

**WINGS OF POWER FAMILY  
AND COMMUNITY RESOURCE CENTRE**

FROM: April 1, 2021  
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



# WINGS OF POWER FAMILY AND COMMUNITY RESOURCE CENTRE

## Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	6.06	5
Accidental Death and Dismemberment	Appendix A-3	32
Adverse Weather Policy	14.05	12
Appendices	29	28
Appointment of Lead Hand	Ltr. #1	41
Arbitration Procedure	26	26
Available Hours of Work	11.10	9
Bargaining Unit Information	6.05	5
Bereavement Leave	24.01	20
Casual Employee (Definition)	2.03	2
Change Work Locations	11.12	10
Child Bearing Support Leave	24.11	23
Classifications and Rates of Pay	Appendix B-1	34
Client (Definition)	2.08	3
Commencement of Parental Leave	24.06	22
Compassionate Care Leave	24.17	24
Deduction of Union Dues	8	6
Deemed Fairness Provision	4	4
Definitions	2	2
Dental Care	Appendix A-3	33
Dependent Life Insurance	Appendix A-3	32
Discipline	28	27
Employee Assessments	6.07	5
Exhibit One	Form	42
Expiration and Renewal	32	29
Extended Health Care	Appendix A-3	32
Family Responsibility Leave	24.13	24
Family Services Investigation	28.02	28
Full-time Employee (Definition)	2.01	2
General Holiday Pay Calculation	20.02	15
General Holidays	20	14
General Leave Without Pay	24.02	21
Grievance Procedure	25	25
Health and Welfare Benefits	Appendix A	31
Health and Welfare Plan	Appendix A-3	32
Hours of Work	14	12
Job Postings	12	10
Joint Advisory Committee	5	4

Jury/Court Leave	24.12	23
Laid Off Employees Preference	11.11	10
Late Application for Parental Leave	24.09	23
Late Arrivals Due to Weather Conditions	14.05(d)	12
Layoff (Definition)	2.05	2
Leave of Absence "Full-time Union Duties"	24.15	24
Leaves of Absence	24	20
Life Insurance	Appendix A-3	32
Long Service	Appendix B-4	35
Long Term Disability	Appendix A-3	33
Management Rights	3	3
Masculine or Feminine Gender (Definition)	2.06	2
Maternity Leave/Parental Leave	24.03	21
Meal and Rest Periods	17	13
Nature of the Bargaining Unit	1	1
Negotiations Leave	24.16	24
New Classifications	21.02	16
No Harassment Policy	Appendix D	37
No Violence or Abuse	23.04	20
No Working Short	23.07	20
Notice (Change of Employment Status Full-time to Part-time)	11.08	9
Notice of Layoff	11.07	9
Notice of Termination/Severance Pay/Job Loss Assistance	30	29
Outside Bargaining Unit Seniority Retention	11.02	7
Overtime	19	14
Parental Leave in Addition to Maternity Leave	24.07	23
Parental Leave	24.05	22
Part-time Employee (Definition)	2.02	2
Pay for Time Worked on General Holiday	20.04	15
Payment for Meeting Attendance	18	14
Plural and Singular (Definition)	2.07	3
Posting of Vacant Positions	12.01	10
Posting of Work Schedules	15	13
Probationary Period	10	7
Recognition of Stewards	6.02	4
Reinstatement of Employee	24.10	23
Relieving Rate in Scope-Higher Paying Position	21.03	16
Relieving Rate in Scope-Lower Paying Position	21.04	16
Retroactive Pay	Appendix B-3	35
Safety and Health	23	19
Selection Process for Vacant Positions	12.02	11
Seniority Layoff-Recall	11.06	8
Seniority List	11.03	8
Seniority Lost	11.05	8
Seniority	11	7
Shortages	31	29

Sick Leave	24.18	25
Sick Leave	Appendix A-2	31
Statute Revisions	27	27
Strikes and Lockouts	9	7
Term Employee (Definition)	2.04	2
Time Sheets	16	13
Training	13	11
Twelve (12) Hour Shift Agreement for the Residential Home Program	Appendix C	36
Union Communication Binder	6.09	6
Union Functions-Leave of Absence	24.14	24
Union Representative's Visits	6.08	5
Union Rights and Activities	6	4
Union Shop	7	6
Utilization of Part-time	11.09	9
Vacation Entitlement (Full-time)	22.02 A)	16
Vacation Entitlement (Part-time)	22.02 B)	17
Vacation Pay-When Paid	22.08	18
Vacation Scheduling	22.09	18
Vacation/General Holiday	22.07	18
Vacations	22	16
Vehicle Allowance	Appendix B-2	35
Vision Care	Appendix A-3	33
Wages	Appendix B	34
Wages, Referral and Pay Days	21	16

**EXPIRY DATE: March 31, 2022**

AGREEMENT BETWEEN:

**WINGS OF POWER FAMILY AND COMMUNITY RESOURCE CENTRE** 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".

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees employed at Wings of Power Family and Community Resource Centre, in the Town of Pine Falls, in the Province of Manitoba, save and except the Receptionist, Maintenance, Registered Dietician Coordinator, Program Director, Assistant to the Executive Director, and those above the rank of Assistant to the Executive Director, and those excluded by the Act pursuant to Certificate No. MLB-6887.

1.02 Residential Home, CPNP and Little Wings managers excluded from the bargaining unit shall be able to perform work normally performed by members of the bargaining unit provided they are not displacing bargaining unit members. However, as long as there are bargaining unit members available to work, they shall not do bargaining unit work in excess of their regular forty (40) hours per week. Managers shall only be allowed to work overtime after all bargaining unit members have been offered the opportunity in accordance with Article 19.04.

1.03 The Employer shall not contract out current work being performed by unionized employees except in cases of emergency.

**ARTICLE 2**            **DEFINITIONS**

2.01                    **Full-time Employee**

Full-time employee means an employee who is normally scheduled to work five (5) full shifts per week and not greater than forty (40) hours of work per week.

2.02                    **Part-time Employee**

Part-time employee means an employee who is normally scheduled to work either for less than a full shift or less than five (5) shifts per week.

2.03                    **Casual Employee**

Casual employee means an employee who is not normally scheduled to work but who may be called in to work to provide coverage as required. Casual employees are not entitled to participate in the benefit plans, including sick leave and their vacation pay will be paid out on each cheque. Casual employees shall have seniority amongst themselves for the purpose of scheduling and offering of overtime. 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. Casual employees are covered by the probationary provision of the Collective Agreement.

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 re-organization.

2.06                    **Masculine or Feminine Gender**

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

2.07 **Plural and Singular**

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

2.08 **Client**

When the word "client" is used it shall mean a person served in any of the programs provided by the Employer.

**ARTICLE 3 MANAGEMENT RIGHTS**

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

- (a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;
- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and services; whether to make or buy goods and services; the schedules of work and of service; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting times;

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



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

3.03 Bargaining unit employees may be working in different locations and areas for clients during any given shift. This element of 'team supporting clients' and demonstrating flexibility is an integral part of the workplace and client service expectations.

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

4.01 In administering 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 two (2) employee representatives and up to an equal number of Employer representatives who shall meet at least once every six (6) months to discuss operational 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 at the cost of the respective parties unless mutually agreed otherwise.

#### **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 two (2) Shop Stewards as selected or appointed by the Union.

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

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

6.05 **Bargaining Unit Information**

The Employer shall provide the Union with current job descriptions within sixty (60) days of the signing of this Agreement and all revisions subsequently.

6.06 **Access to Personnel File**

Upon 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. 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 and be placed in their personnel file.

6.08 **Union Representative's Visits**

- a) The authorized Union Representative of the Union shall be entitled to visit all work areas of the Employer's Operation which are under the control of the Employer where employees work, with minimum disruption to the clients, for the purpose of communicating with employees in the workplace and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative shall communicate with the Executive Director prior to attending at the workplace.
- b) The full-time Union Representative shall communicate with employees during their meal and/or rest periods, whenever possible. However, if such communication must occur during the employee's working hours, the Employer shall allow each employee up to ten (10) minutes of paid time off in order to meet with the Full-time Union Representative. The Union Representative will seek approval from the Executive Director if the communication requires coverage by another employee.
- c) Discussions between the Full-time Union Representative and an employee shall be held in private so as to not distract other employees or supported individuals. Any such meeting shall take place in a location within the workplace designated by the Employer that is acceptable to the Union.

6.09

**Binders**

The Employer shall provide a space for a Union Communication Binder for the use of the Union at each Employer work location upon which the Union may include notices relating to matters of interest to the employees.

**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 and membership card.

7.03                    At the request of the Union Representative the Employer agrees to provide the Union with a list containing the names of all employees who have left the employ of the Employer.

**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 solely by the Employer.

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

## **ARTICLE 9 STRIKES AND LOCKOUTS**

9.01 The Union and all its representatives agree that there shall be no strikes, picketing, sit 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 hired after the date of ratification must serve a probationary period of four (4) months from their date of hire. 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 at any time during the probationary period and shall not have recourse to any grievance or arbitration procedures in this Agreement.

## **ARTICLE 11 SENIORITY**

11.01 Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed their probationary period. 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. 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 The Employer shall provide the Union in March of each calendar year with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement. Additional up-to-date seniority lists may be provided to the Union in the event of a higher than normal turnover period.

11.04 Seniority (not benefits) shall continue to accrue during any period of paid leave of absence or authorized unpaid leave up to a maximum of two (2) years.

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

- (a) the employee resigns, retires 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 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.

11.06 **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. 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.

11.07                    **Notice of Layoff**

The Employer shall notify an employee who is to be laid off at least fourteen (14) calendar days prior to the effective date of the layoff or provide payment for their scheduled days of work during the fourteen (14) day notice period. The Employer maintains the right to reassign employees elsewhere in the organization during the fourteen (14) day notice period.

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

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

11.09                    **Utilization of Part-time**

The Employer shall not utilize part-time employees to displace full-time employees.

11.10                    **Available Hours of Work**

- (a) Full-time and part-time employees will be hired for permanent shifts. Full-time and part-time employees will place their names on the list indicating they are willing to pick up additional shifts. If their name is not on the list the Employer is not required to offer them available shifts.
- (b) Part-time and casual employees will notify the Employer in writing of any restrictions to their availability recognizing that casual employees are hired for the purpose of replacing available shifts.
- (c) Employees within the same job classification shall be offered available shifts caused by absences by seniority within their classification first at their work location.
- (d) Employees from other work locations shall be offered available shifts caused by absences 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).
- (e) Full-time or part-time employees shall be scheduled available hours over casual employees providing it does not result in any overtime payment. For the purpose of this Article, full-time employees includes Little Wings employees that are normally laid off during the school summer vacation.

- (f) Generally, increases in available shifts in any work location will be offered by seniority within each work location.

11.11 **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 in accordance with Article 11.07.

11.12 **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.

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

**ARTICLE 12** **JOB POSTINGS**

12.01 **Posting of Vacant Positions**

The Employer shall post numbered notices of vacant positions including a description of the duties of the job posted within the bargaining unit on the bulletin board or binder in work locations for a period of five (5) calendar days. The Employer shall also email a copy of the job posting to all employees whom have provided the employer with an email. 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**

Where the qualifications and abilities of the applicants are relatively equal, seniority shall then be used in making the selection for the vacant position. It is further understood for the purpose of seniority that full time employees have seniority over part time, casual and term employees, part time employees have seniority over casual and term employees and casual employees have seniority over term employees.

12.03                    Temporary positions of two (2) months or more which are the result of an employee being on an approved leave of absence 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 or a similar position if the former position is no longer in place. Any subsequent temporary vacancy that results in this type of posting need not be posted by the Employer.

**ARTICLE 13            TRAINING**

13.01                    **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, up to three (3) hours, 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 nine (\$9.00) dollars for breakfast, thirteen (\$13.00) dollars for lunch and eighteen (\$18.00) dollars for supper.

13.02                    If the government legislates or regulates mandatory changes to the training requirements for employees, employees requiring certain certifications or academic standings will receive reimbursement for tuition and books upon presentation of receipts and successful completion of the course, up to a maximum of \$1,000.00 per employee per annum unless other supplementary transition funding is made available. A reasonable amount of time will be allowed to each employee to attain such required academic standing or certifications. The only exception to this Article is for the Early Education Training Course which shall have its cost paid by the Employer. All employees subsidized as such must work a minimum of one (1) year for the Employer and failure to do so shall result in that employee having to reimburse the full cost of the course to the Employer.



## **ARTICLE 14            HOURS OF WORK**

14.01                    The regular hours of work shall not exceed eight (8) hours per shift or forty (40) hours per week.

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 client who goes on vacation outside of the Employer's premises. In these cases the Employer shall authorize this arrangement in advance in writing and the employee shall be compensated for sixteen (16) hours regular pay for each full day of the client's vacation. The overtime provisions of this Agreement shall not apply.

14.03                    Employees shall be paid a minimum of three (3) hours when called in to report for work by the Employer. If an employee reports to work and the client is absent and/or there is no other work available then said employee shall be allowed to leave immediately as well as still get paid accordingly.

14.04                    The parties agree that a 12 hour shift schedule is desirable for the operation of the residential Home Program. The 12 hour shift schedule terms of this program are attached as Appendix C of this Collective Bargaining Agreement.

### 14.05                    **Adverse Weather Policy**

(a)                    All employees scheduled to work will be expected to come to work unless the Executive Director (or designate) has authorized closure due to adverse weather conditions or if the employee is physically unable to attend work due to adverse weather conditions.

(b)                    If an employee decides not to travel to work due to weather conditions, they will not be paid. Should this occur, the Employer will make reasonable efforts to reschedule missed shifts without incurring overtime.

(c)                    If the Executive Director (or designate) authorizes an early closure due to adverse weather conditions, staff will receive pay for the full amount of their shift.

(d)                    Late Arrivals Due to Weather Conditions

Subject to Executive Director authorization, 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 will use best efforts not to schedule split shifts.

## **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.

                            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.

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 designate as soon as possible prior to the commencement of their scheduled shift.

## **ARTICLE 16      TIME SHEETS**

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

16.02                    Time sheets shall be retained by the Employer for a minimum of one (1) year 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.

16.03                    If there is a discrepancy in the time sheet the Employer will contact and review with the employee. Under no circumstances will any changes occur unless there is a formal discussion between the Employer and employee. Any changes must be clearly documented. If the parties cannot agree on the change the Union will be involved. If an agreement still cannot be reached the Employer will give the employee the time they believe they are entitled to and the outstanding discrepancy will be subject the grievance and arbitration procedure covered in this agreement.

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

17.01                    In some program areas meal periods are to be taken with clients. Employees who have worked a shift of five (5) hours or more are entitled to a meal period.

17.02                    Meal periods are paid time when the employee takes their meal period with the clients. Otherwise meal periods are unpaid.

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

17.04 Employees who are directed by the Employer to accompany clients on outings outside the residence shall be compensated and/or reimbursed the cost of meals at similar rates of Article 13.01 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, 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 or Executive Director.

19.02 Overtime will be compensated by paying the employee one and one-half (1½) times the employee's regular hourly rate or banked at the same rate for up to a maximum of forty (40) hours per vacation year. All overtime hours worked requires authorization by the Employer, except in emergency situations. If an employee wishes to use such banked time then a minimum of one (1) full pay period of notice shall be given to the Employer. All banked hours shall be used by the end of the vacation year (March 31) and failure to do so shall result in the balance of such hours being paid out.

19.03 Overtime will be compensated for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. Where a twelve (12) hour schedule is in place overtime will be compensated as per Appendix C.

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. In the event of an emergency, it is understood that the employee on duty may be required to work the overtime until someone else arrives to replace them for the balance of the shift.

**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  
Canada Day

Christmas Day  
Boxing Day

as well as any holidays observed by The Towns of Pine Falls or Powerview, the Provincial or Federal government. The employees working in the Little Wings Program shall follow the holiday schedule of the School as long as they are located in the school. Little Wings employees shall be treated like Adult Day Program employees for Remembrance Day.

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, above,

- a) part-time and casual employees as well as any full-time employees working a variety of shifts length shall receive general holiday pay based on one fifth (1/5th) of their average weekly hours calculated using their hours worked in the four (4) weeks immediately prior to the general holiday;
- b) full-time employees working consistent shifts length will 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                    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.

## **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 Sunday 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 Friday 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 of this Agreement.

### **21.03                    Relieving Rate in Scope - Higher Paying Position**

Where the Employer directs an employee to temporarily perform in some other position which has a higher rate of pay for a minimum of two (2) shifts, such employee shall receive the higher rate of pay for all hours so worked.

### **21.04                    Relieving Rate in Scope - Lower Paying Position**

Where the Employer directs an employee to perform temporarily in some other position which has a lower rate of pay, such employee shall receive the higher rate of pay for all hours so worked.

## **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.

### **22.02                    Vacation Entitlement**

- A) Vacation Entitlement – Full-time: Full-time employees who have, as of March 31st, 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 five (5) years or more continuous service;
  - iv. five (5) weeks after ten (10) 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 five (5) years or more of service by March 31st, eight percent (8%) of gross wages earned in the qualifying year excluding overtime;
  - iv. after ten (10) 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 be 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.

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. 20th, 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. If the employee has been unable to utilize all of their vacation entitlement by that time the balance will be paid out by that date.

22.06 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 March 31st of each year.

22.09 **Vacation Scheduling**

- (a) The Employer shall post the vacation entitlement list by February 15th of each year. The vacation entitlement list shall reflect each employees projected vacation entitlement as at March 31st of that year.

- (b) The employee shall be responsible to indicate preference of vacation dates by March 31st of that year.
- (c) Provided that operational needs are met, the Employer will give priority according to seniority.
- (d) The approved vacation schedule shall be posted no later than April 30th.
- (e) Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their choice. Any vacation requests after March 31st will be awarded on a first come first served basis taking into account the operational needs.
- (f) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.
- (g) Employees are 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 The Worker Safety & Health Representative shall meet quarterly with the Employer or as required during regular working hours. The parties will work together to ensure diligent identification, correction and communication of safety hazards with the shared goal of trying to ensure safety and health for all.

23.02 The Worker Safety and Health Representative shall receive the necessary time off with pay when conducting business in accordance with Article 23.01, above. The time off with pay referenced above shall require pre-approval of the Employer except in cases of emergency.

23.03 The Employer shall allow time off with pay for the purpose of allowing the Worker Safety and Health Representative 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 Executive Director and a Worker Health and Safety Representative.

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 where the employee does not have an insurance plan for same. This arrangement is providing that the item is damaged beyond repair and has been purchased within two (2) months of the incident. Proof of loss and purchase is required to be submitted to the Employer. In all other cases reimbursement shall be at seventy-five (75%) percent of replacement cost. The maximum reimbursement amount payable by the Employer is \$200.00 for clothing and \$500.00 for eyeglasses.

23.07

**No Working Short**

The Employer will make every effort to replace employees who are away from work for any reason within the financial means of the organization and availability of staff. This commitment may be mitigated when employees are away at the same time clients are away.

**ARTICLE 24 LEAVES OF ABSENCE**

24.01

**Bereavement Leave**

- (a) An employee shall be granted bereavement leave of up to four (4) working days when necessary and which can be taken non-consecutively to attend a later scheduled funeral service but within thirty (30) days of date of death only 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).
- (b) An employee shall be granted bereavement leave of up to one (1) working day when necessary, without loss of wages, in the event of a death of the employee's aunt or uncle.

- (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, without pay, to provide a eulogy in a funeral service.
- (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. 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 a 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.

24.09                    **Late Application for Parental Leave**

An employee who gives less notice than is required under Article 24.05 (c) is entitled to the 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.

24.11                    **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 subpoenaed to appear in court as a witness in any matter related to work shall be granted a leave of absence without loss of regular wages for the required period.

An employee called for jury duty shall be granted a leave of absence and will be paid by the Employer the difference between any fees received from the courts and their regular wages for the period.

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, or child, the employee may utilize up to five (5) days or forty (40) hours of accumulated sick leave entitlement per calendar year to attend to such family responsibilities. 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 may grant leave of absence without pay to an employee for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence may be restricted to one (1) employee at any one time. The Union agrees to notify the Employer in writing at least ten (10) calendar days prior to said functions. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly. Such leave may be denied depending on the clients' needs at the time. Such leaves shall be limited to twelve (12) days per year per employee, unless otherwise agreed by the Employer.

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

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

24.16                    **Negotiations Leave**

The Employer agrees to allow two (2) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this Collective Agreement, 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 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 **Sick Leave**

Employees shall be granted sick leave entitlement if unable to be at work and perform their duties by reason of illness or injury. Sick leave shall be accumulated upon completion of probationary period, at the rate of one (1) day for each regular month worked with time off for general holidays, vacations and approved leaves of absence being counted as “worked time” for the purposes of this calculation. Unused sick days may accumulate to a maximum of twenty-four (24) days. Sick days shall be accumulated for part time employees on a pro-rated basis equivalent to their regular working hours. The sick leave days earned are forfeited on any termination of employment and not paid out.

24.19 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.

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 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 Executive Director 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 Chair of the Board of Directors within ten (10) calendar days. The Chair of the Board of Directors shall meet with the employee and Shop Steward or Union Representative to discuss the grievance. The Employer shall respond within thirty (30) calendar days of the grievance being received by the Chair of the Board. Where the employee is not satisfied with the decision, the Union may proceed to have the matter arbitrated.

25.04                    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 agreeable to both parties.

In the event that the parties cannot agree to an arbitrator they shall request the Manitoba Labour Board to appoint one. The matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator.

The arbitrator shall convene a hearing within twenty-eight (28) days from the date of their appointment. The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

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

26.03                    The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as 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.

26.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way 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 provided both parties have agreed to request this grievance mediation assistance.

## **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 vulnerable person in care, sincere effort will be made to expedite the investigation process to the extent the Employer is able. With the permission of Family Services, reports and recommendations will 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 that the meeting is disciplinary and arrangements will be made to have a Shop Steward of their choice and/or the Union Representative to attend. 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. If the meeting is not disciplinary but to discuss work performance an employee has the right to request the presence of a Shop Steward.

28.04                    A copy of the discipline or discharge shall be provided to the employee immediately and to the Union within twenty-four (24) hours.

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.

**ARTICLE 29            APPENDICES**

29.01                    The Parties agree that all Appendices attached shall form an integral part of this Collective Bargaining Agreement.

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

**30.01 Notice of Termination/Severance Pay**

In accordance with the Employment Standards Code, the notice period for terminating the employment of an employee 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 31 SHORTAGES**

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

**ARTICLE 32 EXPIRATION AND RENEWAL**

32.01 This provisions of this Agreement shall be in effect from April 1, 2021 unless otherwise specifically outlined 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.

32.02 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 , 2021.**

**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 pay the 50% of the cost of Health and Welfare premiums referred to in this appendix. Eligible employees shall pay 50% of the cost of Health and Welfare premiums referred to in this appendix. The employees' portion of the premiums is deemed to cover 100% of the LTD premiums. Any incumbent employee currently having 100% of the Health and Welfare premiums paid by the Employer shall continue to have their premiums fully paid until they are no longer eligible for coverage due to death, retirement or they quit from any position within Wings of Power or if they voluntarily opt out of the coverage as per A-1.02 (the balance of the coverage would be at 100%).

A-1.04 Subject to A-3, Health and Welfare Plan, all medical benefits currently provided at Wings of Power will continue to be provided.

A-1.05 In the event the employer changes from one benefit provider to another, employee benefits must be maintained at the previous level with the previous terms and there will be no additional qualification periods or costs. Employee benefits may increase from the previous provider but under no circumstances will benefits decrease or cost increase unless mutually agreed between the Union and Employer.

#### 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.

A-2.02 An employee may not claim sick leave pay until they have successfully completed their probationary period.

A-2.03 The Employer may require the employee to provide a medical certificate for any absence where sick leave is payable.

A-2.04 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-2.05 Sick leave shall not be permitted while an employee is on any leave of absence, including vacation leave.

A-2.06 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-2.07 Sick pay accumulation and use will be itemized and issued to each employee, as a separate document with their pay cheques, on the first payday in January and July each year.

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

The following benefits shall be provided to employees as per A-1:

#### **Life Insurance**

Coverage is for one (1X) times the employees annual earnings rounded to the next highest multiple of \$1,000 to a maximum of \$500,000. It is reduced by 50% at age 65 and terminates at age 70 or retirement whichever is earlier.

#### **Dependent Life Insurance**

Coverage is \$10,000 for the spouse and \$5,000 for each dependent child. It terminates at the employees' age 70 or retirement whichever is earlier.

#### **Accidental Death and Dismemberment**

Coverage is for one (1X) times the employees average earnings rounded to the next highest multiple of \$1,000 to a maximum of \$500,000. 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; semi-private
Out of Canada Emergency Medical Treatment:	100% coverage maximum \$1,000,000 per person per calendar year and limited to the first 60 days of travel
Referral outside Province for Medical Treatment:	100% coverage maximum \$50,000 per person per calendar year

Prescription Drugs: 80% coverage up to Pharmacare deductible based on those generic drugs covered by Pharmacare. 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
Chiropodist/Podiatrist	\$500 per calendar year
Massage Therapist (MD referral required)	\$500 per calendar year
Naturopath	\$500 per calendar year
Speech Therapist	\$500 per calendar year
Physiotherapist	\$500 per calendar year
Clinical Psychologist	\$500 per calendar year
Acupuncturist	\$500 per calendar year

**Dental Care**

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

Basic Services 80% coverage

**Vision Care**

\$150.00 per person per 24 consecutive months

**Long Term Disability**

The Plan will pay 66.7% of the first \$2,500 of monthly earnings plus 45% of monthly earnings over \$2,500. The benefit amount is subject to the 85% All Source Maximum and the maximum benefit payable is \$5,000 per month. There is a 17 week qualifying period. The LTD benefit is payable to age 65 and terminates at age 65 less the qualifying period, or retirement, whichever is earlier.

**APPENDIX “B” WAGES**

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

<b>Classifications</b>	<b>Current</b>	<b>April 1 2021</b>
		<b>1%</b>
<b>Support Worker</b>		
Start	\$14.01	<b>\$14.15</b>
After 1 year service	\$14.29	<b>\$14.43</b>
After 2 years' service	\$14.57	<b>\$14.72</b>
After 3 years' service	\$14.84	<b>\$14.99</b>
After 4 years' service	\$15.11	<b>\$15.26</b>
<b>Outreach Worker CPNP and Outreach Worker WOP</b>		
Start	\$15.66	<b>\$15.82</b>
After 1 year service	\$16.48	<b>\$16.64</b>
After 2 years' service	\$17.31	<b>\$17.48</b>
After 3 years' service	\$18.13	<b>\$18.31</b>
After 4 years' service	\$18.96	<b>\$19.15</b>
When CPNP Director is on permanent part-time	\$21.70	<b>\$21.92</b>
<b>Child Care Assistant</b>		
Start	\$14.01	<b>\$14.15</b>

**Notes to the wage rates:**

1. Casual employees shall be paid at the start rate while working in that classification. If they are hired for a permanent part-time or full-time position they shall be placed on the scale at the step which coincides with their years of service.
  
2. The cleaner classification will be out of the bargaining unit and Collective Agreement, effective immediately based on the following;
  - a) the tasks will be contracted out and the existing employees will not be doing the cleaning of the workplace;

**B-2      Vehicle Allowance**

- (a)    The Employer agrees to pay annually all premium charges over the basic all-purpose insurance cost where required by M.P.I. or the Employer for all employees who use their own vehicle for performing functions of their job.
  
- (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 based on provincial funding guidelines, providing that said employees agree to use their own vehicle for out-of-town travel.

**B-3      Retroactive Pay**

All employees shall receive full retroactive pay to April 1, 2021 for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

**B-4      Long Service**

**Employees shall receive a long service premium as follows:**

**Ten (10) years of service:            - twenty-five cents (0.25) per hour**

**Overtime will be paid at the employees' rate of pay plus time and one half as per Article 19. Long Service Premiums will only be paid on hours worked at straight time.**



## **Appendix "C" 12 Hour Shift Agreement for the Residential Home Program**

Whereas the parties share a desire for a 12 hour shift schedule for the residential home program they have agreed to the following terms:

- 1) The 12 hour shift schedule structure (start and end times) and start date shall be finalized jointly between the parties with service to clients being the core consideration;
- 2) Either party may end this agreement by providing thirty (30) days' notice in writing to the other party, of their intention to discontinue the 12 hour shift schedule;
- 3) Employees may occasionally be placed on an 8 hour schedule by the Employer for operational reasons, for example: training;
- 4) The shifts shall not exceed 12 hours per day and 84 hours averaged over a pay period;
- 5) When an employees is scheduled to work a weekly shift which includes a twelve hour shift and they work in excess of the scheduled 12 daily hours, and/or in excess of 84 hours averaged over a pay period they shall receive overtime pay at time and one half of their regular rate of pay for those hours;
- 6) Employees may be asked to work beyond the 12 hour maximum when urgent work is necessary, an accident occurs or other unforeseeable or unpreventable circumstances occur;
- 7) The Employer agrees to make its best efforts to ensure that days off are consecutive and that weekends off are rotated amongst all residential employees.

## **APPENDIX “D” - NO HARASSMENT POLICY**

### **POLICY**

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

#### **The purpose of this policy is to:**

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

### **DEFINITIONS**

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

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

## **EMPLOYEE RIGHTS**

### **The Employer's policy recognizes the right of employees:**

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

## **EMPLOYEE RESPONSIBILITIES**

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

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

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

## **RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST**

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

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

## **CORRECTIVE MEASURES**

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

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

- (g) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- h) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.
- i) if the harasser holds a management position outside of the bargaining unit, the allegations will be investigated jointly by the Wings of Power Board of Directors. In instances of this type where the alleged harasser is a union member the Board will invite an independent union representative to join them in the investigation. Any corrective actions from this investigation will be determined by the Board.

### **CONFIDENTIALITY**

All parties involved in an allegation and investigation are to keep the details of the complaint confidential. Confidentiality is subject to the following limitations:

The Executive Director will address every complaint. The alleged harasser is informed of the nature of the complaint. It may be necessary to interview witnesses. If the situation leads to discipline, the disciplined employee has the right to grieve. This may result in an arbitration hearing in which the Employer and the Union present their cases through witnesses, including the complainant, to establish if there was just cause for the discipline.

Nothing contained in this policy prevents an employee from exercising their right to file a complaint with the Manitoba Human Rights Commission.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**WINGS OF POWER FAMILY AND  
COMMUNITY RESOURCE  
CENTRE** in the province of  
Manitoba, hereinafter referred to as  
"the Employer"

AND

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

**RE: Appointment of Lead Hand**

The Executive Director will have the right to appoint a lead hand if he/she chooses to do so when away from the office for an extended period.

The appointed lead hand will be responsible to provide guidance, support and direction for the Helping Hands staff and other program staff where required.

The lead hand will not have the right to discipline members in any way. They will be required to report to and inform the ED upon their return of any operational concerns.

If an employee is appointed to work as lead hand they shall receive one dollar and fifteen cents (\$1.15) per hour in addition to their regular hourly rate of pay for the normal daily working hours for the period appointed.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS DAY OF , 2021.**

**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 **Wings of Power Family and Community Resource Center, Inc.** contain the following statements:

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

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay cheques. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees. The Union shall give the Employer four (4) weeks prior notice of any change in the amount of dues to be deducted.”

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

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b>		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL 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	EMPLOYER'S NAME		DATE OF HIRE (D/M/Y)	I hereby authorize the use of my S.I.M. for identification purposes and to verify union dues received and make payments to me as appropriate. (Cross out if you do not agree.)
COMPANY NAME	PHONE NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	PHONE NO.	FULL-TIME	CASUAL	PART-TIME	OTHER
There is no charge for membership in the United Food & Commercial Workers International Union and I agree that all monies paid by me shall be for the Union & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment. United Food & Commercial Workers Local No. 832 has privacy and protection of personal information policies and procedures that apply to my personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information will safeguard and protect 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.