

**ASSOCIATION FOR  
COMMUNITY LIVING  
(Interlake Branch) Inc.**

FROM: May 3, 2020  
TO: March 31, 2022

# President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



**ASSOCIATION FOR COMMUNITY LIVING  
(Interlake Branch)  
INC.**

**INDEX**

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	6.06	5
Adverse Weather Policy	14.05	14
Appendices	31	39
Arbitration Procedure	26	34
Available Hours of Work	11.11	10
Banking of General Holidays	20.05	19
Bargaining Unit Information	6.05	5
Bereavement Leave	24.01	24
Bulletin Boards	6.09	6
Casual Employee, Definition of	2.03	2
Change Work Locations	11.13	11
Child Bearing Support Leave	24.11	27
Classifications and Hourly Rates of Pay	Appendix B-1	48
Classifications	29	38
Commencement of Parental Leave	24.06	27
Compassionate Care Leave	24.17	29
Conciliation/Mediation	33	40
Critical Illness of a Child Leave	24.19	30
Deduction of Union Dues	8	7
Deemed Fairness Provision	4	4
Definitions	2	2
Denial of Reclassification	29.05	38
Disappearance or Death of a Child Leave	24.20	31
Discipline	28	36
Domestic Violence Leave	24.18	29
Employee Assessments	6.07	5
Exhibit One	Form	55
Expiration and Renewal	34	40
Family Responsibility Leave	24.13	28
Family Service Funding	Appendix B-4	51
Family Services Investigation	28.02	36
Full-time Employee, Definition of	2.01	2
General Holiday Pay Calculation	20.02	18
General Holidays	20	18
General Leave without Pay	24.02	25
Government Wage Enhancement Fund	Ltr	54
Grievance Procedure	25	34

Health and Welfare Benefits	Appendix A	42
Health and Welfare Plan	Appendix A-3	44
Health and Wellness Benefit	Appendix A-5	47
Hepatitis “B” Vaccination	23.07	24
Hours of Work	14	14
Incremental Increases	Appendix B-6	52
Job Postings	12	11
Joint Advisory Committee	5	4
Jury/Court Leave	24.12	28
Laid Off Employees Preference	11.12	11
Late Application for Parental Leave	24.09	27
Late Arrivals Due to Weather Conditions	14.05(c)	15
Layoff, Definition of	2.05	2
Leave of Absence “Full-time Union Duties”	24.15	28
Leaves of Absence	24	24
Management Rights	3	3
Masculine or Feminine Gender, Definition of	2.06	3
Maternity Leave/Parental Leave	24.03	25
Meal and Rest Periods	17	16
Minimum Training/Orientation	13.03	13
Nature of the Bargaining Unit	1	1
Negotiations Leave	24.16	28
New Classifications	21.02	19
Night Shift (Awake and Sleep)	Appendix B-2	51
No Violence or Abuse	23.04	23
No Working Short	23.06	24
Notice (Change of Employment Status Full-time to Part-time)	11.09	10
Notice of Layoff	11.08	10
Notice of Shift Change	15.05	16
Notice of Termination/Severance Pay/Job Loss Assistance	32	39
Organ Donation Leave	24.21	32
Outside Bargaining Unit Seniority Retention	11.02	8
Overtime When Paid	19.03	17
Overtime	19	17
Parental Leave	24.05	26
Parental Leave in Addition to Maternity Leave	24.07	27
Participant, Definition of	2.08	3
Part-time Employee, Definition of	2.02	2
Pay for Time Worked on General Holiday	20.04	19
Payment for Meeting Attendance	18	17
Plural and Singular, Definition of	2.07	3
Posting of Vacant Positions	12.01	11
Posting of Work Schedules	15	15
Previous Experience	21.03	19
Probationary Period	10	7
Process for Addressing Concerns of Managers or Residential		

Coordinators Working With Support Workers In Residences	Appendix C	53
Qualifications	29.01	38
Reclassifications	29.04	38
Recognition of Stewards	6.02	5
Registered Retirement Savings Plan	Appendix A-4	46
Reinstatement of Employee	24.10	27
Related Fields	29.02	38
Relieving Rates of Pay/Temporary Assignments	30	39
Reporting Pay/Call-in Pay	14.03	14
Resident, Definition of	2.09	3
Return to Former Position	12.03	12
Safety and Health Committee	23.01	23
Safety and Health	23	23
Selection Process for Vacant Position	12.02	12
Seniority Layoff – Recall	11.07	10
Seniority	11	8
Sick Leave Credits for Dental and Medical Appointments	Appendix A-2.02	43
Sick Leave	Appendix A-2	42
Statute Revisions	27	36
Strikes and Lockouts	9	7
Team Leaders – On Call/Phone Calls Outside of Regular Schedule	Appendix B-1.02	49
Term Employee, Definition of	2.04	2
Time Sheets	16	16
Training	13	13
Union Functions – Leave of Absence	24.14	28
Union Representative’s Visits	6.08	5
Union Rights and Activities	6	4
Union Shop	7	6
Utilization of Part-time	11.10	10
Vacation Entitlement	22.02	20
Vacation Pay – When Paid	22.08	22
Vacation Scheduling	22.09	22
Vacation/General Holiday	22.07	22
Vacations	22	20
Vehicle Allowance	Appendix B-5	51
Wages	Appendix B	48
Wages, Pay Days	21	19
Weekend Premium	Appendix B-3	51

**EXPIRY DATE: March 31, 2022**

**AGREEMENT BETWEEN:**

**ASSOCIATION FOR COMMUNITY LIVING, (Interlake Branch) Inc.**, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

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

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE 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 Support Workers and Apartment Counsellors employed by the Association for Community Living (Interlake Branch) Inc., in the Town of Stonewall, Province of Manitoba, pursuant to Certificate No. MLB-5965.

1.02 Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available, willing and capable of performing the normal functions of the job requirements. This clause will not prevent the direction, instruction or training of bargaining unit members, assistance of volunteers not displacing bargaining unit members or emergency aid when safety of client or employee is affected.

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

## **ARTICLE 2      DEFINITIONS**

### **2.01      Full-time Employee**

Full-time employee means an employee who is normally scheduled to work not less than thirty-five (35) hours of work per week.

### **2.02      Part-time Employee**

Part-time employee means an employee who is normally scheduled to work less than thirty-five (35) hours per week.

### **2.03      Casual Employee**

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

### **2.04      Term Employee**

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

### **2.05      Layoff**

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, and vice versa, wherever applicable.

2.07 **Plural and Singular**

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

2.08 **Participant**

When the word “participant” is used in relation to the workshops it shall mean a vulnerable person participating in a training program.

2.09 **Resident**

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

**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;

- (d) the right to change location of a shift to accommodate operational needs and avoid working short, providing the shift be within previously scheduled hours and staff is currently trained at said location.

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

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

#### **ARTICLE 4 DEEMED FAIRNESS PROVISION**

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

#### **ARTICLE 5 JOINT ADVISORY COMMITTEE**

5.01 A Joint Advisory Committee shall operate during the term of this agreement consisting of one (1) employee representative from each location and up to an equal number of employer representatives who shall meet at least once every six (6) months to discuss working conditions, economy of operation, quality and quantity of service, safety and health, workplace stress, violence and abuse prevention, and other matters to promote an ongoing harmonious relationship between the Employer and its employees. The Joint Advisory Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings. All time spent attending Joint Advisory Committee meetings by employees shall be considered time worked but time spent at "pre-meetings" will not be considered time worked.

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

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

6.02                    **Recognition of Stewards**

The Employer agrees to recognize up to four (4) Shop Stewards as selected or appointed by the Union. Shop Stewards will be permitted to wear shop steward badges providing it does not pose a potential danger to the resident/client.

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 in January of every calendar year and anytime amendments are made.

6.06                    **Access to Personnel File**

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

6.07                    **Employee Assessments**

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

6.08                    **Union Representative's Visits**

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 residents/participants.

6.09 **Bulletin Boards**

The Employer shall provide bulletin board space for the use of the Union at each Employer work location upon which the Union may post notices relating to matters of interest to the employees.

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

**ARTICLE 7 UNION SHOP**

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

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

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

## **ARTICLE 8 DEDUCTION OF UNION DUES**

8.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

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

## **ARTICLE 9 STRIKES AND LOCKOUTS**

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

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

## **ARTICLE 10 PROBATIONARY PERIOD**

10.01 A new employee must serve a probationary period of four hundred and eighty (480) actual hours worked from their date of hire. After two hundred and forty (240) actual hours worked from date of hire, management will meet with the probationary employee to review job performance to date. A new employee shall upon

completion of their probationary period have their seniority back dated to their latest date of hire.

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

10.02 Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement. Any termination of a probationary employee shall be deemed to have been for just cause.

## **ARTICLE 11 SENIORITY**

11.01 Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed their probationary period. If employees begin work or are hired on the same date, seniority ranking shall be determined from their date of application to the Employer. If the date of application is the same, the ranking shall be established using their birth date, defined for these purposes as the month and day.

### **11.02 Outside Bargaining Unit Seniority Retention**

Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation. Employees accepting a term or temporary position outside the bargaining unit will continue to accumulate seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation.

11.03 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.

A casual employee shall be terminated if they decline three (3) offers of shifts within a six (6) month period unless they are working in another location of the Employer, are ill or have a justifiable reason acceptable to the Employer.

Each casual employee shall be required to submit an availability schedule to the Employer which includes any medical restrictions and amend it anytime such availability changes. This schedule shall be accessible to the pager person.

11.04                    **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).**

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

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

- (a) the employee resigns or is discharged by the Employer and is not reinstated through the grievance and/or arbitration articles of this Agreement;
- (b) if the employee is laid off for a period in excess of twelve (12) months; or
- (c) the employee fails to return to work on recall within fourteen (14) calendar days of a registered letter being sent to his/her latest recorded address on file with the Employer or within three (3) days of direct contact with a management representative of the Employer unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate; or
- (d) the employee is absent from work without an explanation acceptable to the Employer for a period of two (2) or more consecutive **scheduled** working days; or
- (e) the employee fails to return to work on the day specified in accordance with an approved leave of absence including vacation or suspension unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate.

11.07                    **Seniority Layoff - Recall**

Employees will be laid off or reduced to part-time when necessary in reverse order of seniority providing the senior employee possesses the required qualifications and demonstrated ability to perform the necessary job functions after a thirty (30) day familiarization period. 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.

11.08                    **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.

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

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

11.10                    **Utilization of Part-time**

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

11.11                    **Available Hours of Work**

- (a) Full-time and part-time employees will be hired for permanent shifts.
- (b) Part-time and casual employees will notify the Employer in writing of any restrictions to their availability.
- (c) Employees within the same job classification shall be offered available shifts caused by absences or short-shifting by seniority within their classification first at their work location.
- (d) Employees from other work locations shall be offered available shifts caused by absences or short-shifting by seniority if no employee from the work location is available to work the required shift, providing they are capable of performing the work (have the necessary training and minimum qualifications).

- (f) Part-time employees shall be scheduled available hours over casual employees providing it does not result in any overtime payment.
- (g) Generally, increases in available shifts in any residence will be offered by seniority within each residence. The exception to this is the temporary or permanent closing of a residence or if the relocation of a resident to another existing residence decreases shifts available in one residence and increases them in the other, the affected employees in the residence with the decreased shifts will be offered the newly available shifts at the other location before those shifts are offered to any junior employees in that location. In the case of temporary closure or partial closure of a residence, affected employees may, at their discretion, choose to take vacation, use their banked time (overtime or general holidays), or take the time off without pay.

11.12                    **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.

11.13                    **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.

Whenever a change in location is being contemplated for any of the above noted reasons, a meeting shall take place with the Union representative and the employee or employees 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 an employee or employees, the Union Representative will be advised in writing.

**ARTICLE 12            JOB POSTINGS**

12.01                    **Posting of Vacant Positions**

The Employer shall post notices of vacant positions 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. Any employees on vacation or leave shall be notified via email upon individual request.

The position will be awarded within five (5) 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 within four (4) weeks from the date the position was awarded. 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 application forms which clearly state the closing date for submitting applications to the Employer. The union representative will be sent copies of each posting on the day it is posted and the results of each posting on the day it is awarded.

12.02                    **Selection Process for Vacant Position**

Seniority shall be the governing factor in making a selection for a vacant position, with the exception of Team Leader positions, 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 consistent with Article 12.03, Return to Former Position, herein. For Team Leaders positions, qualifications and previous experience shall be the governing factors if the candidates for said positions have less than one (1) year difference in seniority. If the difference is greater than one (1) year then seniority shall become the governing factor.

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.

12.03                    **Return to Former Position**

If within twenty (20) shifts worked from the date the employee commenced work in their new position, 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 former rate of pay without loss of seniority. Any other employee affected may also be returned to their former position and former rate of pay without loss of seniority and with as much notice as operationally feasible. If requested by either party, the Union and the Employer may mutually agree to extend the familiarization period by five (5) days.

12.04                    Temporary positions of one (1) month or more which are the result of an employee being on an approved leave of absence, sick or disabled shall be posted in accordance with Article 12.01, Posting of Vacant Positions, above and identified as temporary in nature. When the temporary position is over the employee shall return to their former position. Any subsequent temporary vacancy that results in

this type of posting need not be posted by the Employer. If subsequent temporary vacancies are not posted they will be filled in accordance with Article 11.11, Available Hours of Work.

12.05 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 13 TRAINING**

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

### **13.02 Training**

Where the Employer compels an employee to attend a conference, workshop or seminar, the employee shall suffer no loss of regular pay for their attendance, and if attending on their day off, they shall be paid for all time spent in the actual conference, seminar, or workshop, plus travel time 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 twenty dollars (\$20.00).

### **13.03 Minimum Training/Orientation**

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

- a minimum of twenty-five (25) hours (including the basic orientation of up to three (3) hours) at each residence, including the Arris Centre, at which the employee works or may be required to work.

Part-time employees who have expressed their desire, in writing, to occasionally work at other locations will receive training/familiarization at those locations as required by the Employer.

Full-time employees will be given a reasonable training period when going into a different location.

During training an employee will not be solely responsible for any clients, and shall be on duty primarily for training purposes.

Orientation will be conducted according to the Community Living Interlake Policy, and the checklist will be completed for each employee. Where matters of concern arise, they may become agenda topics for the Joint Advisory Committee.

## **ARTICLE 14        HOURS OF WORK**

14.01                The regular hours of work shall not exceed an average of twelve (12) hours per shift or eighty (80) hours in a two (2) week period.

14.02                It is understood that the regular bi-weekly hours of work do not apply where an employee acts as a companion to a 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.

### 14.03                **Reporting Pay/Call-In Pay**

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

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

### 14.05                **Adverse Weather Policy**

- (a) All Day Program employees scheduled to work will be expected to come to work. Day Program staff may be asked to work at another location to ensure coverage of residential individuals who cannot be left alone. The affected employee will then be provided a day off with pay in lieu, which shall be scheduled within two (2) pay periods.

All Residential Program employees scheduled to work will be expected to come to work unless the employee is physically unable to attend work due to adverse weather conditions.

- (b) If an employee decides not to travel to work due to weather conditions, they will not be paid unless in the event of a road closure. Should this occur, the Employer will make reasonable efforts to reschedule missed shifts without incurring overtime.
- (c) **Late Arrivals Due to Weather Conditions**

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

14.06 In any bi-weekly pay period employees will be scheduled two (2) consecutive days off.

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

## **ARTICLE 15 POSTING OF WORK SCHEDULES**

15.01 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.

15.02 No employee who is ill, on vacation or on an authorized leave of absence will be required to find a replacement suitable to the Employer for their scheduled shifts during such period. In cases where the Employer authorizes an employee to give away a shift temporarily, the Employer shall ensure that Article 11.11 is followed.

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

15.04 An employee who is ill, must contact their immediate supervisor or their work location as soon as possible prior to the commencement of their scheduled shift.

## **15.05                    Notice of Shift Change**

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

## **ARTICLE 16            TIME SHEETS**

16.01                    The Employer shall provide time **records** to enable employees to record their required hours worked for payroll purposes.

16.02                    Time **records** shall be retained by the Employer for a minimum of three (3) years in the event verification is required as to hours worked or paid and shall be made available to the Union upon request in conjunction with a grievance.

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

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

17.02                    Meal and rest periods are paid time. However, employees at the Day Program, Scheduling Clerks, and Team Leaders working an Administration Day can arrange to take up to an hour of unpaid time off at lunch providing there is sufficient supervision for clients.

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

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

## **ARTICLE 18            PAYMENT FOR MEETING ATTENDANCE**

18.01            Where the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting shall be considered time worked, in accordance with Article 14.03 Reporting Pay/Call-In Pay, and compensated at the applicable rate of pay.

## **ARTICLE 19            OVERTIME**

19.01            It is recognized by the parties that overtime shall be required as a condition of employment and may only be authorized by the employee's immediate Supervisor/On-Call person.

19.02            Overtime will be compensated by paying the employee one and one-half (1½) times the employee's regular hourly rate.

Equivalent paid compensatory time off shall, at the option of the employee, be given in lieu of overtime pay up to a maximum of forty (40) hours to be taken at a time mutually agreed upon between the employee and the Employer. (Example: If an employee works one hour of overtime, such employee may choose to be paid the one and one half hours of overtime pay in that pay period or may choose to bank one and one half hours to be taken and paid at their regular rate of pay at a mutually agreed upon time.)

Employees shall be allowed to accumulate such compensatory time off to be used in the calendar year it has been accrued or it shall be paid out by December 15th in that year.

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

### 19.03            **Overtime When Paid**

Overtime will be compensated for all authorized hours worked in excess of the regular scheduled work day, where the regular scheduled work day is a minimum of eight (8) hours per day, or, where the employee works in excess of their normally scheduled shift which is more than eight (8) hours per day or eighty (80) hours biweekly.

19.04            Overtime shall be offered in order of seniority in accordance with the provisions set out in Article 11.11, Available Hours of Work, 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

for which they have been familiarized/trained. Employees will be provided training consistent with Article 13.04, Minimum Training/Orientation. In the event of an emergency, it is understood that the employee on duty may be required to work the overtime.

## **ARTICLE 20      GENERAL HOLIDAYS**

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

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

as well as any holidays observed by The Town of Stonewall, Provincial or Federal government.

### 20.02                      **General Holiday Pay Calculation**

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

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

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

- part-time and casual employees shall receive general holiday pay based on one fifth (1/5<sup>th</sup>) of their average weekly hours calculated using their hours worked in the four (4) weeks immediately prior to the general holiday;

- full-time employees will be paid their regular days' pay for each general holiday. Example: If their regular daily shift is 8 hours they will be paid eight (8) hours; if their regular shift is twelve (12) hours, they will be paid 12 hours.

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

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

20.05 **Banking of General Holidays**

Employees shall have the option of banking up to five (5) 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 must be taken by March 31st or be paid out to the employee at that time. Days taken as equivalent time off shall be by mutual agreement between the Employer and employee.

20.06 If the general holiday falls on a day a full-time employee is not scheduled to work, such employee will be paid their general holiday pay at that time or, at the employee's request, be scheduled an additional day off, with pay, at a later date as mutually agreed between the employee and the Employer.

**ARTICLE 21 WAGES**

21.01 The Employer agrees to pay wages to employees on a bi-weekly basis 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 Friday midnight in the week preceding the Friday pay day. Where the Employer determines that operational circumstances permit, pay cheques shall be made available to employees on the Thursday immediately preceding the Friday payday.

21.02 **New Classifications**

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

21.03 **Previous Experience**

Persons who have 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 three (3) years.



**ARTICLE 22      VACATIONS**

22.01                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. 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.

**Vacation Entitlement**

- A)    **Vacation Entitlement – Full-time:** Full-time employees who have, as of March 31<sup>st</sup>, completed a full year’s service shall be entitled to vacation with pay as follows:
  - i.     two (2) weeks after one (1) year or more continuous service;
  - ii    three (3) weeks after three (3) years or more continuous service;
  - iii.   four (4) weeks after eight (8) years or more continuous service;
  - iv.    five (5) weeks after eleven (11) years or more continuous service;
  - v.     six (6) weeks after fifteen (15) years or more continuous service;
  
- B)    **Vacation Entitlement – Part-time:** Part-time employees, working an average of greater than fifteen (15) hours per week, shall be paid vacation as follows:
  - i.     after one (1) year or more of service by March 31st, four percent (4%) of gross wages earned in the qualifying year excluding overtime;
  - ii.    after three (3) years or more of service by March 31st, six percent (6%) of gross wages earned in the qualifying year excluding overtime;
  - iii.    after eight (8) years or more of service by March 31st, eight percent (8%) of gross wages earned in the qualifying year excluding overtime;

- iv. after eleven (11) years or more of service by March 31st, ten percent (10%) of gross wages earned in the qualifying year excluding overtime;
- v. after fifteen (15) years or more of service by March 31st, twelve percent (12%) of gross wages earned in the qualifying year excluding overtime;

Such part-time employees shall be entitled to the same number of weeks vacation time as per the full-time employees entitlement found in 22.02(A), Vacation Entitlement – Full-time, but it is understood and agreed that payment during that period of time shall be restricted to the vacation pay percentage amount.

Vacation pay for each week of vacation for full-time employees shall be equal to the percentage of gross annual earnings in the immediately preceding twelve (12) months, or shall equal to the regular weekly rate of pay of the individual employee effective immediately prior to the vacation period, whichever is the greater. “Earnings” include, but are not limited to wages, premiums, the previous years’ holiday and vacation pay, and sick leave.

Continuous service is calculated based on a person’s latest date of hire or rehire with the employer. Affected employees will have their vacation pay and entitlement recalculated as per date of hire for the 2010—2011 vacation year and thereafter.

- C) In recognition of length of service, each employee shall receive an additional week (2%) of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (ie. 25th, 30th, 35th, etc). Such week shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

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

22.04 No vacation shall be earned during any period of unpaid leave of absence which exceeds thirty (30) calendar days in a vacation year.

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

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

22.07                    **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 they been working.

22.08                    **Vacation Pay - When Paid**

- (a) An employee shall be paid their vacation pay as if the employee had remained at work.
- (b) Term employees, casual employees and part-time employees shall be paid their vacation pay on each paycheque at a percentage rate corresponding to the vacation schedule in 22.02, Vacation Entitlement, unless they have chosen, in writing, 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 April 30th of each year. Banked vacation pay accumulations shall be itemized and issued to each employee quarterly, as a separate document with their paycheques, on the first payday in January, April, July and October each year.

22.09                    **Vacation Scheduling**

- (a) The Employer shall be responsible for posting the vacation entitlement list by February 15th of each year. The vacation entitlement list shall reflect each employees projected vacation entitlement as at March 31<sup>st</sup> of that year.
- (b) The employee shall be responsible to indicate preference of vacation dates by March 31<sup>st</sup> of that year.
- (c) Provided that operational needs are met, the Employer will give priority according to seniority.

The approved vacation schedule shall be posted no later than April 30<sup>th</sup>.

- (d) Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their choice. Any vacation requests after March 31st will be awarded on a first come first served basis taking into account the operational needs.

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

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

## **ARTICLE 23 SAFETY AND HEALTH**

### **23.01 Safety and Health Committee**

The Employer agrees to a Safety & Health Committee which shall meet quarterly during regular working hours. The Safety & Health Committee 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 and the Employer's Consultants may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be 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.

23.02 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 23.01, Safety and Health Committee, above.

23.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

### **23.04 No Violence or Abuse**

The Employer and the Union agree that no form of violence or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that they are being abused shall report this to their immediate supervisor or the Administrator and a Union Health and Safety Committee member.

23.05 Where an employee has their clothing or eyeglasses damaged during the performance of their duties as a result of the action of a client, the employee shall be reimbursed at full replacement cost providing that the item is damaged beyond repair and has been purchased within twenty-four (24) months of the incident. Proof of purchase is required to be submitted to the Employer. In all other cases reimbursement shall be at seventy-five (75%) percent of replacement cost.

23.06 **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.

23.07 **Hepatitis “B” Vaccination**

The parties agree that the subject of Hepatitis “B” vaccinations and whether employees require them, is covered under the joint Safety and Health Committee recommendations as follows:

- Hepatitis “B” vaccinations will be offered to employees on an optional basis.
- The Employer will pay for these vaccinations for staff with one (1) or more years of service
- If employees with less than one (1) year of service opt to receive the vaccinations, they will pay for them directly. Once an employee who has paid for their vaccination reaches one (1) year of service, the Employer will reimburse her for that cost.

Where it can be established that an employee contracts a medical condition related to workplace conditions, the Employer agrees to provide or reimburse employees for any required or recommended medical interventions (e.g. - medications or treatments) that the employees opt to receive.

**ARTICLE 24 LEAVES OF ABSENCE**

24.01 **Bereavement Leave**

- a) An employee shall be granted bereavement leave of up to five (5) working days which can be taken non-consecutively if needed without loss of regular wages, in the event of the death of the employee’s father, mother, brother, sister, spouse, (including common law spouse or partner), child, stepparent, stepchild, son-

in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, guardian or former guardian, grandparent, grandchild, fiancé(e) or any relative with whom the employee resided as a minor.

- b) An employee shall be granted bereavement leave of up to three (3) working days which can be taken non-consecutively if needed, without loss of wages, in the event of a death of the employee's niece, nephew, aunt or uncle. If the funeral referenced to in section (a) or (b) is more than two hundred (200) kilometres from the town of Stonewall, said employee is entitled to one (1) day without pay for travel time.
- c) An employee may be granted up to one (1) day's leave of absence without loss of regular wages to attend a funeral as a pallbearer, but it is understood and agreed that any such day would not be in addition to the days noted in (a) and (b) above.
- d) The Employer may grant an employee up to one (1) day, with pay, to be a participant in a funeral service, i.e. eulogy.
- 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.

24.02 **General Leave Without Pay**

The Employer may grant an employee a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient reason. Such request shall not be unreasonably denied. Upon written request from the employee, shop steward or Union Representative, the Employer agrees to provide in writing the reasons for denying any such request.

24.03 **Maternity Leave/Parental Leave**

Maternity and parental leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of the Employment Standards Code 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.

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

24.05 **Parental Leave**

Each employee

- (a) who
  - (i) becomes the natural parent of a child or assumes actual care and custody of his newborn child, or
  - (ii) 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.

24.06                    **Commencement of Parental Leave**

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

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

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

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

**Late Application for Parental Leave**

An employee who gives less notice than is required under Article 24.05 (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.

24.10                    **Reinstatement of Employee**

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

**Child Bearing Support Leave**

Each employee shall be granted a one (1) day child bearing support leave of absence with pay which shall be taken within seven (7) calendar days following the birth of the child. Said employee shall also be entitled to an additional seven (7) calendar days off, without pay, if so desired. Child bearing support leave shall be in addition to any parental leave the employee may be entitled to.



24.12                    **Jury/Court Leave**

Any employee who is summoned for jury selection, jury duty or who receives a summons or subpoena to appear as a witness, in a Court of Law other than a proceeding occasioned by the employee's 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. The Employee will be expected to report to the Employer in the event that the proceedings are cancelled on a given day. The Employer reserves the right to request written confirmation that the employee has been summoned for jury selection.

24.13                    **Family Responsibility Leave**

In the event of a medical or dental appointment which the employee has not been able to schedule during non-working hours and/or a serious illness or injury occurring to/for an employee's spouse, parent, child, or other family member as defined in the Manitoba Employment Standards Code, the employee may utilize up to hours of accumulated sick leave entitlement per calendar year to attend to such family responsibilities based on the guidelines outlined in Appendix A-2.03. The Employer may request and if so, shall be provided with verification of the appointment, certificate of illness or injury and the time involved in order to establish eligibility under this article.

24.14                    **Union Functions - Leave of Absence**

The Employer **will** 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 twenty-one (21) calendar days prior to said functions. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

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

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

24.16                    **Negotiations Leave**

The Employer agrees to allow two (2) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this Collective Agreement, providing the employees are not from the same work location, and where operational requirements permit. Employees on such leave will be paid by

the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

24.17                    **Compassionate Care Leave**

In the event an employee has a family member or a person like family, who is terminally ill, such employee may request time off for compassionate care purposes, to provide care and support for the terminally ill person and if so, shall be granted a leave of absence or absences which shall not exceed twenty-eight (28) weeks in total in accordance with legislation in the Province of Manitoba.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance funds.

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 24.01, Bereavement Leave, of this collective agreement.

24.18                    **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.
- (b) Employees may use Domestic Violence Leave to:
  - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
  - (ii) obtain services from a victim services' organization;
  - (iii) obtain psychological or other professional counselling;
  - (iv) temporarily or permanently relocate to a safe place;
  - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.
- (c) There are two (2) parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take

up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

- (d) Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.19

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

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

- (a) Employees must have completed at least thirty (30) days' employment, and are:

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

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

- (b) Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

24.20

#### **Disappearance or Death of a Child Leave**

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died

as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

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

24.21

#### **Organ Donation Leave**

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

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

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

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

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

**Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).**

## **ARTICLE 25            GRIEVANCE PROCEDURE**

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

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

### 25.02            **Step One:**

An employee will first submit their grievance to a Shop Steward or Union Representative, who shall then submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance to the 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.

### 25.03            **Step Two:**

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

25.04            The Employer or the Union may initiate a grievance within ten (10) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to arbitration.

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

## **ARTICLE 26            ARBITRATION PROCEDURE**

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

- (a) Gavin Wood
- (b) Blair Graham
- (c) Colin Robinson
- (d) **Karine Pelletier**
- (e) **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.

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) 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.

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

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

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

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

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



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

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

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

## **ARTICLE 27 STATUTE REVISIONS**

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

## **ARTICLE 28 DISCIPLINE**

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

### **28.02 Family Services Investigation**

In the event an employee is alleged to have abused a participant or resident of Association for Community Living – Interlake Branch either physically, psychologically or financially, sincere effort will be made to expedite the investigation process. A copy of the Family Services reports and recommendations shall be supplied to the Union. The Union reserves its right to grieve.

28.03 Prior to the imposition of any form of discipline or discharge, an employee shall be notified, at a meeting with the Employer, Shop Steward of their choice and the Union Representative, of the reasons for considering such action. The

Shop Steward and Union Representatives attendance is dependent upon their availability within twenty-four (24) hours of notification. If either or both are unavailable within twenty-four (24) hours, the meeting will take place with an alternate steward or other bargaining unit member of the employee's choice.

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

28.05 **Discipline**

Except in matters of discipline resulting from inappropriate actions/behaviour from staff toward vulnerable persons in care, 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.

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

Discipline resulting from inappropriate actions/behaviour as outlined herein will remain on the employee's personnel file for the duration of their employment.

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

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

28.08 Upon request, an employee shall be entitled to have a shop steward present if called to a meeting with management to discuss work performance.

**ARTICLE 29 CLASSIFICATIONS**

29.01 **Qualifications**

An employee who has a high school education and little or no related experience will be classified Support Worker 1.

An employee who has a high school education plus a Developmental Services Workers (DSW) Certificate or two (2) years experience in the field and a minimum of one (1) year of post secondary education in a related field or equivalent (three hundred (300) hours completed in approved courses) or a minimum of two (2) years post secondary education in a related field and some related experience, or four (4) years experience in a related field will be classified as Support Worker 2.

29.02 **Related Fields**

Related fields of education may include, but are not restricted to the following examples:

- |  |                       |
|--|-----------------------|
| Disability and Community Support Program | Child Care            |
| Education                                | Developmental Studies |
| Human Ecology                            | Psychology            |
| Psychiatric Nursing                      | Social Work           |
| Nursing                                  | Health Care Aide      |
| Home Care Attendant                      | Teacher's Aide        |
| Social Services (Example: Youth Worker)  |                       |

29.03 Any expansions, changes or exemptions to the definitions outlined above shall be brought forward to the Joint Labour Advisory Committee. If consensus is not reached at Joint Labour Advisory Committee the expansion, changes or exemptions will be resolved by the parties during bargaining.

29.04 **Reclassifications**

Support Worker 1 employees shall be reclassified to Support Worker 2 following two (2) years employment with Association for Community Living (Interlake Branch). All reclassification reviews and outcomes shall be presented to the Joint Advisory Committee for discussion.

29.05 **Denial of Reclassification**

Any employee whose reclassification is denied shall receive the reasons for the denial in writing from the Employer and shall have the right to grieve and have the matter arbitrated on its merits.

**ARTICLE 30 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

30.01 If the Employer requires an employee to perform the normal requirements of a higher classified position, the employee shall receive an additional one dollar **and fifty cents (\$1.50)** per hour for all hours worked in such position.

30.02 Any employee who is temporarily assigned or called-in to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed. Should an employee voluntarily requests a shift in a lower paying classification to top-up his/her hours then said employee shall receive the pay rate of such classification.

**ARTICLE 31 APPENDICES**

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

**ARTICLE 32 NOTICE OF TERMINATION/SEVERANCE PAY/JOB LOSS ASSISTANCE**

32.01 **Notice of Termination/Severance Pay**

In accordance with the Employment Standards Code, the notice period for terminating the employment of an employee is the applicable notice period set out in the following table for the employee's period of employment with the employer:

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

In the event the Employer does not provide the appropriate notice as outlined above, the Employer will pay each affected employee wages equal to what such employee would normally have earned during the notice period based on the average weekly earnings for such employee in the fifty-two week period immediately prior to date notice was provided.

Employees who have worked for the Employer for more than thirty (30) days but less than one year must give at least one (1) weeks' notice before they

plan to leave work. After employees have completed one (1) full year of employment with the same Employer, at least two (2) weeks notice is required. The Employer will not withhold wages from employees who end employment without notice.

### **ARTICLE 33            CONCILIATION/MEDIATION**

**33.01**            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.

**33.02**            If the parties cannot resolve the grievance through the grievance procedure, the matter shall be referred to a mutually acceptable mediator in a further attempt to resolve the grievance. If the matter is not resolved through direct mediation, the mediator shall provide a written report outlining their view of the matter and make recommendations for a resolution. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her suggested recommendations to the matter in dispute. All expenses and fees that may be incurred by such mediator and which are not paid by another source, shall be borne equally by the Employer and the Union. If a satisfactory resolution cannot be reached through this process, then upon request of either party the matter may then be referred to an Arbitrator selected in accordance with Article 25.

### **ARTICLE 34            EXPIRATION AND RENEWAL**

**34.01**            This Agreement shall be in effect from **April 1st, 2020** and shall remain in effect until March 31, 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 of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

**34.02**            When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE 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 in A-3, Health and Welfare Plan.

A-1.02 Unless otherwise specifically stated, all of the benefits shall apply to all employees in the bargaining unit except casual employees. Employees may opt out of the Dental and Extended Health Care coverage only, if they are receiving coverage from another Plan.

A-1.03 The Employer shall share the cost of all Health and Welfare benefits referred to in this appendix on a sixty-fourty (60/40) cost-shared basis unless otherwise specifically stated. The Employer shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums.

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

A-1.05 Any surpluses generated by the Health and Welfare Plan shall be set aside in a Reserve Fund. Although this Fund is the property of the Company the parties agree it shall not be utilized for items other than the improvement or maintenance of the benefits at ACL Interlake and shall not be touched if the surplus remains below \$50,000. If the surplus reaches \$50,000 (and any time it reaches any \$50,000 increment above that level), the Employer shall meet with the union to mutually agree on the utilization of any surplus. If agreement cannot be reached between the parties within a reasonable time, the matter may be referred to arbitration in accordance with Article 26 of the Collective Agreement. Nothing in this agreement shall prevent the parties from mutually agreeing to the assistance of a conciliation officer prior to any arbitration hearing.

A-1.06 If the relationship with this plan or insurer is terminated for any reason, the parties will meet to discuss the disbursement of any surplus this Plan has accumulated.

#### **A-2 Sick Leave**

A-2.01 An employee is only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury. The employee shall only be paid for such absences to the extent such employee has accumulated sick leave credits. Sick leave credits shall only be payable on regularly scheduled shifts (i.e. – no "pick up" 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    a) Full-time employees shall receive ninety-six (96) hours of paid sick leave and forty (40) hours of paid family responsibility leave on January 1st of every calendar year.

All unused sick leave shall be automatically paid out during the first pay period of the following calendar year. No carry-over allowed.

All unused family responsibility leave does not qualify for a payout and also cannot be carried over.

- b) Part-time employees shall receive forty-eight (48) hours of paid sick leave and twenty-four (24) hours of paid family responsibility leave on January 1st of every calendar year.

All unused sick leave shall be automatically paid out during the first pay period of the following calendar year. No carry-over allowed.

All unused family responsibility leave does not qualify for a payout and also cannot be carried over.

All sick leave accumulated until December 31, 2017 shall remain and be carried over. Effective January 1, 2018, those employees with accumulated sick leave shall be allowed to use up to the maximum sick leave entitlement noted above on a yearly basis until their accumulated sick leave has been used and then would receive the regular yearly entitlements. During that period of time, they can also only receive a yearly payout on the unused time for up to the maximum noted above.

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

A-2.05      **Employees will not be required to provide A Doctor's note unless the employee meets one of the following criteria:**

- 1)      **The employees absence exceeds three (3) consecutive scheduled work days.**
- 2)      **The duration of the absence or the circumstances surrounding the absence requires verification.**



- 3) **The employee has been absent for ninety-six (96) hours in a calendar year.**
- 4) **The Employer has given the employee formal written notice that a doctor's note will be required as the result of excessive absenteeism.**

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

A-2.08 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-2.09 Sick pay accumulation and use will be itemized and issued to each employee quarterly, as a separate document with their pay cheques, on the first payday in January, April, July and October each year.

A-2.10 An employee who qualifies for and is in receipt of Weekly Indemnity Benefits **will have** their accumulated sick leave credits used to pay for their monthly insurance benefits **unless the employee notifies the employer that they will continue making their portion of the payments.** The calculation shall be made and paid to the employee upon their return to work and the employee's sick bank shall be adjusted accordingly.

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

Effective April 1, 2006 the following benefits shall be provided to employees as per A-1:

#### **Life Insurance**

Coverage is for two (2X) times the employees average earnings to a maximum of \$100,000. It is reduced by 50% at age 65 and terminates at age 70 or retirement whichever is earlier.

#### **Dependent Life Insurance**

Coverage is \$5,000 for the spouse and \$2,500 for each dependent child. It terminates at the employees' age 70 or retirement whichever is earlier.

## **Accidental Death and Dismemberment**

Coverage is for two (2X) times the employees average earnings to a maximum of \$100,000. It is reduced by 50% at age 65 and terminates at age 70 or retirement whichever is earlier.

## **Extended Health Care**

Hospital Care	100% coverage
Out of Canada Emergency Medical Treatment	100% coverage
Referral outside Canada for Medical Treatment Available in Canada	50% coverage

Prescription Drugs 100% coverage up to Pharmacare deductible based on those drugs covered by Pharmacare. Any employees currently on drugs not covered by Pharmacare shall be allowed to continue as long as medically required. A card shall be issued to each employee to direct bill drug purchases.

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

Chiropractor	\$500 per calendar year
Osteopath	\$500 per calendar year
Podiatrist	\$500 per calendar year
Massage Therapist	\$500 per calendar year
Naturopath	\$500 per calendar year
Speech Therapist	\$500 per calendar year
Physiotherapist	\$1,000 per calendar year
Psychologist	\$500 per calendar year
Acupuncturist (effective Nov.1, 2010)	\$500 per calendar year
Audiologist (effective Nov.1, 2010)	\$500 per calendar year
Dietician (effective Nov.1, 2010)	\$500 per calendar year

## **Dental Care**

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

Basic and Supplementary Basic Services	100% coverage
Dentures and Major Restorative Services	50% coverage to a combined maximum of \$1,500 per calendar year.

## **Weekly Indemnity**

The Plan will pay 66.7% of weekly earnings to a maximum of \$600 per week or the Employment Insurance maximum benefit amount, whichever is the greatest. If the disability is due to an accident there is no waiting period. There is a seven (7) day waiting period if the disability is due to sickness. The W.I. benefit is payable for up to 26 weeks and terminates at age 65 or retirement, whichever is earlier.

## **Long Term Disability**

The Plan will pay 66.7% of monthly earnings to a maximum of \$3,000. There is a 179 day qualifying period. The LTD benefit is payable to age 65 and terminates at age 65 less the qualifying period, or retirement, whichever is earlier.

## **Vision Care Benefits**

**All employees shall be entitled to vision care benefits for themselves and their eligible dependants. Vision care benefits shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses and examinations to a maximum of one hundred and fifty (\$150.00) dollars per person every two (2) years.**

## **A-4 Registered Retirement Savings Plan**

A-4.01 The Employer and the Union agree to an R.R.S.P. on the basis of the Employer agreeing to match employee's contributions in an amount based on every employee's contributions time into such R.R.S.P. plan as follows (Contributions are as per every employee's gross income):

### **Between one (1) and three (3) years of contributions time:**

- Employee contributes **four (4)%** percent or more if chooses to do so
- Employer contributes **four (4)%** percent

### **Between three (3) and eight (8) years of contributions time:**

- Employee contributes **five (5)%** percent or more if chooses to do so
- Employer contributes **five (5)%** percent

### **Between eight (8) and thirteen (13) years of contributions time:**

- Employee contributes **six (6)%** percent or more if chooses to do so
- Employer contributes **six (6)%** percent

### **Between thirteen (13) and eighteen (18) years of contributions time:**

- Employee contributes **seven (7)%** percent or more if chooses to do so
- Employer contributes **seven (7)%** percent

**A-5 Health and Wellness Benefit**

A-5.01 The Employer agrees to pay a Health and Wellness Benefit payment of three hundred and fifty (\$350.00) dollars to all full-time employees and two hundred dollars (\$200.00) to all part-time employees. Such payment shall be made on the first pay period in December of every calendar year. Employees with less than one (1) year of employment will have the aforementioned amount pro-rated based on their respective hire date. Employees may utilize such funds in any way they deem appropriate and no proof of purchase of any kind will be required by the Employer. This benefit is only payable to employees who have completed their probationary period.

**APPENDIX "B"**

**WAGES**

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

**Day Program**

**Support Workers 1/ Job Coaches**

**Current**

Start	\$11.98
Year 1	\$12.34

**Support Workers2/ Job Coaches**

**Current**

Start	\$12.86
1 Year	\$13.13
2 Years	\$13.39
3 Years	\$13.74
4 Years	\$14.22

**Residential Program**

**Support Workers 1/Job Coaches**

**Current**

Start	\$13.75 Based on Wage Enhancement Fund
Year 1	\$13.75 Based on Wage Enhancement Fund

**Support Workers2/ Job Coaches/SIL**

**Current**

Start	\$13.75 Based on Wage Enhancement Fund
1 Year	\$13.75 Based on Wage Enhancement Fund
2 Years	\$13.75 Based on Wage Enhancement Fund
3 Years	\$13.75 Based on Wage Enhancement Fund
4 Years	\$13.75 Based on Wage Enhancement Fund

**Support Worker Team Leader**

**Current**

Start	\$16.08
1 Year	\$16.41
2 Years	\$16.74
3 Years	\$17.06
4 Years	\$17.42

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

**B-1.02 Team Leaders – On Call/Phone Calls Outside Regular Schedule**

A team leader’s work schedule will include working every other weekend and one (1) calendar week on call. The on call rotation shall be based on the number of team leaders. In addition to their pay for hours worked, for each week “on call”, the team leader will be paid a premium of three hundred (\$300.00) dollars.

Additionally, a Team Leader – On Call who addresses workplace issues outside their regular scheduled shift at the residence will be paid a minimum of fifteen (15) minutes of paid time or more for all time spent using various documented forms of communication (phone calls, texts or e-mail) to address such workplace issues. Such paid time will be at overtime rates if an employee exceeds eighty (80) hours of work, including the documented forms of communication, in the two (2) week pay period.

All other premiums and benefits (Example: long term employee premium, night shift premium, weekend premium, mileage) will be paid in accordance with the collective agreement.

B-1.03 Long-term employees shall receive a premium as follows:

five (5) years of service	<b>one dollar and fifteen</b> cents (\$ <b>1.15</b> ) per hour
eight (8) years of service	one dollar and <b>forty</b> cents (\$ <b>1.40</b> ) per hour
twelve (12) years of service	one dollar and <b>ninety</b> cents (\$ <b>1.90</b> ) per hour
sixteen(16) years of service	two dollars and <b>forty</b> cents (\$ <b>2.40</b> ) per hour
twenty (20) years of service	two dollars and <b>ninety</b> cents (\$ <b>2.90</b> ) per hour

The parties agree that each new level of long service premium is inclusive of the previous level.

B-1.04 With respect to Government funding, in the event that the Government were to impose a funding roll-back, wages will not be rolled back.

B-1.05 Any S.S.I. Funds (i.e. Phase 4) that may become available over the life of this Agreement shall be shared with the employees following discussions with the Union on the proper allocation of those funds. Should the parties not reach mutual agreement regarding the allocation of those funds within a reasonable time the matter may be referred by either party to arbitration in accordance with Article 26 of this Agreement. Nothing in this Agreement shall prevent the parties from mutually agreeing to the assistance of a conciliation officer prior to any arbitration hearing.

## **B-2 Night Shift (Awake and Sleep)**

Employees required to work the awake night shift, meaning a shift where all hours worked fall between 9:00 p.m. and 9:00 a.m., shall be paid a night shift premium of one dollar and thirty (\$1.30) cents per hour. Any employee who starts their shift prior to 6:30 a.m. shall receive the night shift premium from the start of their shift until 9:00 a.m.

Employees who are required to work the sleep night shifts shall be paid a maximum of eight (8) hours at the Manitoba minimum wage while sleeping. Where employees are expected to be awake during the sleep night shift, employee shall be paid at their regular rate of pay at straight time for the hours they are awake. For the purpose of this Article, the weekend and night shift premiums do not apply during scheduled sleep hours.

## **B-3 Weekend Premium**

Any employee required to work a weekend shift, meaning a shift in which the majority of the hours worked fall between 9:00 p.m. on Friday night and 9:00 a.m. the following Monday, shall be paid a weekend premium of one dollar and thirty (\$1.30) cents per hour.

## **B-4 Family Service Funding**

The Union agrees to make a joint submission to Family Services to increase funding for the Association for Community Living - Stonewall Branch.

## **B-5 Vehicle Allowance**

- (a) The Employer agrees to pay all premium charges over the basic all purpose insurance cost where required by M.P.I. for all employees who use their own vehicle for performing functions of their job. Employees may volunteer to use their own vehicle but no employee will be required to use 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.



- (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-6 Incremental Increases**

Incremental increases are paid every twelve (12) calendar months for each employee, until said employee has reached the top rate of pay for their respective classification. Employees awarded a job in a higher paid classification shall receive a salary applicable to their new classification which provides an increase of at least one (1) increment above their former salary for their new classification. Thereafter they shall progress up the new scale based on their anniversary dates in their new position.

## **APPENDIX "C"**

### **PROCESS FOR ADDRESSING CONCERNS OF MANAGERS OR RESIDENTIAL COORDINATORS WORKING WITH SUPPORT WORKERS IN RESIDENCES**

The parties agree that a harmonious, efficient workplace is of benefit to management, the members and the residents. As a result, the parties have agreed to a process to ensure that any concerns are promptly and effectively dealt with, as follows:

- 1) In any residence where members are experiencing concerns they are to contact the Union Representative who shall arrange a meeting with themselves, the Executive Director, the members employed at that residence and the Residential Co-ordinator.
- 2) The concerns will be raised at the meeting. Facts will be provided about dates and times that contributed to the concerns. Options that would resolve the matter may be brought forward by any participant in the process and will be discussed thoroughly.
- 3) Attempts will be made to come to consensus on a resolution that will satisfy the parties.
- 4) If consensus is achieved and the resolution is found to be unworkable or ineffective, the parties may reconvene to seek another more effective resolution.
- 5) If no consensus is achieved either party may refer the matter along with the preferred option to Arbitration under Article 26 of the Collective Agreement.

Nothing in this Appendix "C" shall prevent the parties from mutually agreeing to the assistance of a Conciliation Officer prior to an Arbitration Hearing.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**ASSOCIATION FOR COMMUNITY LIVING, (Interlake Branch) Inc.**, in the Province of Manitoba, hereinafter referred to as the "Employer",

**AND**

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

**GOVERNMENT WAGE ENHANCEMENT FUND**

Association for Community Living (Interlake Branch) Inc., will continue to participate in the Wage Enhancement Fund Initiative for each fiscal year that the initiative shall apply to.

Association for Community Living (Interlake Branch) Inc. shall notify the Union upon each release of funds related to the above noted initiative and apply such funds as instructed by the Provincial Government.

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

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

**SIGNED THIS            DAY OF            , 2020.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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

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

## EXHIBIT ONE


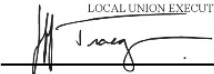
**TO: THE NEW OR REHIRED EMPLOYEE:**

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 (Interlake Branch) Inc. contain the following statements:

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

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

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

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	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	TITLE/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 my application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared my assets. I have no other employment. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I have no other 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 guard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 	

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