



**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3085**

**- AND -**



**ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
(RESIDENTIAL PROGRAM)**

***TERM OF AGREEMENT:***

**SEPTEMBER 30, 2024 TO SEPTEMBER 29, 2028**

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**PREAMBLE**

**WHEREAS** it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the clients of the Employer,

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

**NOW, THEREFORE,** this Agreement witnesses that the parties hereto in consideration of the mutual covenants herein contained, agree with the other as follows:

**ARTICLE 1 - SCOPE OF RECOGNITION**

1.01           The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate MLB 5401.

1.02           Work of the Bargaining Unit

Persons who are not employees of the Employer shall not work on jobs on a regular and recurring basis which have been determined as being within the scope of the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training, demonstration or emergency. The Employer will provide the Union with purchase service usage statistics for the previous 3 months at each meeting of the Consultation Committee as referenced in Article 22.01.

1.03           No Other Agreements

No employees will be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 2 - DURATION**

2.01           (a)     This Agreement shall be in full force and effect from September 30, **2024**, to September 29, **2028**.

(b)     Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full

force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

- (c) The Union agrees to give to the Employer at least two (2) weeks (fourteen [14] **calendar** days) written notice as to the time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] **calendar** days) written notice as to the time and date of lockout action.

2.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.

2.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, serve notice of their intent to the other party.

- 2.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; and
- (b) hire, classify, promote, demote, layoff and recall employees and also to discipline and discharge any employee for just cause, provided that a claim by an employee that they have been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided, and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.

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

- 3.03 It is the exclusive function of the Employer to manage the homes and, without restricting the generality of the foregoing, the right to plan, direct the work force, determine the number of personnel required from time to time, services to be performed and the methods, procedure and equipment in connection therewith, the schedule of work, the right to assign jobs, increase or decrease the work force, determine the methods, duties and schedules of work, determine the job content and classification and to determine the number of employees in a classification, to set the quantity and quality of work to be performed, designate the place of work and curtailment or cessation of operation.

#### **ARTICLE 4 - UNION DUES - SECURITY**

- 4.01 As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) calendar days of commencing employment. No employee shall be required to resign if expelled by the Union and provisions of the *Labour Relations Act* of Manitoba shall apply in the case of "conscientious objectors".
- 4.02 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement.
- 4.03 The deduction of dues shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within two (2) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions. The Employer will remit the dues and the deduction list to the Union's National Office and shall provide a copy of the deduction list to the Local Secretary-Treasurer.
- 4.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 4.05 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4.06 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

**ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 5.03 When meeting with the Employer to conduct negotiations the maximum number of employees who will be entitled to leave of absence will be equal to the number of Employer representatives present for negotiations. The number of employee representatives will include any CUPE representative who may be chosen to represent the Union. The President of Local 3085 shall be invited to attend as an additional, non-voting member of the Bargaining Committee if the President belongs to a different bargaining unit. If the President of the Local attends, the Employer shall be able to invite an additional representative. The Union has a right to choose who will represent it and the Employer has a right to choose who will represent it.
- 5.04 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of grievances.
- 5.05 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the National Representative or designate.
- 5.06 Employees serving on the negotiating committee on behalf of the Union when revisions to this Agreement are being negotiated shall not suffer a loss of earnings of basic pay as a result, but the schedules for the said employees shall be established and adjusted if necessary such that they perform their regular duties to earn all hours paid and they are able to attend all negotiation meetings at times when they are not scheduled to work.
- 5.07 Employees may not conduct Union business during work hours or at any of the agency operated homes, except as may be required to assist in any investigation or settlement referred to in 5.04.
- 5.08 The Employer shall provide contact information of all employees every April and an orientation schedule of newly hired employees to the shop steward as soon as reasonably practicable. The shop steward, or other Union Representative, shall be given a scheduled fifteen (15) minutes during the orientation to share Union information. If the shop steward or Union Representative is unable to attend the orientation at the scheduled time, the Union will provide the Employer with a written package for each new employee with the Union's contact information.

## **ARTICLE 6 - NON-DISCRIMINATION**

6.01 It is agreed that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or family status, gender identity, place of residence, source of income, social disadvantage, or by reason of their membership or activity in the Union or any other reason contrary to the *Human Rights Code* of Manitoba as it may be amended from time to time.

### 6.02 Harassment

The Employer and the Union agree that no form of harassment (including personal harassment) or bullying 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 or bullying shall be treated in strict confidence by the **Human Resources Department** and Union Representative designated to investigate such matters, subject to respecting the rights of procedural fairness to anyone accused of wrongdoing. All concerns of harassment/bullying shall be presented to the Human Resource Co-ordinator. Should this person be the alleged harasser/ bully, the complaint shall be presented to the Executive Director. The complainant will be informed of each step of the process of the investigation and the findings.

The definitions of harassment and personal harassment shall be those found in *The Human Rights Code of Manitoba* and *The Workplace Safety and Health Act of Manitoba*.

6.03 **Co-workers must treat residents, fellow employees and management with respect. Employees shall not discuss co-workers' personal matters with other staff. Staff are required to keep matters confidential that are related to organization. Staff should never discuss personal matters related to a particular individual being supported while in the presence of other individuals being supported or visitors. Gossip and negativity towards other staff or the organization will not be tolerated and an employee found guilty of this offence may be disciplined.**

## **ARTICLE 7 - DEFINITIONS**

7.01 An "employee" is a person employed by the Employer and covered by this Agreement.

- 7.02 A "full-time" employee is one who regularly works at least thirty-five (35) hours per week or seventy (70) hours biweekly.
- 7.03 A "part-time" employee is one who regularly works less than full-time hours but has permanent hours biweekly.
- 7.04 A "term" employee shall be employed for a specific period of time. A term employee may also be employed until completion of a particular project to a maximum period of **eighteen (18) months. An employee in a term position may be required to complete the term before being considered for other term positions in the bargaining unit.**
- 7.05 A "probationary" employee is a newly-hired full-time, part-time or term employee who has not completed five hundred and twenty (520) hours of work from the date of hiring. This period may be extended if the Employer so requests, and the Union agrees, such consent not to be unreasonably withheld. **Where the probation is extended, the Employer will meet with the employee to discuss performance expectations.**
- A probationary employee shall have no right to challenge their dismissal during or at the conclusion of the probationary period, **unless there are allegations of discrimination.**
- 7.06 A "grant" employee is one who is employed under the conditions of a specific government or agency grant and whose duties are not primarily those in which regular full-time and part-time staff would normally be engaged. Grant employees shall receive wages and benefits according to the provisions of the grant.
- 7.07 A "casual" employee is an employee who is not full-time, part-time or term and who works irregularly and is not scheduled on a regular basis. The terms of this Agreement shall not apply to casual employees, except as follows:
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
  - (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
  - (c) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one-half (1.5) times the rate set out in (b) above.
  - (d) Casual employees shall be entitled to overtime pay at the rate of one and one-half (1.5) times the rate set out in (b) above.

- (e) Casual employees shall be subject to dues deduction as reasonably required by the Union in a non-discriminatory manner, e.g. based on the current percentage principle.
- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (g) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours' pay at the basic rate.
- (h) Casual employees shall have access to the grievance and arbitration articles herein only for an alleged breach of this Article (7.07).
- (i) When a casual employee accepts a part-time or full-time position, the hours they have worked in the year prior to accepting the position shall be counted in establishing their wage rate and seniority.
- (j) Full or part-time employees whose status is changed to "casual" and who revert to full or part-time status within one year of the loss of full or part-time status shall have their previous seniority as a full or part-time employee recognized when full or part-time status is regained. These employees' previous seniority shall not be recognized for any purpose while holding "casual" status.
- (k) **Casual employees who do not work for a period of three (3) months without a justifiable reason shall be considered to have had their service broken. Any subsequent hours worked shall be accumulated as a new hire.**

7.08 **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A pronoun used in the plural applies also in the singular unless the context otherwise requires.**

7.09 The term "Employer" and/or "Residences" shall mean Inclusion Selkirk.

7.10 The term "Union" or "CUPE" shall mean the Canadian Union of Public Employees, Local 3085.

#### **ARTICLE 8 - UNION BINDERS**

8.01 A binder for the use of the Union will be provided by the Employer in each home. All material put in the binder must be submitted to the immediate supervisor and is subject to their approval. Such approval shall be within five (5) days and not

unreasonably withheld. Employees shall be permitted to consult information contained in the binder during breaks.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

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

9.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

9.03 Step 1

Any grievance may be raised by an employee with their (excluded) supervisor at the first stage within seven (7) working days of the action complained of. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) working days of return or fourteen (14) days from the occurrence of the event giving rise to the grievance, whichever is the earlier. **If the grievance is not so raised prior to the expiry of the said number of days, it shall conclusively be deemed to have been abandoned.**

9.04 Step 2

If the grievance is not resolved within thirty (30) working days after being discussed with the supervisor, the Union may submit the grievance in writing to the Executive Director or designate. The Executive Director or designate shall hold a grievance hearing with the employee and a representative of the Union. The Executive Director shall render a decision, in writing, within seven (7) days after the grievance hearing. If the grievance is not so submitted prior to the expiry of the said thirty (30) working days, it shall conclusively be deemed to have been abandoned.

9.05 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Executive Director or designate within fourteen (14) days from the occurrence of the event, giving rise to the grievance. **If the grievance is not so submitted prior to the expiry of the said fourteen (14) days, it shall conclusively be deemed to have been abandoned.**

9.06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance in writing directly to the Executive Director or designate, within fourteen (14) days from the time the Union became aware or should reasonably

have become aware of the event giving rise to the grievance. **If the grievance is not so submitted prior to the expiry of the said fourteen (14) days, it shall conclusively be deemed to have been abandoned.**

9.07 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

**9.08 The time limits in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.**

#### **ARTICLE 10 - ARBITRATION PROCEDURE**

10.01 Within ten (10) working days after receiving the reply of the Executive Director and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no action is taken by either party within the said ten (10) day period, the grievance will conclusively be deemed to have been abandoned.

10.02 Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:

- (a) Karine Pelletier
- (b) Keith Labossiere
- (c) A. Blair Graham, Q.C.

10.03 The Arbitrator so appointed 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.

10.04 The Arbitrator shall determine their own procedure but shall provide full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute and render a decision within thirty (30) calendar days from the conclusion of the hearing.

10.05 The final decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed, except that either party may apply within five (5) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the decision.

10.06 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

- 10.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 10.08 The time limits in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.
- 10.09 The grievance and arbitration proceedings set out herein are intended to be exhaustive of the remedies of the parties and the employees, and in particular, any employee who feels that they have been unjustly dismissed from employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.

### **ARTICLE 11 - SENIORITY**

- 11.01 **Subject to 11.03(a)**, seniority shall be defined as total accumulated paid hours calculated from the date the employee last entered the service of the Employer.
- 11.02 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, meet the physical requirements of the position in question and have a satisfactory employment record. Where more than one (1) employee meets the above criteria, the position shall be awarded based on seniority among the qualified applicants working within the home where the vacancy exists. Where there is no qualified applicant within the home where the vacancy exists, the position shall be awarded to the most senior qualified applicant working elsewhere for the Employer.
- The senior employee as per the above requirements will meet with the clients of the home prior to being declared the successful applicant for the position in question. If the clients and Management determine that the employee is acceptable, the employee will be awarded the position. Otherwise the next most senior qualified applicant who is acceptable to the clients will be awarded the position.
- 11.03 (a) Seniority will continue to accrue if an employee:
- (i) is on any period of paid sick leave;
  - (ii) is on any period of paid vacation;
  - (iii) is on any paid bereavement leave;

- (iv) is on any period of Workers' Compensation benefits (up to twenty-four [24] months);
  - (v) is on any period of long term disability (up to twenty-four [24] months);
  - (vi) is on any maternity, parental **or any other** leaves prescribed in the *Employment Standards Code* where **employment is deemed to be continuous**; or
  - (vii) is on any compassionate care leave taken in accordance with Article 16.13.
- (b) Seniority and employment within the bargaining unit will terminate if an employee:
- (i) resigns;
  - (ii) is discharged for just cause and is not reinstated under the grievance or arbitration procedure;
  - (iii) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;
  - (iv) is laid off for more than twelve (12) months;
  - (v) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
  - (vi) fails to communicate with the Employer or report to work as required in Article 20.03 (Layoff and Recall);
  - (vii) is absent from work for two consecutive working days without a written leave of absence, unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered satisfactory reason;;
  - (viii) is on any period of Workers' Compensation leave (longer than twenty-four [24] months) and cannot be accommodated to work without undue hardship; or**
  - (ix) is on any period of long-term disability (longer than twenty-four [24] months) and cannot be accommodated to work without undue hardship.**

11.04

The Employer agrees to maintain a seniority list showing the hours worked or accrued in accordance with Article 11.03 (a) for all employees. On April 1<sup>st</sup> of

each year, an up-to-date seniority list shall be placed in the Union binder in each residence and copies sent to the shop stewards and the National Representative.

## **ARTICLE 12 - SICK LEAVE AND FAMILY LEAVE**

12.01 Sick leave means the period of time an employee is absent from work **scheduled pursuant to 17.03 or picked up at least forty-eight (48) hours in advance of the sick day** with full pay by virtue of being sick.

Employees are required to make medical or dental appointments outside of working hours. Where this is not possible due to specialist appointments or regularly scheduled day shifts, the employee may access accumulated sick leave provided they inform their supervisor immediately upon learning of the appointment.

12.02 Sick leave shall be earned at the rate of one (1) day for each and every month an employee is employed to a maximum of **one-hundred and twenty (120) days**. Part-time employees' **accrual of sick leave** will be prorated.

12.03 An employee who will be absent from work in accordance with Article 12.01 shall be responsible to give direct notice to the on-call delegate as follows:

- Prior to the day shift - one (1) hour
- Prior to the evening shift or an evening shift with stipend attached - three (3) hours
- Prior to a standalone stipend shift or an awake overnight shift - four (4) hours

An employee who does not provide notice as above, without valid reason, may not be entitled to sick leave. Employees shall have the right to Union representation when there is a question to the validity of the time of their call. Direct notice is defined as a voice mail message to the on-call delegate including name, contact number, reason for absence, and including the type of leave sought to be used (sick, bereavement, etc.).

12.04 An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency or when the surgery date has been moved up.

12.05 In the second payroll of April in each year employees will receive written confirmation of sick time accrued.

12.06 The Union agrees that in cases of suspected abuse of sick leave disciplinary action may be taken by the Employer. The Union further agrees to work with management in the review of sick leave utilization.

12.07 An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid family leave each year, but only to the extent that the leave is necessary:

- (a) for the health of the employee; or
- (b) for the employee to meet their family responsibilities in relation to a:
  - (i) spouse, common-law partner;
  - (ii) child, parent, brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
  - (iii) the spouse or common-law partner of a person set out in (ii);
  - (iv) the persons set out in (ii) and (iii) as they relate to the employee's spouse or common-law partner; or
  - (v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

An employee wishing to take family leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

12.08 An employee taking family leave under 12.07, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the family leave.

12.09 The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's illness, fitness to return to work, to determine the approximate length of illness, or in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer to question the validity of the absence. Failure to provide such a certificate when requested will disqualify an employee from sick leave benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. The Employer will cover any costs over twenty dollars (\$20) associated with medical notes or reports that it requires.

### **ARTICLE 13 - VACANCIES, PROMOTIONS, TRANSFERS AND TRAINING**

13.01 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) working days. Such postings shall state required

qualifications, current or anticipated shift, and/or hours of work and wage rate. Such qualifications shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

No external candidate shall be considered until the applications of present Union members have been fully processed.

13.02 The name of the successful applicant for any position posted in accordance with this article will be revealed in writing within five (5) working days of the decision in the staffing binder and the notice shall be left in the binder for a period of at least seven (7) working days.

13.03 All promotions and voluntary transfers are subject to a five hundred and twenty (520) hour trial period, during or at the conclusion of which the employee may be returned to their previous position, as soon as operational requirements permit, if in the opinion of the Employer the employee is unsuited to the position tried, or if they wish to revert voluntarily to their former position. The replacement employee may be subject to immediate layoff without notice, subject to this clause.

Trial periods may be extended by mutual consent.

13.04 Employees shall not be eligible to apply for transfer during their probationary period unless the Employer permits such transfer, in its sole discretion. An employee who transfers into a new position while on probation shall begin probation again in the new position as though the employee was a new hire.

13.05 (a) Employees shall be encouraged and may be required to improve their performance by participating in available training programs. Where an employee takes such a program at the order or request of the Employer, the Employer will pay the tuition. The Employer may cover tuition and/or wages for other courses taken by the employee at their own initiative, at the discretion of the Employer.

(b) Where an employee is scheduled to attend a training session paid for by the Employer and does not attend, the employee will be required to obtain the training within a thirty (30) day period at their own cost, and on their own time. If the training is not completed in a timely fashion, disciplinary action may be taken unless an explanation acceptable to the Employer is provided.

13.06 (a) The Employer will maintain an "Availability List". Employees desirous of working more hours, or of not working certain hours, shall so indicate to the Employer in writing and the request shall remain on file until the employee's service is terminated or the employee asks in writing to have the request rescinded. The Employer shall take such requests into account

when more hours become available for the employees in the unit. Except where, in the opinion of the Employer, there are exceptional circumstances, employees may only change their "Availability" twice per year, or in the case of students, once per semester.

- (b) Should a part-time employee on the availability list refuse to accept a shift within their stated availability on three (3) occasions without an explanation satisfactory to the Employer, the Employer will notify the employee in writing and a meeting will be arranged to discuss the matter. Union representation will be offered for the meeting. If after the meeting the Employer is unsatisfied with the explanation, the employee will not be offered additional hours from the availability list until the next seniority list is posted.

13.07 Since each department requires specific and unique employee skills and talents an employee engaged in one department is not necessarily qualified for employment in another department. In order to be employed in another department, the employee must be interviewed and selected for that position.

A "Department" is a residential living unit. There may be more than one department at the same street address. For example, there may be a communal residence unit and a supported independent living unit located in the same building. They would however be two separate departments.

13.08 It is the employee's responsibility to advise the Employer in writing three (3) months prior to the expiry of **their** First Aid Certificate so recertification can be scheduled. If First Aid is not current, an employee may be suspended until recertification is completed.

**ARTICLE 14 - ANNUAL VACATIONS**

14.01 The vacation year shall be from the first day of April in the one year to 31<sup>st</sup> day of March in the next year.

14.02 Annual vacation shall be earned as shown below:

- Two (2) weeks after completing one (1) year of service
- Three (3) weeks after completing three (3) years of service
- Four (4) weeks after completing eight (8) years of service
- Five (5) weeks after completing twelve (12) years of service
- **Six (6) weeks after completing sixteen (16) years of service**

14.03 Vacation entitlement for an employee who has completed less than one (1) year of continuous employment as of March 31<sup>st</sup> shall be determined by a **proration**

calculation based upon the above entitlement and the regular hours worked to March 31<sup>st</sup>.

- 14.04 Management will endeavour to accommodate infrequent vacation requests for extended vacation time by allowing carry forwards or borrowing from earned future entitlements. **If at the time of termination of employment the Employee has been paid for vacation in excess of the accrued entitlement, such excess vacation pay shall be deducted from the Employee's final pay.**
- 14.05 The Employer will post a projected vacation entitlement list no later than February 1<sup>st</sup>. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. All of the employees' vacation shall be chosen at this time except for five (5) days which the employee may choose to hold back for the purpose of taking such time off for personal reasons such as religious observance or special occasions as long as adequate notice is given in order to accommodate scheduling. Priority in the selection of dates shall be given to employees having the most seniority. An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time where other employees have indicated their preference. Taking into account the requirements of the homes, the Employer shall be responsible for granting the approval of the vacation schedules and posting the same by April 30<sup>th</sup> of each year.
- Except in extenuating circumstances, an employee who fails to indicate their choice of vacation dates in accordance with the foregoing shall have their vacation scheduled **by the Employer** in consultation with the **employee**.
- 14.06 Employees entitled to a two (2) week vacation will receive four percent (4%) of regular wages exclusive of overtime and vacation pay earned in **the prior year**; those qualifying for a three (3) week vacation shall receive six percent (6%) of **regular wages exclusive of overtime and vacation pay earned in the prior year**; those qualifying for a four (4) week vacation shall receive eight percent (8%) of **regular wages exclusive of overtime and vacation pay earned in the prior year**; those qualifying for a five (5) week vacation shall receive ten percent (10%) of **regular wages exclusive of overtime and vacation pay earned in the prior year**. Those qualifying for a six (6) week vacation shall receive twelve percent (12%) of **regular wages exclusive of overtime and vacation pay earned in the prior year**.
- 14.07 **Other than the five (5) days which may be held back from scheduling in accordance with 14.05**, vacation will be scheduled in continuous one (1) week periods, unless otherwise mutually agreed between the employee and the Employer. Where operational needs permit (in the opinion of the Employer) and the employee wishes it, a continuous vacation period will be granted. Vacation entitlement is to be **used** in each year and not to be carried forward under any

other circumstances other than those outlined in Article 14.05. The vacation schedule is not to be altered except with the written approval of the Employer.

**ARTICLE 15 - GENERAL HOLIDAYS**

15.01 The following are recognized as general holidays for the purposes of this Agreement:

- |                      |   |
|----------------------|---|
| New Year's Day       | Louis Riel Day  |
| Good Friday          | Victoria Day  |
| Canada Day           | Terry Fox Day   |
| Labour Day           | <b>Orange Shirt Day</b> (National Day for Truth & Reconciliation) |
| <b>Easter Monday</b> | Thanksgiving Day  |
| Remembrance Day      | Christmas Day   |
| Boxing Day           |   |

and any other day proclaimed as a universal paid holiday by statute or the Provincial Government.

15.02 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) times their basic rate of pay, **and** will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

15.03 If a general holiday falls on the regular day off of an employee or during their annual vacation, they shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

15.04 If a general holiday falls on a day on which an employee is receiving sick leave benefits, they shall be paid for the holiday and such pay shall not be deducted from sick leave credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from sick leave credits for that day at their basic rate of pay. When an employee has exhausted sick leave credits and is still unable to work, they shall receive holiday pay only if they meet the requirements of Article 15.05 (a).

15.05 In order to qualify for a holiday or for holiday pay, the employee must have:

- (a) worked their first scheduled workday before and the day after the holiday, unless ill or on excused absence due to accident or other reason; and

- (b) reported to work on the holiday if called to work by the Employer except where the employee is ill, dismissed or laid off.

15.06 If a part-time employee loses hours due to a general holiday, additional hours will be scheduled if necessary to prevent loss of pay.

**ARTICLE 16 - LEAVE OF ABSENCE**

16.01 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible. **No leave of absence shall be given to any employee to try or do employment outside of Inclusion Selkirk.**

16.02 Employees will be granted maternity leave and parental leave in accordance with the provisions of *The Employment Standards Code* of Manitoba, as it may be amended from time to time. In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.

16.03 **Bereavement Leave**

- (a) An employee shall be granted up to five (5) regularly scheduled work days' leave without loss of pay and benefits in the case of the death of a parent, **spouse**, common-law spouse (minimum one [1] year cohabitation), **child, current foster child, sibling**, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, former guardian, fiancé(e), grandparent and great-grandparent.

**Necessary time off up to one (1) day without pay may be granted an employee to attend a funeral of an aunt, uncle, niece, nephew at the reasonable discretion of the manager.**

Necessary time off up to one-half (½) day at basic pay may be granted an employee to attend a funeral as a pallbearer. An employee may request time off without pay to attend a funeral as a mourner. Such permission shall be at the reasonable discretion of the Manager. Additional time off without pay for travel may be granted depending on operational needs.

Such days may be taken only in the period which extends from the date of death, up to and including three (3) days following internment or five (5) calendar days following the death, whichever is greater. **two (2) days** may be retained for use when the actual internment or cremation is a later day.

The time referenced above shall not be considered as needed during periods when an employee is on an extended leave, statutory holidays or days during which sick leave is being utilized.

- (b) An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid bereavement leave on the death of a:
  - (i) spouse, common-law partner;
  - (ii) child, parent, brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
  - (iii) the spouse or common-law partner of a person set out in (ii);
  - (iv) the persons set out in (ii) and (iii) as they relate to the employee's spouse or common-law partner; or
  - (v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

Before taking a leave under this section, the employee must give the Employer notice of the amount and timing of the leave to be taken and of the death to which it relates. If requested by the Employer, the employee must also provide evidence of their entitlement to the leave.

- (c) Where both 16.03 (a) and 16.03 (b) may apply, for example on the death of a parent, child or spouse, the employee may choose to take a leave under either (a) or (b), but not both.

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

16.05 **Citizenship Leave**

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

16.06 **Union Leave**

Upon at least two (2) weeks' prior written request to the Employer (**or more if reasonably possible**), an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department. The

Employer will pay the employee in the regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during their leave of absence, and for any other cost incurred by the Employer. The employee's shift will be filled in accordance with Article 18.

- 16.07 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 their term of office.
- 16.08 An employee shall be entitled to leave of absence at a time when operational requirements permit without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.
- 16.09 If an employee is designated by Management to attend a funeral on behalf of the Employer, the time spent attending the funeral will be treated as time worked.
- 16.10 An employee who is required by subpoena to attend a court of law or coroner's inquest **related to their work for the Employer** shall not suffer any loss of regular earnings. The Employer shall pay such an employee the difference between regular earnings and the payment received for witness attendance fees or conduct money, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received.
- 16.11 **An employee summoned for jury duty is entitled to an unpaid leave in accordance with *The Jury Act*.**
- 16.12 An employee selected to participate in the Special Olympic Games as an athlete or as an official shall, with the approval of the Employer, be allowed up to three (3) months' **unpaid** leave of absence to prepare and participate. Seniority shall accrue during this leave.
- 16.13 Compassionate Care Leave  
  
**Compassionate Care Leave shall be granted in accordance with *The Employment Standards Code*.**
- 16.14 Interpersonal Violence leave shall be granted in accordance with *The Employment Standards Code*.

**ARTICLE 17 - HOURS OF WORK**

- 17.01 The regular hours of work are to match operational need, averaging forty (40) hours per week over a two (2) week cycle with hours in excess of eighty (80) in a two (2) week cycle to be deemed overtime. Regular daily hours of work shall not exceed twelve (12) hours.

- 17.02 To meet the needs of clients, it is recognized and agreed that employees must remain at work from the start of their shift until it ends unless sent home by the Employer. All meal periods and rest periods shall be taken with the residents as required and be time paid.
- 17.03 A schedule shall be posted for Residential employees four (4) weeks in advance and Supported Independent Living and Respite employees one (1) week in advance. Once posted, the Residential shift schedule shall not be changed without the knowledge of the Manager and employee, and the Supported Independent Living and Respite shift schedule shall not be changed without the knowledge of the Supported Independent Living Coordinator, person receiving support, and the employee.
- 17.04 An employee who reports for work as scheduled who has not been notified in advance of the cancellation of work and finding no work available shall be paid a minimum of three (3) hours pay at their basic rate of pay.
- 17.05 Employees working consecutive hours in their regular shift as of May 20, 2009 shall continue to work consecutive hours. Such employees shall not be required to work split shifts as part of their regular rotation.
- 17.06 Full-time employees who, as of May 20, 2009 were receiving consecutive days off as part of their regular rotation shall continue to receive consecutive days off.
- 17.07 It is understood employees shall consider all safe options of arriving to work before using inclement weather as a reason to call in.
- Should weather advisories recommend no traveling on highways outside of the City of Selkirk that employees must travel on to get to work, and public transportation and/or cabs not be available, affected employees will be able to use accumulated vacation or income protection to ensure there is no loss of pay.
- With prior approval from the Manager or on call designate, employees may charge a cab fare in these conditions and reimburse the Employer the Friday after the next payday.

**ARTICLE 18 - OVERTIME AND SHIFT CHANGES**

- 18.01 Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay per hour for all authorized overtime hours worked, such time to have been authorized in such manner and by such person as may be prescribed by the Employer. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a written

report prepared by the employee before leaving the home substantiating the reason for the overtime work.

18.02 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of equivalent time off at the overtime rate.

18.03 Vacant shifts shall be offered to employees in a manner that minimizes overtime costs for the Employer. Priority shall be as follows:

- (a) Employees within the home where the work is to be done, who will not attract overtime by virtue of working the shift will be offered the shift first.
- (b) If the shifts cannot be filled through (a), then casual employees may be used to fill the shift, where the casual employee will not attract overtime by virtue of working that shift.
- (c) If the shifts are not filled through (a) or (b), then employees from homes other than the home where the work is to be done, who will not attract overtime by virtue of working the shift, will be offered the shift.
- (d) If the shifts are not filled through (a), (b), or (c), the shift will be offered to the employee who will attract the least amount of overtime by virtue of working the shift, regardless of the home in which the employee works. If two or more employees will attract the same amount of overtime, the shift will be offered first to employees working within the home where the shift is to be worked, and, if this does not resolve the matter, by seniority.

Employees who have indicated that they are not available for work at the time of the shift to be filled, or who do not have a specific qualification required for the shift shall not be texted or called by the Employer and should not accept such a shift if texted or called. Employees who would be working overtime by virtue of working an offered shift are responsible for so advising the Employer and may not be granted the shift on that basis.

18.04 Where the vacant shift or overtime to be filled:

- (a) is on a weekday (other than a holiday), and is to commence within the next twenty-four (24) hours; or
- (b) is on a weekend or holiday, and is to commence within the next forty-eight (48) hours,

the Employer will award the shift or overtime to the first employee with whom it connects and who accepts the shift. For example, the Employer will text or call employees and the employee who accepts the shift first will be awarded the work. Employees who would be working overtime by virtue of working an offered shift

are responsible for so advising the Employer and may not be granted the shift on that basis.

- 18.05 No employee shall be required to work overtime against their wishes when other qualified employees within the same classification are available and willing to perform the required work, but if no one is willing, then an available employee may be required to work.
- 18.06 An employee required to work overtime for a period in excess of **two (2)** hours immediately following their hours of work shall be supplied with a hot meal or if no hot meal is available within the department, a payment of **twenty dollars (\$20)** in lieu thereof.
- 18.07 Employees' requests for shift exchanges shall be submitted in writing by the employee requesting the exchange, clearly identifying the name of the employee who has agreed to make the change. These requests are subject to the approval of the Supervisor/delegate and shall not result in overtime costs to the Employer, and shall be submitted with as much notice as possible, preferably more than seventy-two (72) hours, except in extenuating circumstances, provided verbal approval from the Coordinator or designate has been obtained. Except in exceptional circumstances, employees will be limited to two (2) shift changes per month.
- 18.08 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.
- 18.09 The employee will be responsible for notifying the Employer prior to accepting additional available hours, where overtime will be incurred. Should the employee fail to do so, straight time rate of pay will be paid for the hours in question.
- 18.10 Employees who are mandated to work in accordance with Article 18.05 shall be paid overtime for all such mandated hours. Where an employee incurs cancellation costs with respect to a previously arranged appointment due to being mandated, the Employer will reimburse such costs upon provision of a receipt.

#### **ARTICLE 19 - TEMPORARY ASSIGNMENT**

- 19.01 In the event an employee is assigned temporarily for a period in excess of one (1) day to a higher paid position within the bargaining unit, and provided the employee carries out substantially all of the duties and responsibilities of the position, they shall be paid at the wage rate of the temporarily assigned position.

**ARTICLE 20 - LAYOFF AND RECALL**

- 20.01 To be eligible for recall, employees must file their names, **telephone numbers, email addresses** and current addresses with the Employer at the time of layoff and each two (2) months thereafter **or anytime there is a change to this information.**
- 20.02 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address **or emailed with receipt acknowledged** and must be prepared to begin work at a time designated by the Employer.
- 20.03 The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in 20.02 and
  - (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 20.04 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that they decline employment in a lower classification than they held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 20.05 Notification of layoff shall be provided in accordance with the provisions of *The Employment Standards Code and Regulations*.
- 20.06 Notice of layoff shall be given by personal service or by registered mail to the employee **or by email with receipt acknowledged** and a copy of the notice will be provided to the Union.
- 20.07 A layoff shall be defined as a reduction in the work force or any permanent reduction of work.

**ARTICLE 21 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 21.01 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate.

- 21.02 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, where possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if they so desire.
- 21.03 If the action referred to in Article 21.02 results in a written warning, suspension, demotion, dismissal, **or any other discipline** of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail, email with receipt acknowledged to the employee's internal email address or personal service, with a copy being sent to the Union Representative.
- 21.04 Upon written request, an employee accompanied by a Union representative if they so elect, shall be given the opportunity to examine any document which is placed in their personnel file, provided no part is removed from the file, including but not limited to those documents which may be utilized to substantiate a disciplinary action against them, and **their** reply to any such document shall also be placed in their personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of their file at their own expense.
- 21.05 An Employee shall have the right to dispute any derogatory entry in their personnel file by providing the Employer with a written rebuttal to be placed on the personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents prior to the hearing.
- 21.06 There shall be one (1) personnel file maintained by the Employer for each employee.

## **ARTICLE 22 - COMMITTEES**

- 22.01 The parties hereto agree to a Consultation Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.
- 22.02 The **Consultation** Committee shall be composed of equal representation from the Employer and the local Union with the total committee not to exceed four (4) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees.
- 22.03 The **Consultation** Committee shall meet as and when required upon five (5) working days' written notice being given by either party.
- 22.04 The **Consultation** Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective

Agreement. The **Consultation** Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in its discussions. The **Consultation** Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 22.05 A **Workplace Safety and Health** Committee shall be established to examine all aspects of safety and health measures within the Facility. Membership on this committee shall comply with the *Workplace Safety and Health Act*.
- 22.06 Employees shall suffer no loss of regular earnings as a result of attending **Consultation Committee or Workplace Safety and Health Committee** meetings.

### **ARTICLE 23 - JOB DESCRIPTIONS**

- 23.01 Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the Union, and up-to-date job descriptions shall be provided to the Union upon request. Existing classifications shall not be eliminated or changed without prior notification to the Union.
- 23.02 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) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit or any dispute as to rate of pay, may be referred to the grievance and arbitration process for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

### **ARTICLE 24 - WAGES AND BENEFITS**

- 24.01 Employees shall be paid salaries in accordance with the schedule of wages attached to and forming part of this Agreement through a direct deposit payroll plan.
- 24.02 An employee being promoted from one level to another shall go to the **lowest** rate of the new level which provides an increase over their present wage level.
- 24.03 The Employer will supply washable aprons for employees' use as needed.
- 24.04 At the Employer's sole discretion new hires may be placed at a step on the wage scale reflective of their experience elsewhere.

24.05 A benefit plan for group insurance will be offered on the basis of an Employer contribution of fifty percent (50%) per month with the remainder of the premium cost to be borne by the employees, and conditional on unanimous participation among the bargaining unit. Employees covered by a spouse's plan may opt out of extended health and dental benefits. **Premiums for Long Term Disability (LTD) shall be deemed to be covered by the employee's share of the paid premiums. If the employee's share does not cover the full cost of the LTD premium, the employee shall pay the difference.**

24.06 **Group Pension Plan**

- (a) The Employer agrees to administer and remit payroll deductions for employees who are eligible for the Group Pension Plan.
- (b) The Employer shall have the right to make arrangements for the replacement of the current group pension plan provider, provided that the benefit levels are maintained or improved. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for the said changes.

**ARTICLE 25 - CLIENT VACATIONS**

25.01 During client trips which exceed twenty-four (24) hours in duration outside Selkirk city limits, the Employer and Union agree to the following terms and conditions:

- (a) Each employee will be compensated at twelve (12) hours at their regular rate of pay and their sleep over premium within each twenty-four (24) hour period (12 midnight to 12 midnight). Any time over the twelve (12) hours will be considered as voluntary time with no claim to wages and benefits.
- (b) The Employer will ask the regularly scheduled employees to accompany clients on vacations. If a regularly scheduled employee is unable to accompany the clients then they will be given preference for available additional hours within the home to the equivalent of lost hours or four weeks from the date of the last missed shift, whichever occurs first.
- (c) The Employer will ask employees to accompany clients, ensuring fair and equitable rotation amongst staff within the home. Employees can accept this work on the above conditions by mutual agreement. Should a designated general holiday occur during the planned vacation, twelve (12) hours at one and one-half (1½) times the regular rate of pay and their sleep over premium will be the appropriate wage rate for the twenty-four (24) hour period. Any lieu time will be determined by General Holiday article.

Dated this 18<sup>th</sup> day of July, 2025.

**FOR:  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
OPERATING AS INCLUSION SELKIRK**

DocuSigned by:  
Maria Freeman  
2065903A4062418...  
Katlee Liljegren  
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**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

Cameron Stij + [unclear]  
Shan [unclear]  
[unclear]  
[unclear]

JO/jad/cope 491  
July 18, 2025

**SCHEDULE A**

**SCHEDULE OF WAGES  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.**

**Effective September 30, 2024:**

Start	After 2080 hrs	After 4160 hrs	After 6240 hrs	After 8320 hrs	After 10400 hrs	After 20800 hrs
17.61	18.14	18.51	19.06	19.63	20.22	<b>\$22.03</b>

**Retro to be paid only to those individuals still employed in the bargaining unit as of the date of ratification.**


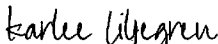
**SLEEP OVERNIGHTS - \$86.00**

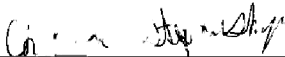


Employees not being able to sleep on the overnight shift because of client activity shall be paid their regular wages or overtime wages, whichever is applicable, for the period they are awake, in addition to the eighty-six dollars (\$86.00) overnight stipend.

Dated this 18<sup>th</sup> day of July, 2025.

**FOR:  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
OPERATING AS INCLUSION SELKIRK**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

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JO/jad/cope 491  
July 18, 2025

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085**

**AND**

**ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.**

**RE: GOVERNMENT WAGE FUNDING**

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**Any increases in government funding intended for wages will be used to increase wages.**

**The Employer shall notify the Union within sixty (60) calendar days of receiving written confirmation of the funding increase.**

**The parties shall meet to discuss the allocation of the additional funds, with the intent of ensuring fair and equitable wage adjustments for all employees.**

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

Dated this 18<sup>th</sup> day of July, 2025.

**FOR:  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
OPERATING AS INCLUSION SELKIRK**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

DocuSigned by:  
Maria Freeman  
Signature ID: A5082418...  
Karlee Liljegren  
Signature ID: 6FB59D31E39C449...

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085**

**AND**

**ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.**

**RE: SIGNING BONUS**

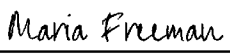
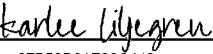
**Employees still employed as of the date of ratification shall receive a one-time signing bonus as follows:**

- **Casual employees who have worked at least one (1) shift in each of the three months prior to ratification - \$100**
- **Employees under 3 months - \$100**
- **At least 3 months to under 1 year - \$150**
- **1 year to under 3 years - \$300**
- **3 years to under 5 years - \$450**
- **5 years to under 10 years - \$600**
- **10 years plus - \$750**


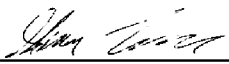
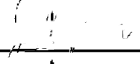
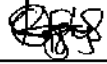
This Letter of Understanding shall be attached to and be part of the Collective Agreement.

Dated this 18<sup>th</sup> day of July, 2025.

**FOR:  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
OPERATING AS INCLUSION SELKIRK**

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**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085**

**AND**

**ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.**

**RE: PLACEMENT ON WAGE SCALE**



**Subject to Article 24, employees shall receive the increment increase based on hours paid by the Employer. The placement of current employees on the wage scale will be recalculated to include all hours paid by the Employer from their last date of hire, and any adjusted placement on the wage scale will be effective the first day of the first full pay period commencing after the ratification of this agreement.**

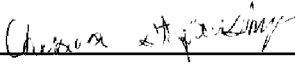

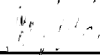

This Letter of Understanding shall be attached to and be part of the Collective Agreement.

Dated this 18<sup>th</sup> day of July, 2025.

**FOR:  
ASSOCIATION FOR COMMUNITY LIVING  
SELKIRK AND DISTRICT BRANCH INC.  
OPERATING AS INCLUSION SELKIRK**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

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