

COLLECTIVE AGREEMENT

BETWEEN:



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4132**

- AND -

TOUCHWOOD PARK ASSOCIATION INC.

TERM OF AGREEMENT:

MAY 1, 2022 TO APRIL 30, 2025

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- a) to maintain and promote harmonious relations between the Employer, its employees, and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.; **and**
- c) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

1.02 Definitions

- a) An “employee” is a person employed by the Employer and covered by this Agreement.
- b) A “full-time employee” is one who regularly and recurrently works thirty (30) hours weekly or at least one hundred twenty (120) hours per month.
- c) A “part-time employee” is one who regularly and recurrently works fewer than thirty (30) hours per week.
- d) The term “Union” shall mean the Canadian Union of Public Employees, Local 4132.
- e) The term “Employer” shall mean Touchwood Park Association Inc.
- f) Term:
 - i) A “term employee” is one who works full-time or part-time but the duration of the employment is limited in a “Term Position”.
 - ii) A “term position” shall be for a specific time period or until completion of a particular project within a specific location of a minimum duration of three (3) months and a maximum duration of **eighty (80)** weeks. This period may be extended if the Employer so requests and the Union agrees.
 - iii) When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 16 and filled in accordance with Article 15.01. All employees of the Employer may apply for the term position. Additional postings may not be required for the position of the employee who may be awarded the term position. Any additional hours occurring as a result of the filling of a term position, may be offered to part-time employees with required qualifications and in accordance with Article 15.01.

- iv) Upon completion of the term position, the employee shall return to their former position. In the event that the employee's former position is no longer available, the employee shall have the right to exercise their seniority to displace any employee who has less seniority, provided **they have** the qualifications and ability to perform the required duties.
 - v) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
 - vi) Where the Employer deems a term position to be of an indefinite length, the term position shall be posted as such. Employees returning from a leave will provide the Employer with as much notice as possible, but not less than two (2) weeks, of the date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.
 - vii) If an employee in a term position is awarded a permanent position, they will serve the usual probationary period in the permanent position.
- g) Casual:
- i) The term "casual employee" shall mean an employee who is not full-time, part-time or term and who is not normally scheduled to work but who may be called in to work to provide coverage as required. The terms of this agreement shall not apply to casual employees except:
 - 1) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 20.01.
 - 2) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.01 and 19.02. Casual employees shall not be entitled to bank overtime.
 - 3) 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 6.
 - ii) Casual employees shall be paid vacation pay bi-weekly and in accordance with the percentages set out in Article 21.01.
 - iii) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
 - iv) Casual employees shall accrue seniority for the purpose of promotion and/or bidding for a permanent position while employed in a casual position.

- v) A casual employee who refuses work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer will be removed from the casual employee list.
- vi) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- vii) A casual employee reporting to work as requested by the Employer and finding no work shall be dealt with in accordance with Article 18.03.
- viii) An employee who picks up a casual relief shift shall be paid at the same wage level in the casual relief wage grid as their level in their permanent position.
- ix) A full-time or part-time employee who resigns and who is immediately rehired within thirty (30) calendar days from the date of their resignation, as a casual employee shall be paid at the same increment step as they received in their former position.
- x) **If a casual employee is awarded a term, part-time or full-time position, they shall serve a trial period as per 16.05.**

1.03 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

1.04 Overnight Sleep/On-Call

Overnight sleep/on-call period shall refer to time commencing at approximately between 10:00 p.m. and 11:00 p.m. and ending at approximately between 7:00 a.m. and 9:00 a.m. the next day, during which an employee shall be required to sleep over in a residence and be on-call should the need to provide care to a supported individual/resident arise. Employees shall be paid a block fee for each overnight sleep/on-call period but such time shall not be considered time worked for any purpose, standard hours of work/overtime, seniority, general holidays, vacations, benefits or RRSP. Overnight sleep/on-call periods will vary from facility to facility upon the needs of the supported individuals/residents.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Subject to the terms of this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management. Generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer

2.02 Not Discriminatory

The Employer shall exercise its rights **fairly, reasonably, and in good faith**. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of **their** employment, except through just cause.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4132 as the sole and exclusive collective bargaining agent for all of its employees covered by MLB Certificate No. 5363 issued on November 28, 1997 and/or listed in Schedule A and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

3.03 No Other Agreements

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

3.04 Right to Union Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, with prior approval of the Employer, have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its administrative staff and Board members with whom the Union may be required to transact business.

3.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours with pay in order to carry out the processing of grievances and attendance

at arranged meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the Executive Director or designate. Such permission shall not be unreasonably withheld.

A maximum of three (3) union officers or committee members shall be allowed to leave work to participate in negotiations. The Employer shall pay the employees affected as if they were at work, and will invoice the Union for lost time reimbursement.

3.06 Time Off for Meetings Called by the Employer

Any representative of the Union who is in the employ of the Employer shall have the right to attend meetings held within working hours without loss of remuneration.

3.07 Information

Within thirty (30) days of a written request by the Union, the Employer shall make available to the Union any pertinent and applicable documents required for collective bargaining purposes.

ARTICLE 4 – NO DISCRIMINATION/ HARASSMENT

4.01 The Employer and the Union agree that there shall be no discrimination practised as defined in *The Human Rights Code* of Manitoba, nor shall there be any forms of harassment permitted.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall become members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and the provisions of *The Labour Relations Act* of Manitoba shall apply in the case of “conscientious objectors.”

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability which the Employer may

incur as a result of such deductions.

6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made and the amount of such deductions.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments.

ARTICLE 7 – EMPLOYER AND UNION SHALL ADVISE NEW EMPLOYEES

7.01 New Employees

The Employer agrees to advise new employees with the fact that a Union agreement is in effect.

7.02 On commencing employment, the Employer shall provide to any new employee the name of the Shop Steward and the Union Representative. The Steward or representative will provide them with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the Parties, arising out of this Agreement, shall be directed to the Union Representative and copied to the Secretary of the Union, as identified to the Employer in writing.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 a) Establishment of Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall enjoy the full support of both Parties in the interests of maximum service to the clients and the maintaining of harmonious relations. The Union shall be entitled to have the Union Representatives in attendance at any and all meetings and the Employer shall be entitled to have their representatives/advisors in attendance.

b) Chairperson of the Meeting

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

c) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

d) The Committee shall meet annually and at the request by either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least five (5) working days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

e) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within fifteen (15) days following the meeting.

9.02 Workplace Health and Safety Committee

In accordance with applicable legislation, the parties agree to the creation of a joint Workplace Health and Safety Committee which shall be comprised of three (3) employees appointed by the Union and up to three (3) Employer Representatives.

ARTICLE 10 – BARGAINING COMMITTEE

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or

group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

ARTICLE 11 – BOARD POLICIES AND REPORTS OF THE EMPLOYER

11.01 Copies of Resolutions

Copies of all policies adopted by the Board which affect the members of this Union in the form of policy are to:

- a) be forwarded to the Union; and
- b) be posted on all bulletin boards, and distributed to Managers for placement in “on site manuals.” Managers will ensure all employees in their charge read and initial all documents.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.02 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within twenty (20) working days of the occurrence thereof, the aggrieved employee(s) with the Shop Steward present, if the employee desires, shall make oral or written presentation to their immediate supervisor and if the employee does not obtain satisfaction from their immediate supervisor, the case may be referred to the Union for review.

Step 2

Failing settlement of the grievance at Step 1, the Union may within ten (10) working days, submit the grievance in writing to the Executive Director or designate who shall, within ten (10) working days after receipt of the grievance, render a decision.

Step 3

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the Union will submit to the Board of Directors a written statement of the particulars of the grievance and the redress sought. The Board of Directors shall render their decision within thirty (30) working days after receipt of such notice.

Step 4

Failing a satisfactory resolve in Step 3, either party may proceed to Mediation and/or Arbitration.

12.03 Union and Employer May Institute Grievances

The Union and/or Employer and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

12.04 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

12.05 Grievance on Safety, etc.

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

12.06 Replies In Writing

Replies to grievances stating reasons shall be in writing at all stages.

12.07 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a facility, respecting space, and confidentiality limitations. The Employer shall also supply the necessary facilities for the grievance meetings.

12.08 Failure to Act Within Time Limits

If the grievor, the Employer, or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified the grievance shall be considered

abandoned. Either party may request, in writing, an extension to the time limits in Articles 12 and 13. Such permission shall not be unreasonably withheld.

- 12.09 An employee claiming to have been discharged or suspended without just cause may submit the grievance at Step 3.

ARTICLE 13 – ARBITRATION PROCEDURE

- 13.01 Within fourteen (14) calendar days after receiving the Board of Director's reply or failing a satisfactory settlement through mediation, either Party may refer the dispute to arbitration by giving notice to the other party in writing.
- 13.02 If the parties are unable to agree upon a sole arbitrator in seven (7) days, then either party may request that the Manitoba Labour Board appoint an arbitrator from the expedited arbitrators list, with each party maintaining one (1) veto.
- 13.03 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.
- 13.04 The sole arbitrator shall determine **their** own procedures, but shall provide full opportunity to all Parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision.
- 13.05 The decision of the sole arbitrator shall be final and binding and enforceable on all Parties and may not be changed.
- 13.06 Expenses of the Board
- Each party shall pay:
- one-half (½) the fees and expenses of the sole arbitrator.
- 13.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

ARTICLE 14 – DISCIPLINE

14.01 Right to Have Steward Present

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. The Employer shall give the employee advanced notice of the nature of the complaint. The employee shall be accompanied at the meeting by a union representative if **they** so desire.

A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have **them** present at any discussion with supervisory personnel which is for disciplinary action.

14.02 Personnel Records

Upon written request of an employee their personnel file may be examined by them, in the presence of a management representative of the Employer, at a pre-arranged time, provided that no part thereof is removed from the file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in **their** personnel record at their cost.

14.03 Any employee shall have the right to respond in writing to any document in their personnel file. This response shall be entered into the personnel file.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit calculated in accumulated paid hours, and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, demotion, lay-off, and permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis. However, overnight sleep/on-call hours shall not accrue seniority unless the employee is required to care for a client/resident in which case only such time spent providing care shall accrue seniority.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An up to date seniority list shall be sent to the Union and posted on all bulletin boards on May 1st of each year.

15.03 Probation for Newly Hired Employees

An employee shall be on probation only for the first ninety (90) calendar days of **their** employment. Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. An extension of up to an additional ninety (90) days can be requested by the Employer at the time of evaluation, which shall be done before the expiration of the original ninety (90) days.

15.04 a) Seniority will continue to accrue if an employee:

- i) is on any period of paid leave of absence;
- ii) is on any period of paid sick leave;
- iii) is on any period of paid vacation;
- iv) is on any period of approved unpaid leave of absence up to four (4) consecutive weeks;
- v) is on any period of full Workers Compensation benefits for a period of twelve (12) months;
- vi) is on an approved maternity, parental, adoption, or compassionate care leave as defined in the *Employment Standards Code*.

b) Seniority will be retained but will not accrue if an employee:

- i) is on approved unpaid leave of absence in excess of four (4) consecutive weeks;
- ii) is laid off for less than twelve (12) months;
- iii) is on the trial period of an out-of- scope position;
- iv) is on Workers Compensation Benefits in excess of twelve (12) months.

c) Seniority will be lost if:

- i) **they are** discharged for just cause and is not reinstated;
- ii) **they** resign in writing;
- iii) **they** fail to return to work within fifteen (15) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall;
- iv) **they** had been laid off continuously for a period of fifty-two (52) weeks;
- v) **they are** promoted or transferred out of the bargaining unit and **have** completed the trial period in the new position.

15.05 Where more than one employee has applied to work an extra shift, the senior employee, from the affected facility, shall be awarded the extra shift, provided that they are qualified and overtime does not occur.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, and the Employer has determined to fill which shall include the resignation of an incumbent, which falls within the scope of the Collective Agreement, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, each work location and on all bulletin boards for a minimum of **two (2) weeks**, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. The Employer shall indicate in writing, on the job posting, who the successful applicant is.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range as per Schedule A. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 No Outside Advertising

No applicants resulting from an outside advertisement shall be considered for any vacancy until the applications of present union members have been fully processed.

16.04 Role of Seniority in Promotions, and Staff Changes

Both parties recognize:

- a) the principle of job security within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service.

Therefore, promotions, transfers or changes involving part-time to full-time status or term to permanent status, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

16.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. **They** shall be given a trial period of two (2) months, during which time

they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification during the trial period, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

ARTICLE 17 – LAY-OFFS AND RECALLS

17.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

17.02 Role of Seniority in Lay-offs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up. **Any employee who bumps up shall be subject to a trial period as per Article 16.05. Should the trial period be unsuccessful, the Employee shall be entitled to bump as per Article 17.02(a) and the vacancy that is created as a result shall be posted in accordance with Article 16.01.**

The following procedure shall be followed upon an employee being notified of an impending lay-off:

- a) The employee will be provided with a letter clearly outlining their right to bump or to elect to go on active lay-off;
- b) The employee electing to bump must make their requested “bump” known to the Employer within five (5) days of receiving their notice;
- c) Once the employee’s bumping request has been approved, the employee shall not be permitted to change their request;
- d) The employee electing to go on active lay-off forfeits their right to bump and will remain on active lay-off until recalled by the Employer in accordance with this Agreement and/or shall be subject to the provisions of Article 15.04 whichever occurs first.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority depending on qualifications.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall dependent on qualifications.

17.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, **they** shall be paid for the days for which work was not made available.

17.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 18 – HOURS OF WORK

18.01 The Employer shall be responsible for establishing shift schedules in all facilities, taking into account supported individual's needs, contracted hours, regular hours of work, and operational requirements. The standard hours of work shall be eight (8) hours a day and forty (40) hours per week, which do not include overnight sleep/on-call hours. The standard hours of work shall not be construed as a guarantee of hours of work.

18.02 Hours of Work

Regular hours of work for full-time employees shall include two (2) paid rest periods of fifteen (15) minutes' duration and one-half (½) hour unpaid lunch period unless supervision of clients is required as authorized by the Facility Manager, whereby the lunch break shall be paid.

18.03 An employee who reports for work as scheduled, who has not been notified twenty-four (24) hours in advance of the cancellation of work and finding no work available shall be paid a minimum of three (3) hours however when such employee works for any portion of **their** scheduled shift, **they** shall receive pay for those hours worked. Notice shall mean a telephone call **or text message** to the phone number provided by the employee to the Employer.

- 18.04 The hours and days of work of each employee shall be posted at all work locations at least four (4) weeks in advance. Once posted the shift schedule shall not be changed without the mutual agreement of the parties, with the exception of emergency situations.
- 18.05 There shall be no split shifts unless by mutual agreement between the Employer and the employee, except where necessary for Supported Individual Living (SIL) Workers.
- 18.06 No employee shall work more than six (6) consecutive days (less if reasonably practical) except by mutual agreement between the employee and the Employer.
- 18.07 Days off shall be consecutive wherever reasonably practical.
- 18.08 Unless otherwise mutually agreed, an employee shall be granted a minimum of every second weekend off, whenever possible.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

All time worked in excess of eight (8) hours in one (1) day and/or **forty (40)** hours in one (1) week shall be considered overtime. Overnight sleep/on-call periods shall not be considered time worked unless the employee is required to care for a supported individual/resident in which case the employee will be paid for such time at the applicable hourly or overtime rate, whichever applies.

- 19.02 Overtime must be approved by administration and may be banked at one and one-half time (1½ X) the hourly rate. If the employee so chooses, time worked over a regular shift but is less than eight (8) hours per day, may be banked hours at straight time.
- 19.03 Overtime incurred due to emergencies such as intakes and crisis work wherever possible will be approved at the discretion of the facility manager and will not have to be pre-approved by administration.

19.04 Accumulation of Overtime

All employees for the duration of this contract, shall be permitted to bank their overtime up to a maximum of forty (40) hours and opt for compensating time off at a time which is mutually agreed to by the employee and the Employer. All annual accumulation must be utilized during the fiscal year in which it was accrued.

ARTICLE 20 – GENERAL HOLIDAYS

20.01 An employee is eligible for holiday pay in relation to a general holiday unless:

- a) **They are absent on their first scheduled workday before or after the holiday without the Employer’s consent; or**
- b) **The holiday falls on a day that would normally be a workday for the employee, and the employee:**
 - i) **is required or scheduled to work on the holiday, and**
 - ii) **is absent on that day without the Employer’s consent.**

An employee required to work on a general holiday is entitled to one and one-half times (1½ X) the basic rate of pay.

The Employer and the Union will recognize the following as general holidays:

- | | |
|-------------------------------------|-----------------|
| New Year’s Day | Louis Riel Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Terry Fox Day | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |
| Truth and Reconciliation Day | |

and any other day proclaimed as a holiday by the Provincial Government.

If the declared holiday falls on either a Saturday or a Sunday, administration will designate the Friday preceding, or the Monday following, as the day to observe the holiday.

20.02 Religious Holidays

- a) **Employees desiring to observe recognized religious holidays will be allowed up to two (2) days’ time off with pay through one (1) of two (2) options:**
 - i) **Time off in lieu of Easter Monday or Boxing Day; or**
 - ii) **Mutually agreed to alternate arrangements.**

If an Employee wishes to switch out Boxing Day for another recognized religious holiday, then the Employee must advise the Employer no later than September 30th of the applicable calendar year.

If an Employee wishes to switch out Easter Monday for another recognized religious holiday, then the Employee must advise the Employer no later than January 31st of the applicable calendar year.

Subject to the above, ALL recognized religious holidays must be requested through the vacation scheduling process or through requests for time off.

20.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted general holidays falls on an employee's scheduled day off, the employee shall receive a day off with general holiday pay within thirty (30) calendar days after the holiday. Where no overtime cost shall result, the employee may request their general holiday pay to be paid out on their scheduled day off in lieu of another day off. A day off given in lieu of recognized holiday may be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

20.04 If a general holiday falls on a day on which an employee is receiving sick leave benefits, **they** shall be paid for the holiday and such pay shall not be deducted from sick leave credits.

ARTICLE 21 – VACATIONS

21.01 Employees shall earn vacation on a pro-rata basis. Vacation entitlement will be based on years of service from an employee's anniversary date. No vacation shall be earned during any period of leave of absence.

Effective the first bi-weekly period which includes April 1, 2008, employees shall accrue vacation on a pro-rata basis as follows:

- a) Commencing in the first (1st) year of employment – two (2) weeks – four percent (4%)
- b) Commencing in the second (2nd) year of employment to the fourth (4th) year of employment – three (3) weeks – six percent (6%)
- c) Commencing in the fifth (5th) year of employment to the tenth (10th) year of employment – four (4) weeks – eight percent (8%)
- d) Commencing in the eleven (11th) year of employment to the nineteenth (19th) year of employment – five (5) weeks – ten percent (10%)
- e) Commencing in the twentieth (20th) year of employment – six (6) weeks – twelve percent (12%)

- f) In recognition of length of service, each full-time and part-time employee shall receive one (1) additional week of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e., 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Employees with twenty (20) or more years of service may accept a one (1) time payment of one thousand dollars (\$1,000.00) in lieu of the bonus weeks of vacation.
- 21.02 For the purposes of this Agreement, a vacation year is the period beginning on April 1st and ending on March 31st of the next year. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee.
- 21.03 Employees working under twenty (20) hours per week and term employees will receive their vacation pay with each cheque.
- 21.04 If a general holiday falls or is observed during an employee's annual vacation period, the employee shall be paid vacation pay for the general holiday and will also be granted an additional day off with pay for the general holiday, to be taken thirty (30) days of the date upon which the general holiday was observed.
- 21.05 Employees shall be granted a preference of vacation based on operational needs and seniority.
- 21.06 Vacation Pay on Termination
- An employee terminating **their** employment at any time in **their** vacation year, before **they have** had **their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Conversely, should an employee owe vacation days to the Employer, the payment of such days shall be deducted from the final pay.
- 21.07 An employee shall be entitled to receive **their** vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. **During the months of June, July, and August, employees may only take two (2) weeks' vacation at once.**
- 21.08 Vacation credits shall be calculated on regular hours and scheduled overtime hours worked and shall be exclusive of any other overtime and any and all other premiums.
- 21.09 An eligible employee who has completed less than one (1) year's continuous employment as of cut-off date indicated in Article 21.02 will be granted vacation on a pro rata basis. 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.

- 21.10 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
- 21.11 Unless otherwise agreed by the Employer and employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation. The employee shall have the right to indicate which day of the week **their** vacation begins. Employees may retain five (5) individual days of their vacation allotment to be taken during the vacation year. Employees with four (4) or more weeks of vacation may request that five (5) days of vacation pay be paid to them during their vacation period in order to compensate for loss of night block fees. **If an employee is entitled to five (5) or more weeks of vacation, they may request that up to ten (10) days' of vacation pay be paid to them during their vacation period in order to compensate for loss of night block fees.**
- 21.12 The Employer will **provide to employees their** projected vacation entitlement list on April 15th prior to the vacation cut-off date as per Article 21.02. Employees shall indicate their preferences as to dates by April 30th. An employee who fails to indicate their choice of vacation by April 30th shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 21.13 The Employer will **advise employees of their** approved vacation schedule by **May 25th**. The Employer will give due consideration to employee preference and, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 21.14 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances, the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under *The Workers Compensation Act*. Employees shall, where possible, schedule all appointments outside working hours.

22.02 Amount of Sick Leave Paid

Sick days shall accumulate at the pro-rata rate of one and one-quarter (1¼) days per

month (6%) on regular hours of work up to a maximum of one hundred and twenty (120) days. Sick leave will be used to offset the elimination period. An employee may claim sick leave for a period of time not to exceed the elimination period.

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

22.03 Illness In The Family

Where no one other than the employee can, without cost, provide for the needs during illness of an immediate member of **their** family, an employee shall be entitled to use accumulated sick leave for this purpose.

22.04 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that **they were** unable to carry out **their** duties due to illness.

22.05 Sick Leave During Leave of Absence and Lay-off

When an employee is given paid leave of absence for any reason, **they** shall receive sick credit for the period of such absence on **their** return to work. Employees shall not accrue sick leave credits during any period of unpaid leave of absence but shall retain **their** cumulative credit, if any, existing at the time of such lay-off.

22.06 Sick Leave Records

Each calendar year, the administration shall advise each employee in writing of the amount of sick leave accrued to **their** credit if requested. The total must be confirmed with administration.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions, committees or seminars shall be allowed leave of absence without pay, providing four (4) weeks' notice has been given.

23.02 Leave of Absence for Full-Time Union Duties

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to one (1) year. Such leave may be renewed annually, by mutual

consent of the Union and the Employer. Seniority and benefits will not accrue during this period, but shall be retained.

23.03 Paid Bereavement Leave

- a) An employee who is regularly scheduled five (5) shifts in a week (Sunday to Saturday) shall be granted five (5) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of a parent, spouse, common law spouse, same sex partner, sibling, fiancé, child, **stepchild**. An employee who is regularly scheduled less than five (5) shifts in a week (Sunday to Saturday) shall be granted five (5) consecutive calendar days' leave without loss of pay or benefits. The first day of **these** leaves shall commence on the date of death.

An employee who is regularly scheduled five (5) shifts in a week (Sunday to Saturday) shall be granted three (3) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of In Laws, Grandparents, Grandchildren, former guardians or wards. An employee who is regularly scheduled less than five (5) shifts in a week (Sunday to Saturday) shall be granted three (3) consecutive calendar days' leave without loss of pay or benefits. The first day of **these** leaves shall commence on the date of death.

An employee who is regularly scheduled five (5) shifts in a week (Sunday to Saturday) shall be granted two (2) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of any other relative in the household or any other relative for whom the employee has bereavement responsibilities. An employee who is regularly scheduled less than five (5) shifts in a week (Sunday to Saturday) shall be granted two (2) consecutive calendar days' leave without loss of pay or benefits. **The** first day of **these** leaves shall commence on the date of death.

An employee shall be granted up to three (3) unpaid days of leave for a person who stands in the place of a relative for the employee regardless of whether or not any genetic relationship exists between such person and the employee.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment of cremation is at a later date.

- b) Where the burial occurs outside the province, such leave shall also include reasonable travel time not to exceed three (3) days.
- c) Mourners' Leave

One-half (½) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer or mourner. For a funeral held outside of a thirty (30) kilometre radius of Neepawa, an additional one-half (½) day shall be granted.

Additional leave may be granted upon application to the Employer.

23.04 Jury/Witness Duty

Any employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay for the first five (5) days, and remit to the Employer any payment received except reimbursement of expenses.

23.05 Maternity/Parental/Interpersonal Violence/Critical Illness or Injury/Compassionate Care

The Employer agrees to grant leaves of absence for Maternity/Parental/**Interpersonal Violence/Critical Illness or Injury/Compassionate Care and any other leaves** in accordance with Manitoba *Employment Standards Code*.

23.06 An employee, upon request in writing being made to the Employer, with four (4) weeks' notice, where possible may be granted a leave of absence without pay for good and sufficient reason. Such leave will not be unreasonably withheld. Benefits and seniority shall be retained during this period.

23.07 Training

The Employer shall cover the cost of all mandatory training programs. Hours spent in mandatory training programs will be paid, if during the individuals working hours, time will be banked hour for hour if the training is during an employees' off time. If the course is held outside of Neepawa, reasonable travel time up to a maximum of eight (8) hours in one day inclusive of course time will be paid. No overtime costs shall result. All additional approved hours in excess of eight (8) hours will be banked at straight time rates.

Should an employee complete a course, or level of training with the approval of the Employer, that is deemed to be job related, that employee shall be reimbursed from Touchwood Park Association for all the tuition costs and cost of materials for the above- mentioned course or level of training.

23.08 Return to Same Position

All employees granted leave of absence as noted in Article 23 shall return to the same or comparable position they occupied at the start of the leave.

ARTICLE 24 – JOB CLASSIFICATION/RECLASSIFICATION

24.01 Job Description

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

24.02 Changes in Classifications

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

24.03 Changes to Existing Job Descriptions

An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 A committee shall be appointed of two (2) representatives from the Union and two (2) representatives of the Employer to maintain and review the benefit plans.

25.02 a) Group RRSP will be offered as an optional benefit and must be activated and presented to the Administrative office, after completion of one thousand five hundred sixty (1560) regular hours of employment for full-time employees and for part-time employees with a minimum of twenty (20) regular hours per week.

Effective two (2) weeks from the date of ratification, the Employer will contribute to RRSP at five (5%) percent. Contributions will be based upon pre-tax regularly scheduled hours of work only. Regularly scheduled hours of work will include sick leave and vacation/holidays, but will not include casual/pick-up shifts, premiums, overtime, block fees for overnight sleep/on-call hours, etc. Employees must contribute at least three (3%) percent to the RRSP or may choose to contribute up to five (5%) percent to the RRSP. Employees must declare their percentage of contribution **and any changes must be submitted to the Employer prior to March 15th of any year, effective April 1st of that year.**

(b) Group Health/Insurance Package will be offered following the standard probationary period to full and part-time employees who work a minimum of twenty (20) regular hours per week. This also applies to part-time employees who work two or more (2+) positions with regular scheduled hours that total a minimum of twenty (20) regular hours per week.

i) Group Life, Accidental Death and Dismemberment, Dependents and Long Term Disability will be paid 100% by the employee.

- ii) Extended Health Care cost shall be paid 50% by the Employer and employee.

ARTICLE 26 – TERMINATIONS

- 26.01 An employee may terminate **their** employment with the Employer by giving two (2) weeks' written notice.
- 26.02 Employment may be terminated with lesser notice or without notice:
 - a) by mutual agreement between the Employer and the employee; or
 - b) in the event an employee is dismissed for sufficient cause to justify lesser or no notice;
 - c) during the first thirty (30) days of the probationary period.
- 26.03 The Employer will make available, within five (5) working days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 27 – GENERAL

27.01 Bulletin Boards

The Employer shall provide at least one (1) bulletin board per work location, which shall be placed so that all employees will have access to it (them), upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. A copy of posted material will be forwarded to the Employer.

- 27.02 Employees who are required by the Employer to use their vehicle for job-related duties will be compensated. The rate of compensation will be based on the Provincial Government rates per kilometre that will be implemented on April 1st of each Agency Fiscal Year.

- 27.03 Employees shall have access to and assistance in using agency owned office equipment for work related purposes only.

27.04 Cash Shortages

An employee handling cash shall not be responsible for shortages except in the case of **their** conviction for theft of such cash.

ARTICLE 28 – JOB SECURITY

28.01 Parking

Wherever possible, the Employer shall provide adequate parking, at no charge to the employee.

28.02 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that at no time will an employee or group of employees be laid-off or terminated so that the duties that they perform can be contracted out to any other agency or group of individuals.

28.03 Indemnification

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them in the performance of their duties as per specifications and allowances of current general liability insurance policy.

28.04 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES

29.01 Pay Periods

Pay periods shall be bi-weekly. A deduction sheet shall be included with each pay cheque. Employees shall be paid in accordance with Schedule A attached to and forming part of this Collective Agreement. Time sheets will be turned in to the Administration office by Monday morning following the end of each bi-weekly pay period. Pay cheques will be available at the Administration office by 9:00 a.m. Friday.

29.02 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer to perform principle duties of a higher paying position, **they** shall receive the rate for the job.

The employee shall qualify for any pay increments based on **their** length of service in **their** temporary assignment. Where the higher position is outside of the bargaining unit, **they** shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. This article may be modified by mutual consent between the employee and the Employer.

29.03 Payment on Transfer Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, **their** rate shall not be reduced. Where an employee performs the duties of a lower paying position, other than in a lay-off/recall situation or at the request of the employee, the employee's rate of pay shall not be reduced.

29.04 Expenses

Employees shall be reimbursed for pre-approved, reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration. Pre-authorization is not needed in *bona fide* emergency situations.

29.05 Increments

- a) All new employees shall begin at the first increment level in their classification.
- b) The anniversary date for increments will be the actual date of employment or the date at which the employee is reassigned at a higher level, or upon completion of two thousand eighty (2080) hours for non-full-time employees to whom incremental levels apply.
- c) Where an employee voluntarily transfers to a lower or equally paid classification, they shall be paid at the same increment step in the new classification as they were at the old classification.
- d) Where an employee is promoted, their new and future salary will be the rate of the new job title which is next higher to their rate on their former job title.

29.06 Extreme Weather

All employees that are absent from work due to closure of highways by the RCMP or the Department of Highways shall not be subject to loss of pay. The phone number for the RCMP is (204) 476-7340.

ARTICLE 30 – EXPIRATION AND RENEWAL

- 30.01 a) This Agreement shall take effect and be binding upon all parties from May 1, 2022 to April 30, 2025.

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

30.02 Changes in Collective Agreement

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

30.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.

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

30.05 The retroactive wage increase shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.

ARTICLE 31 – APPENDICES AND LETTERS OF UNDERSTANDING

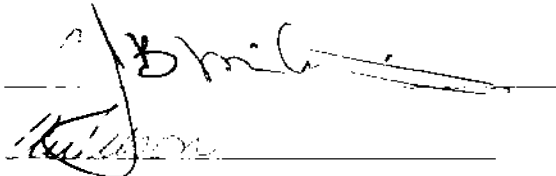
31.01 All Appendices and Letters of Understanding that are attached to this Agreement shall be considered as forming part of this Agreement.

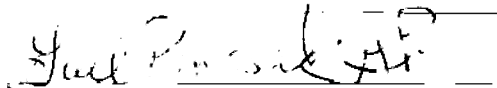
IN WITNESS WHEREOF the parties hereto have executed these presents

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**





SM:pnf
cope491
Feb 24 2023

TOUCHWOOD PARK ASSOCIATION INC.

SCHEDULE A

Residential Services, Day Services & Supported Independent Living (SIL)	Start	Mid	Top
Manager	\$16.00	\$16.50	\$17.50
DSW & SUI	\$15.00	\$15.50	\$16.50

Effective May 1, 2023, wage rates will be increased in each year by the percentage amount of the permanent funding increases for wages received by the Employer from Government.

Retroactive wages apply from November 1, 2022.

Night Block Fees

Employees working overnight sleep/on-call periods during Monday to Friday will be paid **one hundred ten dollars (\$110.00)** per night. Employees working overnight sleep/on-call periods during the weekend shall receive **one hundred thirty dollars (\$130.00)** per night.

Retroactive night block fees apply from November 1, 2022.

SM:pnf
cope4
Feb 24 2023

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

TOUCHWOOD PARK ASSOCIATION INC.

RE: THE VULNERABLE PERSONS ACT

WHEREAS, Manitobans recognize that vulnerable persons are presumed to have the capacity to make decisions affecting themselves, unless demonstrated otherwise;

AND WHEREAS, it is recognized that vulnerable persons should be encouraged to make their own decisions;

AND WHEREAS, it is recognized that the vulnerable persons' support network should be encouraged to assist the vulnerable person in making decisions so as to enhance his or her independence and self-determination;

AND WHEREAS, it is recognized that any assistance with decision-making that is provided to a vulnerable person, should be provided in a manner that respects the privacy and dignity of the person, and should be the least restrictive and least intrusive form of assistance that is appropriate for the circumstances;

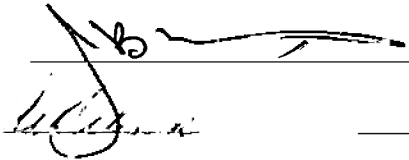
AND WHEREAS, it is recognized that substitute decision making should be invoked only as a last resort when a vulnerable person needs decisions to be made and is unable to make these decisions by himself or herself or with the involvement of members of his or her support network;

THEREFORE, the Union shall recognize that the clients of Touchwood Park Association Inc. are protected under *The Vulnerable Persons Act (Bill 30, part 2 of The Manitoba Human Rights Code)*.

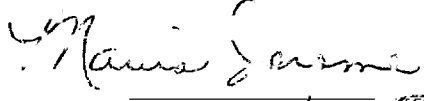
AND THEREFORE, the Union will work pro-actively with the Employer to ensure that the above principles shall be applied in the implementation of the Articles of the Collective Agreement.

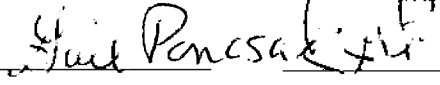
SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**





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LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

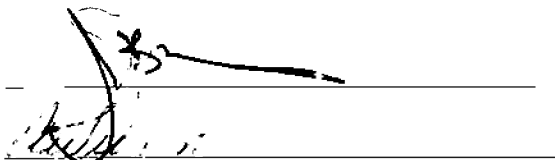
TOUCHWOOD PARK ASSOCIATION INC.

RE: ESCORTS OF CLIENTS

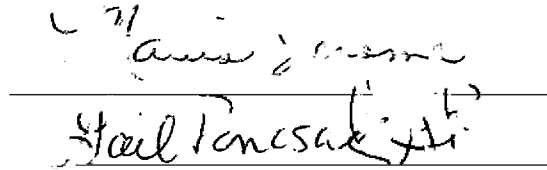
Escorting Supported Individuals is voluntary and must be authorized by the Executive Director or her designate. The only cost that an escort should incur is for personal spending. Because the Supported Individual covers the expenses for their escort, the escort will be paid for their regularly scheduled hours of work only. Night block fees will not be paid during such outings.

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**



SM:pnf/cope491

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

TOUCHWOOD PARK ASSOCIATION INC.

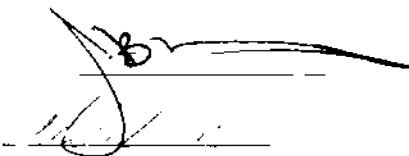
RE: ABUSE OF SICK TIME

The Union agrees that abuse of sick time is both detrimental to the Employer as well as to the bargaining unit.

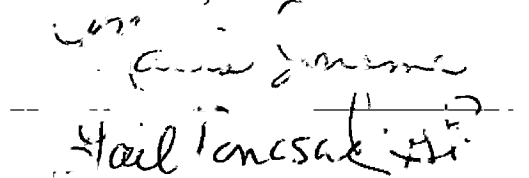
The Union further agrees to work pro-actively with the Employer in identifying and combating abuse of sick time.

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**



SM:pnf/cope491

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

TOUCHWOOD PARK ASSOCIATION INC.

RE: FUND RAISING EVENTS

The Union recognizes that as a funding requirement of a non-profit organization, employees are encouraged to participate in fund raising events during both working and off hours.

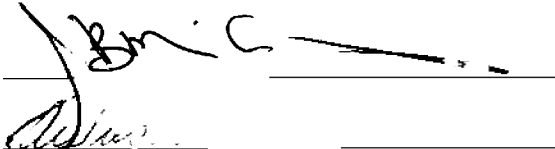
Participation in such activities during work time may be mandatory as per instruction from administration, and will be paid.

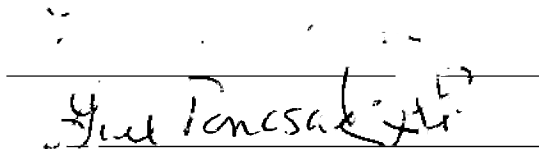
The Union agrees to support the use of volunteers for fund raising events.

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**





SM:pnf/cope491

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

TOUCHWOOD PARK ASSOCIATION INC.

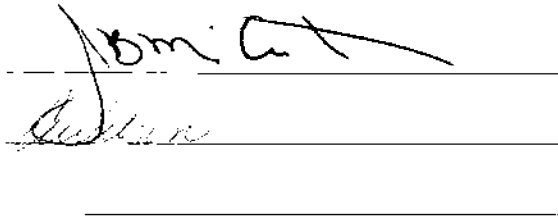
RE: SALARIES OVER-SCALE

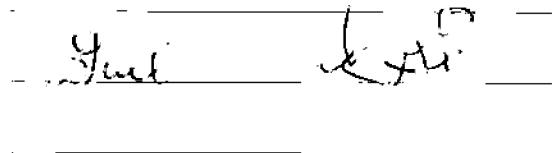
The Employer will provide all salaries of employee(s) presently being paid over-scale within their classification. Both parties recognize that these individuals will receive all negotiated increases.

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**





SM:pnf/cope491

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4132

AND

TOUCHWOOD PARK ASSOCIATION INC.

RE: HEALTH & WELLNESS BENEFIT

The Employer agrees to pay to all non-probationary full and part-time employees a Health and Wellness benefit as set out below.

Employees may utilize the funds for health and dental expenses incurred and not otherwise covered by another plan. Proof of purchase must be provided. Receipts may be redacted to edit out personal health information.

Employees must be actively at work on May 1 and November 1 of each year to be eligible for payment.

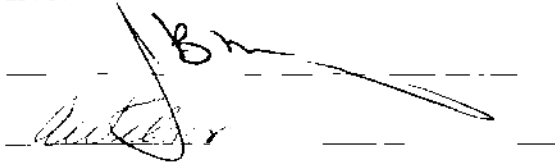
For the purposes of this Letter of Understanding, actively at work shall include employees on paid leave of absence.

Payment in the amount of **one hundred eighty-five dollars (\$185.00)** shall be paid in each of **2022, 2023, and 2024** as follows:

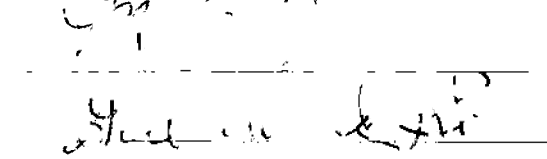
- November 1, **2022** – to be paid within sixty (60) days of ratification
- May 1 and November 1 of **2023** and **2024**
- Receipts to be submitted by April 15 and October 15 of each year

SIGNED this 5th day of June, 2023.

**ON BEHALF OF THE EMPLOYER:
TOUCHWOOD PARK ASSOCIATION
INC.**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4132**



SM:pnf/cope491