

**ASSOCIATION FOR COMMUNITY LIVING
(VIRDEN BRANCH)**

FROM: July 1, 2020

TO: June 30, 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



**ASSOCIATION FOR COMMUNITY LIVING
(VIRDEN BRANCH)**

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	6.06	6
Adverse Weather Policy	15.04	14
Arbitration Procedure	27	29
Available Hours of Work	12.09	10
Banking of General Holidays	21.07	19
Bargaining Unit Information	6.05	5
Bereavement Leave	25.01	24
Bulletin Boards	6.09	6
Bumping Protocol	Appendix E	48
Casual Employee, Definition of	2.03	3
Change Work Locations	12.11	11
Classifications and Hourly Rates of Pay	Appendix B-1	40
Closure (Adverse Weather Policy)	15.04(a)	14
Commencement of Parental Leave	25.06	26
Compassionate Leave	25.16	28
Day Program (Adverse Weather Policy)	15.04(e)	15
Deduction of Union Dues	8	7
Deemed Fairness Provision	4	4
Definitions	2	2
Discipline	29	31
Education and Training Trust Fund	Appendix C	43
Employee Assessments	6.07	6
Exhibit One	Form	52
Expiration and Renewal	30	32
Extended Health Care Benefits	Appendix A-6	37
Family Responsibility Leave	25.11	27
Full-time Employee, Definition of	2.01	2
General Holiday Pay Calculation	21.03	18
General Holidays	21	17
Governmental Assistance Programs	1.02	2
Grievance Procedure	26	28
Health and Welfare Benefits	Appendix A	34
Hepatitis "B" Vaccination	24.08	23
Hours of Work	15	14
Job Postings	13	12
Joint Advisory Committee	5	5
Jury/Court Leave	25.10	27
Laid Off Employees Preference	12.10	11
Late Application for Parental Leave	25.09	26

Late Arrivals Due to Weather Conditions	15.04(d)	15
Layoff, Definition of	2.05	3
Leave of Absence “Full-time Union Duties”	25.13	27
Leaves of Absence	25	24
Life, Dependant Life and Accidental Death and Dismemberment Insurance Benefits	Appendix A-5	37
Long Service Premium	Appendix B-4	42
Management Rights	3	4
Manitoba Food and Commercial Workers Dental Plan	Appendix A-3	35
Masculine of Feminine Gender, Definition of	2.06	3
Maternity Leave/Parental Leave	25.03	25
Meal and Rest Periods	18	16
Medical Examinations	24.04	23
Nature of Bargaining Unit	1	1
Negotiations Leave	25.14	27
New Classification (Wages)	22.02	19
No Harassment Policy	Appendix D	44
No Violence or Abuse	24.05	23
No Working Short	24.07	23
Notice (Change of Employment Status Full-time to Part-time)	12.07	10
Notice of Layoff	12.06	10
Overnight Shifts	Appendix B-2	41
Overtime When Paid	20.03	17
Overtime	20	17
Parental Leave	25.05	25
Part-time Employee, Definition of	2.02	3
Pay for Time Worked on General Holiday	21.06	19
Payment for Meeting Attendance	19	16
Pension Plan	Appendix A-4	36
Pick-Up or Casual Shift, Definition of	2.11	3
Plural and Singular, Definition of	2.07	3
Posting of Work Schedules	16	15
Previous Experience (Wages)	22.03	19
Probationary Period	11	8
Recognition of Stewards	6.02	5
Registered Retirement Savings Plan	Appendix A-4.05	36
Regular Shift, Definition of	2.10	3
Relieving Rate in Scope – Higher Paying Position	22.04	20
Reporting Pay/Call-In Pay	15.03	14
Residential (Adverse Weather Policy)	15.04(f)	15
Restructuring/Change of Hours Protocol	Appendix F	50
Retroactive Pay	Appendix B-5	42
Safety and Health	24	22
Seniority	12	9
Seniority Layoff-Recall	12.05	9
Shortages	9	8
Sick Leave Credits (for Dental and Medical Appointments)	Appendix A-2.02	34

Sick Leave	Appendix A-2	34
Spouse, Definition of	2.08	3
Staff Reporting to Work (Adverse Weather Policy)	15.04(b)	14
Statute Revisions	28	31
Strikes and Lockouts	10	8
Term Employee, Definition of	2.04	3
Time Sheets	17	16
Training	14	13
Union Functions – Leave of Absence	25.12	27
Union Representative’s Visits	6.08	6
Union Rights and Union Activities	6	5
Union Shop	7	7
Utilization of Part-time	12.08	10
Vacation Entitlement	23.02	20
Vacation Pay – When Paid and What Paid	23.08	21
Vacation Scheduling	23.09	21
Vacation/General Holiday	23.07	21
Vacations	23	20
Vehicle Allowance	Appendix B-3	41
Volunteer, Definition of	2.09	3
Wages	Appendix B	40
Wages, Referral	22	19

EXPIRY: JUNE 30, 2022

AGREEMENT BETWEEN:

**ASSOCIATION FOR
COMMUNITY LIVING**, Virden
Branch, in the Town of Virden, 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 EFFICIENT OPERATION, RECOGNIZING THAT THE HIGHEST REGARD AND PRINCIPLE CONSIDERATION MUST BE THE CARE AND WELFARE OF THE RESIDENTS AND CLIENTS OF THE EMPLOYER,

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees in the town of Virden, save and except the Administrator, Program Manager, one (1) Bookkeeper, one (1) Secretary, and persons hired under governmental sponsored employment programs such as Career Start and Challenge 89 programs.

1.02

Governmental Assistance Programs

The Employer agrees that employment opportunities under governmental assistance programs shall be offered to existing qualified employees providing however that the Employer does not incur any overtime costs. Employees in the bargaining unit shall not have their hours of work reduced due to persons outside the bargaining unit being hired to work under such programs.

1.03

Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available, willing and capable of performing the normal functions of the job requirements. Bargaining unit work includes but is not limited to accompanying/transporting Supported People to medical/dental/personal appointments.

This clause will not prevent:

- a) persons excluded from the bargaining unit from providing direction, instruction or training to bargaining unit members;
- b) the use of volunteers who are not displacing bargaining unit members but assisting them, or
- c) non-bargaining unit members from providing emergency aid when safety of Supported Person or employee is affected.

1.04

Outside agencies shall only be utilized to do bargaining unit work when employees are not available or not capable of performing the work required.

1.05

The Employer shall provide the Union in January of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

1.06

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

ARTICLE 2 **DEFINITIONS**

2.01

Full-time Employee: Full-time employee means an employee who is normally scheduled to work not less than seventy (70) hours of work in a bi-weekly pay period.

2.02 **Part-time Employee:** Part-time employee means an employee who has a permanent position and is normally scheduled to work less than seventy (70) hours of work in a bi-weekly pay period.

2.03 **Casual Employee:** Casual employee means an employee who does not have a permanent position but who may be called in to work to provide coverage as required.

2.04 **Term Employee:** Term employee means a new person employed without seniority for a specific time period or until the completion of a particular project in compliance with funding provided for that position or project. At the expiry of said term the employment of such employee shall be terminated unless the term employee is immediately hired as a full-time or part-time employee when the term employee's starting date shall be utilized to establish his/her seniority.

2.05 **Layoff:** The removal of an employee from employment due to a shortage of work, a shortage of funds or due to a reorganization.

2.06 **Masculine or Feminine Gender:** When the masculine gender is used it shall also mean the feminine gender wherever applicable.

2.07 **Plural and Singular:** When the plural is used it shall also mean the singular, wherever applicable.

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

2.09 **Volunteer:** When the word "volunteer" is used it shall mean a person who may or may not be a bargaining unit member, who does not displace a bargaining unit member, who provides companionship, support or assistance to a supported individual and receives no compensation in any form, including expenses, stipends or honoraria, in return for their companionship, support or assistance. A Supported Person may incur costs related to their portion of any expenses related to an excursion.

2.10 **Regular Shift:** Regular Shift means a shift that is regularly scheduled as part of the employee's normal two week rotation for their position. One or more shifts of an available vacant position committed to by an employee, shall become part of that employee's regular shift until the vacant position is filled as a whole.

2.11 **Pick-Up or Casual Shift:** Pick-Up or Casual Shift means a shift that is outside of the employee's normal two week rotation for their position. When an employee picks-up a shift it shall be identified on the schedule with the letters PU beside that shift.

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE 4 DEEMED FAIRNESS PROVISION

4.01 In administering this Agreement, the Employer 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 one (1) employee representative from each location appointed by the union and up to an equal number of employer representatives who shall meet at least once every three (3) months to discuss working conditions, economy of operation, quality and quantity of service, workplace stress, violence and abuse prevention, and other matters to promote a more 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. 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 posted on the bulletin board in each location for all employees to see. The Union office shall also be sent a copy of these minutes. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 6 UNION RIGHTS AND UNION 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 one (1) Shop Steward per work location as selected or appointed by the Union. Shop Stewards will be permitted to wear a Shop Steward badge providing it does not pose a potential danger to the residents/clients.

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 their 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 written request of the employee, the personnel file of that employee may be examined by that employee within three (3) calendar days of the request. The employee may request and be provided with specific copies of documents that appear in their personnel file as reasonably requested. There shall only be one personnel file kept for each employee.

6.07 **Employee Assessments**

Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employees shall sign the assessment indicating only that they acknowledge receipt of same. Employees shall be provided time during their working hours to respond in writing to the assessment if they choose, which response shall become part of their record.

6.08 **Union Representative's Visits**

A Union Representative shall be permitted visitation rights after first notifying the administrator or designate upon arrival in order to oversee the terms of the Collective Agreement and interview employees. Interviews shall only be;

- (a) carried on in a place designated by management;
- (b) held whenever possible during the employee's lunch period. However, if this is not practical;
- (c) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on the Employer's time, unless with the specific approval of management;
- (d) held at such times as will not interfere with service to the resident/clients;
- (e) the Union agrees that such visitations shall only be carried out between the hours of 9:00 a.m. and 5:00 p.m., unless under special circumstances and with prior notification to the Employer.

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 up to thirty (30) minutes during its Employee General Orientation, in order to meet with new employees to familiarize them with UFCW Local 832, the Collective Agreement and other relevant Union related matters. The Union Representative will be advised in advance of the date, time and location of the General Orientation. The Employer will ensure that no less than seven (7) calendar days notice of the above noted employee general orientation is provided to the Union Representative.

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 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

7.03 The Employer agrees to provide new and rehired employees, at the time of employment, with a form letter supplied by the Union, outlining to employees their responsibility in regard to the payment of Union dues and initiation fees.

7.04 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.

7.05 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have been hired, rehired or terminated their employment 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 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.

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, assessments and initiation fees deducted from the employees and indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 9 SHORTAGES

9.01 No employees may be disciplined for cash/bank account shortages unless they are assigned the responsibility of checking the money and daily receipts upon starting and completing their work shift and unless they have exclusive access to the cash/bank account during the work shift.

ARTICLE 10 STRIKES AND LOCKOUTS

10.01 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.

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

ARTICLE 11 PROBATIONARY PERIOD

11.01 Employees must serve a probationary period of one hundred and eighty (180) calendar days or four hundred and eighty (480) hours worked (**excluding overtime**) whichever is less from their date of hire. New employees shall upon completion of their probationary period have their seniority back dated to their latest date of hire.

11.02 Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement.

ARTICLE 12 SENIORITY

12.01 Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing they have completed their probationary period.

12.02 Casual employees who do not work ninety-six (96) hours in a fiscal year ending March 31st will be dropped to the bottom of the casual employee seniority list with employees working the least hours in the year having the least seniority.

12.03 Seniority shall accrue during any period of paid leave of absence or authorized unpaid leave for up to one (1) year after which seniority shall be maintained until the employee has returned to work, subject to 12.05.

12.04 Employees shall lose their seniority and their employment shall cease for any one or more of the following reasons:

- (a) they are discharged by the Employer and are not reinstated through the grievance and/or arbitration articles of this Agreement; or
- (b) they are laid off for a period in excess of twelve (12) months; or
- (c) they fail to return to work on recall within fourteen (14) calendar days of a registered letter being sent to their latest recorded address on file with the Employer or of direct contact with a management representative of the Employer unless they are not able to report for work due to an illness or injury substantiated by a medical certificate; or
- (d) they are absent from work without an acceptable explanation for a period of two (2) or more consecutive working days; or
- (e) they fail to return to work on the day specified in accordance with an approved leave of absence including vacation or suspension unless they are not able to report for work due to an illness or injury substantiated by a medical certificate.

12.05 **Seniority Layoff - Recall**

Employees will be laid off or reduced to part-time when necessary in reverse order of seniority providing the senior employee possesses the required qualifications and demonstrated ability to perform the necessary job functions after a thirty (30) day familiarization period. If as a result of a lay off employees are going to bump employees with less seniority than themselves, the process contained in Appendix "E" will be implemented. Employees will be recalled to work in order of

seniority providing the senior employee possesses the required qualifications and demonstrated ability to perform the necessary job functions within a thirty (30) day familiarization period.

12.06 **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 their scheduled days of work during the fourteen (14) day notice period in lieu of notice.

12.07 **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.

12.08 **Utilization of Part-time**

The Employer shall not schedule part-time employees to displace full-time employees or to prevent the filling of vacant full-time positions. In the event that a vacant full-time position cannot be filled due to a lack of applications, the Employer shall notify the Union prior to posting or advertising the position as less than a full-time position.

12.09 **Available Hours of Work**

- (a) For the purposes of applying (d) below, part-time and casual employees will notify the Employer in writing of any restrictions to their availability.
- (b) A central call-in registry will be administered by the Employer. If issues arise regarding the application of the central call-in registry, the parties will discuss as early as possible, but not later than the next Joint Labour/Management meeting, in an effort to resolve concerns by amending the Central Registry process as necessary.
- (c) If any of the locations need replacement for a sick call, absence, or any change to the existing schedule, the central registry shall be notified as early as possible. From the central registry, the Employer will call in employees in order of seniority as per their declared availability. Employees can be called in for shifts as long as they are capable of performing the work (have the necessary training and minimum qualifications). The Employer may only cancel shifts for which they have called someone in, if those shifts were to cover training courses, resident's appointments, residents' vacation or residents' planned day trips which are cancelled for

reasons beyond their control. Notice of such cancellation must take place as soon as reasonably possible. All part-time and casual employees shall be given the opportunity to be trained in all work locations and will not be entitled to replacement shifts, unless they have been trained/familiarized.

- (d) Full-time and part-time employees (while having worked their permanent shifts) shall be scheduled available hours over casual employees providing it does not result in any overtime payment.
- (e) When a permanent vacancy has been posted and has not yet been filled, existing employees may temporarily take pieces of that vacant position based on seniority until the position has been filled, whereupon they shall relinquish those hours to the successful candidate of that posting.
- (f) **The Employer may assign the after-hours call-in registry to employees of their choosing. These employees will be responsible for all duties that are associated with the call-in registry. The Employer will be responsible for training the appointed employees in all duties associated with the call in-registry. Pay will be twenty (\$20.00) dollars per day Monday to Friday (outside of office hours), fifty (\$50.00) dollars per day on Saturday and Sunday and sixty (\$60.00) dollars per day on general holidays.**

12.10 Laid Off Employees Preference

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

12.11 Change Work Locations

An employee shall not be required to change work locations on a permanent basis except in the event of the closure of the residence, in the event of a reduction in staff, in the event of a serious conflict with a client/resident or in the event of conflict between staff members which may cause anxiety or behaviour problems for the client/resident or it in the event where a change is necessary to serve the best interests of the client/resident and/or the employee.

Whenever a change in location is being disputed for any reason, a meeting shall take place with the Union representative and employee(s) affected for full disclosure and discussion of the issues, in an attempt to resolve and rectify the issue. Following such meeting, if the Employer elects to proceed with a change in work location for employee(s), the Union Representative will be advised in writing.

Should a change in location be deemed to be necessary due to irresolvable conflicts the Employer cannot utilize the transferred employee in that location for any reason, even if they are short-staffed, until the situation is resolved by a change in circumstances of staffing or client participation.

ARTICLE 13 JOB POSTINGS

13.01 The Employer shall post notices of vacant positions including a description of the duties of the job posted within the bargaining unit on the bulletin board in work locations for a period of seven (7) calendar days. If a vacant position is not being posted, the Employer shall inform the employees and the Union of that fact, including the reason that they are not filling the vacant position. A posted position will be awarded within three (3) working days after the posting has been removed and the name of the successful applicant will be posted. The successful applicant will start in their position no later than two (2) weeks following the start date. 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 start date of the position on application forms which clearly state the closing date for submitting applications to the Employer.

13.02 Seniority shall be the governing factor in making a selection for a vacant position providing the employee possesses the required qualifications and has the demonstrated ability to perform the work required within a familiarization period of twenty (20) shifts for new employees and ten (10) shifts for current employees consistent with Article 13.03 herein.

 In the event of no employees possessing the required qualifications, the Employer agrees to make their selection on the basis of the most senior employee who has the demonstrated ability to perform the work required within a familiarization period as described herein.

13.03 If within seven (7) shifts or two (2) weeks from the date the employee commenced work in their new position in a residence (five (5) shifts or one (1) week in the day program), they prove to be unsatisfactory or if they request to return to their former position, the employee shall be returned to their former position and their applicable rate of pay without loss of seniority. Any other employee affected may also be returned to their former position and applicable rate of pay without loss of seniority and without any notice.

13.04 Temporary positions of four (4) weeks 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 13.01 above and identified as temporary in nature. When the temporary position is over the employee shall return to their former position. Any subsequent temporary vacancy that results in this type of posting need not be posted by the Employer. If subsequent temporary vacancies are not posted they will be filled in accordance with Article 12.09, Available Hours of Work.

13.05 In the event the Employer wishes to make changes to the qualifications required for any classification in the bargaining unit, or the Employer adds a new classification and with it new qualifications, the Employer agrees to advise the Union. Should the Union have any concerns with respect to the reasonableness of the qualifications for any classification, the Union shall, within thirty (30) 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 14 TRAINING

14.01 The Employer shall assist, when feasible, in the professional development of employees. Employees agree to participate in workshops provided by the Employer.

14.02 Training

Where the Employer compels employees to attend a conference, workshop or seminar, employees 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, plus travel time from Virden to get to and from the seminar, workshop or conference. Such time shall be paid at straight time rates. In addition, the Employer agrees to pay for authorized transportation and accommodation, and reasonable meal expenses with receipts. Reasonable meal expenses will be paid up to twelve (\$12.00) for breakfast, fourteen (\$14.00) for lunch and eighteen (\$18.00) for supper.

If training takes place on a scheduled day off, and if employees have requested an alternate day off, the Employer will make every attempt to reschedule that requested alternate day off within the same pay period. If this cannot be accomplished the employee shall have the choice of selecting one of the following options: the alternate day off may be banked, paid out, or scheduled for a mutually agreed upon day off within the next month.

14.03 If the government legislates or regulates mandatory changes to the training requirements for A.C.L. Virden employees, employees requiring certain certifications or academic standings will receive such training and the employer agrees to pay for all expenses for tuition, books and course materials, lost wages and reasonable travel, meal and accommodation expenses if necessary, 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.

14.04 Each employee will receive a minimum of twenty (20) hours training/familiarization at the first location at which the employee works. Employees who have expressed their desire in writing to occasionally work at other specific locations will receive a minimum of ten (10) hours of training/familiarization at those locations. During training a newly hired or rehired employee will not be solely responsible for any clients, and shall be on duty primarily for training purposes. **Additional training will be provided if requested**

ARTICLE 15 HOURS OF WORK

- 15.01 (a) The regular hours of work shall not exceed an average of forty (40) hours per week except when an employee goes on vacation with a resident/client.
- (b) Employees who work forty-eight (48) consecutive hours, which must include sleep night shifts, shall have at least eight (8) hours off before they work another shift unless in the event of extreme circumstances and by mutual agreement between the Employer and the employee.

15.02 It is understood that the regular bi-weekly hours of work do not apply where an employee acts as a companion to a resident/client who goes on vacation outside of the Employer's premises. The employee shall be compensated for sixteen (16) hours regular pay for each full day of the resident's vacation. The overtime provisions of this Agreement shall not apply.

15.03 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.

15.04 Adverse Weather Policy

(a) Closure

Management will decide when the closure of Bridge Street Enterprises (BSE) is necessary based on weather and road conditions and will communicate their decision to each residence and BSE employees in a timely manner.

(b) Staff Reporting to Work

All employees scheduled to work will be expected to come to work.

- (c) If staff decide not to travel to work due to weather conditions or if roads are closed due to inclement weather conditions and staff are unable to travel to work due to such closures, they will not be paid. Staff may have the opportunity to make up the time if there are hours of work available or utilize their available banked time to make up the difference in pay.
- (d) **Late Arrivals Due to Weather Conditions**
Late arrivals within two (2) hours starting time will not be docked pay.
- (e) **Day Program**
If the Employer authorizes early dismissal to close the facility, staff will receive full shift pay. If a request by an employee to leave early is granted the employee shall receive pay for all hours worked.
- (f) **Residential**
If staff are unable to get in to work all efforts are to be made to reschedule shifts to avoid overtime.

ARTICLE 16 POSTING OF WORK SCHEDULES

16.01 The Employer agrees to have a monthly work schedule posted for all employees no later than the fifteenth (15th) day of the current month for the subsequent month. The Employer may alter shift times on the same day by a few hours to accommodate clients/participants appointments or activities. As much notice as possible will be given to the Employee of such a change.

16.02 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.

16.03 An employee who is ill, must make reasonable effort to contact the Central Registry prior to the commencement of their scheduled shift.

16.04 If a new schedule is to be created as a result of filling vacancies or newly created positions, the new schedule shall be offered to existing employees to bid on prior to the new schedule being offered to applicants from outside the organization.

16.05 If the hours of a permanent position need to be increased or decreased due to the new requirements of Supported People in a residence or at the Day Program lasting for at least five (5) months or due to restructuring, the process outlined in Appendix "F" will be implemented.

ARTICLE 17 TIME SHEETS

17.01 The Employer shall provide time sheets or its electronic equivalent to enable employees to record their required hours worked for payroll purposes.

17.02 Time sheets or its electronic equivalent 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 18 MEAL AND REST PERIODS

18.01 Meal and rest periods are to be taken with residents/clients. Employees who have worked a shift of five (5) hours or more are entitled to a meal period.

18.02 Meal and rest periods are paid time. However, employees at Bridge Street can arrange with approval to take up to an hour of unpaid time off at lunch providing there is sufficient supervision for clients.

18.03 All meals provided in the residences by the Employer will be at no cost to the employees.

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

ARTICLE 19 PAYMENT FOR MEETING ATTENDANCE

19.01 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 and compensated at the applicable rate of pay.

ARTICLE 20 OVERTIME

20.01 It is recognized by the parties that overtime shall be required as a condition of employment and may only be authorized by the Administrator or the Program Manager.

20.02 Overtime will be compensated by paying the employee one and one-half (1½) times the employee's regular hourly rate or by permitting the employee to bank overtime hours up to one hundred (100) hours of accumulated time which may only be taken with the prior authorization of the Administrator. It is understood that time off may not be approved, where such time off would result in overtime costs for the replacement shift. Requests to take banked overtime as time off shall not be unreasonably denied. All unused banked overtime shall be paid out in the last week of December of every year or at any time the employee requests in writing that it be paid out with two weeks notice.

20.03 **Overtime When Paid**

Overtime will be compensated for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purpose of this Article, sick time paid shall be considered hours worked.

20.04 Overtime shall be offered in accordance with the provisions set out in Article 12.10, offered in order of seniority through the Central Registry amongst those employees who have indicated in writing, their willingness to be called in for overtime shifts. Employees will be called in as the need arises and will only be called to locations that they have been familiarized/trained for. Employees will be provided training consistent with Article 14.04. In the event of an emergency, or unforeseen circumstances, it is understood that the employee on duty may be required to work the overtime.

ARTICLE 21 GENERAL HOLIDAYS

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

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

as well as any holidays observed by Provincial or Federal government.

In addition full-time, part-time and term employees shall be entitled to one (1) floating holiday per calendar year to be taken at a time mutually agreed to between the Employer and the employee. This floating holiday shall be taken in the year that it is earned and employees will request their floating holiday by entering it on the vacation schedule as they make their vacation request. In any case the floating holiday must be taken by March 31st for the current fiscal year. New employees starting prior to August 1st, in a year will be entitled to the floating holiday. New employees hired after August 1st of any year must wait until April 1st of the following year to be entitled to their floating holiday. If a mutually agreeable time for the floating holiday cannot be agreed to it will be paid out between March 15th and the end of the fiscal year. **Upon written request an employee may carry over the floating holiday from one year to another.**

21.02 Employees are entitled to general holiday pay for a general holiday on which they do not work provided they:

- (a) do not fail to report for work after having been scheduled to work on the day of the general holiday; or
- (b) do not absent themselves from work without the Employer's consent on the regular scheduled working day immediately preceding or following the general holiday unless the absence is by reason of verified illness, injury, or approved leave of absence.

21.03 **General Holiday Pay Calculation**

All full-time and part-time employees who have been employed thirty (30) calendar days or more and have been paid an average of at least thirty-two (32) hours or more per week (excluding overtime) in the four (4) weeks covered by the two (2) bi-weekly pay periods immediately preceding the week in which a general holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each general holiday.

21.04 All part-time employees who have been employed thirty (30) calendar days or more and have been paid an average of at least twenty (20) hours per week but less than thirty-two (32) hours per week (excluding overtime) in the four (4) weeks covered by the two (2) bi-weekly pay periods immediately preceding the week in which the general holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each general holiday.

21.05 All part-time employees who have been employed thirty (30) calendar days or more and have been paid an average of at least ten (10) hours per week but less than twenty (20) hours per week (excluding overtime) in the four (4) weeks covered by the two (2) bi-weekly pay periods immediately preceding the week in which a general holiday occurs, shall receive four (4) hours' pay at their regular rate for each general holiday.

21.06 **Pay for Time Worked on General Holiday**

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

21.07 **Banking of General Holidays**

Employees shall have the option of banking general holidays as follows:

When an employee works a general holiday, they shall have the option of being paid general holiday pay or taking equivalent time off. Should an employee choose to take equivalent time off it will be scheduled within ninety (90) days of the actual general holiday or taken with the employee's next annual vacation. Days taken as equivalent time off shall be by mutual agreement between the Employer and employee.

ARTICLE 22 WAGES

22.01 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. The cut off day for the purpose of calculating payroll will be the Sunday preceding the Friday pay day. Where the Employer determines that operational circumstances permit, paycheques shall be made available to employees on the Thursday immediately preceding the Friday payday.

22.02 **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 27 of this Agreement.

22.03 **Previous Experience**

Persons who have previously worked for the Employer shall only have their recent service recognized for the purpose of setting their starting rate of pay but such time worked shall not contribute towards the completion of their probationary period. Recent experience shall be deemed to exist if the employee has not been out of the employ of the Employer for more than two (2) years.

22.04

Relieving Rate in Scope - Higher Paying Position

Where the Employer directs an employee to perform in some other position which has a higher rate of pay, such employee shall receive the higher rate of pay at their increment level for all hours so worked provided they worked in the higher rated position for two (2) hours or more.

ARTICLE 23 VACATIONS

23.01 Employees who, on March 31st of each year, have less than one (1) year of continuous service, shall be entitled to receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid up to March 31st. Such entitlement shall be paid upon request within one (1) pay period or used during vacation time. Once an employee has taken the vacation pay payout, said employee may be allowed time off for vacation purposes, without pay, of up to two (2) weeks at a time mutually agreed to between the employee and the Employer.

23.02

Vacation Entitlement

Effective in the 2016 vacation year, annual vacation leave with pay for employees shall be as follows:

- (a) two (2) weeks after one (1) year or more continuous service;
- (b) three (3) weeks after five (5) years or more continuous service;
- (c) four (4) weeks after eight (8) years or more continuous service;
- (d) five (5) weeks after eleven (11) years or more continuous service
- (e) six (6) weeks after sixteen (16) years or more continuous service.

Clarification of vacation pay to go with above leave: Full-time and part-time employees are meant to have weeks of leave based on years of service. They are meant to receive in pay an amount equal to what they normally would be scheduled and paid for on those weeks. Due to the ability to pick up shifts, the calculation of vacation pay for people working less than forty (40) hours per week is meant to be the average weekly number of hours worked in the previous twelve (12) month period at your regular rate of pay not at overtime rates.

23.03

The vacation year shall be from the first day of April until March 31st in the following year.

23.04 No vacation pay shall be earned during any period of unpaid leave of absence.

23.05 Employees must use all vacation entitlement prior to March 31st of the vacation year following that in which it was earned.

23.06 No employees may utilize vacation earned until they have completed their probationary period.

23.07 **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 he/she been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

23.08 **Vacation Pay - When Paid and What Paid**

- (a) An employee shall be paid his/her vacation pay on the pay day immediately preceding the first day of her/his approved vacation period, unless the employee specifically requests an ongoing pay-out as if the employee had remained at work, by way of a letter of direction to the Employer.
- (b) Casual and Term Employees shall be paid their vacation pay on each paycheque at a percentage rate corresponding to the vacation schedule in 23.02, vacation entitlement. The Employee may choose to bank accumulated vacation pay and receive this pay at a later time as decided by the employee. However, all such vacation pay shall be paid out by March 31st of each year.

23.09 **Vacation Scheduling**

- (a) The Employer shall be responsible for posting the vacation entitlement list by February 1st of each year. The vacation entitlement list shall reflect each employees projected vacation entitlement as at March 31st of that year.
- (b) The employee shall be responsible to indicate preference of vacation dates by March 10th of that year.
- (c) Employees who fail to indicate their choice within this thirty-eight (38) or thirty-nine (39) day period shall not have preference in choice of vacation time where other employees have indicated their choice.

- (d) The Employer shall give priority according to seniority. The Employer will make every effort to accommodate vacation requests and denials of such requests will be based on current staffing levels and staffing requirements in the organization as well as other language in Article 23.
- (e) The approved vacation schedule shall be posted no later than April 1st.
- (f) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.
- (g) For special reasons an employee may request up to one (1) week of vacation entitlement be carried over into the next vacation year. This request must be made in writing and the Employer will not unreasonably deny such request.

ARTICLE 24 SAFETY AND HEALTH

24.01 The Employer agrees to maintain a Safety & Health Committee which shall meet quarterly during regular working hours. The Safety & Health Committee shall conduct safety tours of the Employer's operation. 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 may also attend these meetings. 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 posted on the bulletin board in each location for all employees to see. The Union office shall also be sent a copy of these minutes. 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.

24.02 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 24.01 above.

24.03 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.

24.04 **Medical Examinations**

All employees must undergo a thorough medical examination as a condition of continuing employment when stipulated by the Employer for a reason pertaining to the ability to perform their jobs. The examination shall be performed by a physician acceptable to the employee and the results shall be provided to the Administrator and to the employee and treated as confidential. The Employer will be responsible for paying all costs related to the acquisition of the examination and results, when they stipulate it must happen.

24.05 **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 employees who believe that they are being abused shall report this to their immediate supervisor or the Administrator and a Union Health and Safety Committee member.

24.06 Where an employee has their clothing, eyeglasses or personal property damaged during the performance of their duties as a result of the action of a client, the employee shall be reimbursed the cost of repair or 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. If purchased prior to twenty-four (24) months of the incident reimbursement shall be at seventy-five (75%) percent of replacement cost.

Where an employee has their vehicle vandalized or damaged during the performance of their duties as a result of the action of a client, the employee shall be reimbursed the cost of their deductible.

24.07 **No Working Short**

The Employer will make every effort to replace employees who are away from work for any reason within the financial means of the organization and availability of staff. The Employer will only make a decision to not fill a shift after consulting the affected location.

24.08 **Hepatitis “B” Vaccination**

The parties agree that the subject of Hepatitis “B” vaccinations and whether employees require them, will be the issue of discussion at joint Safety and Health Committee meetings and if deemed necessary by the committee or the Manitoba Workplace Safety and Health, Manitoba Family Services or Manitoba Health the Employer will pay for all Hepatitis “B” vaccinations that employees opt to receive.

ARTICLE 25 LEAVES OF ABSENCE

25.01 **Bereavement Leave**

- (a) An employee shall be granted bereavement leave of up to four (4) consecutive days when necessary, without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse, child, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, fiancé, niece, nephew or a permanent ward.

- (b) An employee shall be granted bereavement leave of up to two (2) consecutive days when necessary, without loss of regular wages, in the event of a death of the employee's aunt, uncle, guardian or former guardian. If the funeral referenced to in section (a) or (b) is more than two hundred (200) kilometers from the town of Virden, said employee is entitled to one (1) day with pay for travel time.

- (c) An employee may be granted up to one (1) day's leave of absence without loss of regular wages to attend a funeral as a pallbearer. The Employer shall not unreasonably deny such leave.

- (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. The Employer shall not unreasonably deny such leave.

- (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. The Employer shall not unreasonably deny such leave. Where bereavement leave would be without pay, an employee may utilize banked or vacation time if they have any.

- (g) **Upon written request an employee may use the days outlined in (a) or (b) above at a later date. The date must be specified and the Employer may ask for confirmation under certain circumstances.**

25.02 The Employer may grant employees a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient reason. Such request shall not be unreasonably denied. 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.

25.03

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 as amended from time to time. Such provision shall include the following:

Each employee

- (a) who has completed seven (7) months of employment for or with the Employer
- (b) who submits to the Employer an application in writing for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave, and
- (c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery, is entitled to and shall be granted maternity leave consisting of:
 - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date delivery is specified in the certificate mentioned in clause (c); or
 - (ii) a period of seventeen (17) weeks plus an additional period equal to the period before the date of delivery specified in the certificate in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. The employee returning to work after a maternity/parental leave shall provide the Employer with at least two (2) weeks' notice.

25.04 Maternity leave granted to an employee under subsection 25.03 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in 25.03(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

25.05

Parental Leave

Each employee

- (a) who

- (i) in the case of a female employee becomes the natural mother of a child
 - (ii) in the case of an employee becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
 - (iii) adopts a child under the laws of a province, and
- (b) who completes seven (7) months of employment with the Employer, and
 - (c) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave

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

25.06 **Commencement of Parental Leave**

Subject to subsection 25.07, parental leave must commence no later than the first anniversary date of the birth or adoption of the child, or of the date on which the child comes into the actual care and custody of the employee.

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

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

25.09 **Late Application for Parental Leave**

An employee who gives less notice than is required under Article 25.05 (c) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

25.10 **Jury/Court Leave**

Any employee who is summoned for jury duty/jury selection process or who receives a summons or subpoena to appear as a witness, in a Court of Law other than a proceeding occasioned by the employees conduct or affairs, shall be granted a leave of absence without loss of regular wages for the required period. All jury or witness fees received by the employee shall be remitted to the Employer. The employee will present proof of service and the amount of pay received.

25.11 **Family Responsibility Leave**

In the event of a medical appointment which the employee has not been able to schedule during non-working hours, a serious illness or injury occurring to/for an employee's family member the employee may utilize up to eight (8) days or sixty four (64) hours of accumulated paid sick leave entitlement per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of his or her ailing spouse, parent, child, step-parent, step-child, current foster child, sibling or in-laws. The Employer may request and if so, shall be provided with a medical certificate verifying the seriousness of the illness or injury and the time involved in order to establish eligibility under this article. An employee is also entitled to utilize up to three (3) days or twenty-four (24) hours of allowable unpaid leave for the employee to meet their family responsibilities in relation to a family member as outlined above, not necessarily related to illness or injury.

25.12 **Union Functions - Leave of Absence**

The Employer may grant leave of absence without pay to an employee for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence may be restricted to one (1) employee at any one time.

The Union agrees to notify the Employer in writing at least ten (10) calendar days prior to said functions.

25.13 **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.

25.14 **Negotiations Leave**

The Employer agrees to allow two (2) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this Collective Agreement. The Employer will pay the employees as if they were at work and will bill the Union for lost time reimbursement.

25.16 **Compassionate Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty-eight (28) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations and employees agree to complete all paperwork necessary to reduce Employer costs.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per article 25.01 of the collective agreement.

25.16 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in The Employment Standards Code. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with The Employment Standards Code and Regulations thereunder.

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

ARTICLE 26 GRIEVANCE PROCEDURE

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

26.02 **Step One:**

The grievor will first submit the grievance to the 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 Executive Director 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 Administrator or designate shall respond within ten (10) calendar days of receiving the written grievance.

26.03 **Step Two:**

If the matter is not resolved in Step One, the grievance must be forwarded to the Board of Directors through the Executive Director within ten (10) calendar days. The Board of Directors then make a recommendation to the Executive Director who shall meet with the employee and 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.

26.04 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.

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

ARTICLE 27 ARBITRATION PROCEDURE

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

1. Gavin Wood
2. Blair Graham
3. Colin Robinson
4. **Karine Pelletier**
5. **Michael Green**

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

Arbitrators shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) 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.

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

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

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

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

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

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

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

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

27.10 The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

ARTICLE 28 STATUTE REVISIONS

28.01 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in existence.

 The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration. In determining the wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

ARTICLE 29 DISCIPLINE

29.01 The Employer shall not discipline nor dismiss employees who have completed their probationary period except for just cause.

29.02 All employees shall, prior to the imposition of any form of discipline or discharge, be notified at a meeting with the Employer, Shop Steward of their choice and the Union Representative of the reasons for considering such action. The Shop Steward and Union Representatives attendance is dependant upon their availability within forty-eight (48) hours of notification. If either or both are unavailable within forty-eight (48) hours, the meeting will take place with an alternate steward or other bargaining unit member of the employee's choice.

29.03 The affected employee, the Shop Steward referred to in article 29.02, 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.

29.04 **Discipline**

- (a) Disciplinary notice will be removed from the employee's personnel file and returned to the employee in the presence of the Shop Steward or Union Representative after a period of eighteen (18) months from the date of latest infraction of such disciplinary notice and will not be used for any purpose, provided that the employee did not receive any similar type warnings or disciplines within the eighteen (18) month period. This period of eighteen (18) months shall not include periods of layoffs or leaves of absence without pay.

- (b) If the employee received warnings or discipline notices of similar types during an eighteen (18) month period, all such notices will be retained in their file for an additional twelve (12) months or up to a total of thirty (30) months for such disciplines.

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

29.06 In the event an employee is alleged to have abused a participant or resident of A.C.L. Virden they will be suspended with pay until an investigation is completed by Family Services. A.C.L. Virden will follow recommendations by Family Services regarding the alleged abuser's continued employment and the Union reserves its obligation to represent the employee. A copy of the Family Services reports and recommendations shall be supplied to the Union.

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

ARTICLE 30 EXPIRATION AND RENEWAL

30.01 This Agreement shall be in effect from July 1st, 2020 and shall remain in force until the expiry date of June 30th, 2022 and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

30.02 Where the parties fail to reach agreement on a revision of this Collective Agreement through good faith and direct negotiations and the conciliation meeting process under the Manitoba Labour Relations Act has been completely utilized then either party may, after ninety (90) days have elapsed following the termination date of this Collective Agreement, request that all outstanding issues not agreed upon in writing be submitted directly to arbitration as outlined in Article 27 of this Collective Agreement. Subject to a majority vote of the membership in attendance at a meeting called for this purpose, the parties agree that they will forego their rights to strike or lock out under the Manitoba Labour Relations Act.

This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Employer and the Union.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

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.

A-1.02 Unless otherwise specifically stated, all of the benefits shall apply to all employees in the bargaining unit except casual employees.

A-1.03 The Employer shall pay the full cost of all Health and Welfare benefits referred to in this appendix unless otherwise specifically stated.

A-1.04 The Employer shall ensure that all premiums are paid during an employees' sick leave, maternity leave or parental leave. Following the exhaustion of all sick leave benefits an employee may elect to continue their coverage of the benefit package provided the employee continues to pay the entire cost of their premiums during their leave period.

A-2 Sick Leave

A-2.01 Employees are only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury. Employees shall only be paid for such absences to the extent such employee has accumulated sick leave credits. Sick leave credits will only be paid for regularly scheduled shifts.

A-2.02 Sick Leave Credits for Dental and Medical Appointments

Employees not able to make medical or dental appointments during non-working hours will be allowed to attend such appointments and will be allowed to use sick leave credits up to a maximum of forty (40) hours per year.

- A-2.03
- i) Sick leave credits shall accumulate at the rate of six (6%) percent of regular hours paid to a maximum of four hundred (400) hours.
 - ii) Employees with eight (8) or more years of service shall accumulate sick leave credits at the rate of eight (8%) percent of regular hours paid to a maximum of six hundred (600) hours.
 - iii) Employees shall be notified in January and June of each year the number of sick leave hours they have accrued.

A-2.04 Employees may not claim sick leave pay until they have successfully completed their probationary period.

A-2.05 The Employer may require the employee to provide a medical certificate for any absence of three (3) days or more or when there is suspected abuse of sick leave, and may require a physical examination and medical report to determine the employee's ability to fulfill the requirements of the position. The Employer shall reimburse the costs of any medical certificate they request upon presentation of a receipt. A requirement to bring a note must be communicated to the employee during the time of their illness or the Employer waives the right to request such documentation from the employee.

A-2.06 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-2.07 Employees must notify the Central Registry of their inability to report for work due to illness or injury prior to the shift commencing. Each employee should record this on their time card.

A-2.08 Sick leave shall not be permitted while an employee is on any leave of absence.

A-2.09 Former full-time and part-time employees who revert to casual employment will retain their accumulated sick credits. These credits can only be taken if they return to permanent full-time or part-time positions or a term position exceeding two (2) weeks. Casual employees shall not accumulate sick credits.

A-3 Manitoba Food and Commercial Workers Dental Plan

A-3.01 The Employer agrees to make a direct contribution to the MFCW Dental Plan of thirty-nine (39¢) cents per hour (and up to an additional two (2¢) cents per hour per year thereafter if the Plan so requires to continue existing benefits, or improve the benefits, or go to the next dental fee schedule) for each hour of actual work in respect to all employees in the bargaining unit, excluding casual employees. Contributions shall include all hours worked and/or paid including sick pay, vacations and general holidays, and paid leaves of absence to a maximum of the basic work week.

A-3.02 Such contributions shall be forwarded to the trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-3.03 The Employer agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-3.04 The Employer agrees to contact the Dental Plan when an employee is absent from work for any significant duration.

A-4 Pension Plan

A-4.01 Effective as soon as administratively feasible after ratification, the Employer agrees to contribute sixteen (16¢) cents per hour into the Canadian Commercial Workers Industry Pension Plan for all employees in the bargaining unit, for all hours worked or paid (excluding overnight hours), including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week.

A-4.02 The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports, or information required by the Trustees of the Pension Plan. The Employer further agrees to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-4.03 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-4.04 The Employer agrees to contact the Pension Plan when an employee is absent from work for any significant duration.

A-4.05 Registered Retirement Savings Plan

Effective as soon as administratively feasible after ratification, the Employer will contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of sixty-five (65¢) cents for all employees in the bargaining unit, for all hours worked or paid (excluding overnight hours), including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

The employees will have the option to match the Employer's contribution on a voluntary basis through a payroll deduction administered by the Employer. The Union acknowledges that the Employer shall have no responsibility for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the union.

A-4.06 Contributions to the RRSP, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.

A-5 Life, Dependent Life and Accidental Death and Dismemberment Insurance Benefits

A-5.01 The Employer shall provide accidental death and dismemberment benefits and life insurance for their regular full-time and part-time employees and their eligible dependents, effective May 1, 2005 as follows. The cost of this benefit shall be borne entirely by the employee.

The Employer shall have the right to make arrangements for the replacement of the current benefits provided that benefit levels are maintained or improved and employees cost of premiums does not increase. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes. If there is to be a change to benefits or increases in employee's premiums costs the change shall be subject to discussion with the Union and a vote of the members.

Life Insurance:	\$25,000
Spousal Life Insurance:	\$5,000
Dependent Child Life Insurance	\$2,500
Accidental Death and Dismemberment	\$25,000

A-6 Extended Health Care Benefits

A-6.01 The Employer shall provide an extended health care benefit for all regular full-time and part-time employees and their eligible dependents. The costs per month of this benefit shall be shared equally by the Employer and the employee (**casual employees may choose extended health benefits provided they pay the entire premium with no cost to the employer**). Although participation is mandatory for all employees except those who have coverage through another plan, employees may elect to either have single coverage or family coverage. If coverage is not chosen, or if employees wish to change the level of their coverage from single to family coverage or vice versa, employees will be able to make that determination at any future time. If an employee chooses to have coverage at a future time they will be subject to the same six month waiting period to receive benefits as those who sign up at the inception of the Plan. A deductible of twenty-five (\$25) dollars for single coverage and fifty (\$50) dollars for family coverage will apply. Coverage will be administered in accordance with the rules and regulations of the plans which are more fully described in the plan benefit literature.

The Employer shall have the right to make arrangements for the replacement of the current benefits provided that benefit levels are maintained or improved and employees cost of premiums does not increase. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes. If there is to be a change to benefits or increases in employee's premiums costs the change shall be subject to discussion with the Union and a vote of the members.

By way of summary only, the major benefits of the plan are as follows:

Prescription Drug Benefits	80% of costs
<ul style="list-style-type: none">- Direct pay drug card will be provided- Pharmacy dispensing fee to be paid by the employee	
Practitioners	80% of costs/max \$300 per year per practitioner
<ul style="list-style-type: none">- Chiropractor- Masseur- Naturopath- Osteopath- Physiotherapy- Podiatrist- Psychologist- Speech therapist	
Vision Care	80% of costs/max \$150 per person/per 2 years
<ul style="list-style-type: none">- Visual training, eye exams, corrective lenses or contact lenses and laser vision correction	
Orthopaedic Shoes	80% of costs/max \$150 per person per year
Orthotics	80% of costs/max \$400 per person/per 3 years
Hearing Aids	80% of costs/max \$500 per person/per 5 years
Hospital Coverage	80% of costs
<ul style="list-style-type: none">- Applies to semi-private room and board	

Private Duty Nursing	80% of costs/max \$10,000 per year
Accidental Dental	80% of costs
Ambulance Coverage	80% of costs
Out of Country Referral	50% of costs/max \$3,000 per person/per 3 years
Out of Country Emergency	100% of costs/max \$1,000,000 per lifetime

APPENDIX "B"

WAGES

B-1 Classifications and Hourly Rates of Pay

Support Workers	Current	Effective (date of Rat)
		\$0.50
Start	\$14.41	\$14.91
1,000 Hours Worked	\$14.66	\$15.16
2,000 Hours Worked	\$14.89	\$15.39
4,000 Hours Worked	\$15.01	\$15.51
6,000 Hours Worked	\$15.16	\$15.66
8,000 Hours Worked	\$15.24	\$15.74
10,000 Hours Worked	\$15.41	\$15.91
Alternate		
Start	\$14.66	\$15.16
1,000 Hours Worked	\$14.91	\$15.41
2,000 Hours Worked	\$15.26	\$15.76
4,000 Hours Worked	\$15.26	\$15.76
6,000 Hours Worked	\$15.41	\$15.91
8,000 Hours Worked	\$15.49	\$15.99
10,000 Hours Worked	\$15.66	\$16.16
Coordinator		
Start	\$15.41	\$15.91
1,000 Hours Worked	\$15.66	\$16.16
2,000 Hours Worked	\$16.16	\$16.66
4,000 Hours Worked	\$16.26	\$16.76
6,000 Hours Worked	\$16.66	\$17.16
8,000 Hours Worked	\$16.74	\$17.24
10,000 Hours Worked	\$16.91	\$17.41
Overnight Workers	PMW	PMW

For the purpose of this Article, the above noted hours worked are only in relation to the wage scale progression and shall not affect seniority in any way.

If the funding available provided by Government increases during the term of this Agreement then the Employer agrees to a wage re-opener.

B-2 Overnight Shifts:

Any employee required to sleep over in the residence between the hours of 11:00 p.m. and 7:00 a.m. shall be paid the Provincial Minimum Wage hourly rate. For the purpose of this Article, all hours worked in overnight shifts shall not be included in the calculation of hours in Articles 15.01 and Articles 20.03 nor count as hours worked for the purpose of wage progression in Appendix B-1.

Health benefits, sick time benefits and pension benefits shall not apply for all hours worked in overnight shifts. Vacation pay for all overnight nights shall be paid out on each pay period.

Scheduling process:

All overnight shifts shall be scheduled by a shift bid based on overall seniority every three (3) months.

Round 1:

Employees shall be allowed to pick a maximum five (5) shifts per pay period at locations where they are trained at only.

Round 2 and subsequent rounds:

Should there be any shifts still available after all employees have had the opportunity to pick shifts in Round 1 then the remaining shifts shall be offered by order of overall seniority with a maximum of one (1) shift per employee per round at locations where they are trained at only until all available shifts have been picked.

Should an employee decide to voluntarily abandon all their shifts or be unable to work them as a result of pending disciplinary action then all available shifts shall be offered by order of overall seniority with a maximum of one (1) shift per employee at locations where they are trained at only until all available shifts have been picked.

B-3 Vehicle Allowance:

- (a) The Employer agrees to pay all premium charges which may be legally required or recommended by Manitoba Family Services over the basic all-purpose insurance cost for all employees required to provide their own vehicle.
- (b) The Employer agrees to reimburse employees for the cost of Class 4 driver's licenses where the Employer directs employees to obtain it.

- (c) Where the Administrator or her designate requests employees to utilize their own vehicle, the Employer agrees to reimburse such employees at the rate of forty-one (41¢) cents per kilometre with a minimum of four dollars (\$4.00) per trip. No employee shall be entitled to more than one (1) four dollars (\$4.00) minimum per day.
- (d) 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.

B-4 Long Service Premium:

Employees shall receive a long service premium as follows:

- Ten (10) years of service: - twenty-five cents (0.25) per hour
- Fifteen (15) years of service: - fifty cents (0.50) per hour inclusive of the previous twenty-five cents (0.25)
- Twenty (20) years of service: - seventy-five cents (0.75) per hour inclusive of the previous fifty cents (0.50)

Overtime will be paid at the employees' rate of pay plus time and one half as per 20.02. Long Service Premiums will only be paid on hours worked at straight time.

B-5 Retroactive Pay

All employees shall receive full retroactive pay to July 1, 2020, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

APPENDIX C

EDUCATION AND TRAINING TRUST FUND

- C-1 The Employer agrees to contribute two (2¢) cents per hour to the Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund, for all hours worked and/or paid to all employees.

Such contributions will be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period and accompanied by a detailed statement outlining the deductions made on behalf of each employee.

APPENDIX D

NO HARASSMENT POLICY

POLICY

The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. This policy extends to the conduct of employees and management but excludes supported people served by the organization. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and will not be tolerated.

The purpose of this policy is to:

- (a) foster a positive work environment;
- (b) promote awareness of each person's responsibility to treat others with dignity and respect in the workplace by refraining from behaviour that constitutes harassment;
- (c) prevent harassment from occurring, stop it where it has occurred, and ensure that it does not occur again;
- (d) provide a special procedure for resolving harassment complaints; and
- (e) inform employees of their rights and responsibilities under this procedure.

DEFINITIONS

- (a) Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises bullying, objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual.
- (b) Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, family status and disability or conviction for an offense for which a pardon has been granted.
- (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by the

individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions.

EMPLOYEE RIGHTS

The Employer's policy recognizes the right of employees:

- (a) to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal;
- (b) to be represented and accompanied by a person of their choice during the interviews related to their complaint;
- (c) to ensure that their written complaint, or written comments related to the fact that they have lodged a complaint, be excluded from their personnel files; and
- (d) to be kept informed throughout the process.

EMPLOYEE RESPONSIBILITIES

The Employer's policy with respect to employee responsibilities provides for employees:

- (a) to make known, if possible, their disapproval or unease to the offending individual immediately;
- (b) if the harassment does not stop, to consider speaking to their supervisor or their supervisor's supervisor;
- (c) to seek assistance immediately from the Employer and the Union if the above measures are not successful or circumstances make it difficult to take these measures;

- (d) if lodging a complaint, to describe in writing as clearly as possible the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and
- (e) to cooperate with all those responsible for dealing with the investigation of the complaint.

RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST

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

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a person of their choice during the interviews related to the complaint;
- (d) to receive fair treatment in an environment free of harassment and discrimination; and
- (e) to be kept informed throughout the process.

CORRECTIVE MEASURES

Where harassment has occurred corrective measures may include but shall not be limited to:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) permanent separation of the harasser and harassee through transfer of the former. Upon their own request, the harassee may be transferred to effect the permanent separation;
- (d) employee assistance services for the harassee or the harasser or both;
- (e) awareness sessions, training or counselling for supervisors and/or other employees;
- (f) directed changes to relationship practices or styles in the workplace;

- (g) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and

other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

if the harasser holds a management position outside of the bargaining unit, the allegations will be investigated jointly by a Union Representative not responsible for servicing this contract and a Board member chosen by the Board and corrective actions implemented by them.

APPENDIX E

BUMPING PROTOCOL

1. Bumping process will be implemented only if a position held by a unionized employee of ACL Virden is eliminated.
2. If a position is to be eliminated, ACL Virden 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 strictly by seniority.
4. In the case of closure of either a residence or a Day Program, administration will hold a general information/question meeting for employees of ACL Virden.
5. An employee whose position has been eliminated or has been bumped from a position they are currently in will be given a list of all positions held by employees with less seniority than themselves 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).
6. In the event an eliminated position is held by an employee with less seniority than all other employees that currently hold positions within ACL Virden, the employee will be given the choice of either being laid off or put on the casual list.
7. Employees will be given 48 hours from the time of notice by administration, to decide which position they will bump into. Should the employee not response within 48 hours, ACL Virden will recognize that the employee has chosen either to be laid off or move onto the casual list.
8. Employees must notify the Executive Director in writing of their decision to bump into a position. Administration will then notify affected employees by phone with a letter to follow.
9. 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).
10. 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).

11. 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 they are 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.
12. 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 Executive Director. This will help to eliminate rumors gossip, and misunderstandings.

APPENDIX F

RESTRUCTURING/CHANGE OF HOURS PROTOCOL

1. This process will be implemented only if the hours in a permanent position held by a unionized employee of ACL Virden are changed.
2. If a position is to be changed, ACL Virden will notify each location by memo, which position(s) are to be changed. At this time all employees who hold a permanent position in the work location will have the opportunity to choose the position they wish to fill.
3. Choosing of position is to be done strictly by seniority until there are no positions left to fill in that work location.
4. In the choosing process, should a senior employee opt to skip their 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 Executive Director in writing within 48 hours, ACL Virden will recognize that the employee has chosen to move to casual or resign.
6. Employees must notify the Executive Director in writing of their position choice. Administration will then notify affected employees by phone with a letter to follow.
7. After choosing a position, employees can either remain in that position, move to casual, or resign.
8. Notification 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 of the restructuring by phone and they will then have 48 hours to decide what position they will choose within their work location. The employee on sick or maternity/parental/compassionate care leave must contact the Executive Director by phone with their choice, with a letter in writing to follow thereafter. If an employee is on vacation during this process, the process will be put on hold until that employee returns to work and is notified.
9. Employees who, at the end of restructuring, are left without a permanent position are entitled to bump into another position at another work location. Please see the bumping protocol for more information.

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 bumping process. Any questions employees may have must be directed to the Executive Director. This will help to eliminate rumors gossip, and misunderstandings.

EXHIBIT ONE

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 Association for Community Living (Virden Branch) 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 agrees to provide new and rehired employees, at the time of employment, with a form letter supplied by the Union, outlining to employees their responsibility in regard to the payment of Union dues and initiation fees.”

“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.”

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

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

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

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