

COLLECTIVE AGREEMENT

BETWEEN

CUPE *Canadian Union
of Public Employees*
LOCAL 4376

AND

TEN TEN SINCLAIR HOUSING INC.

**TERM OF AGREEMENT:
MAY 1, 2020 TO APRIL 30, 2026**

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PREAMBLE

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

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board on July 12, 2000 under certificate number 5618, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".
- 102 The term "Employer" means Ten Ten Sinclair Housing Inc. and/or Fokus Management Inc. as specifically delegated by Ten Ten Sinclair Housing Inc. The abbreviation Ten Ten shall refer to Ten Ten Sinclair Housing Inc.
- 103 The term "Union" shall mean the Canadian Union of Public Employees, Local 4376 (CUPE).
- 104 The term "tenant" shall mean a person who receives services from Ten Ten Sinclair Housing Inc. and/or Fokus Management Inc.

ARTICLE 2 - DURATION

- 201 (a) This Agreement shall be in full force and effect from the first day of May 2020 until April 30, 2026.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.

- (c) The Union agrees to give the Employer at least one (1) week's (7 calendar days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (7 calendar days) written notice as to the intended time and date of lockout.

- 202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- 205 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties and on a cheque separate from that of the one provided for regular salary.
- 206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 The Employer and the Union recognize that Ten Ten Sinclair Housing Inc.'s tenants play an important role in the management of the organization.
- 302 The Employer and the Union recognize that Ten Ten Sinclair Housing Inc.'s Units have their own distinct culture.
- 303 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:
- the right to maintain efficiency and quality tenant services;
 - the right to direct the work of its employees;
 - the right to establish efficient employee schedules;
 - the right to hire, classify, assign to positions and promote;
 - the right to determine job content and number of employees at any site;
 - the right to demote, discipline, suspend, layoff, and discharge for just cause;

- the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

ARTICLE 4 - UNION DUES - SECURITY

- 401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year.
- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 404 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability, which the Employer may incur as a result of such deductions.
- 405 The Employer shall include the amount of union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Agreement.
- 503 When meeting with the Employer to conduct negotiations, three (3) employees will be entitled to leave of absence without loss of pay or benefits to a combined maximum of two hundred (200) paid hours.

- 504 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 505 The President of the Local Union or Shop Steward shall be advised of the commencement of employment of new employees, so as to facilitate the Union's distribution of an information package which shall include a letter of introduction, a Collective Agreement, union card and a list of the local union executive and shop stewards.
- 506 All correspondence arising out of this Agreement shall pass to and from the **Executive Director** or designate and the **President** of the Local Union or designate.

ARTICLE 6 - RESPECTFUL WORKPLACE

- 601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 602 The parties recognize and are bound by the Manitoba *Human Rights Code*.
- 603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.
- 604 The definition of harassment shall consist of the definition contained in the *Human Rights Code*.
- 605 Anyone filing a malicious or vexatious complaint under Article 6 - Respectful Workplace may be subject to disciplinary action.

ARTICLE 7 - DEFINITIONS

- 701 An employee is a person employed by the Employer and covered by this Agreement.
- 702 Permanent Employee - means those full-time, half-time and part-time employees who have satisfactorily completed a probationary period.
- (a) A "full-time" employee is one who regularly works the hours specified in Article 18.

- (b) A “half-time” employee is one who regularly works at least forty (40) hours biweekly.
- (c) A “part-time” employee is one who regularly works less than forty (40) hours in a biweekly period.

703

Term Positions

A “term” position shall be for a specific time period or until completion of a particular project, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12. All employees may apply for the term position. Additional postings shall not be required for the position of the employee who may be awarded the term position. Upon completion of the term position, the employee shall return to her/his former position. In the event that the employee’s former position is no longer current, the employee shall have the right to exercise her/his seniority to displace any employee with the same or lower salary range within the site who has less seniority, provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements or qualifications.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit unless the first position is within one (1) month of completion.

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

704

- (a) “Term Employee” shall mean a new employee hired for a specific time period or until completion of a particular project, of a minimum duration of three (3) months and a maximum duration of one (1) year. Where the employment of a term employee terminates at the end of a specific term of employment, then:
 - (i) the Employer shall not be required to give any notice or payment in lieu thereof;

- (ii) the employee shall not be required to give any notice of resignation.
- (b) A list of all term employees shall be provided to the Local and updated every three (3) months.

705

Casual Employee

A "casual employee" shall mean a person who works on an irregular and unscheduled basis to replace an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employee, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) 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 shall be entitled to the shift premium(s) outlined in Article 20.
- (d) Casual employees required to work on a general holiday shall be paid at the rate of time and one-half (1.5) of her basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 1901, 1902 (a) and (b).
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (h) 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.
- (i) When not working on a general holiday a casual employee shall be entitled to pay for a General Holiday of 5% of the last twenty-eight (28) days preceding the holiday.
- (j) A full-time or part-time employee who resigns and who is immediately rehired as a casual employee shall be paid at the same increment step as she/he received in her/his former position.

(k) Article 10 and 11 herein apply only with respect to the terms of his article.

706 The probationary period for newly hired permanent employees shall be three (3) months, or equivalent based on EFT status, from the date of hiring. This period may be extended by a further three (3) months if the Employer so requests and the Union agrees.

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

ARTICLE 8 - BULLETIN BOARDS

801 Bulletin board space, of a minimum size of three feet by four feet (3' x 4') for the use of the Union, will be provided by the Employer for all locations. All material posted must be submitted to the Managing Director or designate prior to posting.

ARTICLE 9 - EMPLOYEE BENEFITS

901 The Employer arranges for a group life insurance plan, long-term disability plan, extended health plan and dental plan for employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan. The Union shall participate in the Benefit Plan Advisory Committee as noted in Article 2505.

902 The Employer arranges for a pension committee for employees. Employees shall be eligible and/or required to join the plan in accordance with the terms and conditions of the plan. The Union may provide a representative to participate on the Pension Committee in accordance with the *Pension Benefits Act* of Manitoba and relevant regulations.

ARTICLE 10 - GRIEVANCE PROCEDURE

1001 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner.

1003 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of one (1) employee so engaged. Such permission shall not be unreasonably withheld.

1004 Within twenty-one (21) calendar days after the cause of the grievance occurs, the grievor shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit.

Step 1

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

Step 2

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

1005 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Managing Director or designate.

1006 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Managing Director or designate.

1007 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

1008 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement.

ARTICLE 11 - ARBITRATION PROCEDURE

1101 Within ten (10) calendar days after receiving the reply of the Managing Director or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

1102 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

- 1103 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- 1104 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 1105 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.
- 1106 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision as quickly as reasonably possible.
- 1107 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
- 1108 Clarification on Decision
- Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator, to reconvene. Within seven (7) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.
- 1109 Expenses of the Board
- Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints
 - (b) one-half (½) the fees and expenses of the Chairperson or sole arbitrator.
- 1110 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1111 Any time limits referred to above may be extended by mutual agreement of the parties hereto.

- 1112 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or the Union as the case may be) shall be responsible for compensating her/him for any salary, which would otherwise be lost.

ARTICLE 12 - SENIORITY

- 1201 Seniority shall be defined as the total accumulated paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions.

- 1202 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other posted selection criteria are relatively equal, it shall be considered as the governing factor.

Seniority, as it relates to vacancy selection, shall be considered in the following order:

- (a) Firstly, among seniority rated employees from the site where the vacancy occurs;
- (b) Secondly, among seniority rated employees outside of the site.

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

Sites are as set out in Appendix "A".

- 1203 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on paid hours including any period of:

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

1204 Seniority will terminate if an employee:

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

1205 Seniority will continue to accrue if an employee:

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

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than thirty-six (36) months;

(d) is on the trial period of an out-of-scope position.

1207 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union representative when requested.

ARTICLE 13 - SICK LEAVE/INCOME PROTECTION

1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall be entitled to her basic pay to the extent that she has accumulated sick leave credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.

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

1302 (a) An employee who is unable to report for work due to illness shall inform her supervisor or designate with as much notice as possible prior to the commencement of her next scheduled shift. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

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

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

1303 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month subject to the following:

- (a) Full-time employees - are subject to a maximum accumulation of 960 hours;
- (b) Half-time employees - are subject to a maximum accumulation of 720 hours;

- (c) Part-time employees - shall commence accumulation of income protection effective April 1, 2002 to a maximum accumulation of 480 hours.

1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management to discourage abuse of sick time among its membership.

1305 Income protection credits will accumulate on the same basis as seniority is accrued under Article 12.

1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.

1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits.

When an employee is required to furnish documentation requested by the Employer to establish fitness to return to work from an absence, the Employer shall bear the cost of such certificate, report **or functional abilities form**.

1308 (a) If an employee is to be absent for illness for a period exceeding her sick leave credits, including Employment Insurance ("EI") credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.

(b) An employee who is accepted for benefits under the Long Term Disability Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.

1309 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.

1310 Family Illness

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

ARTICLE 14 - VACANCIES, PROMOTIONS, AND TRANSFERS

- 1401 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications and, where applicable, other bona fide and reasonable tenant preference requirements or qualifications; current or anticipated shift; **site location**; hours of work and wage rate. A copy of all vacancy postings shall be provided to the Local **President**.
- 1402 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of this Agreement will be sent to the Secretary of the Union where there are internal applicants.
- 1403 (a) All promotions and voluntary transfers are subject to a three (3) month trial period in the case of a full-time and half-time position and a four (4) month trial period in the case of a part-time position.
- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former position, she shall be returned to her former position without loss of seniority.
- 1404 When an employee is promoted, her new and future salary will be determined as follows:
- (a) The new salary will be the rate of her new job title which is next higher to her rate on her former job title.
- (b) Subject to 2104, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment at Ten Ten.
- 1405 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.
- 1406 Employees shall not be eligible to apply for transfer during their probationary period.
- 1407 Training
- Employees shall be encouraged to improve their abilities by participation in available training programs.

- 1408 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment with Ten Ten.
- 1409 If an employee takes a course outside of working hours, and if before the employee takes the course, the Managing Director or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for full or partial reimbursement upon successful completion of the course. Proof of successful completion will be required.

ARTICLE 15 - ANNUAL VACATION

- 1501 The vacation year shall be from April 1st in one year to March 31st in the next year.
- 1502 All full-time and half-time employees who have completed less than one (1) year of continuous employment, as of cut-off date indicated in 1501, will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.
- 1503 (a) Full-time and half-time employees shall earn vacation credits on the following bases:
- 15 working days per year commencing in the first year of employment
 - 20 working days per year commencing in the sixth year of employment
 - 25 working days commencing in the eleventh year of employment
 - 30 working days commencing in the twenty-first year of employment
- (b) (i) Part-time and temporary employees shall earn vacation pay at the rate of:
- six percent (6%) commencing in the first year of employment
 - eight percent (8%) commencing in the sixth year of employment

Part-time employees shall earn vacation pay at the rate of:

- ten percent (10%) commencing in the eleventh year of employment
- twelve percent (12%) commencing in the twenty-first year of employment)

(ii) Where operational requirements permit and upon approval of the Employer, part-time and temporary employees shall be eligible to take vacation leave as follows:

- Employees receiving six percent (6%) vacation pay shall be entitled to a maximum of twenty-one (21) consecutive calendar days' leave. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay.
- Employees receiving eight percent (8%) vacation pay shall be entitled to a maximum of twenty-eight (28) consecutive calendar days' leave. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay.
- Employees receiving ten percent (10%) vacation pay shall be entitled to a maximum of thirty-five (35) consecutive calendar days' leave. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay.
- Employees receiving twelve percent (12%) vacation pay shall be entitled to a maximum of forty-two (42) consecutive calendar days' leave. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay.

Employees taking such unpaid leave must take a minimum of five (5) consecutive calendar days leave at a time unless an exception is agreed to at the discretion of the Employer.

1504 An employee will, upon giving two (2) weeks' notice, receive on the last day preceding commencement of their vacation any paycheck which may fall due during the period of vacation.

1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken.

- 1506 The Employer will post a projected vacation entitlement list not later than February 1st of each calendar year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 1507 The Employer will post an approved vacation schedule by March 15th of each calendar year. Employees shall be granted a preference of vacation based on seniority.
- 1508 (a) An employee shall be entitled to receive her/his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- (b) At the employee's request any statutory holiday accumulation shall be combined with their earned vacation.
- 1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1510 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize sick leave credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- Where an employee is subpoenaed for jury duty or is in receipt of Workers' Compensation Benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

ARTICLE 16 - GENERAL HOLIDAYS

- 1601 The following are recognized as General Holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1)
 Louis Riel Day
 Good Friday
 Easter Sunday

Labour Day
National Day for Truth and Reconciliation
 Thanksgiving Day
 Remembrance Day

Victoria Day
 Canada Day
 Terry Fox Day

Christmas Day (December 25)
 Boxing Day

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

- 1602 An employee required to work on a General Holiday will be paid at the rate of time and one-half (1½ x) her basic rate of pay.
- 1603 Subject to 1606 below, an employee required to work on a General Holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. An employee may choose payment in lieu of an alternate day off.
- 1604 If a General Holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- 1605 A day off given in lieu of general holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 1606 If a General Holiday falls on a day on which an employee is receiving sick leave benefits, she 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, she shall be paid from sick leave credits for that day at her basic rate of pay.
- 1607 Full-time and half-time employees shall be allowed to bank up to five (5) alternative days off in lieu of General Holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31 of any year, the employee shall receive her regular rate of pay for all days banked.
- 1608 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 17 - LEAVES OF ABSENCE

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.

- 1702 (a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to her former position upon her return at her former increment step.
- (b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks will be returned to her former classification at her former increment step.
- (c) An employee who is granted a leave of absence for a period of over twenty six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements on qualifications. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification.
- (d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to her former classification at her former increment step provided that she returns to work within the two (2) year period.

1703 An employee not reinstated in her former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy, which is at the level of her former position provided she/he has the qualifications and ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements on qualifications.

1704 Parenting Leave

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

1705 Parental Leave - Maternity

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of **to a maximum of sixty-three (63) continuous** weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.

- (b) **An employee who is eligible for maternity leave shall give the Employer not less than four (4) weeks written notice of the date she will start her maternity leave.**
- (c) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (d)
 - (i) A full-time and half-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.
 - (ii) A part-time employee may choose to receive a prorated portion of the income protection credits referenced in (i). Such days that may be utilized for this purpose will be as set out in 1303 (c).
- (e) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

1706

Parental Leave - Paternity

An employee shall receive parental leave of **to a maximum of sixty-three (63) continuous** weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

1707

Parental Leave - Adoption

An employee shall receive parental leave without pay to a **maximum of sixty-three (63) continuous** weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) **A parental leave must commence not later than 18 months after the date on which the child is born or adopted or comes into the care and custody of the employee.**

1708

An employee may end her/his parental leave earlier than **sixty-three (63) continuous** weeks by giving the Employer written notice of at least two weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or parental leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702(c) and 1703 above will apply.

1709

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

1710

Bereavement Leave

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

traveling outside of North America. Bereavement leave will not apply where an employee is on income protection status.

- (b) Where interment arrangements are postponed for up to three (3) months, one (1) of the four (4) days may be saved for the use on the day of interment where arrangements are within Manitoba.

Where interment arrangements are postponed for up to three (3) months, three (3) additional days shall be granted where such arrangements are made outside of Manitoba. The Employer will require verification of the events.

1711 Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer.

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

1712 Court Leave

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

1713 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.

1714 Citizenship Court Leave

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

1715 Union Leave

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

1716 Union Leave

An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a

period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee shall, unless indicated otherwise by the Union, receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1717 Public Affairs Leave

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

1718 Educational Exam Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications, upon five (5) business days' notice being provided.

1719 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to **twenty-eight (28)** weeks subject to the following conditions:

- (a) An employee must have completed **ninety (90)** days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing two (2) weeks prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (A) the day the certificate is issued; or
 - (B) if the leave was begun before the certificate was issued, the day the leave began, and
- (ii) the family member requires the care or support of one or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
 - (g) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer forty-eight (48) hours' notice.
 - (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
 - (i) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.
 - (j) Notwithstanding the notice outlined in (g), if the death of the gravely ill family member occurs during the period of leave, the employee shall be eligible for bereavement leave as outlined in Article 1710. The number of days bereavement leave shall be reduced by the number of days of eligibility under the compassionate care leave.
 - (k) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

1720 Domestic Violence Leave

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

ARTICLE 18 - HOURS OF WORK

- 1801 (a) Regular hours of work for **full-time** non-clerical employees will be:

- (i) Eight (8), seven and three-quarters (7.75), or seven and one-half (7.5) hours per day including a one-half ($\frac{1}{2}$) hour paid meal period and two (2) fifteen (15) minute rest periods; and
 - (ii) forty (40), thirty-eight and three-quarters (38.75), or thirty-seven and one-half (37.5) hours per week;
 - (iii) eighty (80), seventy-seven and one-half (77.5), or seventy-five (75) hours biweekly.
- (b) Regular hours of work for all full-time clerical employees will be:
- (i) Eight (8) hours per day including a one (1) hour paid meal period and two (2) fifteen (15) minute rest periods;
 - (ii) forty (40) hours per week;
 - (iii) eighty (80) hours biweekly.
- (c) For the purposes of this Article and Article 19, a “day” shall commence at the start of a shift.
- 1802 (a) The meal period will be scheduled by the Employer for all employees who work at least a seven (7) hour shift and will not be less than one-half ($\frac{1}{2}$) hour or more than one (1) hour in duration.
- (b) Employees working between five (5) and six (6) hour shifts shall be entitled to a meal period of one-half ($\frac{1}{2}$) hour scheduled by the Employer.
- (c) Where an employee is required to respond to a “99” emergency cell phone call during their meal break, they shall be provided with equal time off for their break during their same shift.
- (d) The meal period will be scheduled by the Employer for the Unit Assistant position for one (1) hour in duration where that employee works eight (8) hours per day.
- 1803 A rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hours period of work.
- 1804 This article shall not preclude the implementation of modified daily, weekly or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.
- 1805 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed

without the knowledge of the employee. Where five (5) calendar days of such notice is not given the employee, she shall receive payment at the applicable overtime rate for all such work performed. In an emergency situation the Employer may alter the start time or end time of a shift. In such cases overtime will not be required unless the shift exceeds eight (8) hours in one day.

- 1806 An employee shall not be required to change shifts without first receiving a minimum of two consecutive shifts off duty (minimum fifteen [15] hours), unless otherwise agreed to between the employee and the Employer.
- 1807 Except by mutual agreement, an employee shall be granted as great a number of weekends off as is reasonably possible with a minimum of every second weekend off.
- 1808 No employee shall work more than six (6) consecutive days (less if reasonably possible), except by mutual agreement between the Union and the Employer.
- 1809 Days off will be consecutive wherever possible.
- 1810 An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.
- 1811 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the supervisor or designate and shall not result in overtime costs to the unit.

ARTICLE 19 - OVERTIME

- 1901 Overtime shall be time worked in excess of the daily, weekly and biweekly hours of work as specified in Article 18, such time to have been authorized in such manner and by such person as may be authorized by the Employer.
- 1902 (a) An employee required to work in excess of the established full-time daily or biweekly hours of work shall be paid at the rate of **two times (2x)** his/her base rate of pay.
- (b) All overtime worked on a General Holiday shall be paid at double time (2x) the employee's basic rate of pay.
- 1903 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime

rates. Such time shall be taken by the employee prior to March 31 of any year or paid out.

- 1904 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 1905 Overtime shall be divided as equally as reasonably possible among employees in that unit who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same unit are available and willing to perform the required work.
- 1906 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 1907 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.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUM

- 2001 Night Shift Premium
- An employee required to work the majority of his/her hours on any shift between 001 hours and 0800 hours shall be paid a night shift premium of **two dollars and fifty cents (\$2.50)** per hour for that shift.
- 2002 Evening Shift Premium
- An employee required to work the majority of his/her hours on any shift between 1600 hours and 2400 hours shall be paid an evening shift premium of **two dollars (\$2.00)** per hour for that shift.
- 2003 Weekend Premium
- A weekend premium of **two dollars (\$2.00)** per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.
- 2004 Shift premium and weekend premium will not be payable while an employee is receiving overtime rates.

2005

On Call

A Unit Assistant directed to be available for work outside of normal hours of work will be eligible for on call pay in accordance with this Article for non-working hours.

The Assistant Maintenance Engineer directed to be available for work outside of normal hours of work due to the absence of the Building Manager will be eligible for on call pay in accordance with this Article for non-working hours.

On call service will consist of responding to telephone calls or other electronic communications for the general purpose of filling shifts or problem solving where attendance at a work site is not required.

On Call Weekday

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

On Call Weekend

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

On Call Compensation

Compensation for on call weekday: each day will be **sixteen dollars and eighty cents (\$16.80)**.

Compensation for on call weekend: each weekend will be **sixty-two dollars and forty cents (\$62.40)**.

Compensation for on call on General Holidays: **twenty-four dollars and twenty cents (\$24.20)**.

In addition, where on call service as defined herein occurs, the employee shall be provided with payment at the applicable hourly rate for the actual time incurred filling shifts or problem solving.

ARTICLE 21 - SALARIES AND INCREMENTS

2101 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

2102 Employees shall be paid every two (2) weeks.

2103 A Personal Care Attendant (untrained) shall progress to the Personal Care Attendant (trained) classification at the year 1 rate upon the successful completion of an approved course or at the end of two (2) years of service as a Personal Care Attendant (untrained). For this purpose, one (1) year of service shall mean the equivalent yearly hours of a full-time employee.

A Personal Care Attendant who holds a valid certificate from a recognized Manitoba Community College or the equivalent, or who has completed another training program recognized by the Employer will be paid at the Personal Care Attendant trained rate.

2104 Increments shall be due on the anniversary date of the employee's date of employment for full-time and half-time employees. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2105 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, she shall be paid the higher of sixty-five cents (.65¢) per hour, or the minimum step for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

2106 Upon promotion from a PCA position to a Unit Assistant position, the successful employee shall receive the salary within the UA classification that represents not less than a full increment increase from the employee's existing salary.

2107 Where an error occurs with payroll resulting in a loss of pay to the employee of fifty dollars (\$50) or more, and where the employee requests, the Employer shall endeavour to provide a replacement cheque within twenty-four (24) hours of the request. If unable to do so, the Employer shall provide the replacement cheque no later than three (3) business days after the request has been made.

ARTICLE 22 - LAYOFF AND RECALL

2201 A layoff shall be any reduction in the work force or a permanent reduction in the employee's normal hours of work where the reduction is greater than eight (8) hours in a biweekly pay period.

2202 In the event of a layoff, employees other than probationary or temporary employees shall receive two (2) weeks' notice or pay in lieu of such notice.

- 2203 In the event of a layoff, an employee shall have the right to exercise her/his seniority to displace any employee with the same or lower classification and the same or lower EFT within the site who has less seniority provided she/he has the ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements of qualifications.
- 2204 Notwithstanding Article 2203, an employee working in a position where a reasonable accommodation has been established or an employee with a disability shall not be subject to displacement.
- 2205 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 2206 No new employee shall be hired until a laid-off employee has been given an opportunity for recall to positions of the same or lower classifications and the same or lower EFT for which she/he has the qualifications and the ability to perform the required duties as well as, and where applicable, other bona fide and reasonable tenant preference requirements of qualifications.
- 2207 A laid off employee may apply for vacant positions posted as per Article 1401. Where there are no successful applicants firstly among seniority rated employees from the site where the vacancy occurs, and secondly from among seniority rated employees within the remainder of the Bargaining Unit, laid off employees shall be recalled in seniority order to vacancies having the same or lower salary range as the position occupied at the time of layoff and the same or lower E.F.T. Notice of recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.
- 2208 A recalled employee must communicate with the Employer by telephone within five (5) calendar days of notice of recall being delivered.
- 2209 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the employee did not communicate with the Employer as specified in 2208, or;
 - (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
 - (c) a thirty-six (36) month period has elapsed since the initial date of layoff.
- 2210 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

- 2211 (a) Accumulated vacation entitlement shall be paid out to any laid off employee upon their request, subject to (b) and (c) below.
- (b) Unused vacation credits on record by March 31 of the vacation year for which earned vacation credits were to apply (in accordance with Article 1509) shall be paid out automatically to the laid-off employee.
- (c) Vacations scheduled in accordance with Articles 1506 and 1507 shall remain as scheduled in the event a laid-off employee is recalled. Should the employee choose to receive the lump sum vacation payment in (a) above while laid-off, they shall forfeit their rights to any vacation scheduled in accordance with Articles 1506 and 1507. Should they return to work prior to the time previously scheduled as vacation, employees may request an unpaid leave of absence for that period in accordance with Article 1701.
- 2212 The seniority of an employee shall not terminate when following notification of recall, she/he declines employment in a position having a lower salary range or declines employment in a position where the EFT would represent a reduction that is greater than eight (8) hours in a biweekly period when compared to the EFT occupied at the time of layoff.
- 2213 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 2214 In the event of closure of a site(s), employees shall be placed on layoff and shall be subject to recall in accordance with Articles 2206 and 2207 of this Agreement.

ARTICLE 23 - TERMINATIONS

- 2301 An employee may terminate her employment by giving notice, exclusive of vacation, in accordance with the *Employment Standards Code*.
- 2302 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of a new employee without recourse to the grievance procedure, or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

- 2303 The Employer may give equivalent basic pay in lieu of notice.
- 2304 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 24 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2401 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Managing Director or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union representative.
- 2402 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.
- 2403 If the action referred to in the above clause results in a verbal or written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service, and a copy shall be provided to the Union.
- 2404 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 2405 An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2406 (a) There shall be one (1) personnel file maintained by the Employer for each employee.
- (b) Any disciplinary verbal reprimands (Step 1) and written reprimands (Step 2) shall be removed from personnel files after twenty-four (24)

months, subject to no reoccurrence of that behaviour during the course of the twenty-four (24) months.

ARTICLE 25 - COMMITTEES

2501 Labour/Management Committee

A labour management committee shall be established consisting of an equal number of representatives of the Employer and the Union, as mutually agreed, but not to exceed three (3) representatives of each.

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

2502 The Committee shall meet as and when required at a mutually agreeable time within twenty-one (21) calendar days of written notice being given by either party.

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

2503 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2504 Two (2) employee representatives elected by the Union shall participate in the Benefit Plan Advisory Committee in accordance with the Terms of Reference of that Committee as outlined in the Letter of Understanding re: Benefits Committee, attached to this Agreement.

ARTICLE 26 - CHANGES IN CLASSIFICATION

2601 In the event that the Employer establishes or proposes to establish a new position, or if there is a substantial change in the job content or qualifications of an existing position, the Union shall receive a copy of the job description and accompanying salary range.

- 2602 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2603 If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range.
- 2604 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 2605 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2606 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.
- 2607 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 2608 If the decision given in Article 2607 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 10.
- 2609 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 27 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

- 2701 Protection in Case of Illness
- Part-time employees shall receive income protection credits in accordance with Article 1303 (c).
- 2702 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.
- 2703 Annual Vacations
- Part-time employees shall earn vacation on a pro rata basis in accordance with Article 1503 (b) (i).

2704 General Holidays(a) Not Working on a General Holiday

When not working on a general holiday a part-time employee and casual employee shall be entitled to pay for a General Holiday of 5% of the last twenty-eight (28) days preceding the holiday. Full-time and half-time employees will receive a day in lieu.

(b) Working on a General Holiday

Working on a general holiday will mean compensation at time and one half (1½ x).

2705 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily, weekly or biweekly hours of work as specified in Article 18.

2706 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time hours of work until the maximum of the appropriate salary schedule is attained.

2707 Bereavement Leave

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

2708 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

ARTICLE 28 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one position may occur within the units of the Employer.

2801 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.

2802 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

2803 All salary and benefit plans shall be applied on the basis of all hours worked.

2804 Seniority, vacation and income protection shall be accrued on the basis of hours worked.

2805 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each unit supervisor and will be considered independently based on the operational requirements of each unit.

2806 Employees taking on an additional position will be subject to a four-month trial in accordance with Article 1403.

2807 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied.

ARTICLE 29 - TRANSPORTATION

2901 Employees whose shift begins or ends between midnight and 6:00 a.m. shall be entitled to a taxi ride paid for by the Employer.

In order to be eligible for compensation of taxi fares as outlined in Article 2901, the following criteria would need to be met:

- i.) An employee who is called in to work outside their regular shift between the hours of midnight and 6:00 a.m. or is asked to work additional hours during that period of time and is not able to provide their own transportation. An employee who meets these criteria will advise the supervisor of this when requested to fill such shift or work additional hours.**

2902 Under no circumstances will an employee not being able to provide their own transportation be grounds for the Employer to deny the assignment of additional shifts or work additional hours.

2903 The Employer will be responsible for payment of all taxi fares that are a result of this Article.

ARTICLE 30 - CIVIL LIABILITY

3001 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her while acting within the scope of his or her duties, provided such actions do not constitute gross negligence or disregard of duty, or do not constitute fraud or a malicious act or omission, then the employee shall be eligible for assistance subject to the limits of the Employer's insurance.

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

ARTICLE 31 - HEALTH AND SAFETY

3101 Workplace Safety and Health Committee

- (a)** A joint Safety and Health Committee shall exist to examine all aspects of safety and health in the organization. The committee shall be comprised of four (4) representatives of the Union and four (4) representatives of the Employer. The Union will make every attempt to ensure as broad representation as possible from Fokus, Ten Ten Sinclair Housing Inc. and the Westwood Cluster.
- (b)** The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety*

and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba;

- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing safety and health conditions and practices within the organization. The Committee shall deal with safety and health matters for all units at Ten Ten Sinclair Housing Inc.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.

3102 Employee Identification

The Employer shall provide each employee with a name tag to be accessible for employee identification as necessary while working. This name tag shall confirm the employee's name and position and include their photograph.

This Agreement signed this _____ day of _____, 2024.

**FOR:
TEN TEN SINCLAIR HOUSING INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

SCHEDULE "A"

TEN TEN SINCLAIR HOUSING INC.

Effective May 1, 2020 - Increase Rate by 1.5%
Effective May 1, 2021 - Increase Rate by 2%
Effective May 1, 2022 - Increase Rate by 2.25%
Effective May 1, 2023 - Increase Rate by 2.75%
Effective May 1, 2024 - Increase Rate by 2.85%
Effective May 1, 2024 - Increase Rate by 2.85%
Effective May 1, 2025 - Increase Rate by 2.85%

A one-time rate adjustment of \$1.25 for classifications that make \$18.06 or less per hour effective October 1, 2023.

A one-time rate adjustment of \$0.65 for classifications that make more than \$18.06 per hour effective October 1, 2023.

Addition of a step for all classifications except PCA1 of 2% above the previous step effective May 1, 2024.

A one-time step adjustment for classifications receiving the \$.65 adjustment effective May 1, 2024.

A longevity step of 2% above the top scale step effective May 1, 2024 for all employees (except PCA1) that have at least 20 years of service.

Signing bonus:

\$1200 to full-time staff
\$600 to part-time staff

SALARY SCHEDULE

**CARE TAKER SALARIES
2020-2024**

<p>Caretaker - Full-time Rent subsidy of \$190.00/month</p> <p>Effective May 1, 2020 \$14.72 for each eight (8) hour period</p> <table style="width: 100%;"> <tr><td>Effective May 1, 2021</td><td style="text-align: right;">\$15.72</td></tr> <tr><td>Effective May 1, 2022</td><td style="text-align: right;">\$16.72</td></tr> <tr><td>Effective May 1, 2023</td><td style="text-align: right;">\$17.72</td></tr> <tr><td>Effective May 1, 2024</td><td style="text-align: right;">\$18.72</td></tr> <tr><td>Effective May 1, 2025</td><td style="text-align: right;">\$19.72</td></tr> </table> <p>Signing bonus of \$1200.00</p>	Effective May 1, 2021	\$15.72	Effective May 1, 2022	\$16.72	Effective May 1, 2023	\$17.72	Effective May 1, 2024	\$18.72	Effective May 1, 2025	\$19.72	<p>Caretaker – Relief Rent subsidy of \$1076.00/month</p> <p>Effective May 1, 2020 \$14.72 for each eight (8) hour period</p> <table style="width: 100%;"> <tr><td>Effective May 1, 2021</td><td style="text-align: right;">\$15.72</td></tr> <tr><td>Effective May 1, 2022</td><td style="text-align: right;">\$16.72</td></tr> <tr><td>Effective May 1, 2023</td><td style="text-align: right;">\$17.72</td></tr> <tr><td>Effective May 1, 2024</td><td style="text-align: right;">\$18.72</td></tr> <tr><td>Effective May 1, 2025</td><td style="text-align: right;">\$19.72</td></tr> </table> <p>Signing bonus of \$600.00</p>	Effective May 1, 2021	\$15.72	Effective May 1, 2022	\$16.72	Effective May 1, 2023	\$17.72	Effective May 1, 2024	\$18.72	Effective May 1, 2025	\$19.72
Effective May 1, 2021	\$15.72																				
Effective May 1, 2022	\$16.72																				
Effective May 1, 2023	\$17.72																				
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Effective May 1, 2022	\$16.72																				
Effective May 1, 2023	\$17.72																				
Effective May 1, 2024	\$18.72																				
Effective May 1, 2025	\$19.72																				
<p>Caretaker 3389 and 3395 Pembina Highway - Full-time Rent subsidy of \$545.00/month</p> <p>Effective May 1, 2020 \$28.47 for each eight (8) hour period</p> <table style="width: 100%;"> <tr><td>Effective May 1, 2021</td><td style="text-align: right;">\$29.47</td></tr> <tr><td>Effective May 1, 2022</td><td style="text-align: right;">\$30.47</td></tr> <tr><td>Effective May 1, 2023</td><td style="text-align: right;">\$31.47</td></tr> <tr><td>Effective May 1, 2024</td><td style="text-align: right;">\$32.47</td></tr> <tr><td>Effective May 1, 2025</td><td style="text-align: right;">\$33.47</td></tr> </table> <p>Signing bonus of \$1200.00</p> <p>Retroactivity back to May 1, 2024</p>		Effective May 1, 2021	\$29.47	Effective May 1, 2022	\$30.47	Effective May 1, 2023	\$31.47	Effective May 1, 2024	\$32.47	Effective May 1, 2025	\$33.47										
Effective May 1, 2021	\$29.47																				
Effective May 1, 2022	\$30.47																				
Effective May 1, 2023	\$31.47																				
Effective May 1, 2024	\$32.47																				
Effective May 1, 2025	\$33.47																				

This Agreement signed this 11th day of December, 2024.

**FOR:
TEN TEN SINCLAIR HOUSING INC.**

Debbie Van Etten
Heather Kerl

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wayne Woullf
Catiz
P. Sil

\$0.65 wage adjustment effective October 1, 2023
 \$1.25 wage adjustment effective October 1, 2023
 Longevity Step - req. 20 years of service

CUPE 2020 TO 2025 SALARY SCHEDULE

Position	Effective Date May 1, 2020	1.5%	Effective Date May 1, 2021	2.00%	Effective Date May 1, 2022	2.25%	Effective Date May 1, 2023	2.75%	Effective Date October 1, 2023	+ \$1.25 + \$0.65	Effective Date May 1, 2024	2.85%	Effective Date May 1, 2025	2.85%
PCA 1														
Step 1	\$16.02		\$16.34		\$16.70		\$17.16		\$18.41		\$18.94		\$19.48	
Step 2	\$16.32		\$16.65		\$17.02		\$17.49		\$18.74		\$19.27		\$19.82	
PCA 2														
Step 1	\$17.40		\$17.75		\$18.14		\$18.64		\$19.89		\$20.46		\$21.04	
Step 2	\$17.69		\$18.05		\$18.45		\$18.96		\$20.21		\$20.78		\$21.38	
Step 3	\$18.02		\$18.38		\$18.79		\$19.31		\$20.56		\$21.14		\$21.75	
Step 4	\$18.33		\$18.70		\$19.12		\$19.64		\$20.89		\$21.49		\$22.10	
Step 5											\$21.92		\$22.54	
Step 6											\$22.36		\$22.99	
Unit Assistant														
Step 1	\$18.39		\$18.76		\$19.18		\$19.71		\$20.36		\$20.94		\$21.54	
Step 2	\$18.71		\$19.08		\$19.51		\$20.05		\$20.70		\$21.29		\$21.89	
Step 3	\$19.03		\$19.41		\$19.85		\$20.39		\$21.04		\$21.64		\$22.26	
Step 4	\$19.34		\$19.72		\$20.17		\$20.72		\$21.37		\$21.98		\$22.61	
Step 5											\$22.42		\$23.06	
Step 6											\$22.87		\$23.52	
Tenant Development Assistant														
Step 1	\$19.59		\$19.98		\$20.43		\$20.99		\$21.64		\$22.26		\$22.89	
Step 2	\$19.87		\$20.27		\$20.73		\$21.30		\$21.95		\$22.57		\$23.22	
Step 3	\$20.19		\$20.59		\$21.06		\$21.63		\$22.28		\$22.92		\$23.57	
Step 4											\$23.38		\$24.04	
Step 5											\$23.85		\$24.53	
Accounting Coordinator														
Step 1	\$26.64		\$27.18		\$27.79		\$28.55		\$29.20		\$30.03		\$30.89	
Step 2	\$26.97		\$27.51		\$28.13		\$28.90		\$29.55		\$30.39		\$31.26	
Step 3	\$27.27		\$27.82		\$28.44		\$29.23		\$29.88		\$30.73		\$31.60	
Step 4											\$31.34		\$32.24	
Step 5											\$31.97		\$32.88	
Payroll Coordinator														
Step 1	\$22.69		\$23.14		\$23.66		\$24.31		\$24.96		\$25.67		\$26.40	
Step 2	\$23.01		\$23.47		\$24.00		\$24.66		\$25.31		\$26.03		\$26.77	
Step 3	\$23.32		\$23.79		\$24.33		\$25.00		\$25.65		\$26.38		\$27.13	
Step 4											\$26.90		\$27.67	
Step 5											\$27.44		\$28.22	
Payroll Assistant														
Step 1	\$17.26		\$17.60		\$18.00		\$18.49		\$19.74		\$20.30		\$20.88	
Step 2	\$17.55		\$17.90		\$18.30		\$18.81		\$20.06		\$20.63		\$21.22	
Step 3	\$17.85		\$18.21		\$18.62		\$19.13		\$20.38		\$20.96		\$21.56	
Step 4											\$21.38		\$21.99	
Step 5											\$21.81		\$22.43	
Administrative Assistant														
Step 1	\$15.63		\$15.94		\$16.30		\$16.75		\$18.00		\$18.51		\$18.51	
Step 2	\$15.98		\$16.30		\$16.66		\$17.12		\$18.37		\$18.89		\$18.89	
Step 3	\$16.28		\$16.61		\$16.98		\$17.45		\$18.70		\$19.23		\$19.23	
Step 4											\$19.61		\$20.17	
Step 5											\$20.01		\$20.58	
Houskeeping Aide														
Step 1	\$15.63		\$15.94		\$16.30		\$16.75		\$18.00		\$18.51		\$18.51	
Step 2	\$15.98		\$16.30		\$16.66		\$17.12		\$18.37		\$18.89		\$18.89	
Step 3	\$16.28		\$16.61		\$16.98		\$17.45		\$18.70		\$19.23		\$19.23	
Step 4											\$19.61		\$20.17	
Step 5											\$20.01		\$20.58	
Assistant Mn. Eng														
Step 1	\$20.59		\$21.01		\$21.48		\$22.07		\$22.72		\$23.37		\$24.03	
Step 2	\$20.88		\$21.30		\$21.78		\$22.37		\$23.02		\$23.68		\$24.36	
Step 3	\$21.22		\$21.65		\$22.14		\$22.74		\$23.39		\$24.06		\$24.75	
Step 4											\$24.54		\$25.24	
Step 5											\$25.03		\$25.75	
Front Desk Reception														
Step 1	\$14.61		\$14.90		\$15.23		\$15.65		\$16.90		\$17.38		\$17.88	
Step 2	\$14.94		\$15.24		\$15.58		\$16.01		\$17.26		\$17.75		\$18.26	
Step 3	\$15.25		\$15.55		\$15.90		\$16.34		\$17.59		\$18.09		\$18.60	
Step 4											\$18.35		\$18.87	
Step 5											\$18.72		\$19.25	

Retroactivity

In order to be eligible for retroactive pay, members of the bargaining unit must be in active employment status on the date of ratification of the Collective Agreement. Employees who have terminated for any reason prior to the date of ratification will not be eligible for retroactive pay.

Benefits to apply to Full-time Caretaker position if permitted by the benefits carrier. Retroactive payments will be made in full within 45 days of ratification of the new Collective Agreement.

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4376

- AND -

TEN TEN SINCLAIR HOUSING INC.

RE: REASONABLE ACCOMMODATION

The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1404.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1405.

This Agreement signed this 11th day of December, 2024.

FOR:
TEN TEN SINCLAIR HOUSING INC.

Debbie Van Ettinger
Heather Koif

FOR:
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wayne Warkoff
Calvin Z...
P. S. ...

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4376

- AND -

TEN TEN SINCLAIR HOUSING INC.

RE: CLARIFICATION OF ARTICLE 1508

In the case of singular administrative/office positions, it may not be possible due to operational requirements to allow the employee an unbroken vacation period greater than three (3) consecutive weeks. Should this be the case the Employer will so advise the affected employee(s) at the time that the projected vacation entitlement list is posted and the Employer will attempt to accommodate the employee(s) to the greatest extent possible.

This Agreement signed this 11th day of December, 2024.

**FOR:
TEN TEN SINCLAIR HOUSING INC.**

Dubbe Van Ettinger
Heather Korol

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wayne Wouck
Catia
P. Silva

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4376

- AND -

TEN TEN SINCLAIR HOUSING INC.

**RE: VACATION REQUESTS - GUIDELINE AND CLARIFICATION OF
ARTICLE 1506**

Employees who do not submit vacation requests in accordance with the time lines established under Article 1506 may still do so. However, their requests shall not be granted based upon seniority where other employees have indicated their preference for the same time.

All remaining vacation requests not submitted previously must be made by December 31st.

After that date supervisors shall meet with the employee and begin to schedule any remaining vacation time.

The Employer agrees to consider special circumstances that may prevent an employee from finalizing vacation preferences by December 31st subject to operational requirements.

This Agreement signed this 11th day of December, 2024.

**FOR:
TEN TEN SINCLAIR HOUSING INC.**

Debbie Van Ettinger
Masha Kerol

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wayne Warrell
Case 3
P. Sil

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4376

- AND -

TEN TEN SINCLAIR HOUSING INC.

RE: BENEFITS COMMITTEE

The Employer and the Union recognize that the Employer currently maintains a group life insurance plan, long-term disability plan, extended health plan and dental plan for employees as noted in Article 901. The parties agree that the Employer will establish a Benefit Plan Advisory Committee. Two (2) employee representatives shall be provided by the Union. As well, employees from CUPE Local 2348 and excluded employees may be asked by the Employer to participate in the committee.

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

This Agreement signed this 11th day of December, 2024.

**FOR:
TEN TEN SINCLAIR HOUSING INC.**

Debbie Van Ettinger
Heather Korol

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wynne Woullf
Catia Z
P. Silva

LETTER OF UNDERSTANDING**- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4376****- AND -****TEN TEN SINCLAIR HOUSING INC.****RE: PCA TRAINED RATE EQUIVALENCY**

The Employer and the Union understand that there is no exact course to course equivalency between the Bachelor of Nursing programs and the Manitoba Community College Health Care Aide programs. However, the Employer has identified specific courses in the BN Programs that, when completed, allow the Employer to recognize nursing students as equivalent for purposes of being compensated at the Personal Care Attendant "Trained Rate" as follows:

BN Students - Fort Garry Campus, Brandon Campus, Norway House Campus

049.128 Introduction to Nursing
 049.216 Human Growth and Development
 049.213 Nursing Skills Laboratory
 049.215 Facilitation of Self-Care
 049.219 Clinical Nursing Practice II

Joint BN Nursing at Red River CollegeAt Keewatin Community College

H11-N112 Introduction to Nursing	KC.NUR.128U Introduction to Nursing
H11-N111 Human Growth and Development	KC.NUR.126U Human Growth and Development
H11-N113 Nursing Skills Laboratory	KC.NUR.213U Nursing Skills Laboratory
H11-N214 Facilitation of Self-Care	KC.NUR.215U Facilitation of Self-Care
H11-N216 Clinical Nursing Practice	KC.NUR.219U Clinical Nursing Practice II

All students will have also current Basic Rescuer Level CPR and HWMIS training.

The Employer reserves the right to adjust the equivalencies for new employees from time to time to reflect changes in credentialing standards.

This Agreement signed this 11th day of December, 2024.

FOR:
TEN TEN SINCLAIR HOUSING INC.

Debbie Van Ettinger
Maureen Kerst

FOR:
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4376**

Wayne Worell
Celia Z.
P. S. J.

APPENDIX "A"

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

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

PS:aj/cope 491
November 27, 2024