

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / *Canadian Union
of Public Employees*
LOCAL 3085

- AND -



**ASSOCIATION FOR COMMUNITY LIVING – SELKIRK
AND DISTRICT BRANCH INC.
(INCLUSION SELKIRK DAY SERVICE)**

**TERM OF AGREEMENT:
OCTOBER 1, 2021 TO SEPTEMBER 30, 2028**

TABLE OF CONTENTS

PREAMBLE1
ARTICLE 1 - SCOPE OF RECOGNITION.....1
ARTICLE 2 - DURATION.....1
ARTICLE 3 - MANAGEMENT RIGHTS2
ARTICLE 4 - UNION DUES - SECURITY3
ARTICLE 5 - UNION REPRESENTATION3
ARTICLE 6 - RESPECTFUL WORKPLACE4
ARTICLE 7 - DEFINITIONS.....5
ARTICLE 8 - UNION BINDERS.....7
ARTICLE 9 - GRIEVANCE PROCEDURE.....7
ARTICLE 10 - ARBITRATION PROCEDURE.....9
ARTICLE 11 - SENIORITY10
ARTICLE 12 – SICK LEAVE AND FAMILY LEAVE.....11
ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS13
ARTICLE 14 - ANNUAL VACATIONS.....14
ARTICLE 15 - GENERAL HOLIDAYS16
ARTICLE 16 - LEAVE OF ABSENCE17
ARTICLE 17 - HOURS OF WORK.....20
ARTICLE 18 - OVERTIME.....21
ARTICLE 19 - TRANSPORTATION/LICENCE22
ARTICLE 20 - LAYOFF AND RECALL.....22
ARTICLE 21 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL
FILES23
ARTICLE 22 - COMMITTEES.....24
ARTICLE 23 - JOB DESCRIPTIONS24
ARTICLE 24 - WAGES AND BENEFITS25
ARTICLE 25 - SUPPORT STAFF CLASSIFICATIONS.....26
ARTICLE 26 - TRAINING26
SCHEDULE “A”28
LETTER OF UNDERSTANDING.....29
RE: PERCEPTION AND AWARENESS29
LETTER OF UNDERSTANDING.....30
RE: GOVERNMENT FUNDING.....30

PREAMBLE

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

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate **MLB-7540**.

1.02 Work of the Bargaining Unit

Persons who are not employees of the Employer shall not work on jobs on a regular and recurring basis which have been determined as being within the scope of the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training, demonstration or emergency.

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

ARTICLE 2 - DURATION

2.01 (a) This Agreement shall be in full force and effect from the October 1, **2021** to September 30, **2028**.

(b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

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

- 2.02 Should either party desire to propose changes to this Agreement, it 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 (September 30). Within thirty (30) calendar days of the receipt of the 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.
- 2.03 This Agreement may be amended during its term by mutual agreement.
- 2.04 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.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency; and
 - (b) hire, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that the employee has been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.
- 3.02 In administering this Agreement the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 3.03 It is the exclusive function of the Employer to manage the Centre and, without restricting the generality of the foregoing, the right to plan, direct the work force, determine the number of personnel required from time to time, services to be performed and the methods, procedure and equipment in connection therewith; the schedule of work, the right to assign jobs; increase or decrease the working force, determine the methods, duties and schedules of work, determine the job content and classification and to determine the number of employees in a

classification; to set the quantity and quality of work to be performed; designate the place of work and curtailment or cessation of operation.

ARTICLE 4 - UNION DUES - SECURITY

- 4.01 As a condition of employment, all new employees shall become and remain members of the Union within thirty (30) days of employment.
- 4.02 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement.
- 4.03 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every pay day, and shall be forwarded to the Secretary-Treasurer of the Union within two (2) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 4.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 4.05 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4.06 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 5.03 When meeting with the Employer to conduct negotiations the maximum number of employees who will be entitled to leave of absence will be two (2).
- 5.04 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.

- 5.05 All correspondence arising out of this Agreement shall pass to and from the Human Resource Director or designate and the Shop Steward or National Representative of the Local Union or designate.
- 5.06 Employees serving on the negotiating committee on behalf of the Union when revisions to this Agreement are being negotiated shall not suffer a loss of earnings of basic pay as a result, but the schedules for the said employees shall be established and adjusted if necessary such that they perform their regular duties to earn all hours paid and they are able to attend all negotiation meetings at times when they are not scheduled to work.
- 5.07 Employees may not conduct Union business during work hours or at any of agency program or work sites, except as may be required to assist in any investigation or settlement referred to in 5.04.
- 5.08 **Copies of Agreement**
- On commencing employment, the employee's supervisor shall give the employee the contact information provided pursuant to 5.01. The Steward or Representative will provide them with a copy of the Collective Agreement.**
- 5.09 **The Employer shall provide contact information of all employees every April and an orientation schedule of newly hired employees to the shop steward as soon as reasonably practicable. The shop steward, or other Union Representative, shall be given a scheduled fifteen (15) minutes during the orientation to share Union information. If the shop steward or Union Representative is unable to attend the orientation at the scheduled time, the Union will provide the Employer with a written package for each new employee with the Union's contact information.**

ARTICLE 6 - RESPECTFUL WORKPLACE

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

6.02 Harassment

The Employer and Union agree that no form of harassment (**including personal harassment**) or bullying shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by the **Human Resource Department**.

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

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

ARTICLE 7 - DEFINITIONS

- 7.01 An employee is a person employed by the Employer and covered by this Agreement.
- 7.02 A "full-time" employee is one who regularly works at least thirty-two and one-half (32½) hours per week.
- 7.03 A "part-time" employee is one who regularly works less than thirty-two and one-half (32½) hours per week.
- 7.04 A "term" employee shall be employed for a specific time period **to a maximum period of eighteen (18) months** or until completion of a particular project within a specific department. An employee in a term position may be required to complete the term before being considered for other term positions in the bargaining unit.
- 7.05 A "probationary" employee is a newly hired employee who has not completed four hundred and eighty-seven point five (487.5) hours of work from date of hiring. This period may be extended if the Employer, so requests and the Union agrees, such consent not to be unreasonably withheld. A probationary employee shall have no right to challenge a dismissal during or at the conclusion of the probationary period, unless there are allegations of discrimination. **Where the probation is extended, the Employer will meet with the employee to discuss performance expectations.**

A probationary employee shall have no right to challenge a dismissal during or at the conclusion of the probationary period, unless there are allegations of discrimination.

- 7.06 A "grant" employee is one who is employed under the conditions of a specific government or agency grant and whose duties are not primarily those in which regular full-time and part-time staff would normally be engaged. Grant employees shall receive wages and benefits according to the provisions of the grant.
- 7.07 A "casual" employee is any employee who is not full-time, part-time or term (i.e. works irregularly). The terms of this Agreement shall not apply to casual employees, except as follows:
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
 - (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - (c) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one- and one-half times (1.5 x) the rate set out in (b) above, except for Remembrance Day, when all work shall be paid at double time (2 x).
 - (d) Casual employees shall be entitled to overtime pay at the rate of one and one-half times (1.5 x) the rate set out in (b) above.
 - (e) Casual employees shall be subject to dues deduction as reasonably required by the Union in a non-discriminatory manner, e.g. based on the current percentage principle.
 - (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (g) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours' pay at the basic rate.
 - (h) Casual employees shall have access to the grievance and arbitration articles herein only for an alleged breach of this Article (7.07).
 - (i) When a casual employee accepts a part-time or full-time position, the hours the employee worked in the year prior to accepting the position shall be counted in establishing the employee's wage rate.

- (j) **Full or part-time employees whose status is changed to “casual” and who revert to full or part-time status within one year of the loss of full or part-time status shall have their previous seniority as a full or part-time employee recognized when full or part-time status is regained. These employees’ previous seniority shall not be recognized for any purpose while holding “casual” status.**
- (k) Subject to operational requirements, the Employer may grant a request by a full-time or part-time employee with three (3) or more years of seniority to revert to casual status. In the event that the Employer grants such a request, the affected employee shall:
 - (i) retain the same wage rate held at the time of reverting to casual;
 - (ii) receive general wage increases on the wage rate in (i) above, but not step increases; and
 - (iii) in the event that the employee becomes a full-time or part-time employee again, the employee’s paid hours at the time of reverting to casual shall be restored for the purposes of the wage schedule.
- (l) Casual employees who do not work for a period of three (3) months without justifiable reason shall be considered to have had their service broken. Any subsequent hours worked shall be accumulated as a new hire.

7.08 The term "Employer" and/or "Centre" shall mean the **Inclusion Selkirk Day Service**.

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

ARTICLE 8 - UNION BINDERS

8.01 A binder for the use of the Union will be provided by the Employer at each **Inclusion Selkirk Day Service** site. All material put in the binder must be submitted to the immediate supervisor and is subject to approval. Such approval shall be within five (5) days and not unreasonably withheld. The binders shall be kept in locations where employees have access at all times.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

9.03 **Step 1**

Any grievance may be raised by an employee with the employee's (excluded) supervisor at the first stage within seven (7) working days of the action complained of. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) working days of return **or fourteen (14) days from the occurrence of the event giving rise to the grievance, whichever is the earlier.**

9.04 **Step 2**

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

9.05 **Step 3**

Should the grievance not be resolved with the reply from the Human Resource Director, the Union may submit the grievance to the Executive Director or designate within fourteen (14) working days of receiving the Human Resource Director's reply. The Executive Director or designate shall respond within fourteen (14) working days.

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

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

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

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 Within fifteen (15) working days after receiving the reply of the Executive Director and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no action is taken by either party within the said fifteen (15) day period, the grievance will conclusively be deemed to have been abandoned.
- 10.02 Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:
- (a) Kristin L. Gibson
 - (b) A. Blair Graham, K.C.
 - (c) **Karine Pelletier**
 - (d) Michael D. Werier
- 10.03 The arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 10.04 The arbitrator shall determine procedure but shall provide full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute and render a decision within thirty (30) calendar days from the conclusion of the hearing.
- 10.05 The final decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed, except that either party may apply within five (5) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the decision.
- 10.06 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 10.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 10.08 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and such agreement shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.

- 10.09 The grievance and arbitration proceedings set out herein are intended to be exhaustive of the remedies of the parties and the employees, and in particular, any employee who feels unjustly dismissed from employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as the **number of hours worked (including vacation)** since the date the employee last entered the service of the Employer.
- 11.02 Where the qualifications, fitness and ability of employees are relatively equal, in matters of promotion, demotion, transfer, layoff and recall, seniority shall be the governing factor.
- 11.03
- i. Seniority will continue to accrue if an employee:**
 - (a) is on any period of paid sick leave;**
 - (b) is on any period of paid vacation;**
 - (c) is on any paid bereavement leave;**
 - (d) is on any period of Workers' Compensation benefits (up to twenty-four [24] months);**
 - (e) is on any period of long-term disability (up to twenty-four [24] months); and**
 - (f) is on maternity, parental or any other leaves provided under *The Employment Standards Code* where employment is deemed to be continuous.**
 - ii. Seniority and employment within the bargaining unit will terminate if an employee:**
 - (a) resigns;**
 - (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure;**
 - (c) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;**
 - (d) is laid off for more than twelve (12) months;**

- (e) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (f) fails to communicate with the Employer or report to work as required in Article 20 (Layoff and Recall);
- (g) is absent from work for two (2) consecutive working days without a written leave of absence unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered satisfactory reason;
- (h) is on any period of Workers' Compensation leave (longer than twenty-four [24] months) and cannot be accommodated to work without undue hardship; or**
- (i) is on any period of long-term disability (longer than twenty-four [24] months) and cannot be accommodated to work without undue hardship.**

11.04 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative or to any employee in the bargaining unit, when requested, in writing, to a maximum of one (1) time per year per requesting party.

ARTICLE 12 – SICK LEAVE AND FAMILY LEAVE

12.01 A full-time, part-time or term employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, shall be entitled to the employee's regular basic pay to the extent that the employee has **accrued sick leave**.

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

12.02 An employee who will be absent under the conditions outlined in Article 12.01 must give the Manager of the Centre, or designate, direct notice at least one (1) hour prior to their start time, **with the exception that employees shall not call between midnight and 6:00 a.m.** An employee who does not provide such notice may not be entitled to their **sick leave** benefit. Employees shall have the right to Union representation when there is a question to the validity of the time of their call.

Direct notice is defined as a voice mail message to the Day Program Manager including name, contact number, reason for absence, including the type of leave sought to be used (sick, family, etc.).

- 12.03 **Sick leave** shall accumulate at the rate of one and one half (1½) days per month with a maximum of two hundred and eight (208) days, prorated for part-time and term employees on all paid regular hours, but an employee may not use **sick leave** earned while on **sick leave** until after a subsequent period of work. **Sick leave** is to be used only for the employee's own illness or as set out in Articles 12.01, 12.09 and **12.11**.

All employees hired after December 1, 2006 will have a ceiling of one hundred and forty (140) hours' (equal to seven [7] hours per day for four [4] weeks) accumulated income protection.

- 12.04 The Union agrees that in cases of suspected abuse of **sick leave**, disciplinary action may be taken by the Employer, and the Union further agrees to work with management in the review of **sick leave** utilization.
- 12.05 An employee shall accumulate but will not be entitled to the paid **sick leave** benefits for any sickness occurring during the probationary period.
- 12.06 All paid **sick leave** will be deducted from **accrued sick leave** to the next nearest quarter hour.
- 12.07 If an employee is to be absent for illness for a period exceeding the employee's, **accrued sick leave** including Employment Insurance Disability Benefits, the employee must request, or cause someone on the employee's behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) **calendar days before** the last paid day of **sick leave**. 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 nine (9) months.
- 12.08 Upon written request, to a maximum of two (2) times per year, the Employer shall provide information to the employee, in writing, as to the amount of the employee's accrued **sick leave**.
- 12.09 Where no one else is available to care for an ill **child**, spouse, **common law spouse**, or parent, employees may use up to two (2) days per year from their **accrued sick leave** credits to care for the ill **child**, spouse, **common law spouse**, or parent.
- 12.10 An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid family leave each year, but only to the extent that the leave is necessary

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

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

12.11 An employee taking family leave under 12.10, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the family leave.

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

ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS

13.01 All vacant positions which fall within the scope of this Agreement shall be posted in the Union binder for at least five (5) working days. Such postings shall state required qualifications, current or anticipated shift, and/or hours of work and wage rate. The Employer will provide a copy of such postings to a shop steward designated by the Union.

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

- 13.02 The name of the successful applicant for any position posted in accordance with this Article will be revealed in writing within five (5) working days of the decision in the Union binder and the notice shall be left in the Union binder **for at least five (5) working days.**
- 13.03 All promotions and voluntary transfers are subject to a four hundred eighty-seven and one-half (487.5) hour trial period, during which or at the conclusion of which the employee may be returned to the employee's former position, as soon as operational requirements permit, if in the opinion of the Employer the employee is unsuited to the position tried, or if the employee wishes to revert voluntarily to the former position. The replacement employee may be subject to immediate layoff without notice, subject to this clause.
- This is additional to the Employer's overriding power to discipline for just cause, the exercise of which could result in more serious consequences to the employee, up to and including dismissal.
- Trial periods may be extended by mutual consent.
- 13.04 Employees shall not be eligible to apply for transfer during their probationary period.
- 13.05 Part-time employees desirous of working more hours shall so indicate to the Employer in writing and the request shall remain on file until the employee's service is terminated or the employee asks in writing to have the request rescinded. The Employer shall take such requests into account when more hours become available for the employees in the unit.
- 13.06 During the trial period referred to in Article 13.03, regular consultations with affected clients will occur. Should the affected clients express justifiable concerns, the employee will be met with to review concerns and expectations. Every effort shall be made to make the appointment successful.
- 13.07 Full-time employees desirous of reducing their hours shall so indicate to the Employer in writing and the request shall remain on file until the employee's service is terminated. The Employer shall make reasonable effort to accommodate the request.

ARTICLE 14 - ANNUAL VACATIONS

- 14.01 The vacation year shall be from the first (1st) day of April in the one year to the thirty-first (31st) day of March in the next year.

14.02 Annual vacation shall be earned as shown below:

- (a) Two (2) weeks after completing one (1) year of service;
- (b) Three (3) weeks after completing two (2) years of service;
- (c) Four (4) weeks after completing six (6) years of service;
- (d) Five (5) weeks after completing nine (9) years of service;
- (e) **Six (6) weeks after completing fifteen (15) years of service.**

Employees may request special consideration for **unpaid leave** under one (1) year. Such permission will be at the reasonable discretion of the Manager.

14.03 Vacation entitlement for an employee who has completed less than one (1) year of continuous employment as of March 31st shall be determined by a prorated calculation based upon the above entitlement and the regular hours worked to March 31.

14.04 All term employees will have their vacation pay paid out on a biweekly basis.

14.05 Management will endeavour to accommodate infrequent vacation requests for extended vacation time by allowing carry forwards or borrowing from earned future entitlements.

14.06 Employees entitled to a two-week vacation will receive four percent (4%) of gross salary earned in **the prior year, net of overtime and vacation pay**; those qualifying for three week vacation shall receive six percent (6%) **of gross salary earned in the prior year, net of overtime and vacation pay**; those qualifying for a four week vacation shall receive eight percent (8%) **of gross salary earned in the prior year net of overtime and vacation pay**; those qualifying for five weeks shall receive ten percent (10%) **of gross salary earned in the prior year net of overtime and vacation pay. Accrued but unused vacation will be paid out at the time of termination of employment.**

14.07 The Employer will post a projected vacation entitlement list no later than February 1st. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. All of the employees' vacation shall be chosen at this time except five (5) **days which the employee may choose to hold back** for the purpose of taking such time off for personal reasons such as religious observance or special notice as long as adequate notice is given in order to accommodate scheduling. Priority in selection of dates shall be given to employees having the most seniority. An employee who fails to indicate **their** choice of vacation within the above thirty (30) calendar day period shall not have the preference of **holiday** time where

other employees have indicated their preference.

Taking into account the **operational** requirements, the Employer shall be responsible for granting the approval of vacation schedules and posting the same by April 30th of each year.

Except in extenuating circumstances an employee who fails to indicate **their** choice of vacation dates in accordance with the foregoing shall have **their** vacation scheduled by the Employer.

- 14.08 Vacation will be scheduled in continuous one (1) week periods, unless otherwise mutually agreed between the employee and the Employer, to a maximum of two (2) weeks in any one (1) continuous block. In exceptional circumstances, and where operational needs permit (in the opinion of the Employer) and the employee wishes it, a continuous vacation period of greater than two (2) weeks will be granted. Vacation entitlement is to be **used** in each year and not to be carried forward under any other circumstances other than those outlined in Article 14.05. The vacation schedule is not to be altered except with the written approval of the Employer.

ARTICLE 15 - GENERAL HOLIDAYS

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

New Year's Day	Labour Day
Louis Riel Day	Orange Shirt Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (if weekday)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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

- 15.02 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) the employee's basic rate of pay. Overtime worked on a General Holiday shall be paid at the rate of two times (2 x) the employee's basic rate of pay.
- 15.03 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. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

- 15.04 If a general holiday falls on the regular day off of an employee or during an annual vacation, the employee shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 15.05 If a general holiday falls on a day on which an employee is receiving **sick leave** benefits, the employee shall be paid for the holiday, and such pay shall not be deducted from **accrued sick leave**. However, when the employee has already received an alternate day off with basic pay for the general holiday, the employee shall be paid from **sick leave accrual** for that day at the employee's basic rate of pay. When an employee has exhausted **accrued sick leave** and is still unable to work, the employee shall receive holiday pay only if the employee meets the requirements of Article 15.06 (a).
- 15.06 In order to qualify for a holiday or for holiday pay, the employee must have:
- (a) worked the day before and the day after the holiday, unless ill or on excused absence due to accident or other reason; and
 - (b) reported to work on the holiday if called to work by the Employer except where the employee is ill, dismissed or laid off.
- 15.07 If a part-time employee loses hours due to a general holiday, additional hours will be scheduled if necessary to prevent loss of pay.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 An employee may request a leave of absence without pay and without loss of seniority of up to one (1) year for personal reasons. Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible. Permission for such leaves shall not be unreasonably withheld. **No leave of absence shall be approved for employees to try or do employment outside of Inclusion Selkirk.**
- 16.02 Employees will be granted maternity leave, parental leave, and adoption leave in accordance with the provisions of *The Employment Standards Code* of Manitoba, as it may be amended from time to time. In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.

16.03

Bereavement Leave

- (a) An employee shall be granted up to five (5) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of the death of a **parent, spouse**, child or common-law spouse (minimum one [1] year cohabitation), or up to three (3) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of the death of a **sibling**, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, former guardian, fiancé(e), grandparent and great-grandparent.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral **of an** aunt, uncle, niece, nephew at the reasonable discretion of the manager.

Necessary time off up to one-half (½) day at basic pay may be granted an employee to attend a funeral as a pallbearer, or as a mourner. Such permission shall be at the reasonable discretion of the Manager.

Additional time off without pay for travel may be granted dependent on operational needs.

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

The time referenced in 16.03 (a) shall not be considered as needed during periods when an employee is on an extended leave, statutory holidays or days during which **sick leave** is being utilized.

- (b) An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid bereavement leave on the death of a:
- (i) spouse, common-law partner;
 - (ii) child, parent, brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward, or guardian;
 - (iii) the spouse or common-law partner of a person set out in (ii);
 - (iv) the persons set out in (ii) and (iii) as they relate to the employee's spouse or common-law partner; or

- (v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage, or common-law relationship.

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

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

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

16.05 **Citizenship Leave**

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

16.06 **Jury Leave**

Employees shall be granted necessary time off with pay when called as a juror. Stipend received from the court will be turned over to the Employer.

16.07 **Union Leave**

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

16.08 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 the employee's term of office.

16.09 An employee shall be entitled to leave of absence at a time when operational requirements permit without pay and without loss of seniority and benefits to write examinations to upgrade employment qualifications.

16.10 If an employee is designated by management to attend a funeral as a representative of ARC Industries, the time spent attending the funeral will be treated as time worked.

16.11 An employee selected to participate in the Special Olympics Games as an athlete or as an official, with the approval of the Employer, be allowed up to three (3) months' **unpaid** leave of absence to prepare and participate. Seniority shall accrue during this leave.

16.12 Compassionate Care Leave

Compassionate care leave shall be provided in accordance with *The Employment Standards Code*, as it may be amended from time to time.

16.13 Interpersonal Violence Leave

Interpersonal Violence Leave shall be provided in accordance with *The Employment Standards Code*, as it may be amended from time to time.

ARTICLE 17 - HOURS OF WORK

17.01 The standard hours of work for full-time employees shall be eight (8) hours per day and forty (40) hours per week. This is not a guarantee of permanent daily or weekly hours of work and notice of change in hours shall be given to employees in accordance with the other provisions of this Collective Agreement.

17.02 The meal period will be scheduled by the Employer. The Employer will schedule staff for a working paid lunch when operational needs arise. If supervision is not an issue, staff will be scheduled for thirty (30) minutes or forty-five (45) minutes unpaid lunch break. Staff will be scheduled in order of seniority. Staff will have the option to refuse lunchtime supervision responsibilities in order of seniority.

17.03 A rest period of fifteen (15) minutes duration will be allowed by the Employer during each continuous three (3) hour period of work.

17.04 This article shall not preclude the implementation of modified daily or biweekly hours of work after consultation between the Union and the Employer.

17.05 A schedule shall be posted for employees one (1) week in advance. Notice of additional hours shall be given as far in advance as practicable.

17.06 An employee who reports for work as scheduled who has not been notified in advance of the cancellation of work and finding no work available shall be paid a minimum of three (3) hours plus the time taken for travel to and from work for out-of-town employees, at the employee's basic rate of pay; however, when such employee works for any portion of the scheduled shift, the employee shall receive pay for that entire shift. Notice shall mean a telephone call to the home phone number provided by the employee to the Employer.

17.07 When hours of an employee are to be reduced, the Employer should give as much notice as practicable to the employee affected. If the reduction is for a period of four (4) weeks or more, the Employer agrees to meet with the Union to discuss the circumstances.

17.08 Should weather advisories recommend no traveling on highways outside the City of Selkirk that employees must travel on to get to work, and public transportation and/or cabs not be available, affected employees will be able to use accumulated vacation or **sick leave** to ensure there is no loss of pay.

With prior approval from the Manager or on call designate, employees may charge a cab fare, in these conditions and reimburse the Employer the Friday after the next payday.

It is understood employees shall consider all safe options of arriving to work before using inclement weather as a reason to call in.

ARTICLE 18 - OVERTIME

18.01 Overtime shall be time worked in excess of eight (8) hours per day or forty (40) hours per week, such time to have been authorized in such manner and by such person as may be prescribed by the Employer.

18.02 Overtime shall be paid at the rate of one- and one-half times (1½ x) the employee's regular rate of pay per hour for all authorized overtime hours worked, except time on Remembrance Day, which shall be paid at double time (2 x).

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

18.04 Overtime and standby shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against the employee's wishes when other qualified employees within the same classification are available and willing to perform the required work, but if no one is willing, then an available employee may be required to work.

18.05 An employee required to work overtime for a period in excess of two (2) hours immediately following **the employee's** hours of work shall be supplied with a hot meal or a payment of **twenty dollars (\$20)**.

ARTICLE 19 - TRANSPORTATION/LICENCE

- 19.01 Employees who are authorized by the Day Program Manager to insure and drive their vehicle for work related purposes will be reimbursed at **forty-six cents (\$0.46)/km**, and additional insurance costs for \$2 million liability. All trips must be pre-approved on the transportation request form by the Day Program Manager or Executive Director in the Day Program Manager's absence. Trips without pre-authorization will not be paid.
- 19.02 The Employer agrees to reimburse employees 50% of the costs associated with obtaining a Class 4 license where the employee is required to have a Class 4 license for their employment. The Employer agrees to reimburse one hundred percent (100%) of costs of a medical every four (4) years if required by licensing.
- Costs eligible for reimbursement include the beginner's license, the medicals and one (1) road test. Reimbursement will be made upon presentation of receipts.
- 19.03 In the event of an accident with an **Inclusion Selkirk Day Service** vehicle, the **Employer** shall be responsible for the deductible. Employees found to be driving negligently or with reoccurring accidents may be disciplined in a progressive manner.

ARTICLE 20 - LAYOFF AND RECALL

- 20.01 Layoff means the temporary or permanent removal from a position of employment due to lack of work, funding, economic or operational changes.
- 20.02 In the event that the Employer decides that it is necessary to layoff one (1) or more employees, the parties agree to meet as far in advance as possible to explore options to minimize the effect of the layoff.
- 20.03 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each two (2) months thereafter **or any time there is a change**.
- 20.04 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.
- 20.05 The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in **20.03 and/or 20.04** and

(b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

- 20.06 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, **that they** decline employment in a lower classification than they held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 20.07 The Employer shall provide employees with as much notice as practicable of layoff.

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

- 21.01 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for the dismissal or suspension, with a copy being sent to the Union Representative.
- 21.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, 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 the employee so desires.
- 21.03 If the action referred to in **Article 21.02** results in a 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.
- 21.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in the employee's personnel file, provided **nothing** is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee, and the employee's reply to any such document shall also be placed in the personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of employee's file at the employee's own expense.
- 21.05 An employee accompanied by a Union representative, if the employee so elects, may examine the employee's personnel file on request. The employee shall have recourse to the grievance procedure to dispute any derogatory entry in the personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time **prior to the hearing**.

- 21.06 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 22 - COMMITTEES

- 22.01 The parties hereto agree to a Consultation Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Centre.
- 22.02 The **Consultation** Committee shall be composed of equal representation from the Employer and the local union with the total committee representation not to exceed eight (8) members. The local union committee may at any time include a representative from the Canadian Union of Public Employees. **The Employer shall not be responsible for paying the employees' wages during these meetings. However, meetings will be arranged for dates and times when the employee representatives can attend so not to lose pay.**
- 22.03 The **Consultation** Committee shall meet as and when required upon five (5) working days' written notice being given by either party.
- 22.04 The **Consultation** Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The **Consultation** Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The **Consultation** Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 22.05 The existing Safety Committee shall examine all aspects of safety and health within the facility to ensure compliance with *The Workplace Safety and Health Act*. Representation on the Committee shall be as described in *The Workplace Safety and Health Act*.

ARTICLE 23 - JOB DESCRIPTIONS

- 23.01 Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the employees concerned and the up-to-date job descriptions shall be provided to an affected employee or the Union upon request.
- 23.02 **When the Employer establishes or proposes to establish a new classification, the Union shall be notified and within thirty (30) days the parties shall**

commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit or any dispute as to rate of pay, may be referred to the grievance and arbitration process for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

ARTICLE 24 - WAGES AND BENEFITS

- 24.01 Employees shall be paid salaries in accordance with the schedule of wages attached to and forming part of this Agreement. **Persons who, in the opinion of the Employer, have previous experience within this sector, may, at the Employer's sole discretion, be classified according to previous comparable experience for the purpose of establishing wage rates.**
- 24.02 The Employer shall not make any deductions from an employee's earned wages except with consent of the employee where legally permitted, or when legally required. An employee shall be deemed to consent to a wage deduction resulting from an overpayment or incorrect statutory deduction. The Employer will provide an affected employee with a written explanation of the deductions. Upon the employee's request, the Employer shall meet with the employee to explain the deductions.
- 24.03 Subject to Article 24.04, employees shall receive the increment increase based on hours paid by the Employer in accordance with the attached schedule of wages. For example, an employee promoted from one level to another will begin work in the new position at the wage level required by Article 24.04 and will be **placed on the wage grid** as though the employee had been paid by the Employer for the minimum number of hours required to reach that wage level.
- 24.04 An employee being promoted from one level to another shall go to the next higher rate of the new level which provides an increase over the employee's present wage level.
- 24.05 A benefit plan for group insurance will be offered on the basis of an Employer contribution of fifty percent (50%) per month with the remainder of the premium cost to be borne by the employees, and conditional on unanimous participation among the bargaining unit. Employees covered by a spouse's plan may opt out of extended health and dental benefits. **Premiums for Long Term Disability (LTD) shall be deemed to be covered by the employee's share of the paid premiums. If the employee's share does not cover the full cost of the LTD premium, the employee shall pay the difference.**

ARTICLE 25 - SUPPORT STAFF CLASSIFICATIONS

- 25.01 The Employer shall have two Support Staff Classifications; "Support Staff 1" and "Support Staff 2". New hires with a grade 12 diploma or equivalent or who, in the Employer's opinion, have minimal experience or education in the field, will be classified as Support Staff 1. New hires who have, in the opinion of the Employer, at least five (5) years of experience in a related field, and/or a post-secondary certificate or diploma which is, in the opinion of the Employer, in a related field, will be classified as Support Staff 2. Areas of related experience and/or education may include, but are not limited to: Disability and Community Support Programs, Psychiatric Nursing, Nursing, Social Services (e.g. Youth Care Worker), Health Care Aide, Home Care Attendant, Educational Assistant, where the Employer deems the specific experience and/or education to be related to the specific position.
- 25.02 An employee of the Employer who has worked 3,900 hours for the Employer as a Support Staff 1 or Trainee Supervisor, may apply to be reclassified as a Support Staff 2. If the application for reclassification is denied, the Employer shall provide the employee with its reasons in writing. The decision to reclassify shall be in the Employer's sole discretion.
- 25.03 Article 13 of this agreement shall not apply to classification or reclassification of the Support Staff positions.

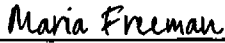
ARTICLE 26 - TRAINING

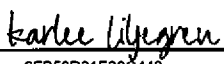
- 26.01 Employees shall be encouraged and may be required to improve their performance by participating in available training programs. Where an employee takes such a program at the order or request of the Employer, the Employer will pay the tuition and the time. The Employer may cover the tuition and/or wages for other courses taken by the employee at the employee's own initiative, at the discretion of the Employer.
- 26.02 Where an employee is scheduled to attend a training session paid for by the Employer and does not attend, the employee will be required to obtain the training within a thirty (30) day period at the employee's own cost, and on the employee's own time. If the training is not completed in a timely fashion, disciplinary action may be taken unless an explanation acceptable to the Employer is provided.

Dated this 10th day of July, 2025.

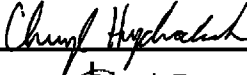
**FOR:
INCLUSION SELKIRK DAY PROGRAM**

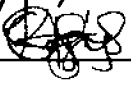
**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3085**


DocuSigned by:


 200595076502418...


 6FB59D31E39C449





JO:mc/cope 491 
Mar 25, 2025

SCHEDULE "A"

INCLUSION SELKIRK DAY SERVICE

WAGES

	<i>Start</i>	<i>After 1820 Hours</i>	<i>After 3640 Hours</i>	<i>After 5460 Hours</i>	<i>After 7280 Hours</i>	<i>After 9100 Hours</i>	<i>After 18200 Hours</i>
Effective September 21, 2024							
Support Staff 1	\$16.27	\$16.52	\$16.72	\$17.22	\$17.74	\$18.27	
Support Staff 2	\$17.61	\$18.14	\$18.51	\$19.06	\$19.63	\$20.22	\$22.03
Retroactive pay will apply for all hours worked/paid from the effective date (September 21, 2024) to all individuals still employed in the bargaining unit as of the date of ratification. Note that this will not affect vacation pay which is calculated on the previous year's income.							
If the Day Program moves to a 40 hour a week program, the following wage grid will apply as of the first day of the first pay period starting after the change. Employees whose wage rate would decrease as a result of this change will remain at the wage rate they were earning prior to the change until such time as their wage rate increases due to hours worked.							
	<i>Start</i>	<i>After 2080 Hours</i>	<i>After 4160 Hours</i>	<i>After 6240 Hours</i>	<i>After 8320 Hours</i>	<i>After 10400 Hours</i>	<i>After 20800 Hours</i>
Support Staff 1	\$16.27	\$16.52	\$16.72	\$17.22	\$17.74	\$18.27	
Support Staff 2	\$17.61	\$18.14	\$18.51	\$19.06	\$19.63	\$20.22	\$22.03

LETTER OF UNDERSTANDING
BETWEEN
INCLUSION SELKIRK DAY SERVICE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085
RE: PERCEPTION AND AWARENESS

The parties agree to work together to enhance the public perception and awareness of the Agency and the important work that is performed. The parties will jointly lobby government for improved funding for wages, payment for benefits and a defined benefit pension plan.

Moving forward this will be a standing item on the Consultation Committee agenda and meetings will be prearranged.


The parties will work harmoniously to this end and may build coalitions with other networks as deemed necessary to accomplish respectful funding levels.

Dated this 10th day of July, 2025.

FOR:
INCLUSION SELKIRK DAY SERVICES

DocuSigned by:
Maria Freeman
 Signed by: 2009763A5082418
Karlee Liljegren
 6FB59D31E39C449

FOR:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085

Cheryl Hyslop


**LETTER OF UNDERSTANDING
BETWEEN
INCLUSION SELKIRK DAY SERVICE
AND**

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085

RE: GOVERNMENT FUNDING

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

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

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

Dated this 10th day of July, 2025.

**FOR:
INCLUSION SELKIRK DAY SERVICES**

DocuSigned by:
Maria Freeman
6FB59D31E39C449
Karlee Liljgren
6FB59D31E39C449

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

Cheryl Hyslop
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085

AND

ARC INDUSTRIES OCCUPATIONAL TRAINING CENTRE (Day Program)

RE: WAGES

The following wage rates in the Day program will be implemented as of September 8, 2023.

Wage increases shall be retroactive to April 1, 2023, for those individuals still employed in the bargaining unit as at September 8, 2023. Retroactive pay shall be paid by the end of September, 2023.

Individuals employed as Support Staff 1 who worked 3,900 hours before April 1, 2023, and who are still employed in the bargaining unit as at September 8, 2023 will be moved to Support Staff 2, at the appropriate hour level, given their hours of service with the Employer since last hire.

Support Staff 1:

start	After 2080 hrs	After 4160 hrs	After 6240 hrs	After 8320 hrs	After 10400 hrs
15.30	15.76	16.23	16.72	17.22	17.74

Support Staff 2:

start	After 2080 hrs	After 4160 hrs	After 6240 hrs	After 8320 hrs	After 10400 hrs
17.10	17.61	17.97	18.50	19.06	19.63

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

Dated this 30 day of October, 2023.

For:

ARC Industries Occupational
Training Centre

[Signature]
[Signature]

For:

Canadian Union Of Public
Employees, Local 3085

[Signature]
Pat Still Bsd

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3085

AND

ARC INDUSTRIES OCCUPATIONAL TRAINING CENTRE (Day Program)

RE: WAGES

The following wage rates in the Day program will be implemented as of September 8, 2023.

Wage increases shall be retroactive to April 1, 2023, for those individuals still employed in the bargaining unit as at September 8, 2023. Retroactive pay shall be paid by the end of September, 2023.

Individuals employed as Support Staff 1 who worked 3,900 hours before April 1, 2023, and who are still employed in the bargaining unit as at September 8, 2023 will be moved to Support Staff 2, at the appropriate hour level, given their hours of service with the Employer since last hire.

Support Staff 1:

start	After 2080 hrs	After 4160 hrs	After 6240 hrs	After 8320 hrs	After 10400 hrs
15.30	15.76	16.23	16.72	17.22	17.74

Support Staff 2:

start	After 2080 hrs	After 4160 hrs	After 6240 hrs	After 8320 hrs	After 10400 hrs
17.10	17.61	17.97	18.50	19.06	19.63

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

Dated this 30 day of August, 2023.

For:

ARC Industries Occupational
Training Centre

Yvan Duro
[Signature]

For:

Canadian Union Of Public
Employees, Local 3085

[Signature]
Pat Still Bnd