period of time, or for the completion of a specific job, or until the occurrence of a specified event.

A copy of the Agreement entered into between the Employer and the employee shall be provided to the Union President and the CUPE National Representative.

- (d) "Employer" means the A & O: Support Services for Older Adults Inc. It is understood by the Union that the Employer has assigned the Chief Executive Officer/designate the responsibility of administration of the Collective Agreement.
- (e) "Union" means the Canadian Union of Public Employees, Local 2348.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer agrees that there shall be no unreasonable discrimination or harassment as defined in the Manitoba *Human Rights Code*, with respect to any employee by reason of:

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;

- (d) religion or creed or religious beliefs, religious association or religious activities;
- (e) age;
- (f) sex, including pregnancy, the possibility of pregnancy, or circumstances relating to pregnancy;
- (g) gender-determined characteristics or circumstances other than those included in clause (f);
- (h) sexual orientation;
- (i) gender identification or presentation;
- (j) body size and form;
- (k) marital or family status;
- (l) political belief, political association or political activity;
- (m) physical or mental disability or related characteristics or circumstances;
- (n) membership or activity in the Union.

It is not unreasonable discrimination to make accommodation for the special needs of an individual or group, nor is it unreasonable discrimination to implement an employment equity program.

- 4.02 The Employer and the Union jointly affirm that every employee shall be treated fairly and that the environment must be free of all forms of harassment, including sexual, personal and racial harassment. The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of its employees and members of the bargaining unit which would jeopardize their dignity and well-being and/or undermine work relationships and productivity.
- 4.03 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 necessary adjustments and attempt to ensure there is no increased cost to the Employer and the Union.
- 4.04 The Employer will provide training to employees so as to promote a

respectful and non-discriminatory workplace.

ARTICLE 5 - CHECKOFF OF UNION DUES

5.01 Checkoff Payments

The Employer shall deduct from every employee any dues or assessments levied in accordance with the Union Constitution and Bylaws.

5.02 Deductions

Deductions shall be made biweekly and shall be forwarded to the National Secretary-Treasurer of the Union, accompanied by a complete list of names, addresses and amount of dues deducted from each employee for the specified period.

5.03 Dues Receipts

At the same time that Income Tax T-4 slips are made available, the Employer shall indicate the amount of the Union dues paid by each Union member in the previous year.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass from the Chief Executive Officer/designate and the Secretary of the Union with a copy to the CUPE National Representative, or the CUPE National Representative with a copy to the Secretary of the Union.

6.02 A copy of any correspondence between the Chief Executive Officer/designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Secretary of the Union and the CUPE National Representative.

6.03 Inadvertent failure on the part of the Employer to provide copies to the Secretary of the Union and the CUPE National Representative shall not be subject to the grievance and arbitration procedure or invalidate any action taken.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

7.01 Establishment of Committee

The Employer and the Union shall be entitled to equal voting representation on the Labour Management Committee, but the parties need not have the same number of representatives. In no case shall the total number of representatives exceed six (6).

7.02 The Committee shall concern itself with the following general matters:

- (a) considering constructive criticism of all employment activities to better relations between Employer and employees;
- (b) reviewing suggestions and questions of employees about working conditions and services (exclusive of grievances concerned with service);
- (c) correcting conditions causing grievances and misunderstandings;
- (d) reviewing and recommending to the Employer on applications for educational leave;
- (e) encouraging efficiency and high standards in operation;
- (f) promoting the morale, well-being and security of all employees in the bargaining unit of the Union;
- (g) recognizing the Employer is a non-profit service organization devoted to the needs of the older adult.

7.03 Meetings of Committee

The Committee shall meet quarterly in January, March, June and November or as required at the call of the co-chairs. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent attending meetings of this Committee

7.04 Chairpersons of the Meeting

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

7.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons or someone on each of their behalf as promptly as possible after the close of the meeting. The Union, the Canadian Union of Public Employees representative and the Employer, shall each receive signed copies of the minutes as soon as conveniently possible. These minutes will be posted in the workplace mailroom by the party responsible for minute-taking and the minutes will remain posted until the minutes of a subsequent meeting are available.

7.06 Jurisdiction of Committee

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

ARTICLE 8 - LABOUR MANAGEMENT NEGOTIATING RELATIONS

8.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer, without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business. The Bargaining Unit will provide the Employer with two (2) days advance notice in order for staffing coverage to be arranged.

8.02 Union Negotiating Committee

A Union Negotiating Committee shall be elected or appointed and consist of not more than two (2) employees, in addition to the National Representative from the Union. The Union will advise the Employer of the employee Union nominees to this Committee.

8.03 Function of Negotiating Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Negotiating Committee to the Employer for discussion and settlement.

8.04 Time Off for Meeting

The representatives of the Union on the Negotiating Committee or those involved in grievances or arbitration, who are in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours, without loss of remuneration.

8.05 Representative of Canadian Union of Public Employees

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing with, or negotiating with, the Employer. Such representative(s) shall have reasonable access to the Employer's premises in order to investigate and assist the settlement of a grievance, upon prior notice to the Employer.

8.06 Meeting of Committee

Such meetings will be arranged as designated in the *Labour Relations Act* and held on mutual agreement.

8.07 Technical Information

The Employer shall make available to the Union on request, such information as the Employer has about job descriptions, positions in the bargaining unit, job classifications, wage rates, financial information about pension and benefit plans or any other such information that the Union reasonably requires in order to fulfill its mandate.

8.08 The Employer recognizes that education is a continuing process. Providing prior arrangements are made with the Employer, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day.

ARTICLE 9 - GRIEVANCE PROCEDURES**9.01 Recognition of Union Grievance Representatives and Grievance Committee**

In order to provide an orderly and speedy procedure for settlement of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Grievance Representatives. The representatives shall assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

9.02 Name of Grievance Representatives

The Union shall notify the Employer in writing of the name of the grievance representative(s), not to exceed two (2) in number, before the Employer shall be required to recognize them.

9.03 The grievance representatives selected shall constitute the Grievance Committee.**9.04 Permission to Leave Work**

The Employer agrees that the grievance representative shall not be hindered, coerced, restrained or interfered with in any way with the performance of the duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each grievance representative is employed by the Employer, and that they will not leave their work during working hours, except to perform their duties under this Agreement, and with permission of the Employer, which will not be unreasonably denied.

9.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement, or a case where Employer or employee has acted contrary to this Agreement.

9.06 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly. This Agreement sets out certain procedures for grievance settlement. As satisfactory results can be usually achieved by discussion of the problem with the staff members concerned or other appropriate staff members, it is recognized and recommended that the further procedures for grievance

should only be invoked after informal discussions have not resolved matters successfully.

Step I

Within fourteen (14) calendar days of the alleged violation of the Collective Agreement, a grievance shall be forwarded, in writing, to the employee's direct supervisor. The direct supervisor then shall issue a decision on the grievance within fourteen (14) calendar days of receipt of the grievance.

Step II

Failing satisfactory settlement at Step I, within fourteen (14) calendar days of the earlier of the response of the direct supervisor and when the grievance should have been responded to in Step I, the Union will submit the grievance in writing to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall render a written decision within fourteen (14) calendar days after receipt of such notice.

Step III

Failing satisfactory settlement being reached in Step II, within twenty-one (21) calendar days of the earlier of the response of the Chief Executive Officer and when the grievance should have been responded to in Step II, the Union may refer the dispute to arbitration, failing which the grievance shall be deemed to be abandoned.

9.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step I, and II of this Article may be by-passed.

9.08 Union May Institute Grievances

The Union and its representatives shall have the right to originate the grievance on behalf of the employee, or a group of employees and to seek adjustments with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step II.

9.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

9.10 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedure irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

- 9.11 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the grievance and arbitration procedure may only be extended by mutual agreement between the Union and the Employer and shall be confirmed in writing. Such agreement shall not be unreasonably withheld.

ARTICLE 10 - ARBITRATION

- 10.01 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the grievance and arbitration procedure may only be extended by agreement between the Union and the Employer and shall be confirmed in writing. Such agreement shall not be unreasonably withheld.

- 10.02 Any unresolved grievance shall be submitted to an arbitrator. The parties shall agree to one of the following arbitrators who will be used on a rotating basis:

- (a) Keith LaBossiere
- (b) Kris Gibson
- (c) Michael Werier
- (d) John Korpesho

- 10.03 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.

The arbitrator shall consider such material evidence and the contentions as the parties may offer. In reaching their decision, the arbitrator shall be governed by the provisions of this Agreement.

- 10.04 The arbitrator shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations.

The arbitrator 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.

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

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

10.07 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

10.08 Expenses of the Arbitration

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

10.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

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

ARTICLE 11 - SUSPENSION, DISCIPLINE AND DISCHARGE

11.01 Principle of Innocence

The Employer shall not discipline or dismiss any employee covered by this Collective Agreement except for just cause. In the event the Employer

initiates a disciplinary act against an employee who has completed their probationary period and which may result in the suspension or discharge of the employee, the following procedures shall be followed, except in emergency cases.

11.02 Performance Appraisals/Warnings

Within fourteen (14) calendar days of receipt, the Employer shall inform the employee in writing of any internal or external written reports which cause or may cause the employee to suffer:

- (a) a restriction of chances of promotion;
- (b) a disciplinary action;
- (c) a termination of employment.

All such reports must be copied to the employee's file and be available to the employee, with a copy to the Union. Any employee so affected shall be given the opportunity to reply in writing within fourteen (14) calendar days, and/or have recourse through the grievance procedures. If successfully grieved, said reports will be removed from the file and/or files.

11.03 Discipline Procedure

- (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the principle of progressive discipline. It is understood that, where appropriate, employees shall receive oral reprimands as a first step in the disciplinary process but that such reprimands do not constitute disciplinary action, are not noted in the personnel file and are not grievable.
- (b) All disciplinary action shall be in writing with a copy to the CUPE National Representative.
- (c) Where considered necessary by the Employer, the Employer may suspend an employee with or without pay pending an investigation and it is agreed that a suspension with pay shall not be considered disciplinary. If the suspension is without pay, it shall be considered

disciplinary.

- (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, the following shall occur:
- (i) The Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;
 - (ii) The employee affected will be given reasonable opportunity to make representation at the meeting on their behalf, either personally or with a representative of the Union if they so desire;
 - (iii) The Union and the employee shall be advised within a reasonable period of time of the decision of the Employer arising out of the meeting;
 - (iv) In any case of disciplinary action, the employee concerned, or the Union on their behalf, shall have the right to grieve as provided in Article 9.

11.04 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

11.05 Right to Have a Representative Present

Where a supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact the Union representative to be present at the interview. An employee shall have the right to have a representative of the Union present, provided that will not unreasonably delay the process.

11.06 Crossing of Picket Lines during Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. However, failure to cross the picket line will result in loss of pay for hours not worked.

11.07 Personnel Records

An employee shall have the right in the presence of the direct supervisor/ designate and upon reasonable notice, to access, review, or make copies of their personnel file at the central office. Any recorded events (evaluations, documents, reports, performance appraisals, etc.) that an Employer intends to place in an employee's file shall be signed and dated by the Employer, with notification to the employee. An employee has the right to respond in writing to anything in their file, and such response shall also form part of the file. Further, an employee may grieve any derogatory entry the Employer places in the employees personnel file.

11.08 Access and Release of Personnel Records

The Employer recognizes that personnel records may include materials of a sensitive nature. The Employer will locate personnel records away from the general working files of the Agency and restrict access to designated personnel. Personnel files or information contained in personnel files will only be released with regard to various articles of this Agreement or matters involving the courts, unless otherwise agreed to in writing by the employee.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority is based on **hours** of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall, provided the employees are relatively equal (as determined by the Employer acting reasonably). Seniority shall operate on a bargaining unit-wide basis.

(b) Seniority List

The Employer shall maintain a seniority list **of hours of service. This list will show** the date upon which each employee's service commenced. An up-to- date seniority list shall be sent to the Union and posted in April of each year.

12.02 Seniority for Full-time Permanent Employees

Seniority for full-time permanent employees is defined as the length of service in the bargaining unit.

12.03 Seniority for Part-time Permanent Employees

For employees hired on or after January 1, 1991:

Part-time permanent employees shall accrue seniority on a prorated basis, based on the proportion of full-time that the employee regularly works. For example, a half-time employee would accrue seniority at half ($\frac{1}{2}$) the rate of a full-time employee.

12.04 Term Employees

Term employees shall accrue seniority during the term employment period. Should a term employee subsequently be appointed to a permanent position, seniority shall be calculated retroactively to the commencement of the term employment if employment has been continuous with no gap between the end of the term employment and the beginning of the permanent employment or if the employee, through no fault of their own, was terminated from the Agency less than thirty (30) days before the beginning of the permanent employment period.

12.05 Probation for Newly-Hired Employees

A newly-hired employee shall be on probation for a period of six (6) calendar months. Notwithstanding any other provision of the Collective Agreement, during the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement with the exception of grievance and arbitration and participation in the benefits plans as per Article 24 as it relates to discipline and discharge. After completing the probationary period, seniority shall be effective from the original date of employment.

12.06 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 health 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 approved maternity, adoption or parental leave.

12.07 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns in writing and does not withdraw notice within two (2) working days.
- (c) The employee is absent from work in excess of five (5) working days, unless approved by the Employer, acting reasonably.
- (d) The employee fails to return to work within seven (7) calendar days following a recall from layoff unless approved by the Employer, acting reasonably.
- (e) On the expiry of term employment, unless extended by the Employer or hired to an alternate position within a four (4) month time period.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and, if the Employer has decided to fill the position, shall post a memo so that members will know about the vacancy or new position. Following the distribution of the memo, the Employer may place any outside advertisements.

13.02 Trial Period

The successful applicant shall be given notice in writing and shall be placed on trial for a period for up to six (6) months, during which either the Employer or the applicant may end the trial and have the applicant return to their former position.

13.03 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

13.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the most senior qualified applicant, provided that person is relatively equal to other applicants (as determined by the Employer acting reasonably). Appointments from within the bargaining unit shall be made within four (4) weeks of posting wherever possible.

Where the senior applicant is not selected, the Employer will, if the employee so requests, provide a written statement setting out the reasons for that employee not being successful.

13.05 Notification of Appointment

Within fifteen (15) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be **announced to all staff** and the Union.

The Employer will inform the Union Secretary in writing immediately upon the hiring of any new employee within the bargaining unit.

13.06 Permanent Transfers Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for a trial period of up to six (6) months but will not accumulate any further seniority. An employee shall have the right to return to former position in the bargaining unit during their trial period.

13.07 Temporary Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit on a temporary basis, they shall

continue to accumulate seniority while outside the unit. An employee shall have the right to return to their former position in the bargaining unit at the end of the temporary assignment.

13.08 Professional Development

The Employer shall provide in house and external training professional development opportunities, at its discretion. Employees may advise the Employer of any professional development opportunities they believe may be of value.

13.09 Professional Development

The Employer shall bulletin professional development opportunities it has determined may be provided for employees. The bulletin shall contain the following information:

- (a) Type of course (subject and material to be covered);
- (b) Time, duration and location of course;
- (c) Basic minimum qualifications required for applicants.

This bulletin shall be distributed as soon as the information is received to afford all interested employees an opportunity to apply for such training.

ARTICLE 14 - JOB PROTECTION PROVISIONS DURING RESTRUCTURING

14.01 Should the Employer propose to initiate a restructuring plan which may result in a layoff or the reduction in hours of bargaining unit members, a Staffing Committee shall be formed. This may be a subcommittee of the Labour/Management Committee.

The function of the Staffing Committee shall be to consider possible ways and means of avoiding or minimizing the potential adverse effects upon employees in the bargaining unit, including:

- (a) Identifying and proposing possible alternatives to any action that the Employer is proposing to take;
- (b) Identifying and seeking ways to address retraining needs of employees;
- (c) Identifying vacant positions within the organization for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but are expected to become

vacant within a twelve (12) month period.

14.02 The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union. The number of representatives is to be determined locally.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

14.03 To allow the Staffing Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staff information and with a copy of the reorganization plans, which impact on the bargain unit. Both parties shall provide such other information as is reasonably required to allow the Committee to fulfil its mandate.

14.04 Information and discussions of the Committee shall be confidential unless agreed or otherwise determined by a majority of the Committee.

14.05 The Committee shall submit its written recommendations to the Chief Executive Officer or designate. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. The Chief Executive Officer shall notify the Committee of the Board's decision with written reasons available on request.

14.06 Any agreement between the Employer and the Union which may modify, alter or contravene an existing Collective Agreement provision resulting from the Staffing Committee process, including such actions as are required to implement the agreement, shall be included as a new Letter of Understanding in the Collective Agreement.

ARTICLE 15 - LAYOFFS AND RECALL

15.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

15.02 Prior to any layoff involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

- 15.03 Unless legislation is more favourable to the employees, employees to be laid off shall be given a minimum of two (2) pay periods notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.
- 15.04 Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.
- 15.05 To be eligible for recall, the employees must file their name and current address with the Employer at the time of layoff and at the time of any subsequent change.
- A person who is laid off must respond to the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.
- A person who is laid off must report to work within twenty-one (21) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.
- Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.
- The right of the person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:
- 1.0 After twenty-four (24) months of layoff; or
 - 2.0 If the person did not communicate with the Employer as specified above; or
 - 3.0 If the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 15.06 No new employees shall be hired until those laid off have been given an opportunity of recall in accordance with Article 15.05.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work

Between the hours of 8:00 a.m. and 9:00 p.m. - Monday to Friday regular hours of work for all full-time employees shall be seven (7)

hours per day, thirty-five (35) hours per week. During each workday the employee shall be entitled to two (2) paid, 15-minute rest periods and one (1), one- hour unpaid meal period.

The intention is to provide service to clients of the Employer at such times and in as cost effective manner as reasonably may be required, taking into account the changing needs of the client population of the Employer.

The intention too however, is to be fair to employees, and make all reasonable efforts to accommodate their scheduling preferences.

Recognizing all of this and recognizing that there may be challenges in implementing any changes to the present scheduling (which is generally between the hours of 8:00 a.m. and 6:00 p.m., Monday to Friday) the parties will work together cooperatively and reasonably to resolve scheduling issues, provided that the Employer retains the management right to implement new work schedules upon written notice of at least three (3) months.

For SISS ESL Teachers and Orientation Facilitators, the parties agree that overtime provisions shall be as per the *Employment Standards Code*. Further, the parties agree that there is one-half ($\frac{1}{2}$) hour paid preparation time for each class for these employees and that regular hourly rates of pay shall be provided for attendance at all required staff meetings. Further still, the parties also agree that by the nature of the work and the client population served, work frequently will be scheduled for evenings or weekends.

16.02 Flex-time Defined

From time to time, an employee or the Employer may request a temporary modification in the daily hours of work and if mutually agreed upon, shall be paid at the employee's regular rate of pay.

16.03 Overtime Defined

All time worked outside the regular daily or weekly hours as noted in 16.01 shall be considered overtime, provided such time worked has been approved and/or requested by the Employer, in writing, in advance. All overtime will be accrued at the rate of time and one-half ($1\frac{1}{2}$).

16.04 Bank Time Defined

Employees will be allowed to bank all authorized overtime hours worked outside and/or above their regular shift (overtime earned at time and one-half). Banked time must be taken within three (3) months from when it is earned unless otherwise requested, and approved by the direct supervisor, both in writing.

Time off will be taken by mutual agreement, failing which as directed by the Employer.

16.05 Travel Time

Any time spent in travelling to and from Winnipeg for a conference, for school or for any other purpose authorized by the Employer shall be considered as time worked.

16.06 Coffee Breaks

Any employee shall be allowed one (1) 15-minute coffee break per three (3) hour period of work.

ARTICLE 17 – PREMIUMS

17.01 An employee (other than a SISS Teacher or Orientation Facilitator) required to work the majority of their hours outside of the hours of 8:30 a.m.- 4:30 p.m. shall be paid a shift premium of a dollar thirty-five cents (\$1.35) per hour for that shift.

17.02 A weekend premium of a dollar thirty-five cents (\$1.35) per hour shall be paid to an employee (other than a SISS Teacher or Orientation Facilitator) for all hours worked on any shift that falls on a Saturday or Sunday.

17.03 Shift and/or weekend premiums will not be payable while an employee is receiving overtime rates. Premiums shall not be payable to students unless they work in excess of three (3) hours on a shift and if so, the shift premium will apply only to those hours worked in excess of three (3) hours. A "student" shall mean a person who is attending middle school, high school, vocational school, community college or university.

ARTICLE 18 - PAID HOLIDAYS

18.01 The Employer recognizes the following as paid holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
	National Day of Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

and the last four (4) hours on the employee's last regularly scheduled day or shift prior to Christmas and the last four (4) hours on the employee's last regularly scheduled day or shift prior to New Year's Day or one (1) full day prior to Christmas or New Year's Day, at the Employer's choice and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

When any of the above holidays falls on Saturday or Sunday, the following Monday and/or Tuesday shall be deemed the holiday.

In recognition of the significance of the National Day for Truth and Reconciliation and the spirit which has led to its establishment, all are encouraged to use the day for purposes of study and reflection.

18.02 Compensation for Holidays

(a) Full-time Employees

All full-time employees will receive the designated general holiday off with pay. An employee required to work on a holiday shall be paid at the regular rate, plus one and one-half (1½) days off with pay, to be taken at a time mutually agreed upon by the Employer and employee.

(b) Part-time and Term Employees

For part-time and term employees, the pay for a General Holiday for which they have not worked will be equivalent to the average daily earnings over the four (4) week period immediately preceding the General Holiday.

When these employees are scheduled to work on a General Holiday, they will receive one and one-half times (1½ x) their basic pay. All hours worked on the general holiday shall be taken at a time mutually agreed upon by the Employer and the Employee.

18.03 For ESL Teachers and Orientation Facilitators, sessions falling on a general holiday (as per 18.01) will be cancelled.

18.04 Substitutions of Statutory Holidays

In recognition of our diverse workforce and the importance of respecting individual cultural practices, employees may request to substitute designated statutory holidays with holidays that align with their own cultural observances. This policy is intended to offer flexibility and support for employees who observe holidays that are not covered by the standard statutory holidays.

a) Guidelines for Substitution:

Eligibility: All employees who observe holidays not recognized as statutory holidays are eligible to request a substitution.

b) Approval Process:

Employees must submit a written request to their supervisor at least 30 business days in advance of the statutory holiday they wish to substitute.

The request should include the specific statutory holiday to be substituted and the holiday the employee wishes to observe instead.

Approval will be based on operational requirements, ensuring there is minimal disruption to business operations.

c) Limitations:

The substituted holiday must occur within the same twelve (12) months the statutory holiday being replaced.

Employees may substitute a statutory holiday for an alternate

holiday on a one-for-one basis.

This section does not apply to the National Day of Truth and Reconciliation.

18.05 Paid Time Off:

The substituted holiday will be treated as a paid holiday, just as the statutory holiday would have been. By accommodating diversity through this substitution policy, we aim to create an inclusive workplace where all employees feel respected and supported in observing their traditions.

ARTICLE 19 - VACATIONS

19.01 The vacation year shall be from the beginning of the pay period which includes April 1st of one year to the end of the last completed pay period in March of the following year.

Employees shall accumulate vacation credits calculated on the basis of time worked in the current vacation year to be taken as vacation at their basic rate of pay during the following vacation year.

Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than five (5) years' service are entitled to four (4) weeks of vacation to be taken in the vacation year following the year in which the vacation is earned.
- (b) Employees who have completed five (5) years' service are entitled to five (5) weeks of vacation to be taken in the vacation year following the year in which the vacation is earned.
- (c) Employees who have completed twenty (20) years' service are entitled to six (6) weeks of vacation to be taken in the vacation year following the year in which the vacation is earned.
- (d) Part-time staff working regularly are entitled to vacation on a prorated basis.

- (e) In recognition of length of service, employees shall receive three (3) additional days of vacation on completion of fifteen (15) years of continuous service, and then again on completion of twenty-five (25) years of continuous service. The additional three (3) days shall be granted in the fiscal year in which the employee's long-term service anniversary date falls and is not cumulative. Part-time employees shall be entitled to a prorated portion of this benefit.

19.02 Compensation for Holidays Falling on Vacation

If a paid holiday falls or is observed during an employee's vacation, they shall be allowed an additional vacation day with pay at a time mutually agreeable to employee and Employer.

19.03 Carry-over of Vacation Credits

An employee may carry over up to five (5) days of vacation credits for the next consecutive year. Anything beyond that may only be carried over with the consent of the Employer.

19.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to proportionate payment of salary or wages in lieu of such vacation, prior to termination.

19.05 Unbroken Vacation Period

An employee shall be entitled to receive up to four (4) weeks of their vacation in an unbroken period provided it is mutually agreed between the employee and the Employer.

19.06 Preference in Vacations

Vacations shall be granted on the basis of seniority, having regard to the staffing needs of the Employer.

19.07 Approved Leave of Absence during Vacation

Health leave, bereavement leave and other approved leave of absence with or without pay shall not run concurrently with vacations. Vacation periods so interrupted may be extended or taken at a later date at a

mutually agreed upon time. The Employer may request a doctor's certificate to substantiate any illness.

19.08 Term Employees

Term employees will receive vacation pay bi-weekly. The rate of calculation shall be as outlined in Article 19.01.

ARTICLE 20 - HEALTH LEAVE

20.01 Health Leave Defined

Health leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined by order of a physician or as required by law, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

Where possible, appointments will be scheduled so as to minimize disruption to the Employer.

20.02 Health Leave

Health leave is granted to all full-time staff members at the rate of one and one-half (1½) working days per month, effective from the date of entering employment with the Employer. It may be accumulated up to a maximum of one hundred and twenty (120) working days. Part-time employees who work regularly receive health leave based on a proportionate basis. On the completion of term employment any unused health leave will be forfeited.

The Employer reserves the right to request a doctor's certificate for any absence beyond three (3) days before granting pay for that period of absence. If so, it will reimburse the employee for the actual cost of the certificate, up to thirty (\$30).

Each year, an employee may use up to **five (5)** days of their accumulated health leave as days off for personal reasons

20.03 Illness in the Family

Where no one other than the employee can provide for the needs

during illness of a member of their family, as defined in Article 21.13, an employee shall be entitled, after notifying their supervisor, to use a maximum of fifteen (15) accumulated health leave days per fiscal year for this purpose.

20.04 Health Leave Records

Upon request, the Employer shall advise each employee in writing of the amount of health leave accrued to their credit and amount of health leave used.

20.05 Extension of Health Leave Credits

A permanent employee with more than one (1) year of service who has exhausted their health leave credits shall be allowed an extension of their health leave to a maximum of fifteen (15) working days. Upon returning to duty, the employee shall repay the extension to health leave in full at the rate of one-half ($\frac{1}{2}$) the monthly accumulation. During the waiting period for Long Term Disability, the Employer will not terminate services or employment because health leave credits have been exhausted.

20.06 Any individual who is receiving wage loss payment from Manitoba Public Insurance shall be entitled to access accumulated health leave credits in an amount sufficient to provide payment of 100% of salary. Such employee shall also be entitled to benefits and pensions with contributions in accordance with Article 24.

20.07 Medical Fitness

At the request of the Employer, an employee may be required to have a medical examination from a duly qualified medical practitioner acceptable to the Employer from a list of practitioners mutually agreed upon between the Employer and the Union. The Employer shall pay for any and all costs incurred by the employee if the costs are not paid by the Manitoba Health Services.

20.08 Abuse of Health Leave

The parties agree that suspected abuse of health leave will be investigated and may include an immediate request for a medical certificate. Proven instances of abuse will result in disciplinary action being taken against the employee.

20.09 Workers' Compensation

The parties agree that an employee in receipt of Workers' Compensation Wage Loss benefits shall be entitled to apply an appropriate portion of their Health Leave accrual towards a 'top-up' of their WCB wage loss benefits from 90% of net pay to 100% of net pay.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, workshops, conferences or other union functions shall be allowed leave of absence with pay and benefits. Leave of absence with pay and benefits shall allow employees to attend Executive and Committee meetings of Canadian Union of Public Employees, its affiliated or chartered bodies. The Union shall reimburse the Employer for the costs of pay and benefits in such circumstances.

21.02 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority and without pay so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority and without pay during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence with pay and benefits and without loss of seniority for a period of two (2) years, and may be extended upon agreement. Such leave shall be renewed, on request, during their term in office. The Union shall reimburse the Employer for the costs of pay and benefits in such circumstances.

21.03 Jury Duty

When a staff member has been subpoenaed for jury duty or witness duty, or service, they shall be paid the difference between regular earnings and payment received for duty or service, exclusive of payment for travelling, meals or other expenses. In order to qualify for payment, the staff member must provide the Chief Executive Officer prior notice of their requirements to serve, and will present proper evidence of the service performed and the fee received.

21.04 Maternity/Parental Leave

An employee shall be entitled to seventeen (17) weeks of maternity leave and/or up to sixty-three (63) weeks of parental leave. The provisions of the *Employment Standards Code* of Manitoba, Sections 52 to 60, shall apply except where the provisions herein stated in this Article of the Collective Agreement are superior.

21.05 Benefits during Maternity/Parental Leave

During the period of maternity/parental leave vacation credits will be accrued providing the employee will return to work and remain in the employ of A & O: Support Services for Older Adults on a full-time basis for at least six (6) months, or on a prorated basis for part-time employees following their return to work.

21.06 An employee shall qualify for maternity leave and/or parental leave after completion of the probationary period.

21.07 When an employee decides to return to work after maternity and/or parental leave, they shall provide the Employer with at least two (2) pay periods' notice. On return from maternity and/or parental leave, the employee shall be placed in their former position or an equivalent position in the Agency.

21.08 During the seventeen (17) week duration of maternity leave, an employee shall have the right, if they so choose, to use accumulated health leave credits for that portion of the maternity leave during which they would have been unable to work due to health-related reasons. An employee claiming health leave in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health-related condition.

21.09 Benefits during Parental Leave

The employee shall have the right to continuation of benefits and pensions with contributions continuing as per Article 24.

21.10 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process their Canadian citizenship application with prior notification.

21.11 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing.

21.12 Paid Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of death of a parent, spouse (including common-law or same sex spouse), significant other (where significant other is a partner not residing at the same address), sibling, child, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancé(e) and any other relative who has been residing in the same household. Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed an additional two (2) days.

One (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

21.13 Serious Illness Leave and Compassionate Care Leave

In the case of the serious illness of a family member (defined as a parent, spouse (including common-law or same sex spouse), significant other (where significant other is a partner not residing at the same address), sibling, child, stepchild, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancé(e) and any other relative who has been residing in the same household), an employee will be entitled to the following leave;

An employee shall receive serious illness leave of three (3) regularly scheduled consecutive work days' leave without loss of pay and benefits, to provide care or support to a seriously ill family member.

In addition, 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) An employee may take no more than two (2) pay periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued; or
 - (B) if the leave was begun before the certificate was issued, the day the leave began, and
 - (ii) The family member requires the care or support of one (1) or more family members.
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (f) Unless the employee and the Employer otherwise mutually agree, an employee may end their compassionate care leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice of their expected return. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternative staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue for the period of leave.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 21.12.

21.14 Education Leave

The Employer will establish a program of educational leave to be implemented, financial resources permitting, and based on established current practices of the Agency, the goals of which are:

- (a) to promote professional upgrading;
- (b) to develop skills and techniques essential to the effective and appropriate provision of services and programs for the older adult;
- (c) to develop and acquire skills and knowledge in gerontology which will be shared by the staff in seminars and workshops immediately upon completion of the course.

Any employee may apply for education leave by submitting their request to the Employer. The request would include information pertaining to the (a) present position of the employee, (b) the study plan, and (c) costs of the education leave.

Selected applicants will receive reimbursement for costs arising from the education leave, depending on appropriate financial arrangements.

21.15 Training Costs

Upon approval of the Employer to an employee request, there may be payment or contribution to the expenses of employees participating in conferences, seminars, workshops, or other training/education courses, beneficial to the Employer.

Unless required by a third party to maintain professional standing, when the Employer requires an employee to participate in conferences, seminars, workshops, or other training/education courses, all costs and expenses will be borne by the Employer

21.16 Domestic Violence

In accordance with legislation in Manitoba, an employee will be

granted domestic violence leave to:

- (a) seek medical attention for him/herself or his/her minor child for a physical or psychological injury or disability caused by the domestic violence;
- (b) obtain services from a victim services organization;
- (c) obtain psychological or other professional counselling;
- (d) temporarily or permanently relocate to a safe place; or
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages.

22.02 Payment on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, not where an employee has requested to be assigned or where an employee is exercising their rights under Article 15 - Layoffs and Recall, their rate shall not be reduced.

22.03 Equal Pay for Equal Work

Employees shall receive equal pay for equal work, regardless of gender.

Understanding that it is the Employer's intent to maintain the categories and ranges and that employees will receive equal pay for equal work, if there are circumstances where employees are receiving salaries which are in excess of the ranges in which they are placed, such salaries shall be reviewed annually as individual cases.

22.04 Rate of Pay on Promotion

When an employee is promoted to a higher classification, such employee shall be placed in an incremental level in their new classification which will provide an immediate increase of salary. The date of promotion to the new classification shall become the anniversary date for salary progression.

22.05 Pay on Temporary Transfers, Higher Job Rate

When an employee is assigned by the Employer to temporarily performs the principle duties of a higher paying position for a period in excess of two (2) weeks, they shall receive the rate for the higher paying position. The employee shall qualify for any pay increments based on their length of service in their temporary assignment. Where the higher position is outside the bargaining unit, they shall receive the rate of pay of the position they are filling. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

22.06 Job and Training Expenses

As of April 1, 2025 the following rates shall apply:

- (a) Mileage will be paid at a rate of **fifty-six cents (56¢)** per kilometer when the employee is required to use an automobile in the performance of their duties. **For clarity mileage will not be paid between an employee's approved remote work location and the head office.**
- (a) Parking charges shall be paid by the Agency only when cars are necessary to the task undertaken.

If an employee is required by the Employer to maintain a car at the employee's regular work location, the Employer will reimburse monthly parking expenses up to one hundred and seventy dollars (\$170) per month. For clarity, the Employer retains discretion to decide on which employees will maintain a car, and where those employees will park.

If the Employer requires an employee to use his/her automobile on a casual basis, daily parking will be reimbursed to a maximum of seventeen (\$17) per day. If the Employer relocates, this will be revisited by the parties in good faith so as to determine whether this rate is still

appropriate in such new premises.

c) The Agency will reimburse employees as a subsidy for eligible meal costs (excluding alcoholic beverages and tobacco) in connection with authorized work assignments. Authorized work assignments require:

- entry into the employee’s electronic calendar;
- formal written approval from the employee’s direct supervisor;
- a travel distance of twenty-five (25) kilometers or more outside of the perimeter;
- the employee to be away for a minimum of six (6) hours.

In exceptional circumstances employees must consult their direct supervisor.

When an employee is required to be out of town for an overnight period the following per diem costs will apply for amounts up to, but not exceeding:

Breakfast	\$10
Lunch	\$14
Dinner	\$24

(or) \$48 per day

(d) Claims for general expenses necessarily incurred shall be reimbursed upon receipt.

(e) Unless specifically agreed to by the Employer in exceptional circumstances, mileage, parking charges and meal costs will be reimbursed on a monthly basis, after receipt and approval of a monthly expense report complete with receipts.

22.07 Severance Pay

Unless legislation is more favourable to the employees, all permanent full and part-time employees will receive four (4) weeks’ notice or four (4) weeks’ salary in lieu of notice. All other employees shall receive two (2) weeks’ notice or two (2) weeks’ salary in lieu of notice.

22.08 Anniversary Dates

The anniversary date for increments will be the actual date of employment or the date at which the employee is reassigned, at the

higher level. In the case of a lateral move or **move to a lower classification** the anniversary date remains the same. **Term or part-time employees** will receive increments upon completion of the equivalent of the full-time hours required (example: one year = 1,820 hours).

ARTICLE 23 - JOB CLASSIFICATION/RECLASSIFICATION

23.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent.

Prior to implementation, these job descriptions shall be presented for review to the Labour Management Committee.

23.02 Changes in Classification

When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification, falling within the bargaining unit, the Union shall be notified, and within thirty (30) calendar days the parties shall commence negotiations for the appropriate salary range. If the parties cannot agree on an appropriate salary range, the matter will be referred to arbitration in accordance with Article 10. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 Benefit Plans

The Employer and participating permanent full-time eligible employees shall make equal contributions to the Manitoba Municipal Employees' Pension Plan, and the Manulife Benefits Plan (or such replacement as may be agreed to by the parties) for extended health benefit plan, employee assistance plan and group insurance plan.

ARTICLE 25 - PRESENT CONDITIONS TO CONTINUE

25.01 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body,

the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the Employer.
- (b) All service credits relating to vacations with pay, health leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employees members with the new Employer.

ARTICLE 26 - GENERAL

26.01 Gender, Plural or Singular

Wherever a pronoun is used in this Agreement, it includes the pronoun for all genders. Where the singular is used, it includes the plural and vice versa, where the context so requires.

26.02 Unless otherwise specified, “days” refers to calendar days.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Except as hereinafter noted this contract shall be binding and remain in effect from **April 1, 2025, to March 31, 2029** and shall be continued for a subsequent twelve (12) month period thereafter unless either party gives to the other party notice in writing that it desires termination or amendment pursuant to Article 27.03.

27.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

27.03 Notice of Change

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fourteen (14) working days of receipt of such notice, by one party, the other party is required to enter into negotiations for a new agreement.

27.04 Agreement to Continue in Force

Where such notice requests revision only, the following conditions shall apply:

- (a) The notice shall state specific revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination date of the Agreement, any revision in terms mutually agreed upon, unless otherwise specified, apply retroactive to that date.

27.05 Retroactive Pay For Employees Who Have Resigned or Retired

An employee who has resigned or retired between the termination date of this Agreement and the ratification of a renewal of this Agreement shall be entitled to retroactive pay (if applicable) back to the later of their date of hire or the termination date of this Agreement.

Any such employee must submit a claim in writing to the Employer within thirty (30) calendar days of ratification, failing which the entitlement is waived.

27.06 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 28 - CHANGES

28.01 Advance Notice of Change

The parties recognize the value of joint consultation and agree to consult prior to the implementation of any major changes.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Employer shall be governed by the regulations and requirements of provincial, federal and municipal codes regarding health and safety in the workplace, including the establishment of a Safety and Health Committee composed of Union and Employer representatives.

Schedule A

April 1, 2025 - March 31, 2029

Classification	April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027		April 1, 2027 - March 31, 2028		April 1, 2028 - March 31, 2029	
	3.0%		2.6%		3.0%		2.5%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
B.S.W. (Social Worker)								
Step 1	\$57,308.53	\$31.49	\$58,798.55	\$32.31	\$60,562.51	\$33.27	\$62,076.57	\$34.11
Step 2	\$59,355.27	\$32.61	\$60,898.51	\$33.46	\$62,725.46	\$34.46	\$64,293.60	\$35.33
Step 3	\$61,543.16	\$33.81	\$63,143.28	\$34.69	\$65,037.58	\$35.73	\$66,663.52	\$36.63
Step 4	\$63,731.05	\$35.02	\$65,388.06	\$35.93	\$67,349.70	\$37.01	\$69,033.44	\$37.93
Step 5	\$66,280.29	\$36.42	\$68,003.57	\$37.36	\$70,043.68	\$38.49	\$71,794.77	\$39.45
Step 6	\$68,931.50	\$37.87	\$70,723.72	\$38.86	\$72,845.43	\$40.02	\$74,666.57	\$41.03

SafetyAid Coordinator (CATA & MATA, or CSEP & CEP)

Step 1	\$50,137.26	\$27.55	\$51,440.83	\$28.26	\$52,984.05	\$29.11	\$54,308.65	\$29.84
Step 2	\$52,142.75	\$28.65	\$53,498.46	\$29.39	\$55,103.41	\$30.28	\$56,481.00	\$31.03
Step 3	\$54,228.46	\$29.80	\$55,638.40	\$30.57	\$57,307.55	\$31.49	\$58,740.24	\$32.27
Step 4	\$56,397.60	\$30.99	\$57,863.93	\$31.79	\$59,599.85	\$32.75	\$61,089.85	\$33.57
Step 5	\$58,653.50	\$32.23	\$60,178.49	\$33.07	\$61,983.85	\$34.06	\$63,533.44	\$34.91
Step 6	\$60,999.64	\$33.52	\$62,585.63	\$34.39	\$64,463.20	\$35.42	\$66,074.78	\$36.30

Professional II (Intake, Housing, SafetyAid)

Step 1	\$46,651.40	\$25.63	\$47,864.34	\$26.30	\$49,300.27	\$27.09	\$50,532.78	\$27.77
Step 2	\$48,345.25	\$26.56	\$49,602.23	\$27.25	\$51,090.30	\$28.07	\$52,367.55	\$28.77
Step 3	\$49,968.53	\$27.46	\$51,267.71	\$28.17	\$52,805.74	\$29.01	\$54,125.89	\$29.74
Step 4	\$51,780.00	\$28.45	\$53,126.28	\$29.19	\$54,720.07	\$30.07	\$56,088.07	\$30.82
Step 5	\$53,285.64	\$29.28	\$54,671.07	\$30.04	\$56,311.20	\$30.94	\$57,718.98	\$31.71
Step 6	\$55,520.61	\$30.51	\$56,964.14	\$31.30	\$58,673.07	\$32.24	\$60,139.89	\$33.04

Professional Administrative/ Program Assistant

Step 1	\$36,982.37	\$20.32	\$37,943.91	\$20.85	\$39,082.23	\$21.47	\$40,059.28	\$22.01
Step 2	\$37,641.08	\$20.68	\$38,619.75	\$21.22	\$39,778.34	\$21.86	\$40,772.80	\$22.40
Step 3	\$38,252.75	\$21.02	\$39,247.32	\$21.56	\$40,424.74	\$22.21	\$41,435.35	\$22.77
Step 4	\$38,699.74	\$21.26	\$39,705.93	\$21.82	\$40,897.11	\$22.47	\$41,919.53	\$23.03
Step 5	\$39,711.34	\$21.82	\$40,743.83	\$22.39	\$41,966.15	\$23.06	\$43,015.30	\$23.63
Step 6	\$40,370.05	\$22.18	\$41,419.67	\$22.76	\$42,662.26	\$23.44	\$43,728.82	\$24.03
Step 7	\$41,099.35	\$22.58	\$42,167.93	\$23.17	\$43,432.97	\$23.86	\$44,518.79	\$24.46

S.I.S.S. ESL Teacher and Lead Teacher

Step 1	\$90,204.70	\$49.56	\$92,550.03	\$50.85	\$95,326.53	\$52.38	\$97,709.69	\$53.69
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S.I.S.S. Orientation Facilitators

Step 1	\$45,503.24	\$25.00	\$46,686.32	\$25.65	\$48,086.91	\$26.42	\$49,289.09	\$27.08
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S.I.S.S. Support Staff (Program Coordinator, Settlement Worker)

Step 1	\$45,503.24	\$25.00	\$46,686.32	\$25.65	\$48,086.91	\$26.42	\$49,289.09	\$27.08
Step 2	\$46,413.31	\$25.50	\$47,620.05	\$26.16	\$49,048.66	\$26.95	\$50,274.87	\$27.62
Step 3	\$47,341.57	\$26.01	\$48,572.45	\$26.69	\$50,029.63	\$27.49	\$51,280.37	\$28.18
Step 4	\$48,288.40	\$26.53	\$49,543.90	\$27.22	\$51,030.21	\$28.04	\$52,305.97	\$28.74
Step 5	\$49,254.17	\$27.06	\$50,534.78	\$27.77	\$52,050.83	\$28.60	\$53,352.10	\$29.31
Step 6	\$50,239.25	\$27.60	\$51,545.47	\$28.32	\$53,091.83	\$29.17	\$54,419.13	\$29.90
Step 7	\$51,244.03	\$28.16	\$52,576.38	\$28.89	\$54,153.67	\$29.75	\$55,507.51	\$30.50

IN WITNESS WHEREOF, this Agreement has been duly executed and signed
this **13th** day of **January 2025** **Winnipeg**, Manitoba.

**FOR THE EMPLOYER:
A & O: SUPPORT SERVICES FOR
OLDER ADULTS INC.**

A. Mauae

J. Harding

S. Miller

M. Keelan

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

[Signature]

J. Nichol

Madeline Nelson-Thomson

LETTER OF UNDERSTANDING

- BETWEEN -

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

- AND -

A & O: SUPPORT SERVICES FOR OLDER ADULTS INC.

RE: HYBRID WORK

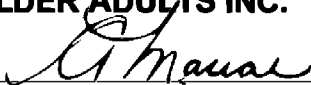
During the pandemic the Employer implemented a hybrid work schedule where (subject to changes based on operational requirements, or the Employer otherwise requiring employees to attend at work physically from time to time) employees were scheduled to work either at home or at the Employer's premises. The Employer presently anticipates maintaining this practice of hybrid work scheduling during the life of the Collective Agreement but reserves the right to change or cancel it on thirty (30) calendar days' notice.

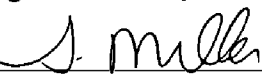
Provided it does not adversely affect operational requirements, the Employer may consider requests from employees for flexibility with respect to working from home. Requests must be pre-approved by the appropriate supervisor prior to working from home except in extenuating circumstances and will not be unreasonably denied.


The Employer is not responsible for any cost associated to a home/remote workspace.

Signed this 13th day of January 2025 at Winnipeg, Manitoba.


**FOR THE EMPLOYER:
A & O: SUPPORT SERVICES FOR
OLDER ADULTS INC.**

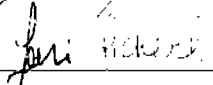


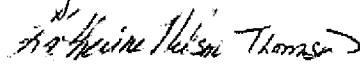




**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2348**







LETTER OF UNDERSTANDING

-BETWEEN -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

-AND-

A & O: Support Services for Older Adults Inc.

Re: MULTI-YEAR TERM EMPLOYEES


As a result of the agency signing new multi-year funding agreements, term staff who sign a contract exceeding a period of two (2) years, or have been offered a contract extension making the r term greater than two (2) years, will be eligible to access the following:


- Pension and benefits -Article 24 (eligible if 1.0 FTE)
- Accrued vacation - Article 19
- General holidays -Article 18.02 (b)
- Health leave -Article 20.02
- All other leaves as per Article 21

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 13th day of January, 2025, at Winnipeg, Maniitoba.

**FOR THE EMPLOYER:
A & O: SUPPORT SERVICES FOR
OLDER ADULTS INC.**





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

