

LIFE'S JOURNEY INC.
Office Workers

FROM: October 1, 2019

TO: March 31, 2021

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



LIFE'S JOURNEY INC.

Office Workers

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**EXPIRY DATE: MARCH 31,
2021**

AGREEMENT BETWEEN:

LIFE'S JOURNEY INC. in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION, RECOGNIZING THAT THE HIGHEST REGARD AND PRINCIPLE CONSIDERATION MUST BE THE CARE AND WELFARE OF THE RESIDENTS AND CLIENTS OF THE EMPLOYER,

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all Case Managers, Case Workers, Coordinators, Assistant Coordinators, Psychiatric/Mental Health Nurses, and Receptionists of Life's Journey Inc., in the Province of Manitoba, save and except Office Managers, Cultural Advisors, Cultural Workers, Administrative Assistants, Executive Assistants, Payroll Clerks, Financial Assistants, Financial Managers, CCM of Addictions and Special Projects, HR/Scheduling Coordinators **Workplace Health and Safety advisor** or any persons covered by a different Collective Agreement and those excluded by the Act.

1.02 Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available and willing to perform the required work, possesses the required qualifications and has the demonstrated ability to perform the required work. This clause will not prevent the direction, instruction or training of bargaining unit members, it will not prevent non-bargaining unit persons performing emergency work and it will not prevent non-bargaining unit persons from filling in during Joint Advisory Committee Meetings. This clause will not prevent persons excluded from the bargaining unit from performing work normally performed by members of the bargaining unit, to the extent that they already perform such work.

1.03 Outside agencies shall only be utilized to do bargaining unit work to the extent that they already perform such work.

1.04 The Employer shall provide the Union within ninety (90) calendar days of ratification and whenever changes are made, with a list containing the names and contact information for all persons excluded from the Collective Agreement who are required to be contacted by the Union in the administration of this Agreement.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

A full-time employee means an employee who is normally scheduled to work **thirty-seven point five (37.5)** hours per week. Any person employed as of the original date of ratification (June 23, 2014) who as of that time works a Monday to Friday shift, will continue to be scheduled as per current practices (which in certain positions includes evening schedules and occasional evening work) unless he/she voluntarily agree to move to a position with another shift.

If the Employer is going to staff additional full-time positions outside of Monday to Friday or with hours other than day shift it will seek volunteers, post positions with specific hours of work (under article 12.01) or hire new employees for those positions.

Once an employee volunteers for such a position, he/she cannot revert back to a Monday to Friday shift unless the Employer agrees. If an employee is impacted by a significant change to family circumstances, that triggers a request for a change back, the Employer will make every effort to accommodate the request.

2.02 **Part-time Employee**

A part-time employee means an employee who is normally scheduled to work less than **thirty-seven point five (37.5)** hours per week.

2.03 **Casual Employee**

Casual employee means a part-time employee who is not normally scheduled to work but who may be called in to work to provide coverage as required.

2.04 **Term Employee**

Term employee (or temporary employee) means a new person employed without seniority for a specific time period or until the completion of a particular project in compliance with funding provided for that position or project. At the expiry of said term the employment of such employee shall be terminated unless the term employee is immediately hired as a full-time or part-time employee at which time the term employee's original starting date shall be utilized to establish their seniority.

2.05 **Layoff**

A layoff means the removal of an employee from employment due to a shortage of work, a shortage of funds or due to a re-organization.

2.06 **Masculine or Feminine Gender**

When the masculine gender is used it shall also mean the feminine gender, and vice versa, wherever applicable.

2.07 **Plural and Singular**

When the plural is used it shall also mean the singular, and vice versa, wherever applicable.

2.08 **Client**

When the word "client" is used in relation to the workshops it shall mean a person participating in an outreach program.

Resident

When the word "resident" is used in relation to the residences it shall mean a vulnerable person residing in one of the residences.

2.10 **Spouse**

When the word "spouse" is used it may mean a person of the same or opposite sex, dependent on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;

- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;

- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and services; whether to make or buy goods and services; the schedules of work and of service; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting times;

And generally the right to manage the business affairs of the Employer shall be the right of the Employer.

3.02 The exercise of the foregoing management's rights shall not alter the specific provisions of this Agreement.

ARTICLE 4 DEEMED FAIRNESS PROVISION

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

ARTICLE 5 JOINT ADVISORY COMMITTEE

5.01 A Joint Advisory Committee shall operate during the term of this Agreement consisting presently of five (5) employee representatives, one from each program and up to an equal number of Employer representatives. Should the number of programs change the number of representatives from each side will reflect those changes. The Committee shall meet every three (3) months, or sooner if requested by either party, to discuss working conditions, quality of service and other matters to promote an ongoing harmonious relationship between the Employer and its employees. The full-time Union Representative(s) may attend meetings. All time spent attending Joint Advisory Committee meetings by employees shall be considered time worked. Meetings shall normally be scheduled for one (1) hour but if circumstances dictate may last longer.

5.02 A chairperson of this committee shall be appointed at the start of each meeting. The chairperson shall facilitate the meeting, take and keep minutes of the meeting and provide a copy of the minutes to each member of the committee. The chairperson shall also post a copy of the minutes on the bulletin boards for all employees to see and provide a copy to the Union office via e-mail. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 6 UNION RIGHTS AND ACTIVITIES

6.01 The Union shall notify the Employer in writing on an annual basis, and whenever changes are made, of the names of its Shop Stewards and committee persons.

6.02 Recognition of Stewards

 The Employer agrees to recognize Shop Stewards as selected or appointed by the Union.

6.03 Shop Stewards may investigate grievances during their working hours providing that they first get authorization from the Employer, and their work is done appropriately. The Shop Steward shall not suffer a loss of pay for such authorized time.

6.04 The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

6.05 Bargaining Unit Information

 The Employer shall provide the Union with current job descriptions in January of every calendar year, and all revisions subsequently.

6.06 **Access to Personnel File**

Upon the written request of the employee, the personnel file of that employee may be examined by that employee in the presence of a management representative of the Employer at a prearranged and agreed upon time, within one (1) week of the original written request. The employee may have a Union Representative present if desired. The employee may request and be provided with specific copies of documents that appear in their personnel file.

6.07 **Employee Assessments**

Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that they acknowledge receipt of same. The employee may respond in writing to the assessment within ten (10) working days and such response shall become part of their record.

6.08 **Union Representative's Visits**

Subject to the terms of this Agreement, upon prior notification to the Program Manager or designate, authorized Representatives of the Union shall be entitled to visit all work areas of the Employer's operations, with minimal disruption to the consumers or the employees, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Such visits will not be conducted in an unreasonable manner.

The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the full-time Union Representative.

Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees or consumers. Any such meeting shall take place in a location within the workplace designated by the Employer that is acceptable to the Union.

The addresses of the Employer's work locations are highly confidential. The Union Representative(s) agree that at no time will disclosure be made of any aspects of such operations to any party, other than for purposes strictly related to collective bargaining, administration of the collective agreement and representation of the members of the bargaining unit.

6.09 **Bulletin Boards**

The Employer shall provide bulletin board space for the use of the Union at each Employer work location upon which the Union may post notices relating to matters of interest to the employees, provided that such notices shall not in any way promote or publicize the consumption of alcohol.

6.10 The Employer agrees to provide the Union Representative or a Shop Steward up to fifteen (15) minutes during its Employee General Orientation, in order to meet with a new employee to familiarize him/her with UFCW Local 832, the Collective Agreement and other relevant Union related matters. The Union Representative and the Shop Steward will be provided with reasonable notice in advance of the date, time and location of the General Orientation.

6.11 The Employer agrees to provide all employees and individuals from outside agencies performing services for the Employer with up to two (2) Employer identification cards per calendar year.

ARTICLE 7 UNION SHOP

7.01 All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) calendar days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff.

7.02 The Employer agrees to forward Exhibit One, as attached, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

7.03 The Employer agrees to provide the Union, once a month, with a list containing the names of all employees who have left the employ of the Employer during the previous month.

ARTICLE 8 DEDUCTION OF UNION DUES

8.01 **The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4)**

or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees. Dues for employees working in the Brandon/ Westman area shall be reported as Brandon.

8.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, save and except for an error committed by the Employer.

8.03 Each year the Employer will calculate the amount of Union dues, initiation fees and assessments deducted from the employees and indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 9 STRIKES AND LOCKOUTS

9.01 The Union and all its representatives agree that there shall be no strikes, picketing, sit downs, slowdowns, or suspensions of or interference with work during the term of this Agreement.

9.02 The Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 10 PROBATIONARY PERIOD

10.01 All new employees must serve a probationary period which consist of either their first four hundred (400) hours worked or first fifty (50) shifts worked, whichever comes first. Upon successful completion of the probationary period a new employee shall have seniority back dated to the latest date of hire.

10.02 The Employer, at its discretion, may discharge any probationary employee and such employee shall have no recourse to the Grievance and Arbitration provisions as set out in this Agreement.

ARTICLE 11 SENIORITY

11.01 Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed their probationary period. Full-time employees shall have seniority over part-time employees and part-time employees shall have seniority over casual employees.

11.02 Seniority for the purposes of vacation accrual and vacation selection for any employee promoted or transferred into this bargaining unit from the other bargaining unit shall be defined as the original date of hire with the Company.

11.03 **Outside Bargaining Unit Seniority Retention**

Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of four (4) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the four (4) month period if they so choose upon at least two (2) calendar weeks' notice. Employees who remain outside of the bargaining unit beyond the four (4) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the four (4) month limitation. Employees accepting a term or temporary position outside the bargaining unit will continue to accumulate seniority for the time period that they were outside of the bargaining unit beyond the four (4) month limitation.

11.04 Casual employees who do not work any hours in three (3) consecutive calendar months will be placed at the bottom of the casual seniority list. Casual employees who do not work any hours in six (6) consecutive calendar months will be deemed to have been dismissed.

11.05 Seniority shall continue to accrue during any period of paid leave of absence or authorized unpaid leave.

11.06 An employee shall lose their seniority and their employment shall cease for any one or more of the following reasons:

- (a) the employee resigns or is discharged by the Employer and is not reinstated through the grievance and/or arbitration articles of this Agreement;
- (b) if the employee is laid off for a period in excess of twelve (12) months; or
- (c) the employee fails to return to work on recall within fourteen (14) calendar days of a registered letter being sent to his/her latest recorded address on file with the Employer or within three (3) days of direct contact with a management representative of the Employer unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate; or

- (d) the employee is absent from work without an explanation acceptable to the Employer for a period of three (3) or more consecutive working days; or
- (e) the employee fails to return to work on the day specified in accordance with an approved leave of absence including vacation or suspension unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate.

11.07 **Seniority Layoff - Recall**

Employees will be laid off or reduced to part-time when necessary in reverse order of seniority providing the senior employee(s) possesses the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period of up to eight (8) hours. Employees will be recalled to work in order of seniority providing the senior employee(s) possesses the required qualifications and demonstrated ability to perform the necessary job functions within the familiarization period.

11.08 **Notice of Layoff**

The Employer shall notify any non-probationary employee who is to be laid off at least seven (7) calendar days prior to the effective date of the layoff or provide payment for their scheduled days of work during the seven (7) calendar day notice period. If the employee is to be laid off for greater than eight (8) weeks the provisions in The Employment Standards Code C.C.S.M. c. E110 regarding length of notice and pay in lieu of notice, or the seven (7) calendar days above, whichever is the greatest, shall be followed.

11.09 **Notice of Change of Employment Status from Full-time to Part-time**

The Employer agrees to give two (2) calendar weeks' notice prior to permanently changing an employee's status from full-time to part-time.

11.10 **Utilization of Part-time and Casual**

The Employer shall not utilize part-time and casual employees to displace full-time employees or to prevent the hiring of full-time positions. This clause will not prevent part-time and casual employees from performing work to the extent that they already perform such work.

11.11

Available Hours of Work

- (a) Full-time and part-time employees will be scheduled for regular shifts.
- (b) Employees will notify the Employer in writing of any restrictions to their availability, with as much notice as possible and in any event not less than one (1) month. The Employer will make best efforts to try and accommodate restrictions on availability. The Employer will not schedule an employee outside his/her available hours, unless otherwise agreed. An employee who has restricted availability may suffer a reduction in hours, though the Employer will make best efforts to schedule so as to minimize reductions in hours.
- (c) Priority will be given to senior employees in the same classification and program in terms of scheduling, providing that they are available and willing to perform the required work, possess the required qualifications and have the demonstrated ability to perform the required work. This will not entitle employees to overtime however.
- (d) Full-time employees shall be offered available hours over part-time employees, and casual employees providing it does not result in overtime payment.
- (e) Part-time employees shall be scheduled available hours over casual employees providing it does not result in overtime payment.

11.12

Laid Off Employees Preference

No new employee may be hired until those qualified employees on layoff who have previously demonstrated their ability to satisfactorily perform the necessary and required work of the Employer have been given the opportunity of recall.

11.13

Change Work Assignments

An employee may be required to change work locations or client assignments by the Employer for bona fide reason, such as in the event of the closure of a residence, shift in Programming requirements a reduction in funding, a shift in expectations by funders, where a reorganization of the workforce is genuinely needed, conflict with a client/resident or conflict between staff members, or if it is otherwise in the best interests of the Program.

If a change is contemplated, the Employer will advise the Union Representative and the employee or employees affected prior to making the change, with an explanation as to why, and allow a reasonable opportunity for a response with a goal of no less than two (2) months to process the proposed change. Should an immediate change be required due to staff conflict or participant interests, the Employer will provide

as much notice as reasonably possible. The Employer will be prepared to justify the proposed change to scheduling and seniority will be the guiding principle in proposed changes not involving conflicts around an employee. The Employer will issue its decision in writing.

If an employee requests a transfer between work assignments, the Employer will do its best to accommodate such a request, taking into account the above factors.

11.14 In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).

ARTICLE 12 JOB POSTINGS

12.01 Posting of Vacant Positions

When the Employer decides to fill a vacancy or create a new position within the bargaining unit, the Employer shall post notice of this on bulletin boards and the Employer's website for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for it.

In addition to the above the employer will email postings to employee's personal email so long as they have provided it to the employer. Employees will notify the applicable Program Manager if they wish to opt out of the emails to their personal account.

The notice shall identify the typical duties required, the qualifications and abilities necessary, the classification, program, wage rate, anticipated days of work, work location(s), normal starting and quitting times, and the closing date for submitting applications to the Employer.

The Employer will send a copy of all job postings within the bargaining unit to the Union.

The Employer may advertise externally during the posting period.

The Union will be advised of the name of the successful applicant once the job is filled. The successful applicant will be advised in person no later than thirty-five (35) calendar days following the completion of the posting period.

12.02

Selection Process for Vacant Position

If the Employer assess two (2) or more applicants as relatively equal (based on such requirements, skills, abilities, experience the Employer determines relevant, it being recognized that these may change from time to time depending on the circumstances and the complement of other staff) the senior applicant will be awarded the position.

12.03

Return to Former Position

If within twenty (20) shifts worked from the date an employee commenced work in a new position, the employee proves to be unsatisfactory to the Employer or if the employee requests to return to his/her former position, the employee shall be returned to the former position and former rate of pay without loss of seniority. Any other employee(s) affected may also be returned to their former position(s) and former rate(s) of pay without loss of seniority and without any notice. The Union and the Employer may mutually agree to extend this period by up to five (5) shifts.

12.04

Temporarily vacant bargaining unit positions of more than two (2) weeks but less than three (3) months, which are a result of an employee being on an approved leave of absence, shall result in the implementation of a coverage plan developed by the Employer to ensure that workloads are managed at a reasonable level. The coverage plan may include posting or backfilling positions of the same position that has been temporarily vacated or another position that will address workload volume. Employees recognize that there will be occasions in which staff shortages cannot be avoided.

The Employer shall not assign employees work duties outside of their current job description at any time, including the period of time between the first two (2) weeks of a vacancy.

12.05

Temporarily vacant bargaining unit positions of more than three (3) calendar months which are the result of an employee being on an approved leave of absence, sick or disabled shall be posted in accordance with Article 12.01, Posting of Vacant Positions, above and identified as temporary in nature. When the temporary position is over the employee shall return to their former position. Any subsequent temporary vacancy that results in this type of posting need not be posted by the Employer. If subsequent temporary vacancies are not posted they will be filled in accordance with Article 11.12, Available Hours of Work.

12.06

In the event the Employer wishes to make changes to the qualifications required for any classification in the bargaining unit or the Employer adds a new classification and with it new qualifications, the Employer agrees to advise the Union.

Should the Union have any concerns with respect to the reasonableness of the qualifications for any classification, the Union shall, within thirty (30) calendar days of receipt of the information from the Employer, provide such concerns in writing to the Employer.

The parties shall meet to attempt to resolve the areas of concern. Should the parties fail to resolve the concerns, the Union reserves the right to refer the matter to a single arbitrator as outlined in this Agreement on the basis of the "reasonableness" of the required qualifications in dispute.

ARTICLE 13 TRAINING

13.01 The Employer encourages and shall (subject to operational requirements and resources) assist in the professional development of employees related to the operations or needs of the Employer. Employees agree to participate with best efforts in workshops or training opportunities provided by the Employer.

13.02 Training

Where the Employer requires an employee to attend a conference, workshop or seminar, the employee shall suffer no loss of regular pay for their attendance, and if attending on their day off, they shall be paid for all time spent in the actual training event, plus reasonable travel time if the training event is not in Winnipeg or at the Highway 8 location. Such time shall be paid at straight time rates. All travel time shall be taken as time off in lieu. In addition, if the training event is not in Winnipeg or at the Highway 8 location the Employer agrees to pay authorized transportation and accommodation and reasonable meal expenses with receipts (unless meals are provided at the training event, or if the training event is provided by the Employer). Reasonable meal expenses will be paid up to \$10.00 for breakfast, \$15.00 for lunch and \$18.00 for supper.

13.03 If the government legislates or regulates mandatory changes to the training requirements for Life's Journey employees the parties agree to meet to discuss such training requirements. Where funding is provided specifically for the purpose, employees requiring certain certifications or academic standings will receive such training at no cost to the employee. A reasonable amount of time will be allowed for each employee to attain such required academic standing or certifications.

13.04 Minimum Training/Orientation

It is in everyone's interest for adequate training to be provided, and so the Employer, the Union and the Employees are all committed to doing what reasonably can be done to provide such training, and ensure that employees being trained take full advantage of it.

Employees, who have expressed their desire in writing to receive additional training, will have such requests considered in good faith by the Employer, which (subject to operational requirements) shall make reasonable efforts to accommodate such requests.

The Employer agrees to provide employees professional development (including internal and external in services) training a minimum of two (2) times per year. The time and scheduling of this training will be at the discretion of the Employer. Additional individual requests for professional development training may be submitted to the Employer at any time and will be given reasonable consideration. Every request submitted shall be answered within fourteen (14) calendar days. Reimbursement for 'additional' professional development training will be at the discretion of the Employer.

13.05 Education Leave

In the event an employee is granted leave for educational purposes, the employer will make every effort to accommodate the employee making up the time in a way that there is still benefit to the Program but that is agreeable to the employee. In the event the employee makes up time in a week where they would exceed eight (8) hours per day or forty (40) hours per week, the employee may voluntarily waive their right to overtime and be paid the makeup time at straight time. In the event the employee does not voluntarily accept straight time for additional hours exceeding eight (8) hours per day or forty (40) hours per week they will not be entitled to pick up extra hours that result in overtime.

ARTICLE 14 HOURS OF WORK

14.01 The regular hours of work shall not exceed an average of **seven point five (7.5)** hours per shift, **thirty-seven point five (37.5)** hours per week.

14.02 Reporting Pay/Call-In Pay

No employee shall be scheduled or called in to work a shift for less than three (3) consecutive hours unless the employee voluntarily agrees to leave work earlier than the three (3) hours.

14.03 Any employee called in to deal with an emergency will be paid for time worked but in no event less than three (3) hours pay at their appropriate hourly rate of pay until the Employer releases the employee. If the time called in for such emergency results in the employee working more than their regular shift overtime shall apply as per Article 19.03, Overtime When Paid.

14.04

Adverse Weather Policy

- (a) All employees scheduled to work will be expected to come to work unless the Director (or designate) has authorized closure for their Program due to adverse weather conditions or if the employee is physically unable to attend work due to adverse weather conditions.
- (b) If an employee decides not to travel to work due to weather conditions, they will not be paid. Should this occur, the Employer will make reasonable efforts to reschedule missed shifts without incurring overtime or offer the employee the opportunity to either use a personal day or a vacation day. However, if an employee cannot travel to work because roads they must travel on to come to work are closed they shall be paid for their shift. If an employee resides within the City of Winnipeg and usually takes a transit bus to work and the transit busses are shut down they shall be paid for their shift.
- (c) If the Director (or designate) authorizes an early Outreach Program closure due to adverse weather conditions, staff will receive pay for the full amount of their shift. Individual consideration will be given to staff if travel between their home and workplace is unsafe.

(d) **Late Arrivals Due to Weather Conditions**

Subject to individual circumstances, late arrivals due to weather conditions within two (2) hours of starting time will not be docked pay.

14.05

The Employer agrees to maintain its present practice of not scheduling split shifts, and will only change that with ninety (90) calendar days' notice, and after consultation with the Union. However, should an employee indicate that he/she wishes to pick up extra hours this may be accommodated and the employee may be allowed, in accordance with seniority, to work up to two (2) – three (3) to four (4) hour shifts in a twenty-four hour period. If an outreach worker agrees to pick up a split shift after completing their full regular full-time shift they will do so without incurring overtime.

14.06

Work Schedules

The Employer shall schedule regular full-time employees as follows:

- (a) Employees in the bargaining unit shall regularly work five (5) consecutive shifts of eight (8) hours, consistent with Article 2.01.
- (b) Subject to employees being available and willing to perform the required work, and possessing the required qualifications and demonstrated ability to perform the required work, the scheduling pattern and hours of work shall be offered by seniority.

- (c) The parties are committed to meeting and working together in good faith to discuss and resolve any ongoing issues that arise from scheduling practices.

ARTICLE 15 POSTING OF WORK SCHEDULES

15.01 An employee who is ill must speak directly with their immediate supervisor as soon as possible prior to the commencement of their scheduled shift. The Employer will provide employees with a list of people and phone numbers to call in case of illness.

15.02 Notice of Shift Change

The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of an emergency such as snowstorm, or other instances of force majeure (including unforeseen short term relocation due to client needs). In all other cases, at least ninety-six (96) hours' notice of change must be given, unless the employee requests to have his/her shift changed.

Part time or casual employees are subject to schedule changes as may be required by the Employer, which shall give as much notice as is reasonable in the circumstances.

If changes are made the Employer will make reasonable efforts to notify the affected employees by telephone unless the employee has indicated in writing their desire to be contacted via email or text.

ARTICLE 16 TIME SHEETS

16.01 Payroll records and attendance sheets shall be retained by the Employer for a minimum of three (3) years in the event verification is required as to hours worked or paid and shall be made available to the Union upon request.

ARTICLE 17 MEAL AND REST PERIODS

17.01 Employees who have worked a shift of five (5) hours or more are entitled to an uninterrupted thirty (30) minute meal period.

17.02 Employees will be provided with two (2), fifteen (15) minute rest periods from work with pay for each shift, one (1) in the first half of the shift and one (1) in the second half of the shift.

17.03 Subject to the approval of the Employer, employees who accompany clients/residents on outings shall be compensated and/or reimbursed the cost of admission fees for events where the employee accompanies the clients/residents.

17.04 Employees who are required to travel overnight on behalf of the Employer will be reimbursed for reasonable and pre-approved travel expenses, including transportation, hotel and meals (maximum of forty (\$40.00) dollars per day for meals).

If the Employer requires an employee to supervise a client at an approved family visit with a meal scheduled or approved in advance by the Employer, then the Employer will reimburse the employee for the greater of fifteen (\$15) dollars or the least expensive meal item on the menu (plus tax).

If the Employer requires an employee to transport a client for an approved family visits that requires travel of more than 100 km, with a meal scheduled or approved in advance by the Employer, then the Employer will reimburse the employee for the greater of fifteen (\$15) dollars or the least expensive meal item on the menu (plus tax).

Employees will provide all receipts and required information to the Employer in a timely fashion (by the cutoff for the next coming payroll).

17.05 Petty cash or an Employer credit card will be made available for all expenses anticipated to be over twenty (\$20.00) dollars. Any employee using petty cash or an Employer credit card will be required to provide the Employer with any change, all receipts and the card itself by no later than the end of the shift.

ARTICLE 18 PAYMENT FOR MEETING ATTENDANCE

18.01 Where the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting, in addition to travel time to or from the meeting (if this is a mid-day meeting where the employee has to travel to or from the normal work site before or after the meeting) shall be considered time worked, in accordance with Article 14.02 Reporting Pay/Call-In Pay, and compensated at the applicable rate of pay. **It is understood that meeting attendance is very important and every effort should be made to attend staff meetings where possible.**

ARTICLE 19 OVERTIME

19.01 It is recognized by the parties that overtime shall be required as a condition of employment and may only be authorized by the Executive Director or designate. With the exception of a crisis situation, any overtime worked that has not been approved by the Executive Director or designate will not be paid out.

19.02 Overtime will be compensated by paying the employee one and one-half (1½) times the employee's regular hourly rate. By mutual agreement between the Employer and the employee, overtime may be banked and taken as time off at a mutually agreeable time. The banked overtime will accrue at a rate of one and one-half times (1½ X) for each hour of overtime worked. If banked overtime is not taken as time off, it will be paid out by March 15th of that year.

Overtime pay and banked overtime hours will be identified separately on each pay stub.

19.03 **Overtime When Paid**

Overtime will be compensated for all authorized hours worked in excess of **seven point five (7.5)** hours per day. Overtime will also be compensated for all authorized hours worked in excess of **thirty-seven point five (37.5)** hours per week.

Employees who are on call will be paid as per Article B-5 of this Agreement.

19.04 In the event of an emergency, it is understood that the employee on duty may be required to work the overtime. In the event of a crisis situation, should an employee fail to report such situation to a supervisor or manager and/or fail to ensure that adequate coverage is provided then the employee will be subject to the progressive discipline process.

19.05 When an employee is required and authorized by Management, to work three (3) hours or more overtime immediately following the end of his/her scheduled shift; they will then be reimbursed for a meal allowance of up ten (\$10.00) dollars. Overtime incurred by being on call is excluded from this clause.

19.06 In the event that the Employer requires an employee to accompany a client for an extended period of time, the employee shall be compensated for all hours of their regular shift at regular time and all other hours that they are with a client (apart from time scheduled to rest, which shall be compensated at regular time) at time and one half (1½). For example, if a residential employee is with a client for twenty-four (24) hour period an employee would be compensated sixteen (16) hours at regular time (eight (8) hours of work and eight (8) hours of rest) and eight (8) hours at a time and one half (1½).

ARTICLE 20 GENERAL HOLIDAYS

20.01 The following general holidays shall be observed by the Employer:

New Year's Day
Louis Riel Day
Good Friday
Easter Sunday
Victoria Day
Canada Day

Terry Fox Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

as well as any day designated by law as a paid holiday by the Provincial government.

Each employee may substitute Easter Sunday, Terry Fox Day or Boxing Day for another day based on the employee's cultural or religious beliefs. These substitutions must be declared in writing by March 31st of each year. No increase or loss of pay shall result due to any substitution. If Easter Sunday, Terry Fox Day or Boxing Day become a designated general holiday legislated in *The Employment Standards Code C.C.S.M. c. E110*, employees will be notified that substitutions are no longer permitted.

20.02 **General Holiday Pay Calculation**

An employee is entitled to general holiday pay for a general holiday on which they do not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the general holiday; or
- (b) did not absent themselves from work without the Employer's consent on the regular working day immediately preceding or following the general holiday unless the absence is by reason of verified illness, or injury, where such injury does not enable them to perform the required functions of their job.

20.03 Subject to the eligibility requirements of 20.02, General Holiday Pay Calculation above,

- (a) part-time and casual employees shall receive general holiday pay based on one fifth (1/5th) of their average weekly hours calculated using their hours worked in the four (4) weeks immediately prior to the general holiday;
- (b) full-time employees will be paid their regular days' pay for each general holiday. Example: If their regular daily shift is 8 hours they will be paid eight (8) hours; if their regular shift is twelve (12) hours, they will be paid 12 hours.

20.04

Pay for Time Worked on General Holiday

An employee who works on a general holiday shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all time worked in addition to the general holiday pay.

20.05

Subject to the eligibility requirements of 20.02, General Holiday Pay Calculation above, if the general holiday falls on a day a full-time employee is not scheduled to work, such employee will be paid general holiday pay at that time or, at the employee's request, be scheduled an additional day off, with pay, at a later date as mutually agreed between the employee and the Employer.

ARTICLE 21 WAGES

21.01

The Employer agrees to pay wages to employees on a bi-weekly basis through direct deposit, in accordance with the minimum rates set out in Appendix "B" attached hereto and forming part of this Agreement. The cut off day for the purpose of calculating payroll will be the Sunday midnight in the week preceding the Friday pay day. Mileage/expense payment is by direct deposit with payroll at approximately noon the Friday payday. Paystubs are emailed to employees, who also may access details online by logging on to their payroll accounts.

21.02

In the event an employee's pay cheque has a shortage error of more than twenty-five (\$25.00) dollars due to an Employer error, the employee must report the error by no later than Friday 4:00PM and the deposit correcting the error will be issued within two (2) working days. If the error is reported after the deadline noted above, it will only be corrected on the next regular payroll deposit.

21.03

New Classifications

If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 26 of this Agreement.

21.04

Previous Experience

Persons who have previously worked for the Employer shall only have their recent service recognized for the purpose of setting their starting rate of pay **and vacation** but such time worked shall not contribute towards the completion of their probationary period. Recent experience shall be deemed to exist if the employee has not been out of the employ of the Employer for more than one (1) year.

ARTICLE 22 VACATIONS

22.01 Full-time employees shall receive vacation days off with pay accruing as follows at the time they start working for the Employer:

Receptionist	10 working days with 4% of gross wages accruing
Case Workers	15 working days with 6% of gross wages accruing
Assistant Coordinators	15 working days with 6% of gross wages accruing
Coordinators	20 working days with 8% of gross wages accruing
Clinical Case Managers	20 working days with 8% of gross wages accruing

After three (3) years of continuous service the vacation days off with pay shall increase to the following:

Case Workers	20 working days with 8% of gross wages accruing
Assistant Coordinators	20 working days with 8% of gross wages accruing

After five (5) years of continuous service the vacation days off with pay shall increase to the following:

Receptionist	15 working days with 6% of gross wages accruing
Coordinators	25 working days with 10% of gross wages accruing
Clinical Case Managers	25 working days with 10% of gross wages accruing

After eight (8) years of continuous service the vacation days off with pay shall increase to the following:

Receptionist	20 working days with 8% of gross wages accruing
Case Workers	25 working days with 10% of gross wages accruing
Assistant Coordinators	25 working days with 10% of gross wages accruing
Coordinators	30 working days with 12% of gross wages accruing
Clinical Case Managers	30 working days with 12% of gross wages accruing

After ten (10) years of continuous service the vacation days off with pay shall increase to the following:

Case Workers	30 working days with 12% of gross wages accruing
Assistant Coordinators	30 working days with 12% of gross wages accruing

Part-time employees shall receive their vacation pay on each cheque but receive the same amount of time off as outlined above.

22.02 Vacation pay shall be defined as gross wages excluding overtime, vacation pay and pay in lieu of notice. This dollar amount shall be converted into days of time off. An employee may request up to the number of days outlined above even if they do not have enough vacation pay accrued to cover all of the days requested.

22.03 On the year where an employee would have served fifteen (15) years of continuous service and every five (5) years of service thereafter the employee would be entitled to a bonus of three (3) floater days of vacation with pay in the years of those anniversaries.

22.04 Subject to operational requirements Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up. If operational requirements do not permit longer vacation, it nonetheless may be taken in blocks of one (1) or two (2) weeks, at the choice of the employee.

22.05 Vacation pay shall be paid to full-time employees in the normal course, or at the employee's request no later than his/her last working day before the beginning of the employee's vacation.

22.06 No vacation shall be earned during any period of unpaid leave of absence which exceeds three (3) calendar months in a vacation year. This only applies to the year in which the leave of absence was taken.

22.07 Employees must use all vacation prior to March 31, of the vacation year following that in which it was earned. For purposes of clarification the employee cannot have more holidays accumulated on March 31, than what they are entitled to take in the following year. At the request of the employee and the sole discretion of the employer taking into account operational requirements, the Employer may approve the carry-over of one week vacation into the next vacation year to be taken in that year.

22.08 No employee may utilize vacation earned until they have completed six (6) months of employment. An employee may request their vacation days as they earn them as is the current practice. However, the number of days taken in any vacation year cannot exceed the amount of time off outlined in 22.01 and subject to 22.03.

22.09 **Vacation/General Holiday**

When a general holiday occurs during an employee's vacation an extra day's vacation shall be granted if the general holiday is one which the employee would have received had they been working.

22.10 **Vacation Pay - When Accrued**

An employee's available vacation shall be identified separately on each paystub.

22.11 **Vacation Scheduling**

- (a) The Employer shall be responsible for posting the vacation entitlement list by February 15th of each year. The vacation

entitlement list shall reflect each employee's projected vacation entitlement as at March 31st of that year.

- (b) The employee shall be responsible to indicate preference of vacation dates by March 31st of that year.
- (c) The Employer will give priority according to seniority but as it must ensure appropriate coverage is available, more than one employee in any classification in each program will normally not be allowed to be on vacation at the same time.
- (d) The approved vacation schedule shall be posted no later than April 30th.
- (e) Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their choice. Any vacation requests after March 31st will be awarded on a first come first served basis (subject to operational requirements) and approval will be provided in writing within five (5) business days. Employees are encouraged to submit their vacation requests well in advance of the dates in question to allow the Employer the opportunity to review operational requirements. The Employer may reject requests based on operational requirements if not enough notice is provided.
- (f) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.

22.12 A full-time employee who becomes confined to their home or in the hospital, due to an illness and/or injury that occurs while they are on vacation may file a claim for paid sick leave and/or short term disability benefits (or similar benefits) with supporting medical documentation from their physician at the specific time of their illness confirming the employees claim (by direct examination). The balance of the employee's vacation shall then be rescheduled following their return to work. A doctors note needs to include a date that coincides with the time the employee was 'confined', an indication that the doctors opinion is by direct examination, and an indication that the employee was incapacitated during that period.

ARTICLE 23 SAFETY AND HEALTH COMMITTEE

23.01 Safety and Health Committee

The Employer agrees to a Safety & Health Committee. The Safety & Health Committee will be comprised of up to six (6) Employer representatives, and three (3) individuals appointed by the Union from this bargaining unit and three (3)

individuals from the other UFCW bargaining unit. The Safety & Health Committee shall meet every second month during regular working hours. The Safety & Health Committee shall conduct safety tours of the Employer's operation every three (3) months. The full-time Union Representative and/or full-time Union Safety and Health Representative and the Employer's Consultants may attend meetings and otherwise participate as observers in the business of the Safety & Health Committee. Minutes of all Safety & Health Committee meetings that occur shall be kept. Copies shall be given to each member of the Safety & Health Committee, and the Union, and as well, a copy shall be posted on the bulletin board in each location for all employees to see. The chairperson of the Safety & Health Committee shall rotate from meeting to meeting between an Employer and Union co-chair to ensure that there is an equal balance of representation in this position between management and employees.

23.02 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 23.01, Safety and Health Committee, above. Employees from outside Winnipeg will participate by telephone. Pre-meetings and additional time will be without pay, unless approved in advance by the Employer.

23.03 The Employer agrees to provide time off, with pay, **as per provincial legislation** for the purpose of attending safety and health seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

23.04 **No Violence or Abuse**

The Employer and the Union recognize that the possibility of violence or abuse on the part of clients/residents towards employees is inherent in the work being performed, given the extent to which clients/residents are suffering from various stressors which may increase the risk of such behaviour. Therefore, it is even more important than in other settings for everyone to be particularly vigilant on such issues.

No form of violence or abuse shall be condoned in the workplace, and the Employer, the Union and all employees will work together to recognize and resolve concerns relating to it, and to reduce the likelihood of it as much as reasonably practicable.

Any employee who believes that he/she is being subjected to violence or abuse shall forthwith report this to his/her immediate supervisor or the Administrator and a Safety & Health Committee member. Further, any such employee may contact the police for additional assistance as required.

23.05 Subject to the employee following workplace requirements, where an employee has personal property damaged or stolen during the performance of duties as a result of the action of a client/resident, the employee shall be reimbursed at full replacement cost providing that the item is damaged beyond repair and has been

purchased within twenty-four (24) months of the incident. Proof of purchase is required to be submitted to the Employer. In all other cases reimbursement shall be at seventy-five (75%) percent of replacement cost.

Subject to the employee following workplace requirements, where an employee has his/her vehicle vandalized or damaged during the performance of duties as a result of the action of a client, the employee shall be reimbursed the cost of their deductible.

23.06 The Employer will provide cell phones, and blue tooth devices for each bargaining unit member required to use a cell phone while driving, for the use of those employees that the Employer determines needs them to perform their work.

23.07 The Employer will provide non-alcoholic anti-bacterial wipes in all residences and office spaces for employees to use to sanitize their hands and workspaces.

ARTICLE 24 LEAVES OF ABSENCE

24.01 Bereavement Leave

- (a) An employee who has been employed for at least thirty (30) calendar days shall be granted bereavement leave of up to five (5) working days when necessary, which can be taken non-consecutively if needed, without loss of regular wages, in the event of the death of:
 - i. the spouse or common law partner of the employee
 - ii. a child of the employee
 - iii. a child of the employee's spouse or common law partner
 - iv. a parent of the employee
 - v. a parent of the employee's spouse or common law partner
 - vi. a brother, sister, step-brother, step-sister of the employee or the spouse or common law partner of the employee
 - vii. anyone for whom the employee is the executor of the estate
- (b) An employee who has been employed for at least thirty (30) calendar days shall be granted bereavement leave of up to three (3) working days when necessary, which can be taken non-consecutively if needed without loss of regular wages, in the event of the death of:

- i. a grandparent or grandchild of the employee or the employee's spouse or common law partner
 - ii. a current or former foster child, ward or guardian of the employee or the employee's spouse or common law partner
 - iii. the spouse or common law partner of any of the abovementioned persons
- (c) An employee who has been employed for at least thirty (30) calendar days shall be granted bereavement leave of up to one (1) working day when necessary, without loss of regular wages, in the event of the death of:
- i. an aunt or uncle of the employee or the employee's spouse or common law partner, **brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, best friend.**
- (d) An employee may be granted up to one (1) day's leave of absence without loss of regular wages to attend a funeral as a pallbearer, but it is understood and agreed that any such day would not be in addition to the days noted in (a) above. If the funeral referenced in section (a) is more than two hundred (200) kilometers from the work location, the employee is entitled to one (1) additional day without pay for travel time.
- (e) Additional time without pay may be granted at the discretion of the Employer.

24.02 **General Leave without Pay**

The Employer may grant an employee a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient reason. Such request shall not be unreasonably denied. All such requests shall be made in writing by the employee with as much notice as possible, and in any event with at least ten (10) business days' notice, and shall be responded to in writing by the Employer.

24.03 **Maternity Leave/Parental Leave**

Maternity and parental leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of The Employment Standards Code C.C.S.M. c. E110. Such provision shall include the following:

Each employee

- (a) who has completed seven (7) consecutive months of service with the Employer,
- (b) who submits to the Employer an application in writing for leave under this subsection 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) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery, is entitled to and shall be granted maternity leave consisting of:
 - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date delivery is specified in the certificate mentioned in clause (c); or
 - (ii) a period of seventeen (17) weeks plus an additional period equal to the period before the date of delivery specified in the certificate in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. The employee returning to work after a maternity/parental leave shall provide the Employer with at least two (2) weeks' notice.

24.04 Maternity leave granted to an employee under subsection 24.03 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in 24.03(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

24.05 **Parental Leave**

Each employee

- (a) who
 - (i) in the case of a female employee becomes the natural mother of a child
 - (ii) in the case of an employee becomes the natural parent of a child or assumes actual care and custody of the newborn child, or

- (iii) adopts a child or fosters for the purpose of adoption of a child under the laws of a province, and
- (b) who completes seven (7) consecutive months of service with the Employer, and
- (c) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave

is entitled to and shall be granted parental leave consisting of a continuous period of up to **sixty-three (63)** weeks.

24.06 **Commencement of Parental Leave**

Subject to subsection 24.07, Parental Leave in Addition to Maternity Leave, parental leave must commence no later than the first anniversary date of the birth or adoption of the child, or of the date on which the child comes into the actual care and custody of the employee.

24.07 **Parental Leave in Addition to Maternity Leave**

Where an employee intends to take parental leave in addition to maternity leave the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave unless the employee and the Employer otherwise agree.

24.08 The Employer and the Union agree that an employee on maternity/parental leave of absence will be entitled to the benefits of the group insurance plans (as determined by the Carrier) which are required provided the employee maintains the required premium contributions of the plan.

24.09 **Late Application for Parental Leave**

An employee who gives less notice than is required under Article 24.05 (c) is entitled to the **sixty-three (63)** weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

24.10 **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position and location occupied at the time such leave commenced, as long as the position and location

continue to exist and provided that at least two (2) weeks' notice of an intended return to work is provided.

24.11 **Child Bearing Support Leave**

Each employee shall be granted three (3) days child bearing support leave of absence with pay which shall be taken within seven (7) calendar days following the birth, adoption or fostering of the child. Said employee shall also be entitled to an additional seven (7) calendar days off, without pay, if so desired. Child bearing support leave shall be in addition to any parental leave the employee may be entitled to.

24.12 **Jury/Witness Leave**

On presentation of court documentation, employees who must serve as a juror shall be paid the difference between their regular wage and the amount of compensation received from the court. This procedure shall apply for each day that employees are required to act as jurors, including the jury selection process, provided that employees report to work if required to do so during regular hours that they are not required to attend court.

On presentation of court documentation, employees who must serve as a witness on behalf of the Crown or the Employer shall be paid the difference between their regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a witness, provided that the employee reports to work if required to do so during regular hours that they are not required to attend court.

24.13 **Family Responsibility Leave**

Subject to operational requirements, the Employer shall make reasonable efforts to accommodate employees who have personal responsibilities that are not covered in A 2.02 or do not have sufficient sick time accumulated to utilize A 2.02 (e.g. school appointment for themselves or members of their immediate family such that they are required to attend). If employees require time for family responsibilities that cannot reasonably be scheduled outside their regular working hours, employees shall be granted up to five (5) days per year, without pay, to attend to their family responsibilities.

Employees will give as much notice as possible of the events or appointments.

The Employer may request and if so, shall be provided with verification of the appointment, certificate of illness or injury and the time involved in order to establish eligibility under this article.

Requests for such leave will not be unreasonably denied.

24.14 **Union Functions - Leave of Absence**

The Employer may grant leave of absence without pay to an employee for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence may be restricted to one (1) employee at any one time. The Union agrees to notify the Employer in writing at least ten (10) calendar days prior to said functions. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages (including for clarity, contributions for EI, CPP, WCB or other statutory remittance) and the Union will remit payment promptly.

24.15 **Leave of Absence "Full-time Union Duties"**

Leave of absence without pay shall be granted for a period of up to one (1) year to an employee with a minimum of one (1) years' service who is engaged full-time in Union activities.

24.16 **Negotiations Leave**

The Employer agrees to allow two (2) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this Collective Agreement. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages (including for clarity, contributions for EI, CPP, WCB or other statutory remittance) and the Union will remit payment promptly.

24.17 **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 ninety (90) days employment as of the intended date of leave unless otherwise agreed to by the Employer;
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant; and
- (c) An employee may take no more than two periods of leave totaling no more than eight (8) 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.

This leave is intended to enable an employee to provide care or support to a seriously ill family member.

For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from;
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (iii) the family member requires the care or support of one or more family members.

A "family member" for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, step child, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.

An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.

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.

Seniority shall accrue during any period of leave under this Article.

Notwithstanding the notice otherwise required, if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in this Collective Agreement.

24.18 **Mental Health & Well Being Leave**

Each employee shall be entitled to take three (3) days off with pay per fiscal year for the purpose promoting positive mental health and well-being.

24.19 **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.
- (b) Employees may use Domestic Violence Leave to:

- (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
 - (ii) obtain services from a victim services' organization;
 - (iii) obtain psychological or other professional counselling;
 - (iv) temporarily or permanently relocate to a safe place;
 - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.
- (c) There are two (2) parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.
- (d) Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Domestic Violence 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.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (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 or to a comparable position, with not less than the wages and any other benefits earned by the employee

immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.20

Critical Illness of a Child Leave

An employee shall receive Critical Illness of a Child Leave without pay work for up to thirty-seven (37) weeks to allow them as a parent to provide care and support for a critically ill child who is under eighteen (18) years of age, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
 - (i) a parent of a child;
 - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
 - (iii) a person with whom the child was placed for the purposes of adoption;
 - (iv) the guardian or foster parent of a child; or,
 - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

A critically ill child is defined as a child under eighteen (18) years old with a life-threatening illness or injury for which continued parental care or support is required. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

- (b) Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.

- (e) 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 or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.21

Disappearance or Death of a Child Leave

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
 - (i) a parent of a child;
 - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
 - (iii) a person with whom the child was placed for the purposes of adoption;
 - (iv) the guardian or foster parent of a child; or,
 - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (b) Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) 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 or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.22

Organ Donation Leave

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.
- (b) Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.
- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (f) 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 or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.23

The requesting and granting of leaves of absence shall be in writing. If requested, the reasons for a refusal for a leave of absence will be provided by the Employer in writing.

24.24

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

Should there be any changes to the code during the term of this agreement, employees shall maintain the original benefit level or be eligible for the amended ones, whichever is greater.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

ARTICLE 25 DISCIPLINE

25.01 The Employer shall not discipline nor dismiss any employee who has completed their probationary period except for just cause.

25.02 **Family Services Investigation**

In the event an employee is alleged to have abused a client or resident of Life's Journey, Inc., they will be suspended with pay until an investigation is completed by Family Services.

The Employer shall make a sincere effort to expedite the investigation process, and to the extent the Employer is able to do so, it will provide the Union with written materials from Family Services or such other third party involved. The Union reserves its right to grieve.

25.03 Prior to the imposition of any form of discipline or discharge, an employee shall be notified, at a meeting with the Employer, Shop Steward of their choice and the Union Representative, of the reasons for considering such action. The attendance of Shop Steward and Union Representative is required as soon as possible and in any event within no more than seventy-two (72) hours of notification. If either or both are unavailable within seventy-two (72) hours, the meeting will take place with an alternate steward or other bargaining unit member of the employee's choice.

25.04 The affected employee shall be given a copy of any disciplinary/discharge notice which is to be entered on the employee's personnel file. In all cases of reprimand, suspension or discharge the Employer shall notify the affected employee, and a Shop Steward in writing of reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee and a Shop Steward as soon as possible following the event, and a copy of the notice shall be faxed or e-mailed to the Union office within twenty-four (24) hours of it being given to the affected employee and the Shop Steward.

25.05 **Discipline**

Except in matters of discipline resulting from inappropriate actions/behaviour from staff toward vulnerable persons in care, or discipline resulting from situations of harassment, any discipline shall be removed from an employee's file after

twenty-four (24) months, provided that the employee has been discipline free for twenty-four (24) months.

25.06 A copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file.

25.07 The Employer shall keep only one personnel file per employee.

ARTICLE 26 GRIEVANCE PROCEDURE

26.01 A grievance shall be defined as an allegation by an employee, the Union or the Employer that there has been a violation or misinterpretation of this Agreement.

Prior to the filing of the written grievance, the employee, accompanied by a Shop Steward if they so choose, shall discuss the concern with their immediate supervisor or the Director in an attempt to resolve the dispute.

26.02 Step One:

An employee will first submit their grievance to a Shop Steward or Union Representative, who shall then submit the grievance in writing within twenty-one (21) calendar days of the event giving rise to the grievance to the HR Generalist or designate. The written grievance shall set forth the nature of the grievance, the article or articles of the Collective Agreement allegedly violated, and the remedy or correction required. The HR Generalist or designate shall respond within fourteen (14) calendar days of receiving the written grievance.

26.03 Step Two:

If the matter is not resolved in Step One, the employee shall then submit the grievance in writing within fourteen (14) calendar days of the response in Step One. The written grievance shall set forth the nature of the grievance, the article or articles of the Collective Agreement allegedly violated, and the remedy or correction required. The Director or designate shall respond within fourteen (14) calendar days of receiving the written grievance. Where the employee is not satisfied with the decision, the Union may proceed to have the matter arbitrated.

26.04 The Employer or the Union may initiate a grievance within fourteen (14) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within a further fourteen (14) calendar days, either party may refer the matter to arbitration.

26.05 The time limits set forth in this Article may be extended by the written agreement of both parties.

26.06 Where the Union requires information regarding a grievance (e.g. payroll data, hours of work information and/or seniority data) the Employer shall promptly supply such information in writing to the Union. If this cannot be done within twenty-one (21) calendar days the Employer will write the Union advising of that and providing an estimation as to by when it will be available.

ARTICLE 27 ARBITRATION PROCEDURE

27.01 If the Union and the Employer cannot reach a settlement, upon request of either party, the grievance shall be submitted to an arbitrator. The following will be used on a rotating basis:

- (a) Gavin Wood
- (b) Blair Graham
- (c) Colin Robinson
- (d) **Michael Weirier**

If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) calendar days from the date of their selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) calendar days, the matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator.

The decision of the arbitrator shall be given within a period of twenty-eight (28) calendar days after the closing of the arbitration hearing, or such other length of time as may be mutually agreed.

27.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

27.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the arbitrator shall be governed by the provisions of this Agreement.

27.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

27.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

27.06 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

27.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

27.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

27.09 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 28 STATUTE REVISIONS

28.01 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in existence. The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration. In determining the wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

ARTICLE 29 APPENDICES

29.01 The Parties agree that the following attached Appendices A, B and C shall form an integral part of this Collective Bargaining Agreement.

ARTICLE 30 NOTICE OF TERMINATION/ SEVERANCE PAY/ JOB LOSS ASSISTANCE

30.01 **Notice of Termination/Severance Pay**

In accordance with *The Employment Standards Code*, the notice period for terminating the employment of an employee without cause is the applicable notice period set out in the following table for the employee’s period of employment with the Employer:

<u>Period of Employment</u>	<u>Notice Period</u>
Thirty (30) days but less than one (1) year	one (1) week
At least one (1) year and less than three (3) years	two (2) weeks
At least three (3) years and less than five (5) years	four (4) weeks
At least five (5) years and less than ten (10) years	six (6) weeks
At least ten (10) years	eight (8) weeks

In the event the Employer does not provide the appropriate notice as outlined above, the Employer will pay each affected employee the wages the employee would have earned had he/she worked his/her regular hours of work for the notice period. For employees whose wages vary, the Employer will pay five percent (5%) of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the notice.

Employees who have worked for the Employer for more than thirty (30) days but less than one year must give at least one (1) weeks’ notice before they plan to leave work. After employees have completed one (1) full year of employment with the same Employer, at least two (2) weeks' notice is required. The Employer will not withhold wages from employees who end employment without notice.

ARTICLE 31 EXPIRATION AND RENEWAL

31.01 This Agreement shall be in effect from October 1, 2019 and shall remain in effect until **March 31, 2021**, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

APPENDIX A

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following health and welfare benefits shall be arranged for by the Employer for all employees who work a minimum of **thirty seven point five (37.5)** hours per week and shall be subject to the terms and conditions of their master policies and contracts in force.

In the event the employer changes from one benefit provider to another, employee benefits must be maintained at the previous level with the previous terms and there will be no additional qualification periods. Employee benefits may increase from the previous provider but under no circumstances will benefits decrease unless mutually agreed between the Union and Employer.

A-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits. The Employer shall supply each employee with such information, with new employees receiving this as they become eligible to receive these benefits. As updated information is provided by the insurer, it shall be passed on by the Employer to the Union and the employees.

A-1.03 The health and welfare benefits referred to in Appendix "A" shall be available to all full-time employees who have completed three (3) months of continuous service.

Accrual of paid sick leave benefits for full-time employees shall commence once they have completed three (3) months of continuous employment.

A-1.04 The Employer shall pay the full premium costs of all health and welfare benefits referred to in Appendix "A" for full-time employees, except for life insurance, long term and short term disability coverage.

A-1.05 A general description of the health and welfare benefits, terms and conditions, subject to the terms and conditions of the master policies and contracts in force shall be as listed below. Details of the current benefits are outlined Employee Benefits Handbook.

A-2 Paid Sick Leave Benefits

A-2.01 Paid sick leave shall accumulate at the rate of 0.5 days per pay period for full-time employees, with a maximum accumulation of sixteen (16) days.

Accumulation shall take place only during periods of active work, paid leaves of absence or vacation.

Employees shall not be paid for more than sixteen (16) days per year.

A-2.02 An employee may use paid sick leave for:

- (a) personal illness;
- (b) personal medical or dental appointments that cannot otherwise be scheduled so as to avoid missing work; or
- (c) to accompany to medical or dental appointments or provide care in the event of an illness of a spouse, child, parent, grandparent, grandchild or person who has the employee as the primary caregiver, and where no one else is available to do this.

A-2.03 The amount of available accumulated sick time hours will be provided by the Employer to employees upon request.

A-2.04 The Union agrees to work with the Employer with a view to eliminating abuse of paid sick leave benefits. The Union further agrees to meet with the Employer and any employee suspected of abusing said paid sick leave benefits. Sick leave benefits may be reduced or eliminated for any employee found to be abusing said paid sick leave benefits.

A-2.05 An employee who is unable to report for work due to illness shall inform the Employer as early as possible. In the case of a scheduled appointment, this shall be at the time of booking the appointment.

A-2.06 An employee may be required to produce a certificate from a medical practitioner in case of suspected abuse of sick time or for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

A-2.07 The unused portion of an employee's paid sick leave is not subject to cash out. **However if the employee uses less than ten (10) sick days in the fiscal year. Three (3) days of unused sick time will be converted to Special Leave days to be used in the following fiscal year. These days are not subject to pay out if the employee resigns.**

A-2.08 The employee may request that their sick leave be paid out prior to applying for Short Term Disability.

A-3 Short Term Disability Insurance

A-3.01 To employees who qualify, the Plan will pay short term disability benefits in an amount that is equal to sixty (60%) percent of weekly salary for a maximum seventeen (17) week benefit period.

A-4 Long Term Disability Benefits

A-4.01 To employees who qualify, the Plan will pay sixty (60%) percent of the first \$2,500 of the employee's monthly salary, plus fifty (50%) percent of the balance. There is a one-hundred and nineteen (119) calendar day waiting period.

A-5 Dental Benefits

A-5.01 To employees who qualify, the Plan will offer coverage based on the current dental fee guide for the Province of Manitoba as follows:

Preventive Treatment	80% coverage
Basic Treatment	80% coverage
Major Treatment	50% coverage

A-6 Life Insurance Benefits

A-6.01 To employees who qualify, the Plan will offer life insurance benefits for themselves and their eligible dependants. The principle sum that is payable for employees shall be two (2) times the employee's annual earnings. Any increase in coverage is subject to the Plan, and at the cost of the employee.

A-7 Accidental & Serious Illness Benefits

A-7.01 To employees who qualify, the Plan will offer accidental and serious illness benefits for themselves and their eligible dependants. The principle sum that is payable for employees shall be two (2) times the employee's annual earnings. Any increase in coverage is subject to the Plan, and at the cost of the employee.

A-8 Vision Care Benefits

A-8.01 To employees who qualify, the Plan will offer vision care benefits for themselves and their eligible **dependents**. Vision care benefits shall be to a maximum of three hundred (\$300.00) dollars per person every two (2) years. The Plan will cover one-hundred (100%) percent of the cost of eye exam appointments to a maximum of **one hundred (\$100.00)** dollars per person every two (2) years.

A-9 Prescription Drug Benefits

A-9.01 To employees who qualify, the Plan will offer prescription drug benefits for themselves and their eligible dependants. A card will be issued to each employee to direct bill prescription drug purchases.

A-10 Survivor Benefits

A-10.01 Insurance coverage will continue for up to two (2) years for eligible dependents who are enrolled at the time of death.

A-11 Extended Health Care Benefits

A-11.01 To employees who qualify, the Plan will offer extended health care benefits for themselves and their eligible dependants. The Plan itself should be checked for eligibility and details.

A-12 Retirement Savings Plan

A-12.01 The Employer shall provide for a retirement savings plan to which all full-time employees shall contribute one (1%) percent of their gross earnings for the calendar year as shown on their T-4 tax form. The Employer will match this amount. **After three (3) years of continuous service this amount shall increase to three (3%) percent of the employees' gross earnings and a matching amount from the Employer. The Employer reserves the right to increase the amount of the match as funding permits. After three (3) years of service an employee will have the option of staying at one (1%) percent or going to two (2%) or three (3%) percent.**

A-12.02 All full-time employees shall contribute to the Plan after three (3) months of employment.

A-12.03 The Employer shall advise all employees and the Union as to who is administering the plan.

A-12.04 Employees shall be provided with a written document which outlines the different contribution options and an annual statement from the Plan administrator.

A-12.05 The Employer shall cover the costs of any administration fees for the Group RSP.

A-12.06 Employer contributions for an employee will vest after one (1) year of contributions.

A-13 Employee Assistance Program

A-13.01 The Plan will offer an Employee Assistant Plan (EAP) for employees who qualify. The Plan itself should be checked for eligibility and details.

A-14 Health and Wellness Credit

A-14.01 The Employer will provide a Planet Fitness gym membership for all full time employees wishing to participate in the Health and Wellness Credit program. In the event the year cost surpasses one hundred (\$100) dollars per year the employee will be required to cover the cost of that difference.

APPENDIX B
WAGES

B-1 Classifications and Hourly Rates of Pay

Classification	Current	October 1 ,2109
Assistant Coordinator		
Start	\$20.49	\$21.86
1 year	\$21.42	\$22.85
2 years	\$22.19	\$23.67
3 years	\$22.96	\$24.49
4 years	\$23.64	\$25.22
Coordinator		
Start	\$25.04	\$26.71
1 year	\$26.17	\$27.91
2 years	\$27.26	\$29.08
3 years	\$28.44	\$30.34
4 years	\$29.19	\$31.14
Case Workers		
Start	\$20.49	\$21.86
1 year	\$21.42	\$22.85
2 years	\$22.19	\$23.67
3 years	\$22.96	\$24.49
4 years	\$23.64	\$25.22
Case Manager		
Start	\$25.04	\$26.71
1 year	\$26.17	\$27.91
2 years	\$27.26	\$29.08
3 years	\$28.44	\$30.34
4 years	\$29.19	\$31.14
Receptionist		
Start	\$12.76	\$13.61
1 year	\$15.00	\$16.00
2 years	\$15.95	\$17.01

Psychiatrist / Mental Health Nurse		
Start	\$34.52	\$36.82
1 year	\$35.67	\$38.05
2 years	\$36.89	\$39.35
3 years	\$37.59	\$40.10
4 years	\$39.18	\$41.79

B-1.01 No employee's rate of pay will be reduced as a result of the implementation of the above wage grid.

B-1.02 **Employees and Scale Placement**

At the discretion of the Employer, new or rehired employees may be paid a starting rate of pay which recognizes their previous directly related experience; however, all new employees hired after the date of Union ratification shall be hired at a rate within the pay scales and shall only receive the same level of vacation entitlement as outlined in Article 22. All wages and vacation arrangements in place for employees hired before Union certification shall remain in place and increase at the same rate and levels as for other employees in the bargaining unit for the duration of their employment with Life's Journey.

B-1.03 **Wage Adjustments**

If the funding available to be used for wages provided by Government in **any** fiscal year increases, the Employer shall pass on such increases to employees consistent with the funding increase adjusted for any additional deficits that this contract incurs. This will be the case whether the funding increase is for the entire year or simply a portion of it, and wage increases shall be effective upon the effective date of the increased funding. Should there be no increase provided by Government, wages will be maintained at their present levels. Should there be a decrease in funding, then the Employer will maintain wages at present levels. The Employer will promptly provide the Union with any information it receives from the Government regarding funding available for wages, and the parties will meet as required to work towards cooperative resolution of any issues arising from this Government information.

B-2 **Vehicles and Licenses**

If the Employer requires an employee to use a personal vehicle for tasks required by the Employer,

- (a) The Employer shall pay twenty-nine (\$29.00) dollars per year to any employee who transports clients as reimbursement for the cost of \$2 million third party liability insurance coverage.
- (b) The Employer agrees to reimburse employees for the cost of Class 4 driver's licenses where the Employer directs employees to obtain such licenses.
- (c) The Employer agrees to reimburse employees at the rate provided by the Province of Manitoba to the Civil Service but at no time less than forty-five (45¢) cents per kilometre. When employees proceed to a location to work that is not the office they shall be able to claim mileage as follows: Any mileage that exceeds the mileage to arrive at their normal place of work will be able to be claimed and any mileage that is less than the mileage to arrive at their normal place of work will not be claimed. For clarity, if the mileage from home to the office they normally work at is 10 km and the employee proceeds to pick up a client who is 20 km away they shall be able to claim 10 km in mileage. If the client is 5 km away there shall be no mileage claimed for the visit.
- (d) Employees are personally responsible for all tickets and fines of any sort incurred while operating a vehicle in the course of their employment. Employees may request ticket or fine reimbursement in the case of special circumstances. The Employer will give serious consideration to such a request.
- (e) **In the event an employee is involved in an accident that is not their fault the employer will make every reasonable effort to provide a Life's Journey vehicle for the employee to drive for work purposes during repair or replacement.**
- (f) **The Employer will be responsible for repair/replacing of any damage to a personal vehicle as a result of a client.**

Employees shall be allowed to plug their vehicles into the available electrical outlets at the workplace during the winter months at no cost to the employees.

B-3 Incremental Increases

Incremental increases are paid every twelve (12) calendar months for each full-time employee and every two thousand eighty (2080) hours for each part-time or casual employee, until said employee has reached the top rate of pay for their respective classification. When employees move from casual to part-time to full-time all hours worked and/or paid in their previous casual, part-time or full-time positions will be

credited for purposes of incremental increases. For the purposes of this first collective agreement, employees will be placed on the wage scale at date of ratification and no later than July 1, 2014 based on their length of service.

B-4 On Call/Phone Calls outside Regular Schedule

B-4.01 All employees (except receptionists and the Marketing Coordinator) will be required to be "on call" on a rotational basis **if their seniority does not permit otherwise**. Each employee will receive a minimum training/familiarization with a Back Up/On Call Deliverer) for the on-call processes before they are required to deliver this service in rotation.

By April 1st of each year the employer will request employees provide their on call preferences. Employees will be given until April 15th to provide their preferences to the employer. Employees may sign up for a maximum of six (6) on call shifts per calendar year in one (1) or two (2) week blocks. The employer will post a finalized on call schedule by April 30th. On call shifts will be awarded based on seniority. Any on call shifts not filled will be assign based on reverse order of seniority with employees whom have on call training unless a senior employee has indicated a willingness to exceed the six (6) shifts per year (but cannot exceed nine (9) per year). General Holidays not assigned based on seniority preference will also be assigned based on reverse order of seniority. Employees will not be assigned the same general holiday two (2) years in a row. If additional on call shifts become available and a senior employee wishes to take them they will be award at the discretion of the employer but shall not exceed the two (2) week block, this includes on call shifts an employee may be looking to give away to another employee.

B-4.02 An additional stipend of **one hundred (\$100.00)** dollars per week will be provided for being on call. If an employee is responsible for on call duties in a week where there is a statutory holiday the stipend will increase to one hundred **and twenty five (\$125.00)** dollars. On call responsibilities start at 4:30 pm on one (1) day and last until 8:30 am on the same day one (1) calendar week later. No additional compensation will be paid under B-4 where the employee starts work prior to 8:30 a.m. or finishes work after 4:30 p.m. Where the on call person is not employed in one of the residential programs coverage calls will be directed to staff in those programs who are already at work if "on call" time conflicts with performance of their duties in their own program (either before 8:30 a.m. or after 4:30 p.m.) while they are starting or completing their regular shift.

B-4.03 Time worked and submitted for on call coverage will be by separate timesheet/tracking sheet including time and details of all calls, recorded on a form provided by the Employer, and is intended to cover the real time of the calls and the time spent documenting the calls. As on call coverage tends to be based on issues that arise in the workplace and can be somewhat involved in a short period of time, it is common for calls to come in clusters and in succession. In these situations employees will submit

for the real time duration of the succession of calls and their reasonable time for documentation, and compensated at the appropriate rate but for no less than fifteen (15) minutes. Where there is a single call received without successive calls the employee will submit for the greater of the actual time of the call (and documentation) and fifteen (15) minutes, and will be compensated at the appropriate rate. Where the call comes in after midnight but before 7:00 am the rate for a single call will not be less than one hour's pay.

B-4.04 An employee may trade or give away scheduled on call responsibilities with/to other suitable employees who agree to take on the responsibilities provided there is advance Managerial approval. Where an employee wishes to give away an on-call rotation, they will notify the Manager coordinating the schedule, who will notify the appropriate pool of employees. The on-call assignment will be awarded to the most senior employee who submits their interest in the rotation after a twenty-four (24) hour deadline following the aforementioned notification. Management will take into account the workload of the proposed replacement employee (ie. if the employee is working too many on-calls) in addition to other operational requirements prior to approving the assignment change.

B-4.05 No employee on call shall be required to attend a residence unless this firstly is approved by the back up on call person, and secondly, reasonable safety provisions are made for the on call person.

B-4.06 During training an employee will have the opportunity to speak with the Residential Case Manager and Residential Assistant Coordinator, and to review the client care plan/support plan for the purpose of providing appropriate care. Program Managers will ensure that all care plans/support plans are up to date.

B-4.07 Every effort will be made to limit participants' access to the on call numbers. Should the Employer determine that participants are misusing the on call system, the number will be changed and the appropriate people will be notified of the new number.

B-4.08 The Employer is committed to ongoing follow up related to the nature of calls and frequency of calls to ensure that:

- a) the on call system is properly utilized for emergency and policy based issues;
- b) staff are not being overburdened by the on call system; and
- c) the cost for providing the on call system is reasonable.

The review of this program shall be a standing agenda item for the Joint Labour Management meetings. Accordingly, with these goals in mind the Employer will explore and implement changes on an ongoing basis as needed, including:

- d) different allocation of the work within the bargaining unit;
- e) assignment of some or all of the on call work to out-of-scope staff, or third party contractors.

APPENDIX C **HARASSMENT POLICY**

POLICY

At FASD Life's Journey Inc. we are committed to providing a safe and respectful work environment for all staff and consumers. No one, whether a manager, an employee, a contractor, or a member of the public, has to put up with harassment at FASD Life's Journey Inc. for any reason, at any time. Also, no one has the right to harass anyone at work or in any employment situation. This policy is one way to ensure our workplace is a comfortable place for all employees, suppliers and consumers.

HARASSMENT IS AGAINST THE LAW

The Workplace Safety and Health Regulation, M.R.217/2006, and **The Human Rights Code** require FASD Life's Journey Inc. to ensure our workplace is free from harassment. All employees have a right to live and work without being harassed. If you are harassed, you can do something about it. This policy outlines what to do if you are harassed at work, or if you, as a manager or employee, become aware of any harassment.

DEFINITIONS

- (a) "Harassment" means any objectionable conduct, comment or display directed at an employee, made on his basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin, and creates a risk to the health of the employee. Harassment is any behavior that degrades, demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (ex: touching, pushing), comments (ex: jokes, name calling) or displays (ex: posters, cartoons). Harassment also includes "bullying" which may involve severe, repeated conduct that adversely affects a worker's psychological or physical well-being if it could reasonably cause a worker to be humiliated or intimidated. A single occurrence, if it is shown to have a lasting, harmful effect on a worker could be constituted as "bullying".
- (b) Harassment can take place in the workplace or outside if it's in a situation connected to work, such as during delivery trips, off-site meetings, or business trips. Harassment will not be tolerated in any work place or at any work event.

- (c) “Sexual harassment” includes offensive or humiliating behaviors based on a person’s sex; behavior of a sexual nature that creates an intimidating, hostile or poisoned work environment; or behavior that could reasonably be thought to put sexual conditions on a person’s job or job opportunities. A few examples are: questions and discussions about a person’s sexual life; persisting in asking for a date after having been refused; or writing sexually suggestive letters or notes. Sexual harassment often occurs where there is unequal power between the people involved.
- (d) Harassment includes abuse of authority which means a person’s improper use of power and authority inherent in the position held to endanger another individual’s job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counseling, performance appraisal, staff relations and the implementation of disciplinary actions. Reasonable conduct of a manager or supervisor in respect of the management and direction of workers or the workplace is not harassment.

WHAT DOES NOT CONSTITUTE HARASSMENT

Consensual banter or romantic relationships where the people involved consent to what is happening, is not harassment. Appropriate performance reviews, counseling or discipline by a supervisor or manager, is not harassment.

EMPLOYEES’ RIGHTS AND RESPONSIBILITIES

- (a) Employees are entitled to work free of harassment at FASD Life’s Journey Inc.
- (b) Employees have the responsibility to treat each other with respect and to speak up, if they or others are being harassed. All employees have the responsibility to report harassment to the appropriate person at FASD Life’s Journey Inc.
- (c) Employees have the right to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal
- (d) Employees have the right to be represented and accompanied by a person of their choice during the interviews related to their complaint
- (e) Employees have the right to be kept informed throughout the process

- (f) Employees have the right to file a complaint with the Manitoba Human Rights Commission

EMPLOYERS' RESPONSIBILITIES

- (a) Management at FASD Life's Journey Inc. must ensure, as much as is reasonably practical, that no employee is subject to harassment in the workplace.
- (b) Management will take corrective action with anyone under their direction who subjects an employee to harassment.
- (c) Management will not disclose the blame of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:
- Necessary to investigate the complaint or take corrective action
 - Required by law
- (d) The harassment prevention policy at FASD Life's Journey Inc. is not intended to discourage or prevent complainants from exercising other legal rights under any other law.
- (e) FASD Life's Journey Inc. its managers and supervisors are responsible for creating a safe work environment, free of harassment. All management at FASD Life's Journey Inc. is responsible for stopping harassment. If you become aware of harassment in your work area, or elsewhere in the company, you must do everything you can to stop it, whether or not a complaint has been made. Courts may impose penalties on employers and managers, even if they aren't actually involved in or aware of the harassment but should have known about it. Managers who ignore harassment may face legal consequences, and will be disciplined by FASD Life's Journey Inc.

RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST

The person against whom a complaint has been lodged is entitled:

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a person of their choice during the interviews related to the complaint;

- (d) to receive fair treatment; and
- (e) to be kept informed throughout the process.

PROCEDURES APPLYING TO COMPLAINTS OF HARASSMENT

- (a) If you are being harassed, the first thing to do is tell the person harassing you to stop, if you feel comfortable doing that. You can do this in person or in writing.
- (b) If you feel unable to deal with him/ her directly, you can speak to your supervisor or Executive Director or designate or the Union.
- (c) There may be an informal way to address your complaint. You may have the supervisor help you speak to the harasser or you may also ask the supervisor to arrange for mediation – where a neutral third party helps the people involved reach a solution acceptable to each of them.
- (d) If the informal route does not succeed or is not appropriate, FASD Life's Journey Inc. supports its employees in filing a formal complaint. It will be investigated by an independent party (either within the organization or outside of it) trained to investigate such matters. The complaint will be investigated thoroughly and promptly.
- (e) Once the investigation is complete, the investigator will prepare a written report for the Executive Director. That person will then inform the person who filed the complaint and the harasser of any disciplinary action or remedies, which will be implemented as soon as possible.

CORRECTIVE ACTION FOR HARASSERS

Employees who harass another person will be subject to one or more of the following forms of corrective action depending on the outcome of the investigation, the nature and severity of the harassment, the record of the harasser, operational requirements, and any such other factors as may be relevant:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) separation of the harasser and harassee through transfer of the former. Upon their own request, the harassee may be transferred to effect the permanent separation;
- (d) employee assistance services for the harassee or the harasser or both;

- (e) awareness sessions, training or counselling for supervisors and/or other employees;
- (f) directed changes to relationship practices or styles in the workplace;
- (g) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- (h) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

If the investigation does not find evidence to support the complaint, there will be no documentation about it in the file of the alleged harasser. When the investigation reveals harassment occurred, the incident and the corrective action will be recorded in the harasser's personnel file.

CONFIDENTIALITY

FASD Life's Journey Inc. will not disclose a complainant's or alleged harasser's name or any circumstances about a complaint, to anyone, except where necessary to investigate the complaint; take disciplinary action; or where required by law. Managers involved in a complaint are reminded to keep all information confidential, except in the above circumstances.

RETALIATION

Anyone who retaliates in any way against a person who has complained of harassment, given evidence in a harassment investigation, or been found guilty of harassment, will be considered to have committed harassment and be penalized accordingly. The possible corrective actions are the same as those previously noted.

EDUCATION

FASD Life's Journey Inc. commits to continuing the education of all its employees and Management about this policy and harassment in general.

MONITORING

FASD Life's Journey Inc., in consultation with the Workplace Safety & Health Committee, will monitor this policy and make adjustments where necessary.

If you have any concerns with this policy, please bring them to the attention of the Executive Director.

APPENDIX D
Compressed Work Week

First Group starts their condensed work week:

2nd week of May – 2nd week of Sept (Ten (10) Fridays) Increase your work week in the 2nd week of February.

3rd week of May – 3rd week of Sept (Ten (10) Mondays) Increase your work week in the 3rd week of February.

Second Group starts their condensed work:

3rd week of May – 3rd week of Sept (Ten (10) Fridays) Increase your work week in the 3rd week of February.

4th week of May – 4th week of Sept (Ten (10) Mondays) Increase your work week in the 4th week of February.

1. Work thirty (30) minutes extra per day in addition to your eight (8) hour day. This can be thirty (30) minutes before your scheduled work day or at the end of it.
2. Choices for the compressed work week as outlined above will be assigned based on seniority of each program and department.
3. The coding in pay works will be entered as paid leave with a drop down called “LJ Fridays”.
4. Each Program and Department will coordinate which group will start taking every second Friday off effective May 17th /May 24th or Mondays, May 20th/May 27th. Staff is reminded to always have coverage so no two staff that shares similar roles or titles can be off during the same Friday or Monday. For example: if you have 4 employees in one program of department it should be split two (2) one Friday and two (2) the other Friday. There will always need to be a well-balanced split between Programs/departments.
5. Productivity should not decrease due to the condensed work week.
6. The Agency may temporarily suspend the condensed work week if absolutely necessary due to operational requirements.
7. When you take a scheduled leave (vacation, sick) during the increased hours of your work week, you will be required to add that to your vacation time used or your sick time used. It will not be calculated at the standard hours. Sick time and vacation time will be used at the rate of the compressed work week.

8. Increased work week will terminate at the end of your last Friday or Monday off.
9. If employees would like to switch weeks with a colleague they are welcome to do so as long as the direct program/department is not impacted by the switch and there is reasonable coverage.
10. Employees may choose to opt out of the compressed work week.
11. Upon termination any employee will be paid out any accumulated time not used.
12. When a general holiday falls on a Monday the employee will take the next Tuesday off.
13. For Tuesday to Saturday employees, they will receive the Tuesday.
14. The 2nd, 3rd and 4th weeks will begin on the Monday of that week.

LETTER OF AGREEMENT #3

BETWEEN:

LIFE'S JOURNEY INC. in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: ESSENTIAL SERVICES/CONTINUITY OF SERVICE AGREEMENT

Purpose

The purpose of this document is to set out a framework for the voluntarily negotiation of 'Essential Services/Continuity of Services Agreement'.

Preamble

It is recognized that the definition of "Essential Services" is set out in the current "Essential Services Act" of Manitoba (the Act) - and - that such definition will continue to apply - unless and until such definition is changed by the Province. The 'continuity of services agreement' recognizes that while Essential Services will guide the following agreement that a lack of continuity of services will put life and limb of staff and participants at significant and immediate risks and will affect the voluntary nature of placement and access to services. Should ethical considerations related to participant care and services cause discharge of participants or redirection to other services this is understood to be a risk of 'work stoppage'. The rights of participants and substitute decision makers and the 'Agency' as a credible ethical service provider must be considered as a significant reality. It is recognized that the service delivery of the agency is significantly more than basic care but that programming areas and access to programming areas is preventative in nature and has a direct correlation to both the overall safety of both participants and staff.

General

The Parties agree to meet within twenty-four (24) hours of the commencement of a strike or lockout and on a regular recurring basis thereafter with a view to resolving the dispute and finalizing a new Collective Agreement.

Wages or applicable remuneration for work performed pursuant to a 'Continuity of Service Agreement', during a strike, shall be payable in accordance with the last Collective Agreement in effect.

Applying the definition referenced within the Preamble - for the purposes of this process - the Parties agree, that during a work stoppage, the full range of services and care normally provided (in non-work stoppage circumstances) will not continue, and only those services and care, which if not provided would endanger life or limb, will continue. To that end, and to the extent reasonably possible, the Employer will take all necessary steps to ensure that activities requiring the provision of essential services/continuity of service be curtailed to as great a degree as possible.

All such essential services to be carried out during a work stoppage, will be determined on the basis of "Essential Work Functions" (or "essential functions") and not on the basis of designating individual employees or classifications.

Essential Services Agreements/Continuity of Service Agreements will provide that, during a work stoppage, qualified staff from the bargaining unit will report to work in order to ensure that essential work functions are maintained.

Employer assignment of employees will occur in Outreach and Residential Programs - where continuity of care is required and related to articles in the CBA.

Consistent with the Union's assurance of performing such essential services during a work stoppage, and conditional thereon, the Employer shall not:

- Allow bargaining unit employees to work unless designated essential; and

The Employer shall continue to:

- Utilize non-employees and out of scope of this contract to perform work that they already do and at the judgement of the agency at increased levels to provide occasional preventative supports in order to maintain continuity of safety and security to participants and employees and appropriate interventions that may come up from time to time.
- In order for Essential Services in a strike situation to be determined on a "work function" basis, designation by the Employer may take place only on an episodic and emergency basis during the course of a work stoppage.

This will allow Employers to address circumstances unforeseen at the time of the formulation of the Essential Services Agreement/Continuity of Service Agreement, which may require the provision of additional essential services only on an episodic and emergency basis.

Any dispute arising from application of these conditions will be referred to a Dispute Panel (to be determined).

If a dispute arises during the application and implementation of an Essential Services Agreement/Continuity of Services', any and all disputes will be referred to the same Panel provided for to be heard within twenty-four (24) hours of referral and a decision rendered as quickly as possible, but in no event longer than forty-eight (48) hours from date of referral.

UFCW LOCAL 832 and LJI – Direct Services Worker Essential Work/Continuity of Service Functions

UFCW Local 832
(do hereby agree):

In accordance with the “Essential Services Agreements/Continuity of Services Agreement” document, Life’s Journey has developed the attached list of essential functions to be performed in the event of a work stoppage of, or within, specific to this particular group.

Within the above referenced agreement client populations are not classified by level of Risk as all participants provided services by Life’s Journey rely on the agency for basic needs, rehabilitative processes that affect risk and basic needs maintenance and programming that impacts beyond quality of life and significantly reduces the risk to life and limb. For the purposes of this agreement, it is understood that clients served within LJI Services fall into a higher risk categorization.

High Risk Definition:

An individual requiring:

1. treatment, rehabilitation or support services, and
2. extended supervision and/or care, and
3. where support systems, e.g. relatives, friends, etc. are unavailable, or if available are not able to provide critical support.

The hours that are deemed essential to serve this population are identified in more detail in preparation for a work stoppage no later than 168 hours prior to the deadline, in schedules for each home or service team. It is acknowledged that the hours represented

in these schedules may change due to client admission/discharges (serving different population), increases or decreases in client hours, and current health or behavioral presentation of client in any one house or service team. In worksites that serve school age clients, additional hours will be essential during school breaks to supervise clients during the day. Client to Staff ratios contained within this schedule assume that all employees working in any specific worksites are qualified (have specific training required, fit gender specific requirements, etc.)

During the hours identified, the Essential Job Functions/continuity of care outlined and defined below would be provided:

Supportive Care to Clients:

Nutrition:

- Breakfast will be provided consisting of hot or cold cereal, a fruit, and a beverage of juice, milk or water, along with any required supplements.
- Lunch will be provided consisting of a sandwich, a beverage of juice, milk or water, and a fruit along with any required supplements.
- Supper will be provided consisting of a hot meal with meat (or a vegetarian alternative), potato, vegetable, and a beverage of juice, milk or water, along with any required supplements.
- Tube feeding supplements will be provided as prescribed.
- Diabetic clients will be provided with all required meals as per the prescribed diet plan.
- With the exception of sites where this would pose a safety risk, only disposable plates, cutlery and glasses will be used.
- Pots will be used for the hot meal and will be washed.

Psycho-social:

- Only behavioral programs prescribed and deemed essential by the Agency will be followed.
- Client safety plans and crisis management plans will be adhered to.
- Clients' verbal concerns or requests regarding the current labour situation or disruption of services will be positively re-directed to the Program Manager.
- Social activities support will be provided where it is identified as preventative.
- Transportation to programming, probation appointment, cultural activities, clinical and medical appointments will be provided.

Essential household maintenance:

- Employees will ensure infection control of the household.
- Employees will sweep or mop the floor if there is a safety hazard or hygiene issue.
- Employees will clean the bathroom if there is a safety or hygiene issue.
- Employees will remove garbage.
- Employees will not provide cleaning of any rooms, hallways, stairwells, office or laundry facilities unless a safety or hygiene concern is present.

Direct Support (supervision):

- All required supervision levels will be adhered to.

Essential laundry:

- Employees will only provide laundry due to incontinence and health related issues in soiled clothing and bedding.

Financial management:

- Employees will not handle clients' funds during the labour dispute, unless there is an emergency situation that requires this. In the event all necessary records will be maintained.

Shopping for essentials:

- Employees will not perform shopping duties unless an emergency situation occurs. The emergency would have to deal with a safety or immediate basic hygiene issue of a client.

Monitoring physical-mental status:

- Any significant change in a client's physical or mental status will be recorded in an incident report and brought to the attention of the Program Coordinator or Program Manager.

Special Assistance:

- Medication assistance – all prescribed medication and treatments will be administered as per the medication administration record for each client.
- Diabetes management – all protocols and required treatment will be administered as per physician's orders.
- Wound care – basic first aid will be provided.
- Bowel routine – provided under medication assistance.
- Eye drops – provided under medication assistance.

Personal Care:

- Dressing – employees will provide all necessary assistance to ensure that clients who are leaving the residence to attend work or school get dressed each day and that they also change out of those clothes each night into pajamas when they are preparing for bed. Clients who do not require to leave the residence for work or school will not be assisted to get dressed if applicable.
- Transferring and mobility assistance – e.g. employees will provide transferring for toileting and safe meal time positioning if applicable.
- Toileting/elimination and catheter care – employees will provide all necessary assistance to clients who require assistance with toileting if applicable.
- Bathing – employees will provide all necessary assistance to ensure that clients with incontinence issues or who are experiencing illness that effects their personal hygiene bathe as needed if applicable.

LETTER OF AGREEMENT #4

BETWEEN:

LIFE'S JOURNEY INC. in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: TRAINING AND DEVELOPMENT

The Employer is committed to the professional development of employees in all job categories and specifically the Assistant Coordinator and Case Worker employees. The Employer will demonstrate this with the development of two tools to assist in formal feedback.

Employees who have a goal of promotion to supervisory positions the employee will be required to identify that goal to the employer in a timely manner which will prompt an assessment of both qualifications and development requirements to meet that goal. This assessment will become formal document that will be filed in the employees personnel file and reviewed at regular frequency. The employee will be provided a clear direction for professional development that will support employees towards their goal. If education is identified as a requirement and exceeds 'Professional development' that the employer may offer in terms of training and mentorship, those expenses will be borne by the employee.

In addition, the Employer is developing a HR tool that will be utilized to expand on the details and context of job requirements indicated in the job descriptions as well identifying advanced skill development that will support future promotion. This tool will be implemented for all employees. The tool will identify primary/priority responsibilities, developmental steps, and clearer steps for working to more autonomy in job activities. The employer will provide documented feedback in the course of an employee's development. The employee will be required to cooperate with development feedback provided. Achievement of competency will clearly indicate consideration to future promotion.

This program will be implemented fully within six months of ratification.

EXHIBIT ONE MEMBERSHIP APPLICATION


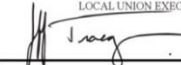
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that **maintaining** good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **Life's Journey, Inc.** contain the following statements:

"All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff."

"The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles *"Union Shop"* and *"Deduction of Union Dues"* of the Collective Agreement.

Please complete a Membership Application immediately (sample below) and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G OV5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
COMPANY NAME	TELEPHONE NO./LOCATION			DEPARTMENT/NO.	
CLASSIFICATION	EMPLOYER'S ADDRESS			FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
I hereby declare that the information provided in this application for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and I shall not be eligible for membership in any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has privacy and protection of personal information policies and procedures to safeguard personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

