

**WINNSERV INC.**

FROM: April 1, 2019  
TO: March 31, 2022

# 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 stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# WINNSERV INC.

## Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	6.06	6
Additional Duties	21.04	21
Adverse Weather Policy	14.05	17
Appendices	29	37
Arbitration Procedure	26	34
Asleep at Night Shift	Appendix B-2.01	43
Available Hours of Work	11.10	11
Banking of General Holidays	20.05	20
Bargaining Unit Information	6.05	6
Bereavement Leave	24.01	25
Bulletin Boards	6.09	7
Bumping Protocol	Appendix C	45
Casual Employee, Definition of	2.03	2
Change Work Locations	11.15	13
Child Bearing Support Leave	24.05	26
Classifications and Hourly Rates of Pay	Appendix B-1	42
Compassionate Care leave	24.10	27
Critical Illness of a Child Leave	24.13	30
Deduction of Union Dues	8	8
Deemed Fairness Provision	4	5
Definitions	2	2
Disappearance or Death of a Child Leave	24.14	31
Discipline	28	36
Domestic Violence Leave	24.12	29
Education Premium	Appendix B-1.03	43
Employee Assessments	6.07	6
Employees Currently Working Consecutive Shifts	Ltr. #3	53
Exhibit One	Form	56
Expiration and Renewal	31	37
Family Responsibility Leave	24.06	26
Family Services Investigation	28.02	36
Full-time Employee, Definition of	2.01	2
General Holiday Pay Average Calculation	Ltr. #1	49
General Holiday Pay Calculation	20.02	20
General Holidays	20	19
General Leave without Pay	24.02	26
Government Funding Model	Ltr. #4	55

Government Wage Enhancement Fund	Ltr. #2	51
Grievance Procedure	25	33
Health and Welfare Benefits	Appendix A	38
Health and Welfare Plan	Appendix A-3	39
Hours of Work	14	16
Increment Placement	Appendix B-1.01	42
Job Postings	12	14
Joint Advisory Committee	5	5
Laid Off Employees Preference	11.14	13
Layoff, Definition of	2.05	4
Leave of Absence "Full-time Union Duties"	24.08	27
Leaves of Absence	24	25
Long Term Residential Care Workers Premium	Appendix B-1.04	43
Management Rights	3	4
Masculine or Feminine Gender, Definition of	2.06	4
Maternity Leave/Parental Leave	24.03	26
Meal and Rest Periods	17	18
Medical Examinations	23.04	24
Minimum Training/Orientation	13.03	16
Nature of the Bargaining Unit	1	1
Negotiations Leave	24.09	27
New Classification	21.02	21
Night Shift	Appendix B-2	43
No Violence or Abuse	23.05	24
Notice (Change of Employment Status Full-time to Part-time)	11.08	11
Notice of Layoff	11.07	11
Notice of Termination/Severance Pay/Job Loss Assistance	30	37
Organ Donation Leave	24.15	32
Outside Bargaining Unit Seniority Retention	11.02	9
Overscale Employees	Appendix B-1.02	43
Overtime When Paid	19.03	19
Overtime	19	19
Part-time Employee, Definition of	2.02	2
Pay for Time Worked on General Holiday	20.04	20
Payment for Meeting Attendance	18	19
Posting of Vacant Positions	12.01	14
Posting of Work Schedules	15	17
Previous Experience	21.03	21
Probationary Period	10	9
Recognition of Stewards	6.02	6
Reporting Pay/Call-In Pay	14.03	17
Restructuring Protocol	Appendix D	47
Return to Former Position	12.03	14
RRSP Payroll Deductions	Appendix A-4.01	41
Safety and Health Committee	23.01	24
Safety and Health	23	24

Selection Process for Vacant Position	12.02	14
Seniority / Layoff and Recall / Filling Vacant Shifts	11	9
Seniority Layoff – Recall	11.06	11
Sick Leave	Appendix A-2	38
Spouse, Definition of	2.08	4
Statute Revisions	27	35
Strikes and Lockouts	9	9
Supported Individual, Definition of	2.07	4
Term Employee, Definition of	2.04	3
Time Sheets	16	18
Training	13	15
Union Functions – Leave of Absence	24.07	27
Union Representative’s Visits	6.08	6
Union Rights and Activities	6	6
Union Shop	7	8
Utilization of Part-time	11.09	11
Vacation Entitlement	22.01	21
Vacation/General Holiday	22.09	23
Vacations	22	21
Vehicle Allowance	Appendix B-3	44
Wages, Referral	21	21
Weekend Premium	Appendix B-1.05	43

**EXP. DATE: MARCH 31, 2022**

**AGREEMENT BETWEEN:**

**WINNSERV 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,**

**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 and exclusive bargaining agency for all employees of Winnserv Inc. in the Province of Manitoba, excluding office staff, office manager, accountant, Program and Residential coordinators, residential supervisors, those above the rank of residential supervisors, and those excluded by the *Manitoba Labour Relations Act*, pursuant to Certificate No. MLB-6748.

For the sake of clarity, "office staff" includes, but is not limited to Office Administrator, **Accountant**, Payroll Clerk, Human Resources Coordinator and Staff Development Facilitator.

1.02 Persons excluded from the bargaining unit shall not work hours or shifts normally worked by members of the bargaining unit unless no bargaining unit member is available, willing or qualified to perform the normal functions required on the work hours or shifts. This clause will not prevent the direction, instruction or training of bargaining unit members, assistance of volunteers not displacing bargaining unit members or emergency aid when the safety of a supported individual or Employee is affected.

1.03 Outside agencies shall only be utilized to do bargaining unit work when bargaining unit Employees are not available or not qualified to perform the work required.

1.04 The Employer shall e-mail the Union a list in Excel format containing the current names, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, in January and June of each year.

## **ARTICLE 2**      **DEFINITIONS**

### 2.01      **Full-time Employee**

"Full-Time Employee" means an Employee who is normally scheduled to work at least sixty (60) hours of work bi-weekly.

### 2.02      **Part-time Employee**

"Part-Time Employee" means an Employee who is normally scheduled to work fewer than sixty (60) hours of work bi-weekly.

### 2.03      **Casual Employee**

"Casual Employee" means an Employee who is not normally scheduled to work but who may be called in to work to provide coverage as required. Once a casual employee has accepted a call for work s/he must report for that shift.

The terms of this Agreement shall not apply to casual employees, except as follows:

- (a) Casual employees who do not work **a minimum of three (3) shifts** within a three (3) consecutive calendar month period will be removed from the casual employee seniority list unless said employee did not work any hours as a result of an approved leave of absence;

- (b) General holiday pay shall be in accordance with articles 20.02 and 20.03;
- (c) Casual employees will receive 4% vacation pay on each bi-weekly paycheque;
- (d) Casual employees shall be paid not less than the start rate of the position to which they are assigned;
- (e) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one half times (1.5x) the rate set out in (d) above;
- (f) Casual employees shall be entitled to overtime pay at the rate of one and one-half times (1.5 x) the rate set out in (d) above for hours worked in excess of eighty (80) hours in a bi-weekly pay period;
- (g) Casual employees shall be subject to dues deduction as reasonably required by the Union in a non-discriminatory manner;
- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period;
- (i) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours' pay at the basic rate;
- (j) Casual employees shall have access to the grievance and arbitration articles herein only for an alleged breach of this Article; and
- (k) When a casual employee accepts a part-time or full-time position, the hours the employee worked in the year prior to accepting the position shall be counted in establishing the employee's wage **and vacation entitlement** rate.

## 2.04

### **Term Employee**

"Term Employee" means a new person employed without seniority for a specific time period for the purposes of:

- a) completing of a particular project in compliance with funding provided for that position;



- b) filling the position of an Employee on an approved leave of absence, sick or disabled; or
- c) summer relief.

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 his or her seniority.

2.05                    **Layoff**

A layoff is the removal of an employee from employment due to a shortage of work, a shortage of funds or due to reorganization.

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                    **Supported Individual**

When the words "supported individual" are used in relation to the workplace, they shall mean those individuals with an intellectual disability receiving support services-

2.08                    **Spouse**

When the word "spouse" is used it shall mean a person of the same or opposite sex whom the Employee is married to or who has lived in a conjugal relationship with the Employee for at least twelve (12) months.

**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, control and direct 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 of three (3) employee representative from residences and one (1) from the Community Support program and up to an equal number of employer representatives who shall meet at least once every six (6) months to discuss working conditions, quality of service, safety and health, workplace stress, violence and abuse prevention, and other matters to promote an ongoing harmonious relationship between the Employer and its employees. The Joint Advisory Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings. All time spent attending Joint Advisory Committee meetings by employees shall be considered time worked but time spent at "pre-meetings" will not be considered time worked.

## **ARTICLE 6**            **UNION RIGHTS AND ACTIVITIES**

6.01                    The Union shall notify the Employer annually, in writing, of the names of its Shop Stewards and committee persons and of any changes as they occur.

### 6.02                    **Recognition of Stewards**

                          The Employer agrees to recognize up to a maximum of four (4) Shop Stewards as selected or appointed by the Union.

6.03                    Shop Stewards may investigate grievances during their working hours providing their regular work is completed during that shift and providing prior authorization has been obtained from the Employer. The Shop Steward shall not suffer a loss of pay for such time that has been authorized.

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

### 6.05                    **Bargaining Unit Information**

                          The Employer shall provide the Union with current job descriptions within sixty (60) days of the signing of this Agreement 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 **his/her** personnel file.

### 6.07                    **Employee Assessments**

                          Where the Employer completes an Employee's annual performance evaluation, the Employee shall be entitled to receive a copy within ten (10) calendar days of the assessment being written. The Employee shall sign the assessment indicating only that s/he acknowledges receipt of same. The Employee may respond in writing to the assessment within ten (10) calendar days and such response shall become part of his/her record.

### 6.08                    **Union Representative's Visits**

- a)                    Upon prior notification to the Executive Director or designate, the authorized Union Representative of the Union shall be entitled to

visit all work areas of the Employer's Operation where employees work, with minimum disruption to the supported individuals or the employees, for the purpose of communicating with employees in the workplace and to ensure that the terms of the Collective Agreement are being implemented.

- b) The Full-time Union Representative shall communicate with employees during their meal and/or rest periods, whenever possible. However, if such communication 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.
- c) Discussions between the Full-time Union Representative and an employee shall be held in private so as to not distract other employees or supported individuals. Any such meeting shall take place in a location within the workplace designated by the Employer that is acceptable to the Union.
- (d) The addresses of the Employer's work locations are confidential and proprietary to the Employer. The Union agrees that it will not, at any time, disclose the location of the Employer's operations, or any other aspect of the Employer's business, other than for the sole purpose of collective bargaining, administration of the collective agreement, or 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.

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 the new employee to familiarize them with UFCW Local 832, the Collective Agreement and other relevant Union related matters. The Union Representative and the Shop Steward will be advised in advance of the date, time and location of the General Orientation. The Employer will ensure that reasonable notice is provided. If the Employee General Orientation does not take place within the new employee's first four (4) weeks of employment, the Employer agrees to provide the Union Representative or a Shop Steward up to fifteen (15) minutes to meet with the employee no later than such new employee's fifth week of employment.

## **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) 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 e-mail the Union, once a month, with a list in Excel format 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. The Union shall give the Employer four (4) weeks prior notice of any change in the amount of dues to be deducted.**

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 28<sup>th</sup>.

**ARTICLE 9 STRIKES AND LOCKOUTS**

9.01 The Union and all its representatives agree that there shall be no strikes, picketing, sit down, slow down, or any suspension 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 A new Employee must serve a probationary period of four hundred and eighty (480) completed hours of work. A new Employee shall upon completion of his/her probationary period have his/her seniority back dated to his/her latest date of hire.

The Employer reserves the right to extend a new Employee's probationary period for good and just reasons. Such an extension, and the reasons why, shall be made known to the affected Employee prior to the expiry of the original probationary period. The Employer shall advise the Union of any Employee's probationary period being extended.

10.02 During the probationary period, the employee may be dismissed without just cause and shall not have recourse to any grievance or arbitration procedure in this agreement with regard to the termination of his/her employment except that the employee may grieve a termination on the ground that such termination was discriminatory.

**ARTICLE 11 SENIORITY / LAYOFF AND RECALL / FILLING VACANT SHIFTS**

- 11.01 a) 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 his/her probationary period.
- b) Full-time employees shall have seniority over part-time and casual employees. Part-time employees shall only have seniority over casual employees.

11.02 **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 six (6) calendar months. Said Employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6)

month period if they so choose, upon providing the Employer with at least two (2) calendar weeks' notice, in writing. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had upon completion of the six (6) month period 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 six (6) 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 six (6) month limitation, until the completion of the term or temporary position.

11.03                    **In January and July of every calendar year, the Employer shall post the full seniority list showing the name, classification seniority date 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, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).**

11.04                    Seniority (not benefits) shall continue to accrue during any period of paid leave of absence or authorized unpaid leave.

11.05                    An Employee shall lose his/her seniority and his/her 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;
- (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, whichever occurs first, unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate **which is provided to the Employer prior to the Return to Work date;**
- (d) if the Employee is absent from work without an explanation acceptable to the Employer for a period of two (2) or more consecutive working days;

- (e) if 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 **which is provided to the Employer prior to the Return to Work date; or**
- (f) the Employee has had long term disability or Workers Compensation benefits discontinued, and all appeals exhausted, and is unable to work.

11.06                    **Seniority Layoff - Recall**

Where the qualifications, experience and ability of employees are relatively equal, and where the candidate has satisfactory compatibility with the supported individual, to be assessed by the Employer within fourteen (14) days of work in the position, seniority shall be the governing factor in matters of layoff and recall.

11.07                    **Notice of Layoff**

The Employer shall notify an Employee who is to be laid off at least fourteen (14) calendar days prior to the effective date of the layoff or provide payment for his/her scheduled days of work during the fourteen (14) day notice period, with a copy being sent to the Union.

11.08                    **Notice (Change of Employment Status Full-time to Part-time)**

The Employer agrees to give fourteen (14) calendar days' notice prior to permanently changing an employee's status from full-time to part-time.

11.09                    **Utilization of Part-time**

The Employer shall not utilize part-time employees to displace full-time employees or to prevent the hiring of full-time positions.

11.10                    **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 month's notice. The Employer will not schedule an Employee outside of his/her stated availability, unless otherwise agreed.



11.11 Vacant shifts shall be offered to employees in a manner that minimizes overtime costs for the Employer. Priority shall be as follows:

- (a) Employees within the home where the work is to be done, who will not attract overtime by virtue of working the shift will be offered the shift first.
- (b) If the shift cannot be filled through (a), then employees for homes other than the home where the work is to be done, who will not attract overtime by virtue of working the shift, will be offered the shift.
- (c) If the shift cannot be filled through (a) or (b), then casual employees may be used to fill the shift, where the casual employee will not attract overtime by virtue of working the shift.
- (d) If the shift cannot be filled through (a), (b) or (c), the shift will be offered to the employee who will attract the least amount of overtime by virtue of working the shift, regardless of the home in which the employee works. If two or more employees will attract the same amount of overtime, the shift will be offered first to employees working within the home where the shift is to be worked, and, if this does not resolve the matter, by seniority.
- (e) Employees who have indicated that they are not available for work at the time of the shift to be filled, or who do not have a specific qualification required for the shift or who are not oriented to the home where the work is to be done, shall not be called by the Employer.
- (f) Shifts may be filled as a block when it is in the best interests of the individual being supported to do so.
- (g) The Employer may skip to (f) as outlined above for temporary vacancies longer than two (2) weeks.**

11.12 Where the vacant shift or overtime to be filled:

- (a) is on a weekday (other than a holiday), and is to commence within the next 24 hours; or
- (b) is on a weekend or holiday, and is to commence within the next **72** hours,

The Employer will award the shift or overtime to the first employee with whom it connects and who accepts the shift. For example, the Employer will **send a mass email, voicemail or text to employees** in the order required by 11.11, but where an employee does not respond to the **email, voicemail or text**, or is unable to commit right away and asks to get back to the Employer, or for any other reason cannot be confirmed right away for the work, the Employer may leave an **email, voicemail or text** or leave the information with the employee, and **email, voicemail or text** the next employee on the list. The Employee who accepts the shift first will be awarded the work.

11.13 Generally, increases in available shifts in any residence will be offered by seniority within each residence **without incurring overtime**. The exception to this is the temporary or permanent closing of a residence or if the relocation of a supported individual to another existing residence decreases shifts available in one residence and increases them in the other, the affected Employees in the residence with the decreased shifts will be offered the newly available shifts at the other location before those shifts are offered to any junior Employees in that location. In the case of temporary closure or partial closure of a residence, affected Employees may, at their discretion, and where the Employer does not provide alternate work of a similar schedule, choose to take vacation or take the time off without pay.

11.14 **Laid Off Employees Preference**

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

11.15 **Change Work Locations.**

While employee preferences as to work locations are relevant, they are outweighed by the best interests of supported individuals and other operational requirements. An employee may therefore be required to change work locations or assignment to a different supported individual, for bona fide reasons, such as in the event of a closure of a residence, a reduction in staff, conflict with a supported individual or conflict between staff members, or if it is otherwise reasonably determined by the Employer to be in the best interests of the supported individual.

Whenever a change in location is being contemplated for any of the above-noted reasons, the Employee or Employees affected may request that a meeting take place with the Union representative for full disclosure and discussion of the issues. Following such meeting, if the Employer elects to proceed with a change in work location for an Employee or Employees, the Union Representative will be advised in writing.

## **ARTICLE 12      JOB POSTINGS**

### **12.01                      Posting of Vacant Positions**

The Employer shall post notices of vacant positions within the bargaining unit on the bulletin board in work locations for a period of seven (7) calendar days as well as send a copy of such notice to the Union via e-mail. The notice shall identify the typical duties required, the qualifications and abilities necessary, the classification, wage rate, regular scheduled days of work, normal starting and quitting times and the closing date for submitting applications to the Employer. The Employer may advertise externally to fill the vacancy during the posting period but external applicants will only be considered where the position is not filled internally.

The position will be awarded within ten (10) working days after the posting has been removed and the name of the successful applicant will be posted. The successful applicant will start in his/her position within four (4) weeks from the date the position was awarded. The union representative will be sent copies of each posting within forty-eight (48) hours of when it is posted and the results of each posting within forty-eight (48) hours of when it is awarded.

### **12.02                      Selection Process for Vacant Position**

In filling job vacancies and new positions, where the qualifications, fitness, experience and ability of employees are relatively equal, and where the Employee has satisfactory compatibility with the supported individual, to be assessed by the Employer within ten (10) shifts of work in the position, seniority shall be the governing factor. As per the above requirements, the Employee will meet with the supported individuals **with respect of whom** the vacancy exists prior to being declared the successful applicant. If the supported individuals determine that the Employee is acceptable, the position will be awarded to that Employee.

### **12.03                      Return to Former Position**

If within ten (10) shifts worked from the date the Employee commenced work in his/her new position, s/he proves to be unsatisfactory or if s/he requests to return to his/her former position, the Employee shall be returned to his/her former position, or an equivalent position should the position no longer exist, and his/her former rate of pay without loss of seniority. Any other Employee affected may also be returned to his/her former position and former rate of pay without loss of seniority and without any notice. If requested by either party, the Union and the Employer may mutually agree to extend the familiarization period by five (5) days.

12.04                      Term positions of sixty (60) calendar days or more 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 term in nature. When the term is over, and has been filled by an existing Employee, the Employee shall return to his/her former position. Where the term must be extended (for example due to a sick leave being extended), there is no obligation on the Employer to post for a renewal of the term position. If subsequent term vacancies are not posted, they will be filled in accordance with Article 11.11.

12.05 In the event the Employer wishes to make changes to the qualifications required for any classification in the bargaining unit 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) 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 as it relates to the operations or needs of the Employer and/or supported individual(s). Employees agree to participate with best efforts in workshops or training opportunities provided by the Employer.

### 13.02                      **Training**

With the exception of First Aid 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 conference, seminar, or workshop. Such time shall be paid at straight time rates. In addition, if the conference is outside of the City of Winnipeg, the Employer agrees to pay for authorized transportation (mileage) and accommodation. If the conference registration fees do not cover meals, reasonable meal expenses with receipts will be reimbursed up to **nine (\$9.00)** for breakfast, **fourteen (\$14.00)** for lunch and **eighteen (\$18.00)** for supper.

If the government legislates or regulates mandatory changes to the training requirements for Winnserv Inc. employees, employees requiring certain certifications or academic standings will receive such training and the employer agrees to pay for all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to attain such required academic standing or certifications.

13.03                    **Minimum Training/Orientation**

Each new employee will receive a minimum training/ familiarization as follows:

- (a) a minimum of twelve (12) hours at the primary residence the Employee has been hired for;
- (b) a minimum of four (4) hours of the twelve (12) hours of training for those working overnight shifts will be focused on morning routine. For Employees working awake at night hours, the four (4) hours will be delivered over two (2) regular shifts; and
- (c) a minimum of one (1) shift at each location in the **Supported Independent Living Service** at which the Employee works or may be required to work.

If an Employee has expressed his/her desire, in writing, to occasionally work at other locations, or if an Employee has not taken a shift in over one (1) year at a location s/he has previously been trained for, s/he may receive training/familiarization at those locations by mutual agreement between the Employee and the Employer. If there is no mutual agreement the Employee may refuse the shift without penalty.

During training/familiarization an employee will not be solely responsible for any supported individuals, and shall be on duty primarily for training purposes.

**ARTICLE 14            HOURS OF WORK**

14.01                    The regular hours of work shall not exceed twelve (12) hours per day or eighty (80) hours per bi-weekly pay period.

14.02                    It is understood that the regular bi-weekly hours of work do not apply where an employee acts as a companion to a supported individual who goes on vacation outside of the Employer's premises. The Employee shall be compensated for twelve (12) hours of work, calculated at the Employee's regular rate of pay, plus four (4) hours of work, calculated at 1.5 times the Employee's regular rate of pay, and **forty (\$40.00)** for each full day that the Employee accompanies a supported individual during vacation. In addition, an alternate day off without pay shall be granted to the Employee, at a mutually agreeable time, for each full day of companionship to the supported individual's vacation, if so requested by the Employee. It is expressly agreed between the parties that the overtime provisions of this Agreement do not apply to this Article.

14.03                    **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. This does not apply to Community Support Workers that are scheduled for less than three (3) hours for a shift nor does it apply to team meetings.

14.04                    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 and shall be able to leave when the emergency is over. 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.

14.05                    **Adverse Weather Policy**

If an employee decides not to travel to work due to Environment Canada advising of closed highways or travel not recommended they will not be paid. Should this occur, the Employer will make reasonable efforts to reschedule missed shifts without incurring overtime.

14.06                    In any bi-weekly pay period full-time employees will be scheduled two (2) consecutive days off except where otherwise mutually agreed between the Employer and the employee concerned.

14.07                    The Employer agrees not to schedule split shifts, however, should an employee indicate that they wish to pick up extra hours they will be allowed, in accordance with their seniority, to work up to two (2) – three (3) to four (4) hour shifts in a twenty-four hour period.

14.08                    Subject to B-2.01, the Employer will give eight (8) hours off between scheduled shifts of eight (8) hours or longer unless mutually agreed between the Employer and the employee.

**ARTICLE 15            POSTING OF WORK SCHEDULES**

15.01                    The Employer agrees to have a monthly work schedule posted for all full-time and part-time employees no later than the fifteenth (15th) day of the current month for the subsequent month. If this does not occur the current schedule will remain in place for the next month.

15.02                    No employee who is ill, on vacation or on an authorized leave of absence will be required to find a replacement suitable to the Employer for his/her scheduled shifts during such period.

15.03 An employee scheduled to work may, with the approval of the Employer, exchange shifts with another employee providing there is no additional cost to the Employer.

15.04 An Employee who is ill must contact the Program Coordinator, or other person designated by the Employer, at the office during office hours, or after hours on the emergency **on-call number** as soon as possible prior to the commencement of his/her scheduled shift.

15.05 If the hours of a permanent position need to be increased or decreased due to the new requirements of Supported Individuals in a residence for more than five (5) months or due to restructuring, the process outlined in Appendix "E" will be implemented.

## **ARTICLE 16 TIME SHEETS**

16.01 The Employer shall provide time sheets to enable Employees to record their required and authorized hours worked for payroll purposes.

16.02 Time 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 in conjunction with a grievance.

## **ARTICLE 17 MEAL AND REST PERIODS**

17.01 Meal and rest periods are paid time if an employee works in a residence as meals are normally taken with supported individuals. Employees working as Community Support Workers may or may not take their meal period with supported individuals.

17.02 All meals provided in the residences by the Employer will be at no cost to the Employees. Employees' medical allergies, known to the Employer, will be accommodated whenever possible in the choice of meals prepared.

17.03 Subject to the approval of the Employer, employees who accompany supported individuals to eat outside the residence during mealtime hours shall be compensated and/or reimbursed the cost of meals that they eat with the supported individuals. All admission fees for events where the employee accompanies the supported individuals shall be paid or reimbursed. Reimbursement of amounts under this Article is subject to the Employee first providing the Employer with original receipts, vouchers or invoices in respect of the costs being claimed.

**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 shall be considered time worked, in accordance with Article 14.03 Reporting Pay/Call-In Pay, and compensated at the applicable rate of pay.

**ARTICLE 19            OVERTIME**

19.01                    It is recognized by the parties that overtime shall be required as a condition of employment and must be authorized, in advance, by the Employer. If the employee is unable to reach the Program Coordinator or designate for authorization in advance, and there is a genuine emergency, overtime may be worked, and will be authorized retroactively.

19.02                    Overtime will be compensated by paying the employee one and one-half (1½) times the employee's regular hourly rate. Overtime pay 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 eighty (80) hours per bi-weekly pay period.

19.04                    Overtime shall be offered in accordance with the provisions set out in Article 11.12. In the event of an emergency, it is understood that the employee on duty may be required to work the overtime.

**ARTICLE 20            GENERAL HOLIDAYS**

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

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Louis Riel Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Terry Fox Day  |                  |

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



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 him/herself 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 him/her to perform the required functions of his/her job.

20.03

Calculation above,

Subject to the eligibility requirements of 20.02, General Holiday Pay

- 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;
- 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 his/her regular rate of pay for all time worked in addition to the general holiday pay.

20.05

**Banking of General Holidays**

Employees shall have the option of banking up to three (3) general holidays as follows: When an employee works a general holiday, s/he shall have the option of being paid general holiday pay or taking equivalent time off. The employee will be paid general holiday pay unless the employee advises the Employer one (1) week in advance of the holiday of his/her decision to bank the general holiday. Should an employee choose to take equivalent time off it must be taken by March 31st or be paid out to the employee at that time. Days taken as equivalent time off shall be by mutual agreement between the Employer and employee.

## **ARTICLE 21            WAGES**

21.01            The Employer agrees to pay wages to Employees on a bi-weekly basis in accordance with the minimum rates set out in Appendix "B" attached hereto and forming part of this Agreement but no greater than the rates outlined in Appendix "B". The cut off day for the purpose of calculating payroll will be the 9:00 a.m. Monday in the week preceding the Friday pay day. Errors in pay must be reported to the Employer immediately. Where there is money owing to the Employee, the Employee shall be paid by supplemental cheque within three (3) business days following the day the error was reported to the Employer. Where there is money owing to the Employer, it shall be deducted from wages earned in the next pay period.

### 21.02            **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.

### 21.03            **Previous Experience**

Persons who have worked for the Employer within a period of two (2) years prior to being rehired, shall have their past service recognized for the purpose of setting their starting rate of pay but such time worked shall not contribute towards the completion of their probationary period.

Persons who, in the opinion of the Employer, have previous experience within this sector may, at the Employer's sole discretion, be classified according to previous comparable experience for the purpose of establishing wage rates.

### 21.04            **Additional Duties**

In a home where there is no permanent Supervisor and duties are specifically assigned in writing to an RCW by the Employer, any RCW who performs those duties as assigned shall receive an **eight (8%)** premium in addition to their current rate of pay for all hours worked.

## **ARTICLE 22            VACATIONS**

### 22.01            **Vacation Entitlement**

Full-time employees shall be entitled to annual vacations with pay as follows:

- (a) Two (2) weeks within the first year, and after passing the probationary period, with pay for the (2) two weeks in an amount equal to four (4%) percent of the employee's gross annual wages inclusive of vacation pay but excluding overtime, paid in the immediately preceding twelve (12) months;
- (b) Three (3) weeks within the second (2<sup>nd</sup>) and third year of continuous service with pay for the three (3) weeks in an amount equal to six (6%) percent of the employee's gross annual wages inclusive of vacation pay but excluding overtime, paid in the immediately preceding twelve (12) months;
- (c) Four (4) weeks within the fourth to tenth year of continuous service with pay for the four (4) weeks in an amount equal to eight (8%) percent of the employee's gross annual wages inclusive of vacation pay but excluding overtime, paid in the immediately preceding twelve (12) months;
- (d) Five (5) weeks within the eleventh to twentieth year of continuous service with pay for the five (5) weeks in an amount equal to ten (10%) percent of the employee's gross annual wages inclusive of vacation pay but excluding overtime, paid in the immediately preceding twelve (12) months;
- (e) Six (6) weeks after twenty years of continuous service with pay for the six (6) weeks in an amount equal to twelve (12%) percent of the employee's gross annual wages inclusive of vacation pay but excluding overtime, paid in the immediately preceding twelve (12) months.

22.02 Part-time employees shall receive vacation time off in accordance with the full-time employees' schedule of vacation entitlement and shall receive as vacation pay the applicable percentage of gross pay as provided in 22.01 Vacation Entitlement above.

22.03 The granting of vacations is subject to operational requirements and availability. All vacation leave must be applied for with a minimum of at least four (4) weeks' notice to the Coordinator. The Coordinator must respond to the request within two (2) weeks of the time it was made.

22.04 Vacation requests for the peak vacation months of June, July and August must be submitted by **March** 15<sup>th</sup> of each calendar year. Vacation requests for the peak vacation times between December 20<sup>th</sup> to January 5<sup>th</sup>, must be submitted by **September 30<sup>th</sup>** of each calendar year. These requests will be considered based on seniority and operational requirements, and will not be unreasonably denied. Vacation requests for these peak seasons made after April 15<sup>th</sup> or October 31<sup>st</sup> as the case may be, will be considered on a first come, first served basis, in light of operational requirements.

22.05 Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.

22.06 During peak vacation months of June, July and August, employees can access up to a maximum of three (3) weeks of vacation time (four (4) weeks for employees with fifteen (15) years of seniority or more), with a maximum consecutive vacation of two (2) weeks' time, (three (3) weeks for employees with fifteen (15) years of seniority or more). During the peak vacation time of December 20th to January 5th, employees can access a maximum of one (1) week of vacation time.

22.07 Vacation time is not cumulative from year to year, unless workloads or other extenuating circumstances prohibit vacation time from being granted. Vacation time accrued up to an employee's anniversary date must be taken by the following anniversary date. Written authorization to carry vacation forward beyond that time must be received from the Executive Director prior to the anniversary date.

22.08 Upon termination, an employee will receive his/her accrued vacation pay to date at the appropriate percentage.

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 s/he been working.

22.10 Employees are encouraged to take full weeks of vacation entitlement but if employees encounter special circumstances which require them to take single vacation days, the Employer will accommodate same provided operational needs are met.

**22.11 Eligible employees shall be entitled to take one (1) paid floating holiday per fiscal year. Full time employees will be compensated for eight (8) hours and part time employees will be compensated for four (4) hours, regardless of the length of shift scheduled for the day. Floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the employee and Employer, but will not in any case be taken during the peak vacation times of June, July, August and December 20<sup>th</sup> to January 5<sup>th</sup>. Only employees who have completed three (3) years of continuous service will be entitled to the floating holiday.**

**ARTICLE 23            SAFETY AND HEALTH**

**23.01                    Safety and Health Committee**

The Employer agrees to a Safety & Health Committee which shall meet quarterly during regular working hours. The Safety & Health Committee will be comprised of three (3) individuals appointed by the Union and up to three (3) representatives appointed by the Employer. The full-time Union Representative and/or full-time Safety and Health Representative and the Employer's Consultants may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be placed in the Safety and Health binder in each location for all employees to see. The Union office shall also be sent a copy of these minutes by the Employer via fax or 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. All time spent on the Safety & Health Committee by employees will be considered paid time, except for pre-meetings which will be without pay.

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.

23.03                    The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall not be required to pay lost wages in excess of two (2) regular work days per committee member from the bargaining unit, per calendar year.

**23.04                    Medical Examinations**

All Employees must undergo a thorough medical examination as a condition of continuing employment when stipulated by the Employer. Such a stipulation will not be exercised unreasonably. The examination shall be performed by the Employee's physician and the results shall be provided to the Employer and to the Employee and treated as confidential. The cost of any medical examination stipulated by the Employer will be paid by the Employer.

**23.05                    No Violence or Abuse**

The Employer and the Union agree that no form of violence or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any Employee who believes

that s/he is being abused shall report this to his/her immediate supervisor or the Employer and a Union Health and Safety Committee member.

23.06 Where an employee has their clothing or eyeglasses damaged during the performance of their duties as a result of the action of a supported individual, 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.

## **ARTICLE 24 LEAVES OF ABSENCE**

### **24.01 Bereavement Leave**

- a) An employee shall be granted bereavement leave of up to four (4) working days when necessary, without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse, (including common law spouse or partner), child, stepparent, stepchild, **step-sibling** son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, guardian or former guardian, grandparent, grandchild, fiancé(e). **If the funeral is more than two hundred (200) kilometres from the town in which the employee works, said employee is entitled to one (1) day without pay for travel time.**
- b) An employee shall be granted bereavement leave of up to two (2) working days when necessary, without loss of wages, in the event of a death of the employee's aunt or uncle. If the funeral is more than two hundred (200) **kilometres** from the town in which the employee works, said employee is entitled to one (1) day without pay for travel time.
- c) An employee may be granted up to one (1) day's leave of absence without pay 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) and (b) above.
- d) The Employer may grant an employee up to one (1) day, without pay, to be a participant in a funeral service, i.e. eulogy, **but it is understood and agreed that any such day would not be in addition to the days noted in (a) and (b) above.**
- e) Additional travel time without pay may be granted at the discretion of the Employer.

- f) The Employer may grant additional bereavement leave, without pay, if a bereaved employee requests same in writing.
- g) Bereavement leave may be taken in non-consecutive days within a three (3) month period or at a later date upon mutual agreement between the Employer and Employee.**

24.02 **General Leave Without Pay**

The Employer may grant an Employee a leave of absence without pay and without loss of seniority when the employee requests in writing such leave for good and sufficient reason. All such requests shall be made by the Employee with as much notice as possible. Notice of fewer than thirty (30) days may result in the request for leave being denied. However, where proper notice has been given, subject to operational requirements, such request shall not be unreasonably denied. Upon written request from the Employee, shop steward or Union Representative, the Employer agrees to provide in writing the reasons for denying any such request.

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 2007.

24.04 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.

24.05 **Child Bearing Support Leave**

A full-time employee whose spouse gives birth to a child will be entitled to three (3) days of child bearing support leave of absence with pay following the birth of the child. The employee shall inform his/her Supervisor as to when the absence will occur.

24.06 **Family Responsibility Leave**

For absences due to illness or injury of a spouse, child or parent, the Employer shall grant the use of Income Protection (accumulated Sick Leave). During an employee's first three (3) years of service the employee may utilize up to two and a half (2½) days of Income Protection per year. In subsequent years, any employee may utilize up to seven (7) days of Income Protection per year for the illness or injury of a spouse, child or parent.

Upon the exhaustion of accumulated sick leave, vacation days can be utilized with the approval of the Employer.

24.07                    **Union Functions - Leave of Absence**

The Employer may grant, subject to operational requirements, 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 two (2) employees at any one time. The Union agrees to notify the Employer in writing at least thirty (30) 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 and the Union will remit payment promptly.

24.08                    **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) year's service who is engaged full-time in Union activities. 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 and the Union will remit payment promptly.

24.09                    **Negotiations Leave**

The Employer agrees to allow a maximum of three (3) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this Collective Agreement, providing the employees are not from the same work location, and where operational requirements permit. 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 and the Union will remit payment promptly.

24.10                    **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.
- (b) An employee must apply in writing one (1) **pay period** prior to taking the leave or a shorter period if circumstances warrant.



- (c) An employee may take no more than two (2) periods of leave totalling no more than twenty-eight (28) weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care to support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.
- (f) "Family member" means spouse, common-law partner, child, child of spouse or common-law partner, parent, spouse or common-law partner of parent, or any other family member included by regulation under The Employment Standards Code of Manitoba.
- (g) An employee may end his/her compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) Employees may use their remaining family responsibility days during the waiting period for Employment Insurance.
- (k) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

24.11 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.

24.12 **Domestic Violence Leave**

- (a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of domestic violence as referred to in *The Employment Standards Code* is entitled to both the following periods of domestic violence leave in each fifty-two (52) week period:
  - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period;
  - (ii) leave of up to seventeen (17) weeks to be taken in one (1) continuous period.
- (b) Domestic violence leave may be taken for one (1) or more of the following purposes:
  - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;
  - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
  - (vi) any other purpose prescribed in The Employment Standards Code or Regulations.
- (c) The first five (5) days of leave taken in a calendar year shall be paid. To the extent that the employee has income protection benefits accumulated, such days shall be deducted from the employee's income protection accumulation. The remainder of any such leave (leave in excess of five [5] days in a calendar year) shall be unpaid.

- (d) Leave under this section shall be taken in full days only.
- (e) An employee who wishes to take a leave under this section must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
- (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

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

24.13

#### **Critical Illness of a Child Leave**

An employee shall receive Critical Illness of a Child Leave without pay from work for up to thirty-seven (37) weeks to allow him/her 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 employee and setting out the period during which the child needs that care or support. This certificate shall 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 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.

24.14

**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. Eligibility for both of these leaves is 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) Employees charged with the relevant crime are not eligible for leave under this Article.
- (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.

24.15

**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. Such notice is to be provided at least two weeks before extending the leave, if reasonable and practicable in the circumstances.
- (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.

- (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.

**24.17 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 leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder.**

## **ARTICLE 25 GRIEVANCE PROCEDURE**

25.01 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 his/her immediate supervisor. If the dispute is with the supervisor, the concern will be raised with the next highest level of management in an attempt to resolve the dispute.

### **25.02 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 fifteen (15) calendar days of the event giving rise to the grievance to the Program Coordinator 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 Program Coordinator or designate shall respond within ten (10) calendar days of receiving the written grievance.

### **25.03 Step Two:**

If the matter is not resolved in Step One, the grievance must be forwarded to the Executive Director or designate within ten (10) calendar days. The Executive Director or designate shall meet with the employee and Shop Steward or Union Representative to discuss the grievance within ten (10) calendar days. Following such a meeting, the Employer shall respond within ten (10) calendar days. Where the employee is not satisfied with the decision, the Union may proceed to have the matter arbitrated.

25.04 In the event of a dispute involving the question of general application or interpretation of this Agreement, which affects a group of employees, the Employer or the Union may initiate a grievance within ten (10) 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 twenty (20) calendar days, either party may refer the matter to arbitration.

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

## **ARTICLE 26      ARBITRATION PROCEDURE**

26.01 If the Union and the Employer cannot reach a settlement, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrator herein set forth on a rotating basis:

- (1) Diane Jones, QC
- (2) Blair Graham, QC
- (3) Kristen Gibson
- (4) **Karine Pelletier**

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 his/her name comes up again on the regular rotation of the panel.

The arbitrator shall not be deemed to be willing to act unless s/he is in the position to convene the hearing within twenty-eight (28) days from the date of his/her selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) 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-one (21) days after the closing of the arbitration hearing.

26.02 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.

26.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the arbitrator shall be governed by the provisions of this Agreement.

26.04 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.

26.05 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 s/he deems equitable.

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

26.07 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.

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

26.09 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 27 STATUTE REVISIONS**

27.01 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 28            DISCIPLINE**

28.01                    The Employer shall not discipline nor dismiss any employee who has completed his/her probationary period except for just cause.

28.02                    **Family Services Investigation**

In the event an Employee is alleged to have abused a supported individual of Winnserv Inc., sincere effort will be made to expedite the investigation process. To the extent the Employer is able to do so, it will provide the Union with written materials from Manitoba Families Investigation relating to the investigation. The Union reserves its right to grieve.

28.03                    Prior to the imposition of any form of discipline or discharge, an Employee shall be notified, at a meeting with the Employer, a Shop Steward and the Union Representative, of the reasons for considering such action. The Shop Steward and Union Representative's attendance is dependent upon their availability within 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 a bargaining unit member of the Employee's choice.

28.04                    The affected employee, the Shop Steward referred to in article 28.03, and the Union shall be given a copy of any discipline/discharge which is to be entered on the employee's personnel file. The notice of discipline or discharge shall be given to the affected employee and Shop Steward immediately and a copy of the discipline or discharge notice shall be faxed to the Union office within twenty-four (24) hours of the event.

28.05                    **Discipline**

Except in matters of discipline resulting from inappropriate actions/behaviour from staff affecting a supported individual, any discipline shall be removed from an Employee's personnel file after two (2) years, provided that the Employee has been discipline free for that two (2) year period. This period of two (2) years shall not include periods of layoffs or leaves of absence without pay. Discipline resulting from inappropriate actions/behaviour from staff affecting a supported individual as outlined herein will remain on the Employee's personnel file for the duration of his/her employment.

28.06                    A copy of an employee's reply to any document contained in his/her personnel file shall be placed in the employee's personnel file.

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



## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 A general description of the Health and Welfare benefits, terms and conditions, is as follows in A-3, Health and Welfare Plan.

A-1.02 Unless otherwise specifically stated, all of the benefits shall apply to all eligible employees in the bargaining unit except casual employees who have completed six (6) months of continuous employment. Eligibility shall be determined by reference to the benefits plan(s).

**A-1.03 The Employer shall share the cost of all Health and Welfare benefits referred to in this appendix on a cost-shared basis unless otherwise specifically stated. The Employer shall pay sixty (60%) percent of the cost of the premiums and the employee shall pay forty (40%) percent of the cost of the premiums. Premiums for Long Term Disability (LTD) shall be deemed to be covered by the employee's share of the paid premiums. If the employees' share does not cover the full cost of the LTD premium the employee shall pay the difference.**

A-1.04 Subject to A-3, Health and Welfare Plan, all medical benefits currently provided at Winserv Inc. will continue to be provided on a cost-shared basis.

A-1.05 The Employer shall have the right to make arrangements for the replacement of the current carrier or benefits provided that benefit levels are maintained or improved and employees cost of premiums does not increase.

A-1.06 In the application of benefit coverage, the terms and conditions of the actual policies or plans will govern in the administration of the various benefit entitlements. Benefit entitlement under this Appendix is not subject to grievance or arbitration under this Agreement.

#### A-2 Sick Leave

A-2.01 An employee is only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of his/her position due to illness or injury. The employee shall only be paid for such absences to the extent such employee has accumulated sick leave credits.

A-2.02 Sick leave shall be earned by Full Time employees at the rate of **eight (8) hours** for each and every month an employee is employed to a maximum of **two hundred (200) hours**.

A-2.03 An employee may not claim sick leave pay until s/he has successfully completed his/her probationary period. Accumulated sick leave is not paid out to an Employee upon termination.

A-2.04 The Employer may require the Employee to provide a medical certificate and may require a physical examination and medical report as proof of illness, to determine the Employee's fitness to return to work, and/or to determine the approximate length of illness. A medical certificate will not be unreasonably required. Failure to provide such a certificate when requested will disqualify an employee from receipt of sick leave benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. If the Employer requires an Employee to provide a medical certificate the Employer will reimburse the Employee for any cost incurred.

A-2.05 Suspected abuses of sick leave will be investigated and proven instances of abuse shall result in disciplinary action. The Union agrees to assist the Employer to ensure that employees do not abuse sick leave.

A-2.06 Sick leave shall not be permitted while an employee is on any leave of absence.

A-2.07 **Any accrued sick time will be reported on employees bi-weekly pay stub.**

### **A-3 Health and Welfare Plan**

A-3.01 The following benefits shall be provided to employees working on a permanent full-time basis and who work a minimum of thirty (30) hours per week.

In the event of any difference between the benefits outlined in the Collective Agreement and the Employee Benefits Handbook, it is understood and agreed that the benefit shall be as outlined in the Handbook. Benefit entitlement under this Appendix is not subject to grievance or arbitration under this Agreement.

#### **Life Insurance**

Coverage is for one (1X) times the employees average earnings, rounded to the next higher \$1,000 to a maximum of \$120,000. It is reduced by 50% at age 65 and terminates at age 70 or retirement whichever is earlier.

### **Accidental Death and Dismemberment**

Coverage is for one (1X) times the employees average earnings, rounded to the next higher \$1,000 to a maximum of \$120,000. It is reduced by 50% at age 65 and terminates at age 70 or retirement whichever is earlier.

### **Supplemental Health Care**

Hospital Care	100% coverage
Out of Province Emergency Medical Treatment	100% coverage

### **Prescription Drugs**

80% coverage up to Pharmacare deductible based on those drugs covered by Pharmacare Formulary Parts 1, 2 & 3. A pay direct card shall be issued to each employee to direct bill drug purchases.

### **Vision Care**

100% coverage up to a maximum of one hundred (\$100) dollars per person every twenty-four (24) months for frames, corrective lenses, contacts, prescription sun or safety glasses or prescribed laser surgery. Eye exams are covered to a maximum of seventy-five (\$75) dollars per person every twenty-four (24) months.

The following Professional Services are covered at 80% to a maximum amount per calendar year:

Acupuncturist	\$350 per person per calendar year
Audiologist	\$350 per person per calendar year
Chiropractor	\$350 per person per calendar year
Dietician	\$350 per person per calendar year
Massage Therapist and Orthotherapist	\$350 per person per calendar year
Naturopath	\$350 per person per calendar year
Occupational Therapist	\$350 per person per calendar year
Osteopath	\$350 per person per calendar year
Podiatrist	\$350 per person per calendar year
Speech Therapist	\$350 per person per calendar year
Physiotherapist and Physical Rehab Therapist	\$350 per person per calendar year
Psychologist and Social Worker	\$350 per person per calendar year

Licensed Ambulance Service is covered at 100% when the physical condition of the insured person precludes the use of any other means of transportation.

For other supplemental health services or coverage see the schedule of benefits in the Employee Benefit Handbook.

## **Dental Care**

Coverage is for the current dental fee guide for the Province of Manitoba.

Basic and Supplementary Basic Services	100% coverage
Dentures and Major Restorative Services	50% coverage

These services are covered to a combined maximum of \$1,500 per calendar year.

## **Short Term Disability**

The Plan will pay 66.67% of weekly salary rounded to the next highest \$1.00 or the Employment Insurance maximum benefit amount, whichever is the greatest. If the disability is due to an accident or hospitalization there is no waiting period. There is a seven (7) day **(one calendar week)** waiting period if the disability is due to sickness. The W.I. benefit is payable for up to seventeen (17) weeks and terminates at age seventy (70) or retirement, whichever is earlier.

## **Long Term Disability**

The Plan will pay 66.67% of the first \$3,000 of monthly salary plus 45% of the balance of monthly salary, rounded to the next higher \$1.00 to a maximum of \$6,000 per month. There is a 119 day qualifying period. The LTD benefit is payable to age 65 and terminates at age 65, or retirement, whichever is earlier.

### A-4.01 **RRSP Payroll Deductions**

The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in a Registered Retirement Savings Plan.

**APPENDIX "B"**  
**WAGES**

**B-1**      **Classifications and Hourly Rates of Pay**

<b>Residential Care Worker</b>	<b>Current</b>
Start	\$13.75
1 year	\$13.75
2 years	\$13.75
3 years	\$13.75
4 years	\$13.75
5 years	\$13.75

<b>Community Support Worker</b>	<b>Current</b>
Start	\$14.03
1 year	\$14.31
2 years	\$14.59
3 years	\$14.88
4 years	\$15.18
5 years	\$15.48

**Residential Care Worker hourly rates are topped up to \$13.75 by funding through the Wage Enhancement Fund (WEF).** Residential Care Worker hourly rates and WEF top up rates will be reviewed and may be adjusted if any changes are made by the Department of Families to the Wage Enhancement Fund.

B-1      If the funding available to be used for wages provided by Government increases during the term of this Agreement, the Employer shall pass on such increases to the Employees consistent with the funding increase. Wage increases will apply and be effective as of the day the increased funding is received by the Employer. Should there be no increase provided by Government for wages, or a reduction in funding for wages by Government, then wages will be maintained at their current levels.

**B-1.01**      **Increment Placement**

Employees will receive increments based on their anniversary dates. If an employee is currently paid at a higher rate of pay than the increment for which s/he would be paid s/he will be placed on the next increment level on his/her anniversary date.

**B-1.02      Overscale Employees**

All Employees who are receiving a higher rate of pay than their classification in the wage table above shall be considered overscale. Overscale Employees will be entitled to maintain their current rate of pay.

**B-1.03      Educational Premium**

Employees who have or who achieve diplomas from the Disability and Community Support Program or have related education (2 years plus), will receive a premium of fifty (50¢) cents per hour.

B-1.04      Long-term Residential Care Workers shall receive a premium as follows:

Five (5) years of service	<b>Twenty-five cents (\$.25) per hour</b>
Ten (10) years of service	<b>Thirty cents (\$.30) per hour– inclusive of the previous twenty-five cents (\$.25)</b>
Fifteen (15) years of service	<b>Forty cents (\$.40) per hour – inclusive of the previous thirty cents (\$.30)</b>
Twenty (20) years of service	<b>Fifty cents (\$.50) per hour - inclusive of the previous forty cents (\$.40)</b>

Long service premiums will be reviewed and may be adjusted if any changes are made by the Department of Families to the Wage Enhancement Fund.

**B-1.05      Weekend Premium**

**Residential Care Workers working awake hours will be paid a premium of twenty (\$.20) cents per hour for each hour actually worked between 8am Saturday and 8am Sunday, and a premium of thirty (\$.30) cents per hour for each hour actually worked between 8am Sunday and 8am Monday. These premiums shall not be included in any calculation of overtime pay.**

**B-2            Night Shift**

**B-2.01        Asleep at Night Shift**

Any employee required to work a sleep night shift shall be paid minimum wage for each hour in the shift that s/he sleeps. Any time during that shift that an employee is wakened to tend to supported individuals, s/he shall be paid his/her regular rate of pay for all time awake and working. If the shift has both awake and sleeping hours the employee shall be paid his/her regular rate of pay for hours of support for



which s/he is expected to be awake. Article 14.08 will not apply in the following circumstances:

- a) If any employee agrees to accept a shift with a sleep night which is longer than eight (8) hours in length;
- b) If an employee requests, and the Employer approves working a full sleep shift prior to his/her regular shift without an eight hour break in between;
- c) If an employee requests, and the Employer approves working a full sleep shift immediately following his/her regular shift without an eight hour break in between.

### **B-3      Vehicle Allowance**

- a) Where the Employer requests employees to utilize **their** own vehicle, the Employer agrees to reimburse such employees at the rate of forty-five (45¢) cents per kilometre.
- b) Employees shall be allowed to plug their vehicle into the available electrical outlets at the workplace during the winter months at no cost to the employees.
- c) Where an employee has his/her vehicle vandalized or damaged during the performance of his/her duties as a result of the action of a supported individual, the employee shall be reimbursed the cost of his/her deductible or alternately the Employer may agree to cover the cost of the repair.
- d) Employees utilizing their own vehicles for work purposes must have a minimum of two million dollars (\$2,000,000.00) in third party liability insurance through MPIC. The Employer will reimburse the Employees for the costs of this extra coverage (above the cost of basic insurance).

## APPENDIX C

### Bumping Protocol

1. The bumping process will be implemented only if a permanent position held by a Unionized Employee of the Employer is eliminated **and the incumbent in that position wishes to remain in the Employer's employ.**
2. If a position is to be eliminated, the Employer will notify each location by memo, after notifying affected Employees, which position is to be eliminated and the hire date of the person/s (not the name of the person/s) who currently hold that position.
3. Bumping is to be done on the basis of the provisions in 12.02. Full-time employees may bump into part-time positions, but part-time employees may not bump into full-time positions.
3. In the case of closure of a residence, administration will hold a general information/question meeting for Employees of the Employer.
4. An Employee whose position has been eliminated or has been bumped from a position s/he is currently in will be given a list of all positions held by Employees with less seniority than the Employee, and any vacant positions. Seniority lists will only be sent to work locations in the event of a bumping process. (They will NOT be sent out at any other time).
5. In the event an eliminated position is held by an Employee with less seniority than all other Employees that currently hold positions within the Employer, the Employee will be given the choice of either being laid off or put on the casual list.
6. Employees will be given 48 hours from the time of notice by administration, to decide which position they will bump into. Should an Employee not respond within 48 hours, the Employer will recognize that the Employee has chosen either to be laid off or to move onto the casual list.
7. Employees must notify the Program Coordinator in writing of their decision to bump into a position. Administration will then notify affected Employees by phone with a letter to follow.
8. After bumping into a position, Employees either can remain in that position, can move to casual, or resign (only an Employee who has no position to bump into or is not qualified for a position can be laid off).

9. If, within the first 10 working shifts of starting into a bumped position, an Employee chooses to move to casual or resign, the person originally bumped from the position will be reinstated as soon as scheduling permits (all Employees affected will return to their original positions).
10. Notification of bumping of Employees who are on vacation, sick leave or statutory leave: Administration will notify Employees on extended sick leave or maternity/parental leave/compassionate care leave by phone that they are bumped and they will have 48 hours to decide whether they will bump someone else, go to casual, or be laid off. If an Employee is on vacation when s/he is bumped, the bumping process will be put on hold until that Employee returns to work and is notified of the bump, although the Employee bumping can train and start into that position.
11. Employees are NOT to contact other Employees at home or at work regarding the bumping process. Any questions Employees may have must be directed to the Program Coordinator. This will help to eliminate rumors gossip, and misunderstandings.

## APPENDIX D

### Restructuring Protocol

1. This process will be implemented where:
  - a) the Employer determines that the manner in which services are to be provided within a residence are to be restructured to meet the needs of one or more Supported Individuals; and
  - b) as a result of this restructuring, and with respect to permanent positions, the overall structure of hours, shifts or number of positions are to be altered.
2. If a restructuring is to be done, the Employer will notify the employees working in the residence as to the new structure.
3. Employees holding permanent positions within the residence will have the opportunity to choose, subject to meeting the requirements of Article 12.02, which position they wish to fill. Employees shall choose in order of seniority.
4. In the choosing process, should a Senior Employee opt to skip his/her turn choosing, choosing will continue by seniority until all positions are filled.
5. Employees will be given 48 hours from the time of notice by administration, to decide which position they will choose. Should the Employee not respond to the Program Coordinator in writing within 48 hours, the Employer will recognize that the Employee has chosen to move to casual or resign.
6. Employees must notify the Program Coordinator in writing of their position choice. Administration will then notify affected Employees by phone with a letter to follow as to the position into which the employee is placed.
7. Notification of Employees who are on leave, including vacation: Administration will notify Employees on leave, including vacation, of the restructuring by phone and/or email and they will then have 48 hours to decide what position they will choose within their work location. Employees on leave must contact the Program Coordinator by phone with their choice, with a letter in writing to follow thereafter. Employees going on leave, including vacation, may leave the Employer with alternate contact information to be used for the duration of the leave including vacation. Any notifications under this provision will be forwarded to the contact information provided, in addition to the employee's regular contact information.

8. Employees who, at the end of restructuring, are left without a permanent position are entitled to bump into another position at another work location, and the bumping protocol shall apply.
9. If there are positions available after the restructuring which were not filled through this process, employees working in other residences will be advised of the outstanding positions, and the process set out in 12.02 shall apply with respect to filling those outstanding positions.
10. In the case of concurrent restructuring at more than one work location, restructuring at all affected locations must occur first before the bumping begins. At this time all Employees entitled to a bump will be contacted by seniority to choose the position they wish to bump into. The bumping protocol will be followed.
11. Employees are NOT to contact other Employees at home or at work regarding the restructuring or bumping process. Any questions Employees may have must be directed to the Program Coordinator. This will help to eliminate rumors, gossip, and misunderstandings.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**WINNSERV 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".

**GENERAL HOLIDAY PAY AVERAGE CALCULATION:**

As a result of a number of employees working a variety of shift lengths on a permanent basis, the parties agree that, for those employees, the calculation for general holiday pay in Article 20 of the Collective Agreement shall be interpreted as follows:

The total number of hours worked in a regular work week shall be divided by the number of days worked in a regular work week which will determine the amount of general holiday pay received by the employee whether the general holiday falls on a regular day of work or not.

For example, an employee regularly working 5 days per week but through a variety of shifts totaling 35 hours every week would be paid as follows:

- 35 hours per week divided by 5 work days equals 7 hours of general holiday pay.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2019.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

---

---

---

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**WINNSERV 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".

**GOVERNMENT WAGE ENHANCEMENT FUND**

Winnserv Inc. will continue to participate in the Wage Enhancement Fund Initiative for each fiscal year that the initiative shall apply to.

Winnserv Inc. shall notify the Union upon each release of funds related to the above noted initiative **that result in union member wage increases** and apply such funds as instructed by the Provincial Government.

This funding is to be applied as a premium to the wage chart in Appendix B-1 of the Collective Agreement and only provided to the employees who qualify based on the guidelines set by the Provincial Government.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2019.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



---

---

### LETTER OF UNDERSTANDING #3

**BETWEEN:**

**WINNSERV 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: EMPLOYEES CURRENTLY WORKING CONSECUTIVE SHIFTS

Regardless of the other provisions in this agreement, the employees listed below, all of whom are currently employed in positions whose schedules include an awake shift immediately followed and/or preceded by a sleeping shift ("consecutive shifts"), shall be compensated as follows:

- a) The employees shall be paid the provincial minimum wage for all hours worked in their position, including both consecutive shifts and non-consecutive shifts.
- b) All hours worked in these positions in excess of 80 hours in a bi-weekly period shall be paid at the rate of 1.5 times the provincial minimum wage.
- c) If eligible, educational and/or long-term service premiums will be added to all awake hours and included in the overtime calculation for these hours.
- d) Employees working these shifts will have their vacation pay calculated on gross annual earnings, including overtime.

Upon any of the listed employees leaving the employ of the Employer, or permanently transferring to a different position to which this schedule does not apply, the newly vacant position will be re-structured to not exceed 80 hours in a bi-weekly period.

Employees who currently have positions that are impacted by this LOA are: Lou Deviaene, Cheryl Trach, Scott MacAulay, **and** Natasha Nakawze.

Employees covered by this Letter of Understanding may bump amongst themselves or into other positions, but no employees outside of this Letter of Understanding may bump into a position covered by this Letter of Understanding.

**Employees covered by this letter will not be entitled to the weekend premium as outlined in Appendix B-1.05.**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2019.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

---

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**WINNSERV 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: Government funding model**

In the event changes are made to the government funding model with respect to wages and or benefits, the Union and Employer will meet to discuss the impact on total compensation.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2019.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## EXHIBIT ONE NOTICE OF HIRE


### 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 Winserv 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. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay cheques. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union 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 written statement of the names and social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees. The Union shall give the Employer four (4) weeks prior notice of any change in the amount of dues to be deducted.”

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 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE		E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)	
COMPANY NAME		TELEPHONE/CITY		DEPARTMENT/NO.	
CLASSIFICATION		FLOOR/NO.		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>	
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forwarded and accounted for to the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that any 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](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-6832.