

VISIONS OF INDEPENDENCE INC.

FROM: August 1, 2020

TO: July 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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



VISIONS OF INDEPENDENCE, INC.

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Exp. Date: July 31, 2022

AGREEMENT BETWEEN:

**VISIONS OF
INDEPENDENCE, 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 PERSON SUPPORTED OF THE EMPLOYER,**

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees employed as Direct Support Professionals, including all DSP specialties: such as Key DSP (KDSP), Recreational Direct Support Professional (RDSP), Employment Direct Support professional (EDSP), or other classifications as listed at Appendix "B" of this Collective Agreement at Visions of Independence Inc., employed in the Province of Manitoba, pursuant to Certificate No. MLB-6699, save and except administrative employees and those above the rank of administrative staff, and those excluded by The Labour Relations Act.

1.02 Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available, 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, home care, assistance of volunteers not displacing bargaining unit members or emergency aid when safety of the **person supported** 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 an average of sixty (60) or more hours per bi-weekly pay period.

2.02 **Part-time Employee**

Part-time employee means an employee who is normally scheduled to work less than an average of sixty (60) hours per bi-weekly pay period.

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.

2.04 **Term Employee**

Term employee means a newly hired 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 **Person Supported**

When the words “person supported” are used in relation to the workplace it shall mean those **people** who are receiving services from Visions of Independence, Inc.

2.09 **Spouse**

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 4 DEEMED FAIRNESS PROVISION

4.01 In administering this Agreement, the Employer 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 One (1) Joint Advisory Committee shall operate during the term of this agreement for the Winnipeg facilities and one (1) for the Central Region facilities. Each committee shall consist of up to two (2) employee representatives and two (2) Employer representatives from each Region who shall meet at least quarterly 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 in the Winnipeg Region and up to four (4) in the Central Region.

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 **Job Descriptions**

The Employer shall provide the Union with current job descriptions by January 1st of every year and all revisions subsequently. However if no revisions are made to job description(s) the Employer will not be required to provide further copies to the Union.

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 completes an employee's annual Performance Evaluation, the employee shall be entitled to receive a copy. The employee shall sign the Evaluation indicating only that they acknowledge receipt of same. The employee may respond in writing to the Evaluation within ten (10) working days and such response shall become part of their record.

6.08

Union Representative's Visits

- a) Upon prior notification to the Executive Director or designate, the authorized Union Representative of the Union shall be entitled to visit all work areas of the Employer's Operation where employees work, with minimum disruption to the **person supported** or the employees, for the purpose of communicating with employees in the workplace and to ensure that the terms of the Collective Agreement are being implemented. The Union recognizes the special nature of the facilities operated by the Employer and acknowledges that with the exception of emergency circumstances, union representative visits to facilities without advance notification and authorization will not be permitted.
- b) The full-time Union Representative shall communicate with employees during their meal and/or rest periods, whenever possible. However, if such communication must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the Full-time Union Representative.
- c) Discussions between the Full-time Union Representative and an employee shall be held in private so as to not distract other employees or **person supported**. Any such meeting shall take place in a location within the workplace designated by the Employer that is acceptable to the Union.

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 at least two weeks in advance of the date, time and location of the General Orientation. 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, 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 must serve a probationary period of four hundred eighty (480) hours worked 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. A new employee shall upon completion of one year of continuous service be reimbursed the costs of having produced a Criminal Check, a Drivers Abstract, a Child Abuse Registry Check and an Adult Abuse Registry Check. A new employee must provide the required checks within four (4) weeks of commencing employment unless an extension to this time frame is granted as a result of circumstances outside of the employee's control. Such circumstances must be justified by the employee by presenting the supporting documentation to the Employer. Documents produced shall be original documents and it shall be the employee's responsibility to request the reimbursement of the cost. Such reimbursement will be made upon the employee presenting the original receipt to the Employer.

The Employer may extend a new employee's probationary period, with agreement from the Union. Such an extension and the reasons why, shall be made known to the affected employee prior to the expiry of the original probationary period.

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.

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 A casual employee shall be terminated if they **do not work a minimum of twenty-four (24) hours in a three (3) month period. For the purpose of this article, attendance at training courses, workshops or seminars is not considered time worked when calculating the twenty-four (24) hours above.**

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, Casual status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave.**

Employees are responsible to update their telephone number, mailing address and e-mail address through the use of the self-service portal.

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 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. If the employee is to be laid off for greater than eight (8) weeks the provisions in The Employment Standards Code C.C.S.M. c. E110 regarding length of notice and pay in lieu of notice, or the fourteen (14) days above, whichever is the greatest, shall be followed.

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

The Employer agrees to give 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) Employees within the same job classification shall be offered available shifts caused by absences or unfilled vacancies by seniority within their classification first in their home department. For the purpose of this Article, home department is the location where employees work the majority of their permanent hours. Overall seniority shall not be affected unless proven otherwise by supporting evidence provided by **person supported**.
- (c) Employees from other work locations shall be offered available shifts caused by absences or unfilled vacancies by seniority if no employee from the home department is available to work the required shift, providing they are capable of performing the work (have the necessary training and minimum qualifications).
- (d) Part-time employees shall be offered available hours over casual employees providing it does not result in any overtime payment.

- (e) 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 **person supported** 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 any accrued paid time they may have earned and specify which one, 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 person supported or in the event of conflict between staff members which may cause anxiety or behaviour problems for the person supported.

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.

If an employee requests a transfer between communities in which Visions of Independence operates, the Employer will do its best to accommodate such a request. All seniority, benefits and wage rates will move with the employee.

ARTICLE 12 **JOB POSTINGS**

12.01 **Posting of Vacant Positions**

The Employer shall e-mail all notices of vacant positions to each work location, including a description of the duties of the job posted within the bargaining unit. These notices are to be printed and posted on the bulletin board in each work location for a period of seven (7) calendar days. The Facility Manager, Key Direct Support Professional (KDSP) and Shop Stewards shall have access to the e-mails above. The position will be awarded within ten (10) working days after the posting has been removed and the name of the successful applicant will be posted. The successful applicant will start in 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. The employer will establish an on-line platform for the employees to access job postings.

12.02 **Selection Process for Vacant Position**

Seniority shall be the governing factor in making a selection for a vacant position providing the employee possesses the required qualifications, is compatible with the person supported and has the demonstrated ability to perform the work required after being provided the necessary training within a familiarization period of twenty (20) shifts consistent with Article 12.03, Return to Former Position, herein.

In the event of no employees possessing the required qualifications, the Employer agrees to make their selection on the basis of the most senior employee who is compatible with the person supported and 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 after being provided the necessary training or if they request to return to their former position, the employee shall be returned to their former position or an equivalent position should their former position cease to exist at 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 without any notice.

12.04 Temporary positions of four (4) months 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, **for external conferences, workshops or seminars** the Employer agrees to pay for authorized transportation and accommodation, and reasonable meal expenses with receipts **when meals are not provided up to a maximum of twenty (\$20) dollars per meal or forty (\$40) dollar per day.** It is agreed that for the purpose of this Article, staff meetings are not considered to be conferences, seminars or workshops.

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

13.04 Minimum Training/Orientation

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

- a minimum of twenty-four (24) hours at each residence at which the employee works or may be required to work.
- a minimum of two (2) shifts at the day program at which the employee works or may be required to work there.

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, which shall consist of three (3) shadow shifts, the employee will not be solely responsible for any **person supported**, and shall be on duty primarily for training purposes.

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 bi-weekly pay period.

14.02 It is understood that the regular bi-weekly hours of work do not apply where an employee acts as a companion to the supported individual who goes on vacation outside of the Employer's premises. The employee shall be compensated for twelve (12) hours regular pay, 4 hours at time and a half (1 ½ X) regular pay and twenty (\$20) dollars for each full day of the resident's vacation. An alternate day off without pay shall be provided at a mutually agreeable time for each full day of the **person supported** vacation, if so requested by the employee. The overtime provisions of this Agreement shall not apply in these cases.

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.

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 of a facility or workplace due to adverse weather conditions or if the employee is physically unable to attend work due to adverse weather conditions **(including road closure)**.
- (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 within the program without incurring overtime. Alternatively, an employee may be provided the option to use either sick time or vacation time but this option is at the discretion of each Facility Manager based on operational requirements as well as the location of the facility.
- (c) If the Executive Director (or designate) authorizes an early closure of a facility or workplace due to adverse weather conditions, staff will receive pay for the full amount of their shift.

14.06 In any bi-weekly pay period employees will be scheduled two (2) consecutive days off except when requested by an employee to accommodate them.

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.

 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, including overtime to the Employer.

15.04 An employee who is ill must call their immediate supervisor/ **On-Call Manager** and their work location as soon as possible prior to the commencement of their scheduled shift. When calling in, the employee must speak with someone directly and not leave a voice message only.

15.05 If the Employer makes changes to a posted schedule, they shall provide as much notice as possible in person, by phone or in writing to the affected employee, rather than assuming the employee will check the schedule again themselves.

ARTICLE 16 TIME RECORDING

16.01 The Employer shall provide a standard methodology to enable employees to record their required hours worked for payroll purposes.

16.02 Recorded hours worked 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 **person supported**.

17.02 Meal and rest periods are paid time.

17.03 All meals provided in the residences by the Employer will be at no cost to the employees when taken in accordance with Article 17.01.

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

ARTICLE 18 PAYMENT FOR MEETING ATTENDANCE

18.01 Where the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting, in addition to travel time to and from the 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. If an employee must travel to another city to attend such meeting, time spent shall also include travel time to and from the meeting.

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.

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

19.03 Overtime When Paid

Overtime will be compensated for all authorized hours worked in excess of the regular scheduled work shift, where the regular scheduled work shift is a minimum of eight hours per day, or, where the employee works in excess of their normally scheduled shift which is more than eight (8) hours per shift to a maximum of twelve (12) hours per shift or in excess of eighty (80) hours in a bi-weekly pay period. For the purpose of this Article, a work day is from midnight to midnight and employees shall have a minimum of eight (8) hours of rest between shifts.

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	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	

as well as any holidays observed by the Municipal, 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 (1/5th) of their average weekly hours calculated using their hours worked/paid in the eight (8) weeks immediately prior to the general holiday;
- full-time employees shall receive general holiday pay based on one fifth (1/5th) of their average weekly hours calculated using their hours worked/paid in the eight (8) weeks immediately prior to the general holiday;

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 **Alternate Days in Lieu of General Holiday Pay/When Taken**

Alternate days off in lieu of general holiday pay will be granted for future use provided the employee has given the Employer a minimum of two (2) weeks' written notice prior to the general holiday. Employees can bank general holiday pay totalling a maximum of three (3) days before requesting their alternate time off. Once that alternate time off has been approved they can repeat the process. Failure to request the alternate time off will result in future general holidays being paid out at the time the general holiday falls until such time as the banked time is requested as time off.

Request for alternate days off shall be made and approved at least two (2) weeks in advance of the day or days wanted. Approval will be based on operational requirements and will be granted whenever possible. When a general holiday or an alternate general holiday has been granted, it will not be changed without the consent of the employee.

In the unusual event an employee is unable to provide two (2) weeks' advance notice of the required time off, the Employer will consider each such late request on a first come, first served basis taking into account the number of employee's already off work on the date requested as well as the ability to cover the requested time off. In such event, if the Employer is unable to cover the required shift, the employee agrees to request an alternate day in lieu of their general holiday.

ARTICLE 21 WAGES

21.01 The Employer agrees to pay wages to employees on a bi-weekly basis through direct deposit, in accordance with the minimum rates set out in Appendix "B" attached hereto and forming part of this Agreement. The cut off day for the purpose of calculating payroll will be the Tuesday midnight in the week preceding the Friday pay day. Pay stubs shall be made available to employees as soon as possible.

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 one (1) year.

ARTICLE 22 VACATIONS

22.01 Employees who have less than one (1) calendar 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 up to their anniversary date. 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) Full-time employees who have completed a full year's service based on their date of hire shall be entitled to vacation with pay as follows:
- i. ten (10) days after one (1) year or more continuous service;
 - ii. twelve (12) days after two (2) years or more continuous service;
 - iii. fifteen (15) days after three (3) years or more continuous service;
 - iv. twenty (20) days after six (6) years or more continuous service;

- v. twenty-five (25) days after eleven (11) years or more continuous service;
- vi. thirty (30) days after eighteen (18) years or more continuous service;
- vii. thirty-five(35) days after twenty-four (24) years or more continuous service.

B) Part-time employees shall be entitled to receive vacation pay as follows:

- i. after one (1) year or more of service based on the employees date of hire, four percent (4%) of gross wages earned in the qualifying year excluding overtime;
- ii. after two (2) years or more of service based on the employees date of hire, four point eight percent (4.8%) of gross wages earned in the qualifying year excluding overtime;
- iii. after three (3) years or more of service based on the employees date of hire, six percent (6%) of gross wages earned in the qualifying year excluding overtime;
- iv. after six (6) years or more of service based on the employees date of hire, eight percent (8%) of gross wages earned in the qualifying year excluding overtime;
- v. after eleven (11) years or more of service based on the employees date of hire, ten percent (10%) of gross wages earned in the qualifying year excluding overtime;
- vi. after eighteen (18) years or more of service based on the employees date of hire, twelve percent (12%) of gross wages earned in the qualifying year excluding overtime.
- vii. after twenty-four (24) years or more of service based on the employees date of hire, fourteen percent (14%) of gross wages earned in the qualifying year excluding overtime.

Such part-time employees shall be entitled to the same number of weeks of 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.

22.03 No vacation shall be earned during any period of unpaid leave of absence which exceeds three (3) calendar months in a vacation year.

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

22.05 **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.

22.06 **Vacation Pay - When Paid**

- (a) A full-time employee shall be paid their vacation pay as if the employee had remained at work.
- (b) 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.

Regardless of a part-time employees' length of service or vacation pay percentage entitlement, a part-time employee may not bank more than a maximum of six percent (6%) of gross wages earned in the qualifying year excluding overtime. At any point the amount of banked vacation pay exceeds six (6) percent it will be paid out to the employee and the banked vacation pay will be reduced to a maximum of six (6) percent.

Term employees, and casual employees shall be paid their vacation pay on each paycheque at a percentage rate corresponding to the vacation schedule in 22.02, Vacation Entitlement.

22.07 **Vacation Scheduling**

- (a) The employee shall be responsible to indicate preference of vacation dates between January 1st and March 1st of that year.

- (b) Provided that operational needs are met, the Employer will give priority according to seniority and no vacation requests shall be unreasonably denied.
- (c) The approved vacation schedule shall be posted no later than March 31st.
- (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 1st will be awarded on a first come first served basis taking into account the operational needs.
- (e) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer, unless operational conditions affecting vacation scheduling change. In any event if any employee has spent \$50 or more on their vacation plans, and can show such receipts, their vacation shall not be changed or they shall be reimbursed in full.
- (f) 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 parties agree to maintain a Safety & Health Committee, to represent the Winnipeg Region and the Central Region facilities. The committee shall meet quarterly during regular working hours. The Safety & Health Committee shall conduct safety tours of the Employer's operations at their respective locations. The Safety & Health Committee will be comprised of up to two (2) individuals appointed by the Union on behalf of the Winnipeg Region facilities and up to three (3) representatives on behalf of the Central Region facilities. Up to five (5) representatives will be 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 e-mailed 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, including travel time to attend the meetings, 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 (including travel time) when conducting business in accordance with Article 23.01, Safety and Health Committee, above.

23.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall not be required to pay lost wages in excess of two (2) regular work days (Example: an employee who regularly works twelve (12) hour shifts would be paid twenty-four (24) hours while an employee regularly working eight (8) hour shifts would be paid sixteen (16) hours) per committee member from the bargaining unit, per calendar year.

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 **person supported**, 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.

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 can be non-consecutive, if needed without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse, **common law partner**, child, stepparent, stepchild, **foster child**, 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 two (2) working days when necessary and can be non-consecutive, if needed without loss of wages, in the event of a death of the employee's **cousin, nephew, niece**, aunt or uncle. If the funeral referenced to in section (a) or (b) is more than two hundred (200) kilometers from the work location, 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, without 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 C.C.S.M. c. E110.

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

24.05 **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position and location occupied at the time such leave commenced, as long as the position and location continue to exist and as long as there are no conflicts between the employee and **person supported**. If the Employer cannot reinstate an employee to the exact position and location a similar position and location, if it exists will be offered to the employee at the same rate of pay.

24.06 **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.

24.07 **Jury/Court Leave**

Any employee who is summoned for jury duty/jury selection process or who receives a summons or subpoena to appear as a witness, in a Court of Law other than a proceeding occasioned by the 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.

24.08 **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.

24.09 **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 no later than the fifteenth (15th) day of the current month for a leave in the subsequent month. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly.

24.10 **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.

24.11 **Negotiations Leave**

The Employer agrees to allow two (2) employees from the Winnipeg Region and two (2) employees from the Central Region 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.

24.12 **Compassionate Care Leave**

Compassionate Care Leave shall be granted and administered in accordance with the provisions of *The Employment Standards Code C.C.S.M. c. E110*.

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.

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

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

24.14 The requesting and granting of leaves of absence shall be in writing and provided to the Employer four (4) weeks in advance of the leave, unless there is a good reason acceptable to the Employer that they could not provide the notice. If requested, the reasons for a refusal for a leave of absence will be provided by the Employer.

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 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 designated HR Department Representative. 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 designated HR Department Representative 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 Executive Director or designate within ten (10) calendar days. The Executive Director or designate shall meet with the employee and Union Representative to discuss the grievance within ten (10) calendar days. Following such a meeting, the Employer shall respond within ten (10) calendar days. Where the employee is not satisfied with the decision, the Union may proceed to have the matter arbitrated.

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:

1. Gavin Wood
2. Diane Jones
3. **Blair Graham**

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.

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.

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 person supported by Visions of Independence, Inc., sincere effort will be made to expedite the investigation process. A copy of the Department of Families 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. As much as is possible a mutually agreeable time and place for the meeting will be sought.

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

28.05 **Discipline**

Except in matters of discipline resulting from inappropriate actions/behaviour from staff 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 AND LETTERS

29.01 The Parties agree that attached Appendices and Letters of Agreement 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**

Notice of termination of employment, pay in lieu of notice and severance pay shall be provided by the Employer in accordance with The Employment Standards Code C.C.S.M. c. E110.

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

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

ARTICLE 31 EXPIRATION AND RENEWAL

31.01 This Agreement shall be in effect from August 1, **2020** and shall remain in effect until July 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.

31.02 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 The Employer will provide a Group Health and Welfare Benefit Plan for employees covered under A-1.02. A general description of the Health and Welfare benefits to be provided, terms and conditions, are as follows in A-3, Health and Welfare Plan. Employees and the Union will be provided with details of the Plan. For greater specifics relating to each benefit, the Plan text should be referred to.

A-1.02 Unless otherwise specifically stated, all of the benefits shall apply to all employees in the bargaining unit who work at least twenty-four (24) hours per week, 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 fifty (50%) percent of the cost of the premiums and the employees shall pay fifty (50%) percent of the cost of the premiums for all Health and Welfare benefits referred to in this appendix unless otherwise specifically stated. The employee's fifty (50%) percent of the cost of the premiums shall be deemed to cover the premium cost for their Long Term Disability and Life Insurance Coverage. Where the employee's fifty (50%) percent contribution does not cover the premiums the employee shall only pay the premium for Long Term Disability and Life Insurance.

A-1.04 Subject to A-3, Health and Welfare Plan, all medical benefits currently provided at Visions of Independence Inc., will continue to be provided subject to any changes agreed upon by the Employer and the Union.

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 may apply unused sick leave credits or unused personal hours for days of sick leave.

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 available sick leave credits or personal leave hours providing it has been mutually agreed to between the Employer and the employee.

Personal leave can be used by employees to attend to personal and family matters as well as be used in conjunction with sick leave. Personal leave is subject to advance authorization and mutual agreement between the employee and Employer unless in the event of an emergency. Employees shall provide as much advance notice as possible for all personal leave requests. All occurrences of personal leave usage must be of a minimum of four (4) hours unless the remaining balance of an employee's personal leave in a calendar year is less than four (4) hours.

A-2.03 Eligible active full-time employees shall be credited with forty (40) hours of sick leave and sixteen (16) hours of personal leave per calendar year. Active full-time employees shall be credited the above sick leave hours and personal leave hours effective the first pay period of each said calendar year.

Full time employees who become eligible for sick leave and personal leave at any other point during the calendar year will receive a prorated sick leave and personal leave credit based on the number of remaining pay periods in the year following their eligibility date. (Example a full time employee who becomes eligible in pay period fourteen (14) of twenty-six (26) would receive twenty (20) hours of sick time and eight (8) hours of personal time)

Eligible active full-time employees who have not used their full forty (40) hours of sick leave during the calendar year will be paid out any remaining hours of the sick leave credit at their current hourly rate of pay at the conclusion of the last pay period of the year.

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

A-2.05 The Employer may require the employee to provide a medical certificate for any absence of three (3) days or more and may require a physical examination and medical report to determine the employee's ability to fulfil the requirements of their position.

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 Sick leave credits and personal leave hours will be reported on employee pay statements.

A-3 Health and Welfare Plan

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

Life Insurance

Coverage is \$25,000. 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 \$25,000. 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 up to \$1,000,000 for trips up to 60 days in length

Prescription Drugs

80% 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 for 80% up to a maximum amount per calendar year:

Chiropractor	\$350 per calendar year/ up to \$30 per visit
Osteopath	\$350 per calendar year/ up to \$30 per visit
Podiatrist	\$350 per calendar year/ up to \$30 per visit
Massage Therapist	\$350 per calendar year/ up to \$30 per visit
Dieticians	\$350 per calendar year/ up to \$30 per visit
Acupuncturists	\$350 per calendar year/ up to \$30 per visit
Naturopath	\$350 per calendar year/ up to \$30 per visit
Speech Therapist	\$350 per calendar year/ up to \$30 per visit
Physiotherapist	\$350 per calendar year/ up to \$30 per visit
Psychologist	\$350 per calendar year/ up to \$30 per visit

Vision Care

Eye exams will be covered once every 24 months. The Employer shall provide two hundred fifty (\$250.00) dollars every twenty-four (24) months for employees and their dependants for the purchase of prescription lenses, frames, contacts.

Employee Assistance Program

This service provides access to confidential counseling and information services for employees and their dependents in a variety of quality of life areas which can include but is not limited to financial, emotional, marital, substance abuse, violence, trauma, legal, assistance.

Orthotic Inserts/Orthopaedic Shoes

This benefit provides a maximum of \$300 every 12 months for purchase of orthotic inserts, orthopaedic shoes or a combination of both.

Hearing Aids

This benefit is a maximum of \$700 every 5 years for the purchase of hearing aids.

Dental Care

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

Basic and Supplementary Basic Services	80% coverage
Dentures and Major Restorative Services	50% coverage to a combined maximum of \$1,500 per calendar year.

Critical Illness

A payment of \$25,000 is payable once in your lifetime if you are diagnosed with a critical illness as defined by the Plan. This insurance terminates at age 65 or retirement if earlier.

Short Term Disability (Weekly Indemnity)

The plan will pay 66.67% of weekly basic earnings. The premiums for this plan will be paid 100% by the employer. If the disability is due to a non-occupational accident or hospitalization, there is no waiting period. If the disability is due to sickness, there is a seven (7) day waiting period. Sick Leave credits and Personal Leave hours may be used to cover the waiting period. The Weekly Indemnity benefit is payable for up to seventeen (17) weeks and terminates at age **seventy (70)** or retirement, whichever is earlier. Terms of the benefit are as set forth in the contract issued by the benefits carrier.

Long Term Disability

This benefit pays 66.67% of the first \$4,000, plus 50% of the balance of monthly earning up to a maximum benefit of \$3,000 per month. There is a 120 day waiting period to get LTD benefits. Benefits are payable to age 65.

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 up to three percent (3%) per year. Employees may choose to make an additional contribution but such additional contribution will not be matched by the Employer.

APPENDIX “B” - Wages

	October 1, 2020
Direct Professional (DSP)	
Start	\$11.90
500 Hours Worked	\$11.90
1,750 Hours Worked	\$11.90
3,500 Hours Worked	\$11.93
5,250 Hours Worked	\$12.15
7,000 Hours Worked	\$12.37
8,750 Hours Worked	\$12.59
10,500 Hours Worked	\$12.81
12,250 Hours Worked	\$13.05
14,000 Hours Worked	\$13.28
15,750 Hours Worked	\$13.52
Key DSP (KDSP), Employment DSP (EDSP), Recreational DSP (RDSP)	
Start	\$12.01
1,750 Hours Worked	\$12.22
3,500 Hours Worked	\$12.43
5,250 Hours Worked	\$12.65
7,000 Hours Worked	\$12.87
8,750 Hours Worked	\$13.09
10,500 Hours Worked	\$13.31
12,250 Hours Worked	\$13.55
14,000 Hours Worked	\$13.78
15,750 Hours Worked	\$14.02

The following premiums shall apply to eligible employees and be in addition to the total wage rates consisting of the rates noted above and any Wage Enhancement Fund top-up. These premiums shall be effective on the date of ratification:

Specialty premium:

All KDSP, EDSP and RDSP shall receive a premium of twenty-five cents (\$0.25) per hour for all hours worked in that capacity

Seniority Premiums:

All employees with five (5) or more years of service shall receive a seniority premium of fifteen cents (\$0.15) per hour for all hours worked

All employees with ten (10) or more years of service shall receive a seniority premium of thirty cents (\$0.30) per hour for all hours worked (inclusive of the previous fifteen cents (\$0.15))

Top of Scale/Overscale Premium:

All employees at the top of their respective wage scale or overscale shall receive a premium of five cents (\$0.05) per hour for all hours worked

B-1.01 Effective April 1/10, any employee required to work a sleep night shift shall be paid minimum wage for each hour in the shift that they sleep. Any time during that shift that an employee is wakened to attend to **person supported**, they shall be paid one and one half times (1½ X) their regular rate of pay for all time awake and working. If the shift has both wake and sleeping hours the employee shall be paid their regular rate of pay for hours of support for which they are expected to be awake.

B-1.02 Existing employees who move to another classification with a higher rate of pay shall be placed at rate of pay for that classification based on overall accumulated working hours. Employees who have held the position before shall be credited with the aggregate amount of time they have served in the higher classification within the two year period prior to the date of the posting and placed on the wage scale at that level. They then shall move up the increments based on their service in the higher paid position.

B-1.03 Employees who are enrolled in the Disability and Community Support Program or have related education (1 year plus), the wage rate will increase by fifteen (15¢) per hour.

Employees who are graduates of the Disability and Community Support Program or have related education (2 years plus), the wage rate will increase by thirty (30¢) per hour.

B-1.04 **Increments**

Employees shall be placed on the scale where their service in the classification would place them and proceed up the scale based on their overall accumulated working hours. If an employee is at a higher increment level than their service would allow for due to previous service or experience or recruitment issues, they will proceed up the scale from that point.

B-1.05 **Overscale Employees**

All employees (**including those employees part of the Rainbow Residence transition**) who are currently being paid at a higher rate of pay than the scale in B-1 calls for shall maintain their rate of pay and shall receive the same percentage increase to their wages as those general wages increases provided to employees who are on the scale, at the same time as the other employees.

B-2 Vehicle Allowance

The use of personal vehicles by Employees shall be strictly voluntary. If any employee is offering their vehicle (voluntarily or not) for the use of tasks the employer requires of them the use shall be reimbursed as follows:

- (a) For employees who have completed one (1) year of continuous service the Employer agrees to pay all premium charges over the basic all-purpose insurance cost where legally required or recommended by Family Services.
- (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 Facility Manager or their designate requests employees to utilize their own vehicle, the Employer agrees to reimburse such employees at the rate of forty-two (42¢) 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.
- (e) Employees shall be reimbursed for the cost of the deductible or for the cost of the repair (whichever is the least amount) if their vehicle is damaged due to the actions of a **person supported**.

APPENDIX “C”

RESPECTFUL WORKPLACE POLICY

POLICY

The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. 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.
- (f) ensure that such matters are dealt with quickly and with as much confidentiality as possible in light of any investigation.

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 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 offence 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 shall include:

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

- (e) awareness sessions, training or counselling for supervisors and/or other employees;
- (f) directed changes to relationship practices or styles in the workplace;
- (g) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- (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.

LETTER OF UNDERSTANDING

BETWEEN:

VISIONS OF INDEPENDENCE, 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

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

This funding is to be applied as a top-up 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:

LETTER OF UNDERSTANDING

BETWEEN:

**VISIONS OF
INDEPENDENCE,
INC.**, in the Province of
Manitoba, hereinafter
referred to as the
"Employer",

AND

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

RE: COVID-19 Pandemic Plan

The COVID-19 Pandemic has been declared a provincial and federal state of emergency

The parties recognize the need to effectively manage staff while trying to limit exposure as much as possible. At this present time the concern for everyone's health and wellbeing is of utmost importance.

In light of the current emergency we are facing there could be violations to areas of the Collective Agreement. Some changes that we already know could take place or already have taken place go as follows:

- Limiting the amount of staff in the houses
- Offering overtime to employees already working in the houses
- Extended hours of work
- Strict protocol on washing hands, sanitizing and social distancing

The parties recognize that every day we receive new and different information on COVID-19. As we learn more it is understood that practices and policies may change. Prior to any changes or potential violations to the Collective Agreement, the Employer agrees to notify the Union and discuss the changes that will be occurring and what impacts they have on the collective agreement.

The parties will work together to mitigate any violations of the Collective Agreement as much as possible. The parties also agree that the Union still reserves its right to file grievances if the Employer violates the Collective Agreement that is not resolvable between the parties or is a violation of the Collective Agreement that the Union deems is not relevant to the pandemic.

In the event the Provincial or Federal government makes new recommendations to start easing up on social isolation or exposure the parties agree to discuss those changes and how they will be implemented into the workplace.

Once the Provincial or Federal Government declares the state of emergency over, all practices will revert back to those outlined in the Collective Agreement and this letter will cease to exist.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:
