

Collective Agreement

- between -

CUPE / Canadian Union
of Public Employees
Local 5176

- and -



Epic Opportunities Inc.

Term of Agreement:
April 1, 2022 to March 31, 2024

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This Agreement made this 23rd day of November, 2023.

between

Canadian Union of Public Employees, Local 5176
(hereinafter referred to as the “Union”),

of the first part;

and

Epic Opportunities Inc.
(hereinafter referred to as the “Employer”),

of the second part.

PREAMBLE

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

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

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 number 6986.

ARTICLE 2 - DURATION

2.01 (a) This Agreement shall be in full force and effect from April 1, 2022 to March 31, 2024.

(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 ten (10) calendar days' written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least ten (10) calendar days' written notice as to the intended time and date of lockout.

2.02 (a) Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

- (b) Notwithstanding the provisions of this Article 2.02 (a) above, either party may, no later than thirty (30) calendar days prior to May 31, 2016, provide written notice to re-open collective bargaining for the purpose of negotiating the provisions of "Schedule "A" – Wages" only. Should either party give timely notice pursuant to this Article 2.02 (b), the expiry date of this Agreement shall be May 31, 2016, for the purposes of Part V (Lockouts and Strikes) of the *Labour Relations Act*.

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 recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have the rights, among others, to maintain efficiency and quality of work or care; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to designate the place of work; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause, the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

ARTICLE 4 - UNION DUES - SECURITY

- 4.01 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union.
- 4.02 The deductions made during each month shall be forwarded to the National Office of the Canadian Union of Public Employees within three (3) weeks of the end of that month, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total salary for the pay period and the amount of such deductions.
- 4.03 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.
- 4.04 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.
- 4.05 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 this Agreement.
- 5.03 (a) When meeting with the Employer to conduct negotiations the maximum number of employees who will be entitled to a leave of absence will be three (3).
- (b) Employees on the Union negotiating committee shall be paid by the Employer as if they had worked, and the Union shall reimburse the Employer for the wage and benefit costs in respect of such employees during the approved absence.
- 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. If the parties agree that it is necessary to access the residence of a person we serve for these purposes, the Employer will request the

consent of the person we serve, or, where applicable, that person's substitute decision maker.

- 5.05 An employee shall have the right to have their Shop Steward present during discussions of a disciplinary nature should the employee so choose.
- 5.06 The President or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 5.07 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee unless prior approval has been received from the Employer.
- 5.08 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate.
- 5.09 No employee shall be required to make a written or verbal agreement with the Employer or their representative which conflicts with the terms of this Collective Agreement. Any such agreement between an employee and Employer is subject to Union consent.
- 5.10 Within thirty (30) days of this Agreement coming into force, all new employees shall, as a condition of employment, apply to the Union for membership.

ARTICLE 6 - DISCRIMINATION AND HARASSMENT

- 6.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment. The Employer shall maintain and administer a policy with respect to harassment and violence that includes the following:
- (a) a work environment free of harassment and violence;
 - (b) informing all employees of the policy, including their rights and responsibilities; and
 - (c) a procedure for receiving and investigating complaints of harassment or violence based on the principles of confidentiality and procedural fairness.
 - (d) Notwithstanding the above, employees shall have the right to revert to the grievance and arbitration process regarding an alleged failure by the Employer to respond to a harassment or violence complaint pursuant to its policy.

- 6.02 The parties recognize and are bound by the Manitoba *Human Rights Code* and the *Workplace Safety and Health Act*.
- 6.03 The Employer and the Union agree that no form of harassment shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.

ARTICLE 7 - DEFINITIONS

- 7.01 The term “Employer” means Epic Opportunities Inc.
- 7.02 The term “Union” shall mean the Canadian Union of Public Employees (CUPE), Local 5176.
- 7.03 The term “person (or people) we serve” refers to a person or people who receive services from Epic Opportunities Inc.
- 7.04 An employee is a person employed by the Employer and covered by this Agreement.
- 7.05 Permanent Employee - means those full-time, and part-time employees who have satisfactorily completed a probationary period.
- (a) A “full-time” employee is one who regularly works not less than sixty (60) hours in a biweekly period.
- (b) A “part-time” employee is one who regularly works less than full-time hours in a biweekly period.
- 7.06 Term Positions

A “term” position shall be for a specific time period or until completion of a particular project, of a minimum duration of six (6) months and a maximum duration of one (1) year, subject to an indefinite term position for illness, injury or leave. This period may be extended if the Employer so requests and the Union agrees, with such consent not to be unreasonably withheld.

When the Employer determines that a term position, as described above exists, the position shall be posted and filled in accordance with Article 14 (Vacancies, Promotions and Transfers). All employees may apply for a term position. Additional postings shall not be required for the position of the employee who may be awarded the term position. Upon completion of the term position, the employee shall return to her/his former classification, but the department or location is subject to operational requirements.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit unless the first position is within one (1) month of completion, or the position is not a term.

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

- 7.07
- (a) “Term Employee” shall mean a new employee hired for a specific time period or until completion of a particular project, of a minimum duration of six (6) months and a maximum duration of one (1) year. Where the employment of a term employee terminates at the end of a specific term of employment, then:
 - (i) the Employer shall not be required to give any notice or payment in lieu thereof;
 - (ii) the employee shall not be required to give any notice of resignation.
 - (b) A list of term employees, if any, shall be provided to the Local Union and updated every six (6) months.

7.08 Casual Employee

A “casual employee” shall mean an employee whose scheduled hours and locations or departments may vary, and who does not have regularly scheduled shifts (for the purposes of this clause regularly scheduled does not preclude a casual employee from being written into the printed schedule). Subject to Article 7.08, a casual employee is normally expected to work at least three (3) shifts per month, but the Employer is not required to offer a minimum number of hours of work. The terms of this Agreement shall not apply to casual employees, except as follows:

- (a) Casual employees shall earn vacation pay in accordance with Article 15.10.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall progress on the wage scale in accordance with Article 21.03.

- (d)
 - (i) 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 (1½) times the applicable hourly rate.
 - (ii) Casual employees shall be paid general holiday pay at the rate of five percent (5%) of their regular rate of pay, calculated on the four (4) week period immediately preceding the general holiday.
- (e) Casual employees shall be entitled to weekend premiums and shift premiums in accordance with Article 20.
- (f) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.02.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4. 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.
- (h) A casual employee reporting for work as requested by the Employer, and who has not been notified of a cancellation or reduction of hours, shall be entitled to reporting pay pursuant to Article 18.06.
- (i) For the purposes of hiring, promotions, and transfers (Article 14) casual employees' seniority as defined by Article 12.01 will be considered. The seniority hours accrued during the period of casual employment shall be carried over to permanent employment.
- (j) Article 10 (Grievance) and Article 11 (Arbitration) of this Agreement apply only for an alleged breach of Article 7.08 or articles incorporated into Article 7.08 for the purposes referenced in Article 7.08.
- (k) The employment of a casual employee shall be deemed to be terminated if the employee does not work a minimum of three (3) shifts of any length within each calendar month in a period of any two (2) consecutive calendar months, subject to the following conditions:
 - (i) If applicable, the two (2) consecutive calendar month period shall be extended by the number of calendar days equivalent to the duration of an illness, injury, or approved leave.
 - (ii) The Employer shall provide written notification to a casual employee who does not work the minimum monthly hours of the consequence of termination under this Article 7.08 (k) as soon as possible after any calendar month has completed in which that casual employee has not worked at least three (3) shifts.

- (iii) The Employer must notify casual employees of available shifts via contact information on file with the Employer.
- (iv) The Employer must have offered more than three (3) shifts in each of the two (2) consecutive months.

7.09 A “probationary” employee is a newly hired permanent regular employee who has not completed the earlier of six hundred and forty (640) hours worked from the date of hire or six (6) months from date of hire. The probationary period may be further extended with the consent of the Union. A probationary employee shall have no right to grieve his/her dismissal during the probationary period, subject to Article 3.02 of this Agreement.

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

ARTICLE 8 - BULLETIN BOARDS

8.01 In residences, the Union may have a communication binder for Union notices. Items to be placed in binders will be submitted by the steward or designate to Coordinators prior to posting.

ARTICLE 9 - EMPLOYEE BENEFITS

9.01 (a) The Employer and the employees will share in the premium costs of all benefits contained in 9.01 (b) as follows: The employees shall pay forty percent (40%) of all the premiums or one hundred percent (100%) of the premiums for the pooled benefits (weekly indemnity, long-term disability, and life insurance), whichever is the greatest. The Employer shall pay sixty percent (60%) of all the premiums or the balance, whichever is the least.

(b) Benefits

The Employer agrees to maintain the current benefits as provided in Sun Life Financial Group Policy Numbers 101259 and 103259. The group plan contains coverage for life insurance, accidental death and dismemberment, weekly indemnity, long-term disability, health and vision insurance, prescription drug coverage through a pay-direct drug card, travel health and dental care.

The Employer shall have the right to make arrangements for the replacement of the current benefits provided that benefit levels are maintained or improved. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the

specific changes that are to take place as well as the reasons for said changes.

9.02 Group RRSP Plan

- (a) The Employer agrees to administer and remit payroll deductions for employees who are eligible for the Group Benefit Plan and wish to participate in the Group Retirement Savings Plan.
- (b) The Employer shall have the right to make arrangements for the replacement of the current group RRSP plan provider, provided that the benefit levels are maintained or improved. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for the said changes.
- (c) Participation in the Group RRSP is open to employees with twelve (12) months of continuous employment with Epic Opportunities Inc. and is voluntary. Contributions may begin the first full pay period following their twelve (12) months of continuous employment.
- (d) Employees may contribute a minimum of ten dollars (\$10) per pay period. For employees with one (1) to three (3) years of service, the Employer will match up to two point five percent (2.5%) of regular wages or twenty-five dollars (\$25) per pay period, whichever is greater. For employees with more than three (3) years of service, the Employer shall match up to four percent (4%) of regular wages or forty dollars (\$40) per pay period, whichever is greater.
- (e) Changes to the level of employee contributions may be made with written notice of two (2) pay periods.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 10.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner.
- 10.03 A maximum of one (1) Local Union representative, upon request to the employee's direct report, and subject to operational requirements, may be granted necessary time off without loss of pay to meet with the Employer for the purpose of disciplinary meetings or processing grievances. Such permission shall not be unreasonably withheld.

- 10.04 Within fourteen (14) calendar days after the cause of the grievance occurs, the employee shall attempt to resolve the dispute with his or her Coordinator or designate.

Step 1

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

Step 2

Failing a satisfactory settlement being reached in Step 1, the grievor and the Union shall, within fourteen (14) calendar days after receiving the Employer's reply, submit a written grievance to the relevant Director or designate. The Director or designate shall render a written decision within fourteen (14) calendar days.

- 10.05 Either party may refer the grievance to arbitration by providing notice to the other party in writing within twenty-eight (28) calendar days after the Union receives the reply of the Director or designate at Step 2 and failing resolution of the dispute.
- 10.06 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly at Step 2 to the relevant Director or designate.
- 10.07 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union may submit the grievance directly to the relevant Director or designate at Step 2. Any grievance submitted by the Employer shall be submitted to the Local Secretary for the Union at Step 2, and the grievance and arbitration procedure in this Agreement shall apply with necessary modifications. In either case, the grievance shall be submitted within fourteen (14) calendar days from the date that the grieving party becomes aware of the action or issue giving rise to the grievance.
- 10.08 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 10.09 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and confirmed in writing.

ARTICLE 11 - ARBITRATION PROCEDURE

11.01 The arbitrator shall be selected from the list set forth below on a rotating basis:

Keith LaBossiere
 Kristin L. Gibson
 A. Blair Graham
 Michael D. Werier

If any individual on the list above is unable or unwilling to act as an arbitrator upon request, the next arbitrator shall be requested and the arbitrator turning down the request will not be requested again until his or her name comes up on the regular rotation.

11.02 The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

11.03 The Arbitrator shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision as quickly as reasonably possible.

11.04 Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

11.05 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

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

ARTICLE 12 - SENIORITY

12.01 Seniority shall be defined as the length of continuous service in the bargaining unit calculated from the date the employee last entered the service of the Employer.

12.02 Subject to any provision of the collective agreement which provides otherwise, seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.

12.03 Seniority will continue to accrue if an employee is on a paid leave of absence, acting in an out-of-scope position, during any period of maternity/parental leave, up to one (1) year during a layoff, and any authorized leave for medical or other reasons.

12.04 Seniority and employment will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) fails to report for work as scheduled for three (3) or more consecutive shifts without a satisfactory explanation;
- (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) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate submitted to the Employer within two (2) days of the first scheduled shift;
- (g) is absent due to Workers' Compensation benefits, long-term disability benefits or other medical leave of absence in excess of twenty-four (24) months, after the Employer has attempted reasonable accommodation without success, and the employee is unable to return to work in the foreseeable future.

12.05 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list, including members' name, address, phone numbers, and email addresses, shall be sent to the Union representative in January and July of each year.

ARTICLE 13 - SICK LEAVE

13.01 Permanent employees who have successfully completed their probationary period and are regularly scheduled forty (40) or more hours per pay period are eligible for sick leave for the following reasons if compensation is not available from other wage replacement plans such as short-term disability, long-term disability, MPI, WCB, or CPP, and who is absent from scheduled work due to illness or injury of the employee, including treatment or appointments for the illness or injury.

- 13.02 An employee who is unable to report for work due to illness shall inform her supervisor or designate with as much notice as possible prior to the commencement of her next scheduled shift.
- 13.03 (a) Sick leave shall accumulate for all full-time employees and part-time employees who are regularly scheduled for at least forty (40) hours per pay period. Sick leave shall accumulate for eligible employees at the rate of six point two five percent (6.25%) of regular hours worked or paid, but excluding overtime, unpaid sick leave, compassionate care leave, disability leave and any other leave unpaid by the Employer. Sick leave accrues to a maximum number of one hundred and twenty (120) hours.
- (b) For non-work-related injury or illness of eight (8) calendar days or more, employees must apply for short-term disability benefits. If an employee does not have sufficient sick leave to cover the short-term disability waiting period, the employee shall be granted up to forty (40) additional hours of sick leave during the short-term disability waiting period, or such lesser number of sick leave hours that results in coverage of the short-term disability waiting period when combined with accumulated sick leave. Any additional sick leave hours granted shall be subject to approval of the short-term disability claim by the insurer and paid upon such approval.
- (c) The granting of the additional sick leave in (b) above will not result in a reduction of sick leave accumulation in (a) above.
- 13.04 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 to discourage abuse of sick time among its membership.
- 13.05 Upon written request, the Employer shall provide the employee, in writing, of the amount of his or her accrued sick leave within three (3) days of the request.
- 13.06 An employee shall accumulate but shall not be entitled to the paid sick leave benefits during the probationary period.
- 13.07 Family Illness
- An employee may use sick leave to care for a spouse, dependent child, or parent/parent-in-law when no one other than the employee can provide for their needs. Sick leave may also be used to visit a member of the employee's immediate family (as listed in Article 17.12), in an emergency.
- 13.08 Documentation of Illness
- The Employer reserves the right to require satisfactory documentation of illness from a specified type of qualified health care practitioner under the following circumstances:

- (a) to confirm illness in regard to claims for sick leave in excess of three (3) working days;
- (b) where abuse is suspected;
- (c) to determine the approximate length of sick leave;
- (d) to establish the employee's ability to perform the duties of her position.

Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits.

ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS

- 14.01 When the Employer decides that a vacancy is created, all such vacancies shall be posted on the organization's electronic site for at least seven (7) calendar days and sent by e-mail to the e-mail addresses supplied by employees. Such postings shall state the classification, the required qualifications, number of hours available, anticipated days and shifts, area of the city, department number, and whether the vacancy is full-time, part-time, or casual. A copy of all vacancy postings shall be provided to the Secretary of the Local.
- 14.02 Vacancies for bargaining unit positions will be filled by the senior qualified candidate.
- 14.03 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing whether his or her application was successful. The name of the successful applicant for any position which falls within the scope of this Agreement will be sent to the Secretary of the Local.
- 14.04
- (a) A "promotion" means a change of employment from the DSP classification to a Manager classification. All promotions are subject to a three (3) month trial period in the case of a full-time and a four (4) month trial period in the case of a part-time position, from the first shift worked in the new classification. During the trial period, if the employee proves to be unsatisfactory in the new position or if he or she wishes to revert voluntarily to the former classification, the employee shall be returned to the former classification without loss of seniority.
 - (b) The successful applicant for a posting in the same classification will have a fourteen (14) day familiarization period from the first shift worked in the new position. If the employee proves to be unsatisfactory in the new position or if he or she wishes to revert voluntarily to the former position, the employee shall be returned to the former position without loss of seniority.

- (c) The employer may hold the posting for a back-fill vacancy pending the successful completion of the trial or familiarization period.

14.05 Training

Employees shall be encouraged to improve their abilities by participation in available training programs. Employees will be required to complete all mandatory training as specified by the Employer.

- 14.06 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment with Epic Opportunities Inc.

- 14.07 If an employee takes a course outside of working hours, and if before the employee takes the course, the Executive Director or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for full or partial reimbursement upon successful completion of the course. Proof of successful completion will be required.

ARTICLE 15 - ANNUAL VACATION

- 15.01 Employees shall earn vacations and vacation pay in accordance with this Article. The Employer will consider vacation requests made within one (1) year or less of the requested vacation, excluding vacation requests made for peak vacation times set out in Article 15.06 (b). Vacation requests for peak vacation times shall be requested and administered in accordance with Article 15.06.

- 15.02 Vacation time for permanent employees shall accumulate from the last date of hire as set out in the following chart. Vacation pay shall accumulate as set out in the following chart for regular hours worked, including vacation pay, paid sick leave or other leaves with pay under this Agreement. Vacation pay shall not accumulate for overtime and any unpaid absence from work. Unless otherwise mutually agreed between the Employer and employee, vacation time shall be taken and vacation pay shall be paid out in the vacation year following the vacation year in which it was earned.

Service	Vacation Pay	Vacation Time
Less than 3 years	6%	15 days
3 years but less than 5 years	7%	18 days
5 years but less than 7 years	8%	20 days
7 years but less than 10 years	8.5%	22 days
10 years but less than 15 years	9.5%	25 days
15 years or more	11.5%	30 days

15.03 For the purposes of this Article 15, a “full year” shall be one year from an employee’s last date of hire, or one thousand five hundred and sixty (1,560) hours worked, whichever comes last. A “full year” shall be calculated from an employee’s last date of hire until reaching the first full year, and thereafter it shall be calculated from the date upon which the employee last reached a full year.

15.04 The Employer will post a projected vacation entitlement list in each House/ Department not later than March 1st of each calendar year.

The above time lines will apply to Managers when scheduling vacations and they will submit their vacation request to their Coordinator.

15.05 Following completion of the probationary period, an employee may take paid vacation up to the accrued vacation entitlement prior to the completion of any full year.

- 15.06
- (a) The granting of vacations is subject to operational requirements and availability. All vacations, other than vacations pursuant to Article 15.06 (b) shall be considered on a first come, first served basis, and must be applied for with a minimum of at least four (4) weeks’ notice. The Employer shall respond in writing to the request within two (2) weeks of the time it was received. Employees requesting vacation time with less than four (4) weeks’ notice must submit their vacation request as soon as possible, and shall also be responsible for finding vacation coverage, subject to manager approval.
 - (b) Vacation requests for the peak vacation months of June, July and August must be submitted by February 1st of each calendar year. Vacation requests for the peak vacation times between December 20th to January 5th, must be submitted by September 1st of each calendar year. These requests will be considered based on seniority and operational requirements in the home/department where the request is being made and will not be unreasonably denied. The Vacation requests for these peak seasons made after February 1st or September 1st as the case may be, will be considered on a first come, first served basis, subject to operational requirements as set out in (a) above. The Employer shall respond in writing to all requests within two (2) weeks of the deadline, indicated above, or of receiving any requests after the deadline.
 - (c) Vacation scheduling for managers will be determined by applying the methods in Article 15.06 (a) and (b) subject to approval by their Coordinator. However, where seniority is applied, it shall be the seniority among the managers.

Once vacation is approved it shall not be changed unless mutually agreed upon by the employee and the Employer.

- 15.07 Vacation earned in any full year shall be taken no later than the end of the following full year, unless otherwise mutually agreed between the employee and Employer. An employee may request in writing to carry over to the next year up to one (1) week of accrued vacation (equal to the regularly scheduled week for that employee), subject to Director approval. Such requests will not be unreasonably denied.
- 15.08 Upon termination of employment for any reason, permanent employees will receive payment of accrued vacation pay, subject to required deductions.
- 15.09 (a) In the event that an employee is hospitalized during his or her vacation, the employee must inform the Employer as soon as possible. In such circumstances the employee may utilize accumulated sick leave credits to cover the hospitalization period and the employee may reschedule the displaced vacation in accordance with the procedures in this Article 15. Proof of such hospitalization shall be provided if requested.
- (b) Where an employee is subpoenaed for jury duty or is in receipt of Workers' Compensation Benefits during his or her period of vacation, the employee must inform the Employer as soon as possible. In such circumstances, there shall be no deduction from vacation credits and the employee may reschedule the displaced vacation in accordance with the procedures in this Article 15.
- 15.10 Casual and term employees will receive vacation pay on each cheque in accordance with the accumulation rates in Article 15.02.
- 15.11 An employee shall not be required to take vacation in a block of less than one (1) week, with vacation pay based on the employee's normally scheduled work week, unless mutually agreed, or requested by the employee.

ARTICLE 16 - GENERAL HOLIDAYS

- 16.01 The following are recognized as General Holidays for purposes of this Agreement:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

and any other day proclaimed as a holiday by Federal or Provincial authorities.

- 16.02 Employees who are regularly scheduled the same hours will be paid their regular wages for the general holiday. Employees who have varying schedules will be paid five percent (5%) of regular wages, for the four (4) week period immediately preceding the general holiday.
- 16.03 To be eligible for a general holiday an employee must satisfy the following requirements:
- (a) The employee must not have been absent from work on the general holiday without the consent of the Employer, if scheduled to work on the holiday, unless absent due to illness or injury.
 - (b) The employee must not have been absent from work on his or her last scheduled work day before and the first scheduled work day after the holiday without the consent of the Employer, unless absent due to illness or injury.
- 16.04 An employee working on a general holiday will be paid one and one-half (1½) times the regular rate of pay for hours worked on the general holiday, plus the employee may bank an alternate day off with general holiday pay by written request. If a general holiday falls on a day that is not a normal work day, the employee may bank an alternate day off with general holiday pay if the request for the banked day is made in advance of the general holiday, or within the same pay period as the general holiday. The banked day so requested may be scheduled on any shift within the same fiscal year (April 1st in one year to March 31st in the next year) as the banked holiday by mutual agreement between the employee and the Employer.
- 16.05 If a General Holiday falls on a day on which an employee is receiving sick leave benefits, employee shall be paid general holiday pay.
- 16.06 Employees with at least five (5) full years of completed employment since their last date of hire, whose normal shift falls on a general holiday may request the general holiday off with general holiday pay instead. This request includes employees taking Christmas or New Year's Day off, but not both, and excludes Boxing Day. Employees must provide written notice to the Employer not less than four (4) weeks in advance of the general holiday to be taken off. The Employer will notify an employee, within two (2) weeks after the written notice, whether the day off will be granted. In the event that the number of eligible employees requesting holidays off exceeds the number of shifts that the Employer can fill, the holiday off will be granted in order of bargaining unit seniority.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4)

weeks' notice except in an emergency or covered off in other areas of this agreement. Such requests shall be subject to operational requirements, not to be unreasonably denied.

- 17.02
- (a) An employee who is granted leave of absence for up to one (1) year will be returned to his or her former classification and previous rate of pay.
 - (b) An employee who is granted a leave of absence for a period of over one (1) year is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser provided she/he has the qualifications and ability to perform the required duties. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification or the step on the scale that would be as close to the rate that she was receiving prior to the leave.

17.03 In order to qualify for maternity leave, a pregnant employee must:

- (a) have completed thirty (30) or more calendar days of employment with the Employer;
- (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the Employer with a certificate of a physician, specifying the estimated date of her delivery.

17.04 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the physician's certificate; or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the physician's certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

Parental Leave

17.05 In order to qualify for parental leave, an employee must:

- (a) be the natural mother of a child; or

- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of a province;
- (d) have completed thirty (30) calendar days of employment with the Employer; and
- (e) submit to the Employer an application in writing for parental leave four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

17.06 An employee who qualifies for parental leave is entitled to parental leave without pay for a continuous period of up to sixty-three (63) weeks.

17.07 Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

17.08 Where an employee takes parental leave in addition to maternity leave, the employee shall take them in one continuous period, without a return to work.

17.09 (a) If an employee wishes to resume employment after parental leave pursuant to this Article, the Employer shall offer reinstatement to the employee to the position, classification, shift, department, and location, with the same full-time, part-time, or casual status occupied when the leave began and with not less than the wages and benefits earned immediately before the leave began subject to any changes in service that occur during the leave to the relevant department/location and/or affecting the person or persons served.

- (b) If the reinstatement in Article 17.09 (a) above is not available due to a change in service described in (a) above, or if the employee does not wish to accept the offer of reinstatement in (a) above, the employee shall be offered a comparable position within the bargaining unit with the same full-time, part-time, or casual status in place immediately before the leave began if applicable.

17.10 Five (5) days of leave without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

17.11 Court Leave

A full time or part-time employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court of law for proceedings that are not involving the employee's own conduct or affairs shall be granted a leave of absence without loss of regular wages for the required period of attendance. The employee shall remit to the Employer all jury or witness fees. The employee shall provide proof of service and the amount of pay received to be entitled to this leave.

17.12 Leave

A paid leave of absence shall be granted in the event of the death of a member of the employee's immediate family as follows:

- (a) Up to five (5) scheduled shifts in the event of life-threatening illness or death of spouse, child, parent, brother, sister, fiancé, or former legal guardian; and
- (b) Up to three (3) scheduled shifts in the event of life-threatening illness or death of mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild; and
- (c) If an employee is scheduled to work during the hours of a funeral, up to four (4) hours to attend a funeral as a mourner, or, up to one (1) shift of paid leave to attend as a pallbearer.
- (d) This leave shall be taken only in the period which extends from the date of death, up to and including three (3) days following interment or five (5) calendar days following the death, whichever period is greater. However, an employee may save one (1) day for interment or a memorial service at a later date.
- (e) Bereavement leave shall be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral outside of Manitoba. An additional one (1) day shall be granted when traveling outside of North America.
- (f) An employee on a leave of absence paid by the Employer is eligible for bereavement leave, without affecting the paid leave.
- (g) Probationary employees will only be eligible for unpaid leave under 17.05 (a), (b), (c) and (d).
- (h) Leave with pay under this Article shall be inclusive of the unpaid bereavement and compassionate care leaves available pursuant to the *Employment Standards Code*.

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

17.14 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.

17.15 Union Leave

Subject to operational requirements, not to be reasonably denied, and upon at least two (2) weeks (or more, if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence provided that, unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same unit for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

17.16 Upon at least four (4) weeks' written notice to the Employer an employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

17.17 Compassionate Care Leave

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

- (a) An employee must have completed thirty (30) days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing two (2) weeks prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totaling no more than twenty-eight (28) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued; or
 - (B) if the leave was begun before the certificate was issued, the day the leave began, and
 - (ii) the family member requires the care or support of one or more family members.
- (f) “family member”, for the purpose of compassionate care leave, means:
- (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee’s spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent; and
 - (iv) any other person who is a member of a class of persons prescribed in the *Employment Standards Code* regulations for the purpose of this definition.
- (g) Unless the employee and Employer agree otherwise, an employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer forty-eight (48) hours’ notice.
- (h) At the end of an employee’s leave under this article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.
- (j) Notwithstanding the notice outlined in (g), if the death of the gravely ill family member occurs during the period of leave, the employee shall be eligible for bereavement leave as outlined in Article 17.12.

17.18

Domestic Violence Leave

- (a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of domestic violence as referred to in the *Employment Standards Code* is entitled to both the following periods of domestic violence leave in each fifty-two (52) week period:

- (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - (ii) leave of up to seventeen (17) weeks to be taken in one (1) continuous period.
- (b) Domestic violence leave may be taken for one (1) or more of the following purposes:
- (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - (vi) any other purpose prescribed in the *Employment Standards Code* or Regulations.
- (c) The first five (5) days of leave taken in a calendar year shall be paid. The remainder of any such leave (leave in excess of five [5] days in a calendar year) shall be unpaid.
- (d) Leave under this section shall be taken in full days only.
- (e) An employee who wishes to take a leave under this section must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
- (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

Eligible employees may take domestic violence leave in accordance with the *Employment Standards Code*.

ARTICLE 18 - HOURS OF WORK

- 18.01 (a) The standard hours of work for Direct Support Professional shall be up to twelve (12) hours per day, sixty (60) hours per week, and up to eighty (80) hours in a two (2) week period.
- (b) The standard hours of work for Managers shall be up to twelve (12) hours per day, forty (40) hours per week, and up to eighty (80) hours in a two (2) week period. Managers may request to work their required hours under a variety of alternative work arrangements and/or hours of work in a way that fulfills the requirements of the position. Alternative work arrangements must be coordinated with and approved by the Director or designate.
- (c) Employees who work consecutive hours in excess of the hours set out above in (a) and (b) shall be entitled to overtime in accordance with Article 19. For clarity, the previous sentence refers to consecutive hours that cross over from one day into the next day; i.e., working 9:00 p.m. – 12:00 (noon) – this example equals three (3) hours of overtime.
- 18.02 All meal and rest periods shall be taken with the people we serve, and shall be paid time. Employees working a shift of five (5) hours or longer shall receive a thirty (30) minute paid meal period to be taken with the people we serve.
- 18.03 Where practicable and as work permits, the Employer will allow two (2) rest periods of fifteen (15) minutes for each five (5) hour period worked, without loss of pay during each shift, to be taken with the person we serve.
- 18.04 Managers shall endeavor to post shift schedules at the Employer's office and in communication binders at least two (2) weeks in advance. Notice of additional hours shall be given as far in advance as practicable.
- 18.05 Days off will be scheduled consecutively, subject to operational requirements.
- 18.06 An employee who reports for work when scheduled or requested by the Employer, who is not required to work or required to work less hours than scheduled or requested without advance notification, shall be paid as follows:
- (a) for a scheduled shift of three (3) hours or more, the greater of three (3) hours or the time actually worked; or
- (b) for a scheduled shift of less than three (3) hours, the greater of the scheduled shift hours or the time actually worked.

18.07 Shift Interchanges

Requests for interchanges in posted shifts shall be submitted in writing and copied to the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the manager and shall not result in overtime costs to the unit.

18.08 Additional Shifts

Additional shifts shall be offered to employees in a manner that does not attract overtime costs for the Employer based on the following priority:

- (a) to permanent employees in the home or department where the shift is to be worked by seniority;
- (b) if not filled through (a), then to employees trained in the home or department by seniority;
- (c) if not filled through (a) or (b), then to employees bargaining unit wide by seniority.

18.09 Vacation Accompaniment

Employees accompanying people on vacations that include overnight stays will be paid as follows: Hours worked beyond the first eight (8) hours, and all hours worked on a general holiday will be paid as overtime. Time spent sleeping or other time allowed to be away from the person we serve shall not be considered time performing work.

18.10 Sleep at Night Shift

If an employee works a night shift that is designated as a “sleep at night”, the rate of pay during the designated hours for sleep shall be the minimum wage pursuant to the *Employment Standards Code* for all such time. In the event that service needs require an employee to be awake during the designated sleeping hours, then the regular rate of pay will apply to such time.

18.11 When a person served has a vacation plan approved, and an employee who supports the person is not designated to accompany the person on vacation, that employee’s manager will notify such an employee as soon as possible after learning of the vacation plan approval. The manager and the employee will discuss options including vacation, banked time, unpaid time off, as well as scheduling for additional shifts within and outside the same home or department and the employees request shall not be unreasonably denied.

18.12 Employees required to attend staff meetings outside of regular scheduled hours shall be paid a minimum of two (2) hours, which shall be rounded up to the next quarter (1/4) hour if the meeting exceeds two (2) hours.

ARTICLE 19 - OVERTIME

- 19.01 Overtime shall be time worked that is requested or authorized in advance by the Manager (for DSPs) or the Coordinator (for Managers), that is in excess of the standard hours of work, daily, weekly, or biweekly, set out in Article 18.
- 19.02 (a) Managers shall receive compensatory time off at one and one-half (1½) times the regular rate of pay for overtime worked. Managers shall have the option to be financially compensated for overtime worked at overtime rates.
- (b) DSPs shall receive one and one-half (1½) times the regular hourly rate for overtime worked.
- 19.03 Compensatory banked time off for managers shall be scheduled by mutual agreement with the relevant coordinator.
- 19.04 An employee who is absent on paid time off shall have such hours counted as time worked for the purpose the standard hours and overtime pay, as applicable.
- 19.05 Where overtime is necessary, after the steps in Article 18.08 have been followed, it shall be offered by seniority to employees who have not worked sixty (60) or more hours in one week within the current pay period or one hundred (100) or more hours within the current pay period, available at the time of the offer in the following steps until the overtime work is accepted or assigned:
- (a) to employees of the home or department where the work is required, and working at the time of the offer;
- (b) to employees of the home or department;
- (c) to employees trained at the home or department who have signed up to take on available hours;
- (d) to casual employees trained at this home or department;
- In the event that there are no volunteers after the previous steps are followed:
- (e) then to employees bargaining unit wide by seniority - except those who have worked sixty (60) or more hours in one week within the current pay period or one hundred (100) or more hours within the current pay period;
- (f) then to employees who have worked sixty (60) or more hours in one week within the current pay period or one hundred (100) or more hours within the current pay period;
- (g) by assignment to the junior employee who is working at the time until replacement staffing arrives.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUM

- 20.01 An employee required to work his or her hours performing direct support between 5:00 p.m. and 9:00 a.m. shall be paid a shift premium of twenty-five cents (25¢) per hour for all hours worked that attract this shift premium.
- 20.02 An employee required to work his or her hours performing direct support between Friday at 5:00 p.m. and 9:00 a.m. the following Monday shall be paid a weekend shift premium of forty-five cents (45¢) per hour for all hours that attract this shift premium.
- 20.03 Only one (1) shift premium is applicable per shift, which shall be the higher paying premium. For clarity, no shift premium is applicable to any paid time off, overtime, vacation accompaniment, Manager administration time or general holidays.
- 20.04 On Call
- Managers are required to be on call on a rotational basis and on call shifts shall be equitably distributed among Managers and Senior Managers. On call service will normally consist of responding to telephone calls or other electronic communications for urgent matters including filling shifts or problem solving. Employees required to be on call as the primary on call manager for all residential services shall receive payment of fifty dollars (\$50) for each twenty-four (24) hours of on call duty, which shall be prorated for a partial period of twenty-four (24) hours of on call duty. The primary on call manager for all residential services shall be paid for time dealing with on call issues at the Manager rate, in five (5) minute increments, rounded up to the next five (5) minutes.

ARTICLE 21 - SALARIES AND INCREMENTS

- 21.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 21.02 Employees shall be paid biweekly for work performed and submitted during the previous pay period.
- 21.03 Employees who are not at the top of the wage scale for their classification will progress to the next step on the wage scale after employment for one year or working one thousand five hundred and sixty (1,560) hours, whichever comes later.
- 21.04 Temporary Assignment of Duty
- (a) In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the

position, she shall be paid the minimum step for the higher classification, or the next step that offers an increase, from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

- (b) Any assignment that would result in the employee's exclusion from the bargaining unit, including lateral transfers, promotions, or changes to a current position or duties, shall be done on a voluntary basis only, by way of employee application, or expressed offer from the Employer, and shall not be a mandatory or imposed condition of employment.

21.05 Damage to Personal Property

The Employer will reimburse employees whose personal property which is necessary to be brought to work (glasses, clothing, etc., and a vehicle) is damaged or destroyed in the course of carrying out direct support work, and for which the employee has no insurance.

21.06 Use of Personal Vehicle

Employees who agree to use their vehicle on Employer business shall be reimbursed at the rate of forty-three cents (43¢) per kilometre for all authorized travel.

All such employees must have a valid driver license and maintain valid all-purpose vehicle insurance liability coverage of at least \$2,000,000, before making use of their own vehicle. The Employer will reimburse the difference between basic liability insurance to \$2,000,000 liability.

21.07 New Classifications

- (a) In the event that the Employer establishes or proposes to establish a new classification covered by this Agreement, or if there is a substantial change in the job content or qualifications of an existing classification, the Union shall receive a copy of the job description and accompanying salary range.
- (b) Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- (c) If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to interest arbitration pursuant to the grievance and arbitration procedures in this Agreement. Unless otherwise agreed by the parties, any adjustment to the rate of pay of the classification shall be retroactive to the date it was established.

- (d) If the Employer changes an existing job description the Employer will provide a revised copy to affected employee(s) and the Union.

ARTICLE 22 - LAYOFF AND RECALL

- 22.01 A layoff shall be any reduction in the work force or a permanent reduction in the employee's normal hours of work.
- 22.02 In the event of a layoff, employees other than probationary or temporary employees shall receive two (2) weeks' notice or pay in lieu of such notice.
- 22.03 In the event that the Employer decides that it will be 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.
- 22.04 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 22.05
- (a) All affected employees who accept a term and/or lower ranged position shall have the opportunity to be redeployed into the first available vacancy within their classification provided they meet the abilities and qualifications required.
 - (b) If, following the process set out in Article 22.05 (a) and (b), a mutually agreeable accommodation in a vacancy or a term position is not achieved, then the procedure for layoff set out in Articles 22.04 and 22.06 shall apply.
- 22.06 An employee who is to be laid off may displace the most junior employee in the employee's current classification in the bargaining unit with a biweekly schedule of hours that are equal to the department the employee is being laid off from or within ten (10) less hours biweekly subject to the following:
- (a) The employee must have the ability and qualifications to perform the duties which the remaining employees will be required to perform.
 - (b) If the employee cannot displace the most junior employee, as indicated above, the employee may then elect to displace the next most junior employee in the classification with a biweekly schedule of hours that are equal to the department the employee is being laid off from or within ten (10) less hours biweekly.
 - (c) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities.

- 22.07 New employees shall not be hired until those employees on layoff have been given an opportunity of recall.
- 22.08 An employee who is to be laid off and who has no displacement option within the employee's classification as a result of Article 22.06 may displace any junior employee in a lower paid classification, if applicable, subject to the following:
- (a) The employee must have the qualifications and ability required of the position.
 - (b) The displacement process in that class will follow the provisions of Article 22.06.
- 22.09 The employee who is displaced by reason of another employee's exercise of rights in this Article may also exercise rights in accordance with the process in this Article.
- 22.10 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and provide any change of address or contact information.
- 22.11 Recall
- (a) The Employer's obligation to provide notification of recall will be satisfied upon speaking with the recalled employee or mailing a registered letter to the address last provided by the employee.
 - (b) An employee who is laid off must be prepared to report for work within seven (7) calendar days of from the earlier of the Employer speaking to the employee or notice of recall being mailed by registered mail to the employee's current address on the Employer's file.
 - (c) A recalled employee engaged in alternate employment shall be permitted to give their current employer two (2) calendar weeks' notice of termination to accept the recall if the employee notifies the Employer immediately upon receiving notification of recall. The time of the two (2) calendar weeks' notice shall run from the notification of recall, which is the earlier of the date that the Employer speaks with the employee, or five (5) days following the date of mailing of the recall notification.
- 22.12 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the employee did not communicate with the Employer as specified in 22.11; or
 - (b) if the employee did not report to work when instructed to do so and fails to provide a satisfactory explanation; or

(c) a twelve (12) month period has elapsed since the initial date of layoff.

22.13 Employees in the Manager classification will be laid off in reverse order of seniority, subject to the ability and qualifications of the remaining Managers to perform the work required.

ARTICLE 23 - TERMINATIONS

23.01 (a) An employee may terminate his or her employment during the first year of employment by giving two (2) weeks' written notice, but not less than one (1) week's written notice. After the first year of employment, not less than two (2) weeks' written notice is required.

(b) A Manager may terminate his or her employment during the first year of employment by giving four (4) weeks' written notice, but not less than one (1) week's written notice. After the first year of employment, a Manager is requested to provide four (4) weeks' notice, but not less than two (2) weeks' written notice is required.

23.02 Employment may be terminated with lesser notice or without notice:

(a) by mutual agreement between the Employer and the employee, or

(b) during the probationary period of a new employee without recourse to the grievance procedure, or

(c) in the event an employee is dismissed and is not reinstated through the grievance procedure.

23.03 The Employer may give pay in lieu of notice.

23.04 The Employer will pay, on the payroll for the pay period in which employment was terminated, all amounts due to the employee, including unpaid wages and accrued vacation pay.

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

24.01 An employee may be disciplined, discharged, or suspended for just cause upon the authority of the relevant Coordinator or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union representative.

24.02 An employee has the right to be notified that a meeting is to involve potential discipline, and the employee may be accompanied at the meeting by a Union steward.

- 24.03 Prior to imposing discipline on an employee, and where practicable, the Employer shall endeavour to hold a meeting with the employee to investigate and shall give the employee advance notice of the nature of the complaint. An employee has the right to be notified that a meeting is to involve potential discipline, and the employee may be accompanied at the meeting by a Union steward.
- 24.04 In the event that the Employer imposes discipline on an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service, and shall provide a copy to the Union.
- 24.05 There shall be one (1) personnel file for each employee. Upon written request, an employee shall be given the opportunity to examine any document which is placed in his or her personnel file, under supervision designated by the Employer. Upon written request the employee shall also receive a copy of any document on the employee's personnel file at his or her expense. Employees may respond in writing to any document/entry in their file and their reply to any such document/entry shall be placed in her personnel file.
- 24.06 A dispute over the accuracy of information on an employee's personnel file may be subject to the grievance procedure by the affected employee, and any result or resolution of such a dispute shall be placed on the employee's personnel file.

ARTICLE 25 - COMMITTEES

25.01 Labour/Management Committee

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

The Committee shall have the full support of both parties in the interests of maximum service to the people served by the organization and the maintaining of harmonious relations.

- 25.02 The Committee shall meet quarterly. Subject to mutual agreement, the Committee may schedule additional meetings. An Employer and Union representative from the committee shall be designated as joint chairpersons and shall alternate in presiding over meetings.

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

25.04 Workplace Safety and Health Committee

A joint Safety and Health Committee shall exist to examine all aspects of safety and health in residential services. The Committee shall be comprised of an equal number of representatives of the Employer and the Union, as mutually agreed, but not to exceed three (3) representatives of each.

The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act* of Manitoba and will comply with the *Workplace Safety and Health Act* of Manitoba.

The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating, and reviewing safety and health conditions and practices within residential services.

Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, and posted for employee review and placed in the Workplace Safety and Health Binders.

ARTICLE 26 - GENERAL

26.01 Training

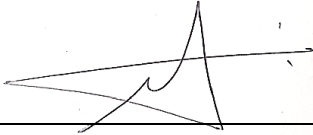
- (a) The Employer will schedule required employee training, and time spent in such training shall be paid hours.


In the event that a part-time or full-time employee's hours are reduced within a pay period as a result of required training, the employee's Manager and the employee will discuss, in advance, scheduling options to make up for the reduced hours including vacation, banked time, unpaid time, as well as scheduling for additional shifts within the home/department, or outside the home/department, or to train in a new home/department. The employee's request shall not be unreasonably denied.


- (b) An employee may propose a training opportunity to the Employer in advance, and the Employer will consider the cost and benefit to service in determining whether the Employer will support such training, and on what terms.

Signed this 23rd day of November, 2023.

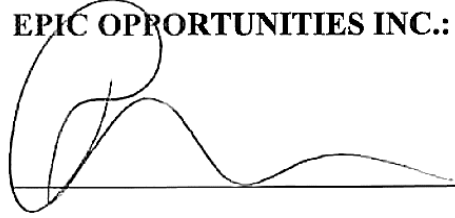
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176:**

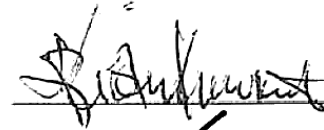






**ON BEHALF OF:
EPIC OPPORTUNITIES INC.:**







SCHEDULE "A"**Epic Opportunities Inc.****WAGES**

Effective April 1, 2023

Start/Prob.	Step 1	Step 2	Step 3	Step 4	Step 5
\$17.96	\$18.21	\$18.46	\$18.71	\$18.96	\$19.21

1. The wage scale above shall be paid to eligible bargaining unit employees, effective the dates listed above, **retroactive to April 1, 2023**.
2. For the purposes of wage retroactive increases, "eligible" employees must be bargaining unit employees, including casual employees and those on approved leave, who remain employed as of the ratification date.
3. If additional funding provided by Government becomes available to be used for wages during the term of this Agreement, the Employer shall notify the Union as soon as possible and allocate the funding to increase pay to employees employed in the bargaining unit as of the date that the funding is received, consistent with the funding increase and timing of the increase, for as long as the additional funding is available.
4. The wage rates above shall be effective April 1, **2023** for eligible employees. All other revisions to the Collective Agreement shall be effective from the date of ratification.

ONE-TIME PAYMENT

Each eligible employee shall receive a lump sum payment of \$90.00. Each eligible employee with at least two (2) completed years of employment as of the date of ratification will receive an additional \$80.00 for each completed year of employment, counted from their second anniversary date onward. There is no prorated payment for a partial year of employment.

Example 1 An employee with 5 completed years of employment from a date of hire of March 15, and a ratification date of July 30, would receive \$90.00 plus \$240.00 (3 x 80), for a total of \$330.00.

Example 2 An employee with 3 completed years of employment from date of hire of December 10, and a ratification date of July 30, would receive \$90.00 plus \$160.00 (2 x 80), for a total of \$250.00.

Example 3 *An employee with less than 2 completed years of employment as of the ratification date would receive \$90.00.*

All payments are subject to required deductions. An “eligible employee” means an employee who is employed as of the date of ratification.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 5176
(hereinafter referred to as the “Union”)

and

Epic Opportunities Inc.
(hereinafter referred to as the “Employer”)

RE: ARTICLE 19.05 AND PERSONAL EMERGENCIES

The Employer supports vulnerable people who cannot be left alone without staff support.

At no time will an employee leave a person we serve prior to arrival of relief coverage unless prior authorization has been given by the applicable manager in appropriate circumstances (on duty or on call).

Situations may arise in which an employee’s shift is ending, but the relieving employee has not arrived. These may include cancellations of shifts on short notice, no-shows, or late arrival. Personal emergencies may arise that require an employee to leave prior to the end of a shift.

The Employer attempts to balance the service requirements with personal obligations of employees.

Procedural Guidelines

The applicable manager (on duty or on call manager), will notify the employee at work as soon as practicable upon becoming aware that a relieving employee will be delayed or not attending. The manager will ask the employee at work how long after the shift that employee can remain until alternate relief arrives.

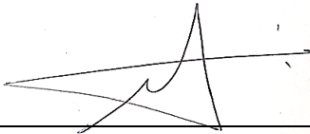
If the employee at work is required to leave at the end of the shift or is required to leave before relief can be arranged, then the relevant manager will arrange for coverage.


Employees are encouraged to make personal arrangements that allow for some leeway for these scheduling issues.

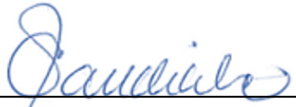
In the event that a personal emergency arises while at work, requiring the employee to leave work, the employee will immediately notify the applicable manager (on duty or on call). The manager will arrange for relief as soon as reasonably possible.

Signed this 23 day of November, 2023.


**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176:**








**ON BEHALF OF:
EPIC OPPORTUNITIES INC.:**





Kristen Woloszyn-Chin

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 5176
(hereinafter referred to as the "Union")

and

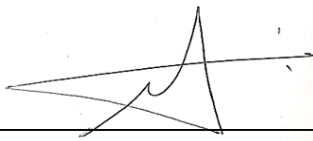
Epic Opportunities Inc.
(hereinafter referred to as the "Employer")


RE: INVESTIGATION AND DISCIPLINARY MEETINGS


1. Where reasonably practicable, and the employee is scheduled for a shift during a week that the Employer is conducting an investigation or issuing discipline, the Employer will hold investigation and/or discipline meetings during, immediately before or immediately after an employee's shift. Any such meeting time will be paid at the employee's applicable hourly rate.
2. This Letter of Understanding will be in effect for the duration of the Collective Agreement, expiring on the same date as the Collective Agreement.

Signed this 23 day of November, 2023.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5176:**







**ON BEHALF OF:
EPIC OPPORTUNITIES INC.:**

