

**BRANDON COMMUNITY  
OPTIONS INC.**

FROM: April 1, 2024  
TO: March 31, 2027

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



# BRANDON COMMUNITY OPTIONS INC.

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**EXPIRY: MARCH 31, 2027**

**AGREEMENT BETWEEN:**

**BRANDON COMMUNITY  
OPTIONS INC.**, located in the  
Province of Manitoba, hereinafter  
referred to as the "Employer"

**AND**

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

**ARTICLE 1 PURPOSE**

- 1.01 It is the desire and purpose of both parties to this Agreement to:
- (a) maintain harmonious relations between the Employer and its employees;
  - (b) promote the well being and security of employees within the resources made available to the Employer;
  - (c) promptly adjust disputes which may arise between the parties;
  - (d) promote and encourage efficient service up to a high standard; and
  - (e) recognize that the highest regard and principle consideration must be the care and welfare of the residents and home-member/participant of the Employer.

**ARTICLE 2 BARGAINING AGENCY**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the Province of Manitoba, save and except the Administrator, up to two (2) secretaries, four (4) Directors of Programming, persons employed as Nurses, persons employed under any government-sponsored program such as Career Start and those persons excluded by the Labour Relations Act.



- (a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, 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, layoff, 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 service; 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 time;

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

4.02 In administration of this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **ARTICLE 5 JOINT LABOUR MANAGEMENT COMMITTEE**

5.01 A Joint Labour/Management Committee shall operate during the term of this Agreement consisting of not more than four (4) employees selected by the Union and an equal number of employer representatives who shall meet at least once every three (3) months or more often by mutual agreement to discuss working conditions, economy of operations, quality and quantity of service and other matters to promote a harmonious relationship between the Employer and its employees. Employees shall suffer no loss of pay or be entitled to overtime as a result of attending such meetings. The parties will endeavour to hold all meetings during work time but, if this is not possible, employees who attend a Joint Labour/Management Committee meeting outside of work time will be paid straight time for all time spent at the meeting.



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

6.01                    The Union shall notify the Employer in writing of the names of its shop stewards and committee person and of any changes as they occur.

6.02                    The Employer agrees to recognize one (1) shop steward per work location as selected by the employees in the bargaining unit. Shop stewards will not be permitted to wear shop steward badges while in the community with a home-member/participant however, shop stewards' badges may be worn in the workplace.

6.03                    Shop Stewards are not permitted to investigate grievances during their working hours nor shall they conduct Union business with an employee during their working hours without the specific consent of the Employer.

6.04                    Leave of absence without pay and without loss of seniority may be granted to an employee who is absent from work to attend Union conventions, conferences, schools or seminars. No more than two (2) employees shall be permitted a leave of absence at any one time.

                          The Union or the employee must submit a written request for a leave of absence at least fourteen (14) calendar days in advance of the date the requested leave is to commence.

6.05                    Leave of absence without pay shall be granted for a period of one (1) year, renewable from year to year, to an employee with a minimum of one (1) years' service who is engaged full-time in union activities. During the first year of such period of absence, seniority will continue to accrue. For absence of more than one (1) year seniority will be retained but will not continue to accrue.

6.06                    (a)                    Where the Employer conducts a performance appraisal (also referred to as a written assessment or evaluation), the employee shall be entitled to receive a copy. Employees shall sign the assessment indicating only that they have read and understands the contents. The employee may, within thirty (30) days of having received a copy of the assessment, respond in writing to the assessment, which response shall be part of their record.

                          (b)                    Upon the written request of an employee, once every six (6) months (or more often if necessitated by a grievance), their personnel file may be examined by that employee at a prearranged and agreed upon time at the central office.

6.07                    The interview of an employee by a Union Representative shall only be conducted in a place specifically designated by the Employer and held at such time as will not interfere with the needs of the home-member/participant or the operation of the workplace.

6.08 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.

## **ARTICLE 7 CONTRACTING OUT**

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

## **ARTICLE 8 UNION SECURITY**

8.01 The Employer agrees to retain in its employ within the bargaining unit only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff.

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

The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer. The Employer agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

### **8.02 Orientation Program**

The Employer agrees that new employees will be allowed up to thirty (30) minutes time off with pay in order to meet with the full-time Union Representative and/or Shop Steward for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the United Food & Commercial Workers Union, Local No. 832. This meeting shall take place at a time mutually agreeable between the full-time Union Representative and/or Shop Steward and the Employer.

## **ARTICLE 9                    DEDUCTION OF UNION DUES**

9.01                    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 **accounting department/bookkeeper** 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.

9.02                    The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

9.03                    Each year the Employer will calculate the amount of Union dues, initiation fees and assessments deducted from the employees' wages and indicate same on the T-4 slip of each employee no later than February 28<sup>th</sup>.

## **ARTICLE 10                  PROBATIONARY PERIOD**

10.01                  All employees must serve a probationary period which consists of their first four hundred and eighty (480) hours worked. When the probationary period expires, the employee's seniority shall then be dated back to the employee's last date of hire.

10.02                  A probationary employee may be dismissed without cause and shall not have recourse to any grievance or arbitration procedures in the event that such probationary employee is terminated during their probationary period.

## **ARTICLE 11                  STRIKES AND LOCKOUTS**

11.01                  The Union and all its Representatives agree that there shall be no strikes, picketing, sitdown, slowdown, or any suspension of or interference with work during the term of this Agreement.

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

11.03 The Employer agrees that it shall not ask, require or in any way force or compel members of the Union to cross any established legal picket line or to supply any services to any strike-bound employer, nor shall any employee lose any pay as a result of refusing to do so.

In the event an employee decides, due to necessity, to cross a picket line during working hours, the employee will be allowed to contact the Union Representative for immediate assistance in obtaining permission from the striking union to cross the picket line.

## **ARTICLE 12 SENIORITY**

- 12.01 (a) Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed the probationary period.
- (b) In January and July of every calendar year, the Employer shall make available in each location the full seniority list showing start date, seniority date, classification and department (if applicable). 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/Term status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave)
- (c) If more than one employee has the same seniority date, the employees shall be placed on the seniority list in order of their birthdays in the calendar year. If the reason that employees have the same seniority date is due to a merger or acquisition with Brandon Community Options, they shall be placed on the seniority list in the order of their length of service with the organization that merged with Brandon Community Options. Their length of service with that organization will also be added to their service with Brandon Community Options to determine the number of weeks of vacation entitlement they will have at Brandon Community Options.

12.02 Employees shall lose their seniority and their employment shall cease for any one (1) of the following reasons:

- (a) the employee resigns; or
- (b) the employee is discharged by the Employer and not reinstated through the grievance and/or arbitration procedure; or

- (c) the employee has been on layoff continuously for twelve (12) months; or
- (d) the employee fails to return to work on recall within five (5) calendar days of a registered letter being sent to said employee's last recorded address on file with the Employer or within three (3) days of direct contact with a management representative of the Employer; or
- (e) the employee is absent from work without an acceptable explanation for a period of two (2) or more working days; or
- (f) the employee fails to return to work on the day specified in accordance with an approved leave of absence including vacation or suspension.

12.03 Employees will be laid off work in reverse order of seniority providing the senior employee possesses the required qualifications and skills to perform the necessary job functions following a familiarization period. Employees will be re-called to work from layoff in order of seniority providing the employee possesses the required qualifications and skills to perform the necessary job functions following a familiarization period.

It is understood that a familiarization period does not require the Employer to train the employee and shall not extend beyond five (5) shifts.

12.04 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.

12.05 The Employer agrees to give two (2) weeks' notice prior to permanently changing an employee from full-time to part-time.

12.06 The Employer agrees that the more senior employees shall be given the opportunity to work shifts in addition to their regular schedule, if they can be contacted by the Employer within a reasonable period of time, to work such shifts providing no overtime results.

When an employee uses banked time to take a shift off they will continue to be contacted for shifts outside of the time taken (e.g. Wednesday 9am to 5pm shift booked off with banked time, any shifts outside of that period will still be available to be picked up). Banked time used is not considered time worked for the purpose of calculating overtime. Employees will not be contacted about additional shifts during scheduled vacation

All call-ins will be made in accordance with policies recommended by the Labour Management Committee from time to time.

12.07 No employee shall be permanently transferred to a position outside of the bargaining unit without the consent of the employee.

12.08 No employee shall be permanently transferred to another position within the bargaining unit without their consent if said transfer results in loss of pay and/or a significant change in hours worked.

Employees transferred to another house will be given fourteen (14) days' notice, except in the case of an emergency, in which case management will discuss the matter with the Coordinator, employee involved and the Union.

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

12.10 Seniority will continue to accrue during all approved paid and unpaid leaves of absence. For the purposes of progressing upward in the rates of pay increments, "months of service" shall mean actual calendar months in which any hours were worked.

### **ARTICLE 13 VACANCIES/JOB POSTINGS/PROMOTIONS/TRANSFERS**

13.01 The Employer shall post notice of vacant positions within the bargaining unit on the bulletin board in work locations for a period of six (6) working days. In addition the employer will also email a copy of the posting to each employee. The Employer will also put the vacant position posting on the employer's webpage. The notice shall identify the types of duties required, location, the qualifications and abilities necessary, classification and wage rate and a closing date for receiving applications. Employees must submit a written application form for any posted position prior to the end of the working day on the closing date.

13.02 Where the qualifications and abilities of the applicants are relatively equal, seniority shall then be used in making the selection for the vacant position. The employer agrees to make a decision within five (5) working days from the closing date for receiving applications.

Where the senior applicant is not awarded a posted position, the Employer will inform the Union, upon request, of the reasons for same. Names of successful applicants will be posted at the main office.

13.03 All vacant positions will be posted within three (3) working days of the vacancy occurring.

Vacancies which are not awarded to current bargaining unit employees and which are not filled by outside applicants within twenty (20) working days shall be referred to the Joint Labour Management Committee for discussion.

13.04 Employees promoted to the Coordinator or Assistant Coordinator position shall serve a trial period of ninety (90) days. If within this ninety (90) day trial period the employee proves unsatisfactory, or if the employee requests to return to their former position, the employee will return to their previous position and appropriate rate of pay. All other affected employees will be returned to their previous positions and appropriate rates of pay and without any notice.

13.05 The Employer agrees to post any term position which is of two (2) weeks or greater duration, except for vacation. The term posting shall include the start date and the end date of the position when known.

13.06 Employees will only be directed to work locations within the community in which they normally work, unless the employee agrees to go to another community.

13.07 All call-ins will be made in accordance with policies recommended by the Labour Management Committee from time to time and subject to 3.01 (d).

13.08 **Change Work Locations**

An employee shall not be required to change work locations on a permanent basis except in the event of the closure of the residence, in the event of a reduction in staff, in the event of a serious conflict with a client/resident, for any training or mentorship purposes, based on direction or recommendation from the Department of Family Services or in the event of conflict between staff members which may cause anxiety or behavior problems for the client/resident.

In the event of a contemplated permanent change of work location, a meeting shall take place to discuss such matter between the employer and the employee prior to the change taking place. The Union Representative will be given notice that such meeting will be taking place.

When an employee is required to change locations on a temporary basis the employer will give the affected employee as much notice as possible. The employer may reassign staff temporarily to other locations to cover for illness, vacation, and unexpected absences including unfilled vacancies.

## **ARTICLE 14            PROMOTION OUTSIDE OF BARGAINING UNIT**

14.01            Where employees are promoted outside the bargaining unit they shall carry their seniority with them. If within three (3) months worked from the date the employee was promoted to the position, the employee proves to be unsatisfactory or if the employee requests to return to their former position, the employee shall be returned to their former position and appropriate 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.

14.02            Where the Employer permits an employee who has been continuously employed by the Employer to re-enter the bargaining unit, the employee shall maintain their service only for the purpose of wage rate and vacation entitlement.

## **ARTICLE 15            TRAINING**

15.01            Where feasible, the Employer shall assist in the professional development of employees. Employees agree to participate in workshops provided by the Employer.

15.02            Where the Employer compels employees to attend a conference or workshop, the employees shall suffer no loss of regular pay for their attendance. They shall be paid for all travel time and actual conference/workshop time. If that total exceeds eight (8) hours per day, overtime will be paid at the appropriate rate of pay. In addition, the Employer also agrees to pay for authorized transportation and accommodation, and reasonable meal expenses with receipts to a maximum of forty (\$40.00) dollars per day excluding alcohol.

15.03            It is the responsibility of employees to ensure that they have the necessary certification/academic standing as may be legislated or regulated by the Province of Manitoba to perform their job.

15.04            All required courses (including all reading materials) will be paid by the Employer, except where employees voluntarily leave the bargaining unit within ninety (90) calendar days following the course.

15.05            Employees who successfully complete the Disability and Community Support Diploma Program courses will be reimbursed for their share of the cost of the course(s), including all required reading material, except where employees voluntarily leave the bargaining unit within ninety (90) calendar days following the course.



## **ARTICLE 16            HOURS OF WORK**

16.01                      Full-time employees shall not work a shift less than seven (7) hours or more than eight (8) hours.

Employees working split shifts will not have any more than six (6) or seven (7) hours off between the split. No full-time employee shall be required to work more than three (3) six (6) hour off and two (2) seven (7) hour off split shifts in a bi-weekly period.

## **ARTICLE 17            POSTING OF WORK SCHEDULES**

17.01                      The Employer agrees to have a monthly work schedule posted for all employees no later than the 13<sup>th</sup> day of the current month for the subsequent month. Available shifts will be made available to staff in that work location on that date for two days prior to staff being called from outside the location to be offered shifts on the 15<sup>th</sup> of each month for the subsequent month. In a month where the 13<sup>th</sup> falls on a weekend, the work schedule shall be posted by the 11<sup>th</sup> so that calling will still be done by the 15<sup>th</sup>.

17.02                      No employee who is ill, on vacation or on authorized leave of absence will be required to find a replacement suitable to the Employer for said employee's scheduled shift(s) during such periods.

17.03                      An employee scheduled to work, who wishes to exchange a shift or shifts with another employee may request permission from the employer to do so providing:

- i)            the request is made in writing at least five (5) working days, if possible, prior to the first shift which is to be worked;
- ii)          that such request is signed by both employees who are making the change, as well as the affected coordinators.

The Employer shall consider each request on an individual basis and shall not unreasonably deny same.

17.04                      Any major changes to the work schedule will be re-examined for efficiency one (1) month after the effective date of the change.

17.05                      The scheduled hours of employees may be changed without notice only in the event of an unscheduled absence of employees, or in the event of emergencies, such as snowstorm, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or three (3) hours additional pay, at the straight time rate, in lieu of notice. Once

an employee agrees to pick up an additional shift(s) at least 48 hours prior to when it would be worked, a change of that time would also fall under the above rules for notice.

17.06 All other full-time employees will be scheduled at least two (2) weekends off (Saturday/ Sunday or Friday/Saturday if working nights) per month. All other part-time employees will be scheduled at least one (1) weekend off (Saturday/ Sunday or Friday/Saturday if working nights) per month.

## **ARTICLE 18 TIME SHEETS**

18.01 Employees shall submit their hours worked for payroll purposes through electronic submission via a device provided by the Employer.

18.02 Time sheets or its electronic equivalent shall be retained by the Employer for a minimum of three (3) years in the event verification is required regarding hours worked.

18.03 Time sheets or its electronic equivalent will not be altered without the consent and knowledge of the affected employee.

## **ARTICLE 19 MEAL AND REST PERIODS**

19.01 To meet the needs of the home-member/participants, it is recognized and agreed that employees must remain at work from the start of their shift until its ends unless sent home by the Employer. All meal periods and rest periods for residential workers shall be supplied by the Employer and taken with the home-member/participants as required and be time paid.

19.02 The existing flexible arrangements whereby employees may take reasonable lifestyle breaks at appropriate times will continue in effect provided that the arrangements will not be abused and further provided that the health and safety of home-member/participants are not jeopardized.

## **ARTICLE 20 PAYMENT FOR MEETING ATTENDANCE**

20.01 When the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting shall be considered time worked.

**ARTICLE 21            OVERTIME**

- 21.01            (a)    Except as provided below, all time worked by a full-time employee in excess of their regularly scheduled work week shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
- (b)    Except as provided below, all time worked by part-time employees in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate of pay.
- (c)    In the week in which a general holiday(s) occurs, the basic work week for full-time employees shall be reduced by one (1) day for each general holiday occurring during that week.

In a bi-weekly period in which a general holiday(s) occurs, the basic bi-weekly work period for part-time employees shall be reduced by one (1) day for each general holiday occurring during that bi-weekly period. For example, in a bi-weekly period in which one (1) general holiday occurs, the basic bi-weekly work period shall be seventy-two (72) hours, and in a bi-weekly period in which two (2) general holidays occur, the basic work period shall be sixty-four (64) hours.

- (d)    For purposes of computing overtime, all time off work which is directly paid to the employee by the Employer or the Union for reasons such as bereavement leave, jury/court leave, sick leave, family responsibility leave, vacation leave and Union business will be considered time worked.

21.02            It is recognized by the parties that overtime shall be required as a condition of employment and may only be authorized by the Administrator or a Coordinator designated by the Employer to authorize overtime. However no employee shall leave residents unattended whether their shift has come to an end or otherwise.

21.03            Overtime of less than three (3) hours which will be offered within the location first by seniority.

If an employee calls in one hour or less prior to their shift starting and no one from the location has agreed to pick up the shift at the rate of overtime required and an Apartment Coordinator, Assistant Coordinator or Coordinator are already working, they may agree to accept the shift at their own overtime rate of pay.

Any overtime greater than three (3) hours and the overtime less than three (3) hours which has not been filled within the location will be offered to the most senior employee in the bargaining unit who is able to perform the required work first at the rate of the overtime required and thereafter employees will be requested to work any required overtime (at the rate of the overtime required) in decreasing order of seniority. If no employee is willing to perform the overtime at the rate of the overtime required, employees will then be offered overtime in order of bargaining unit-wide seniority at their own rate of pay.

Probationary employees will not be offered overtime unless no other employee is available to work.

21.04 (a) At the option of the employee, overtime will be compensated either by paying the employee one and one-half (1½) times the appropriate regular hourly rate or by permitting the employee to bank up to two hundred and fifty (250) overtime hours (three hundred and seventy-five (375) hours' time off) including time worked on general holidays. Such time may only be taken with the prior authorization of the Administrator or Coordinator.

(b) Employees will be allowed to carry over their banked overtime from year to year, providing the amount of banked overtime does not exceed two hundred and fifty (250) overtime hours (three hundred and seventy-five (375)).

(c) In addition to time off approved in (a), employees will be entitled to use their banked overtime to cover loss of wages during inclement weather where road advisories are issued, and/or cannot attend at work due to evacuation or isolation due to flooding, subject to 28.15 or in the event of a personal emergency or in lieu of sick time if their sick leave bank is empty or to provide pay for any unpaid bereavement leave or unpaid educational leave of absence which has been granted by the Employer.

For the purpose of this Article, the Employer may request a brief summary regarding the nature of the personal emergency and such summary shall be provided by the employee while ascertaining that personal privacy is being respected.

(d) Employees may, twice per fiscal year, request in writing with two (2) weeks' notice to have all or part of their banked time paid out on the following pay period. Such cheque will be the amount requested less all statutory deductions.

(e) Vacation requests will be given priority over banked time requests.

21.05                    **Reporting Pay**

Unless they have been notified beforehand not to report for work, employees reporting for work at their scheduled starting time shall be provided with a minimum of three (3) hours' work or pay in lieu thereof. This provision shall not apply to an employee who is late for a shift and a replacement employee has been contacted to work the shift. This provision does not apply when a portion of the scheduled split shift in a work day is less than three (3) hours.

21.06                    With the exception of split shifts, the Employer will endeavour to give eight (8) hours off between scheduled shifts. Where shifts are consecutive from one calendar day to the next, overtime will be paid for all hours beyond eight (8) consecutive hours worked. In addition, where (8) hours are not given off between shifts, overtime will be paid for all hours worked during the first eight (8) hours following the end of the employee's immediately previous shift.

21.07                    The Employer agrees to provide eight (8) hours' notice to an employee whenever their overtime shift is cancelled. Failure to provide such notice to the affected employee shall entitle the employee to three (3) hours pay at the applicable overtime rate.

**ARTICLE 22            GENERAL HOLIDAYS**

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

- |                      |                         |
|----------------------|-------------------------|
| New Year's Day       | Labour Day              |
| Louis Riel Day       | <b>Orange Shirt Day</b> |
| Good Friday          | Thanksgiving Day        |
| Easter Monday        | Remembrance Day         |
| Victoria Day         | Christmas Day           |
| Canada Day           | Boxing Day              |
| August Civic Holiday |                         |

and any other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

In addition to the general holidays referred to above, all employees shall be entitled to take two (2) floating holidays per fiscal year. Said floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Employer.

22.02                    Employees are 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.

22.03 Subject to the eligibility requirements of 22.02 above, part-time employees shall receive general holiday pay based on one fifth (1/5) of their average weekly hours calculated using their hours worked in the four (4) weeks immediately prior to the general holiday.

22.04 Employees who work 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 their general holiday pay.

## **ARTICLE 23      WAGES**

23.01 The Employer agrees to pay wages to employees on a bi-weekly basis in accordance with the minimum rates set out in Appendix "A" attached hereto and forming a part of this Agreement.

23.02 Where the Employer directs an employee to perform substantially all of the duties and responsibilities of some other position which has a higher rate of pay and the employee fulfills those duties and responsibilities for more than one (1) full working day, they shall be paid at the higher rate of pay for the other position from the date of taking over those duties and responsibilities until the employee is returned to their own position by the Employer. Where an employee performs the duties of a lower paying position, other than in a layoff/recall situation or at the request of the employee, the employee's rate of pay shall not be reduced.

23.03 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 the new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 27 of this Agreement.

23.04 At the discretion of the Employer, new or rehired employees may be paid a starting rate of pay which recognizes their previous directly related experience.

23.05 Employees are to be paid every second Friday by way of direct deposit to the financial institution of the employee's choice.

In the event an employee's pay cheque has a shortage error of more than fifty (\$50.00) dollars due to an Employer error, the employee must report the error by no later than Friday 4:00PM and the deposit correcting the error will be issued within three (3) business days. If the error is reported after the deadline noted above, it will only be corrected on the next regular payroll deposit.

23.06 Staff accompanying a home-member/participant on the home-member/participant's vacation will be paid straight time for each consecutive hour spent with a home-member/participant while on the home-member/participant's vacation up to a maximum of sixteen (16) hours per day and eight (8) hours paid at minimum wage for each night of sleep.

## **ARTICLE 24 GROUP INSURANCE BENEFITS/SICK LEAVE**

### **24.01 Sick Leave**

Except as provided in 24.09 below, employees are only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury. Employees shall only be paid for such absences to the extent that they have accumulated sick leave credits.

#### **Sick Leave Credits for Dental and Medical Appointments**

Employees not able to make medical or dental appointments during non-working hours will be allowed to attend such appointments and will be allowed to use sick leave credits up to a maximum of forty (40) hours per fiscal year. The Employer reserves the right to request proof of attendance at the medical or dental appointment.

24.02 Sick leave credits shall accumulate for full-time employees at the rate of eight (8) hours per one hundred and **thirty (130)** hours worked to a maximum of **four hundred (400)** hours.

Sick leave credits shall accumulate for sleep night full-time employees at the rate of twelve (12) hours per **one hundred and ninety-five (195)** hours worked to a maximum of **six hundred (600)** hours.

Sick leave credits for part-time employees shall accumulate at a rate of eight (8) hours for each one hundred and **thirty (130)** hours worked hours worked to a maximum of **three hundred (300)** hours.

Sick leave credits will not accumulate while an employee is on an unpaid leave of absence.

Effective in the first pay period of every fiscal year, all employees who have not used sick time (family responsibility leave excluded) over the previous fiscal year and who meet the qualifying requirements, shall receive the following attendance bonus:

- Seven hundred and fifty (\$750) dollars for full-time employees.
- Five hundred (\$500) dollars for part-time employees who have worked a minimum of 1250 hours the previous fiscal year.

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

24.04 The Employer may require an employee to provide a medical certificate for any absence of more than three (3) days.

24.05 The Union acknowledges the Employers Attendance Management Policy. When employees receive notice that they are being reviewed under this policy, they shall have a listing of all of their absences which triggered the review, attached to said communication. These notices shall not be given unreasonably and are for suspected abuse only. If there are disputes as to the accuracy of the dates, types or numbers of hours of absences, the parties will meet in an attempt to resolve the dispute. If there is no satisfactory resolution, the employee has the right to grieve the matter. 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.

24.06 An employee must notify the Administrator or their designate of their inability to report for work due to illness or injury prior to the employee's shift commencing. Each employee is required to complete a sick time record form as provided by the Employer.

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

24.08 **Group Insurance Benefits**

Eligibility, enrolment, premiums, coverage and participation shall be subject to the provisions of the Insurance Plan as determined by the carrier as defined in Appendix B-1.



24.09

**Family Responsibility Leave**

In the event of serious illness, injury, medical (including behavioral or psychological), dental, school or planning meeting appointments, occurring to an employee's spouse (including common law spouse or partner), parent, child, stepchild, stepparent, grandchild and foster child or sibling, the employee may utilize up to one hundred and forty (140) hours of accumulated paid sick leave entitlement per fiscal year for the purpose of enabling the employee to attend to the needs of their eligible relative requiring care. The Employer may request, and if so, shall be provided with a medical certificate verifying the illness, injury or appointment and the time involved in order to establish eligibility under this article. Such a certificate shall be requested within twenty-four (24) hours of the incident if no notice was able to be provided or prior to any appointment being attended, or the Employer forfeits the right to make such a request.

It is understood that absences due to family responsibility leave may not be included under the Attendance Management Policy if documentation is provided.

**ARTICLE 25 VACATION**

25.01 The vacation year shall be based on the Employer's fiscal year (April 1st to March 31st). Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment.

25.02 **Vacation Entitlement**

Employees shall be entitled to annual vacations with pay as follows:

- (a) two (2) weeks after one (1) year of continuous service with pay for the two (2) weeks in an amount equal to four (4%) percent of the employee's regular earnings paid in the previous fiscal year;
- (b) three (3) weeks after three (3) years of continuous service with pay for the three (3) weeks in an amount equal to six (6%) percent of the employee's regular earnings paid in the previous fiscal year;
- (c) four (4) weeks after six (6) years of continuous service with pay for the four (4) weeks in an amount equal to eight (8%) percent of the employee's regular earnings paid in the previous fiscal year;
- (d) five (5) weeks after ten (10) years of continuous service with pay for the five (5) weeks in an amount equal to ten (10%) percent of the employee's regular earnings paid in the previous fiscal year;

- (e) six (6) weeks after fifteen (15) years of continuous service with pay for the six (6) weeks in an amount equal to twelve (12%) percent of the employee's regular earnings paid in the previous fiscal year;
- (f) seven (7) weeks after twenty (20) years of continuous service with pay for the seven (7) weeks in an amount equal to fourteen (14%) percent of the employee's regular earnings paid in the previous fiscal year;

25.03 Employees MUST use all vacation entitlement prior to March 31st of the vacation year following that in which it was earned. **In the event an employee wishes to not use up to one (1) week of their vacation and instead have it paid out, they shall notify the employer prior to February 1st. Any monies owed will be paid within two (2) pay periods following the notification to the Employer and the time will be forfeited.**

25.04 **Vacation Scheduling**

Vacation schedules within each work location shall be established as follows:

- (a) A list of employees in the work location by seniority shall be posted not later than February 1<sup>st</sup> of each year;
- (b) Between February 1<sup>st</sup> and March 1<sup>st</sup>, employees will be given the opportunity of indicating their choice of vacation time and shall attempt to agree on their vacation preference;
- (c) Where there is a conflict in vacation preference an employee may elect to exercise their seniority over another employee who is less senior and has requested the same period of vacation. An employee may elect to exercise their seniority only once per two (2) vacation years;
- (d) Following March 1<sup>st</sup>, employees who have not indicated their choice of vacation time may only have vacation requests allocated by the Employer based upon first request, first approved;
- (e) Full-time employees shall always have preference over part-time employees in scheduling vacations;
- (f) Part-time employees with three (3) weeks or less of vacation entitlement as per 25.02 shall be entitled to take one (1) week of their vacation days on an individual basis, subject to subsection (d) above. Part-time employees with four (4) weeks or more of vacation

entitlement as per 25.02 shall be entitled to take two (2) weeks of their vacation entitlements on an individual basis, subject to subsection (d) above;

- (g) Part-time employees who are on a vacation week in which they would normally be otherwise regularly scheduled for three (3) shifts or less shall be entitled to avail themselves for and be offered additional shifts on those days which are not their regularly scheduled days. It is understood that if an employee chooses to accept a shift during such vacation week when they are offered it, they will not qualify for the Vacation Call Back payment referenced in 33.01;

all above noted requests are subject to operational requirements of the Employer being met.

#### 25.05 Vacation Pay in Advance

Where a full-time employee submits a written request twenty-one (21) calendar days in advance of the start of their approved vacation, said employee is entitled to be paid on the day immediately preceding the first day of their vacation, said employee's wages which would be owing on the pay days which fall within their vacation period.

25.06 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. If granting an extra day's vacation will hamper operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

25.07 Where an employee's scheduled vacation has been approved by the Employer, the approved dates will not be changed without two (2) weeks prior notice being given to the employee by the Employer and will not be changed in any event where the Employer receives evidence that the employee has more than Fifty (\$50) Dollars in non-refundable deposit committed prior to the requested vacation schedule change.

25.08 If an employee becomes seriously ill or injured or confined while on vacation, the employee must promptly file a claim for weekly indemnity benefits or sick leave and their vacation shall cease on the date they became ill and/or injured. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.

25.09 No employee may utilize vacation earned until they have completed the probation period.

25.10 Employees may cancel their vacation however vacation cancelations shall not exceed four (4) instances per vacation year and must be done no less than two (2) weeks prior to the scheduled vacation unless mutually agreed between the Employer and employee or unless prior to the scheduled vacation within the two (2) week period the employee becomes seriously ill or injured.

## **ARTICLE 26 GRIEVANCE PROCEDURE**

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

### **26.02 Step One:**

The grievor will first submit the grievance to the Union Representative, who shall then submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance to the Human Resources Manager or designate. The written grievance shall set forth the nature of the grievance, the Article or Articles of the Collective Agreement allegedly violated, and the remedy or correction required. The Human Resources Manager or designate shall respond within ten (10) calendar days of receiving the written grievance.

### **26.03 Step Two:**

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

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

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

## **ARTICLE 27      ARBITRATION**

27.01                    If a grievance is not resolved under the grievance procedure then upon request of either party, the grievance shall be submitted to an Arbitrator, who shall be chosen in rotation starting from the top of the following list:

- (1)     Gavin Wood
- (2)     Blair Graham
- (3)     Colin Robinson
- (4)     Karine Pelletier
- (5)     Michael Green

27.02                    Any individual above, who has been requested to act as Arbitrator on an arbitration when the grievance is withdrawn or resolved by the parties, shall act as Arbitrator on the subsequent arbitration.

27.03                    In reaching a decision, the Arbitrator shall be solely governed by the provisions of this Agreement and shall render their decision within thirty (30) calendar days from the last day of the hearing.

                              The parties agree that due to the specific and unique needs of the home-member/participants who are under the care of the Brandon Community Options that the matter or discipline imposed by the Employer must be considered in a different light by an Arbitrator. The Employer may be required to act upon a complaint of a home-member/participant or other person which results in the belief of the Employer that the home-member/participant has in fact been abused in some form. The standard of proof which is normally required "on a balance of probabilities" must be liberally applied in an Arbitrator considering the evidence of a home-member/participant. The evidence of a home-member/participant must not be considered to be less credible than that given by an employee.

27.04                    The Arbitrator shall not have any power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by this Agreement.

27.05                    The decision of the Arbitrator shall be final and binding on both parties and on any employee affected by it. The Arbitrator's expenses shall be borne one-half (½) by the Employer and one-half (½) by the Union.

27.06 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept the suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

## **ARTICLE 28 HEALTH AND SAFETY**

28.01 The Employer agrees to make reasonable and proper provisions for the maintenance of employee health and safety in the workplace and the employees agree to adhere to safe working practices at all times.

### **28.02 Health and Safety Committee**

The Employer agrees to a Joint Safety and Health Committee which shall meet quarterly or more often by mutual agreement and shall conduct safety tours of the Employer's operation from time to time as determined by the Co-Chairpersons of the Committee. Such Committee shall be empowered to order correction of any safety and/or health hazard in existence.

The Joint Safety and Health Committee shall be comprised of up to six (6) persons, consisting of three (3) who shall be appointed by the Union and up to three (3) who shall be appointed by the Employer. There shall be an equal number of persons from each party during all meetings and/or safety tours.

Employees shall be paid by the Employer for all time spent in attendance at these Joint Safety and Health Committee meetings and safety inspections as well as provided with paid training in accordance with current legislation. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee as well as, a copy shall be posted on the bulletin board of each work location within seven (7) days. 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.

28.03 All employees must undergo a thorough medical examination as a condition of employment when stipulated by the Employer. Such examination is to be conducted by a doctor of the employee's choice at the Employer's expense and on the Employer's time (such time to be paid as if the employee had worked and not to be paid from the employee's accumulated sick days).

The results of such examination to be disclosed to the Employer in a manner consistent with the information disclosure outlined in Article 24.04 of this Agreement.

28.04                    **Workers Compensation**

An employee involved in an accident or illness as a result of work for the Employer must report such accident and/or illness immediately to the Employer.

28.05                    If the illness or injury is such that the employee cannot report for work on their next or subsequent shifts, they must notify the Employer prior to the start of the shift(s) indicating the necessity for and the expected amount of time away from the workplace.

28.06                    Workers Compensation benefits shall be paid directly to the employee.

28.07                    The Employer agrees to ensure an employee suffers no loss of regular pay during a shift where they are injured and seek and obtain medical care.

28.08                    The Joint Health and Safety Committee will address the need to decrease the number and severity of incidents resulting from residents' behaviour problems (including aggression) which may compromise employees' safety. The committee will review the effectiveness of current policies on a regular basis and recommend new approaches, procedures and techniques for prevention and risk management. All such policies, or changes to policies, and/or recommendations arising from the Joint Health and Safety Committee on this matter will be circulated to all employees.

28.09                    **Right to Refuse**

An employee may refuse to perform work where they have reasonable grounds to believe and do believe that the particular work is dangerous to their health and safety. The employee shall report the refusal and their reasons forthwith to their supervisor or to the Executive Director who shall cause an inspection of the work site to be undertaken and such remedial action as is necessary to remedy the dangerous conditions to be done. The Joint Health and Safety Committee co-chairs shall be informed of the refusal as soon as possible.

Until a dangerous condition is reviewed the employee shall have the right to continue to refuse to work and no other employee shall be required to do the work without being told of the first worker's refusal and the reasons therefore. During this time period the employee shall continue to be paid even though they are refusing to work. However, the Employer shall have the right to assign alternative work.

28.10                    **No Harassment**

The parties agree that harassment shall not be condoned in the workplace. The Employer's No Harassment Policy shall be as attached to this Agreement as Appendix "C". The No Harassment Policy will be posted in the workplace and given to all new employees with an explanation.

28.11                    **Damage to Personal Property**

Employees will be reimbursed, by the Employer, for the fair value for all personal property damaged and/or destroyed by residents and for which the employee has no insurance. Personal property to include but not be limited to glasses, clothing, cars, etc.

28.12                    Staff will not be required to lift any residents by themselves. Where lifting is required, two (2) staff will be on duty.

28.13                    **Emergency Pay**

In the event of a snowstorm which causes the public transportation system for the City of Brandon to shut down completely, any employees who report for work late but who have called in to advise that they will be coming to work, and in any event within the first one (1) hour of their scheduled shift, shall receive pay for the full shift that was scheduled. Any employee who lives outside of the City of Brandon who reports for work late due to inclement weather but who has called in to advise that they will be coming to work, and in any event within the first one (1) hour of their scheduled shift, shall receive pay for the full shift that was scheduled. It is understood that overtime rates shall not apply until the employee has completed a full work day as defined in Article 16, Hours of Work. It is understood that such absences shall not be included under the Attendance Management Policy.

In the event that employees are unable to attend at work due to inclement weather where road advisories are issued, up to twenty-four (24) hours of banked time may be used to cover lost wages for that period. If an employee leaves their shift early during the same time period referred to above, due to inclement weather they will be able to use any banked overtime that they may have available to them up to twenty-four (24) hours.

**ARTICLE 29                    LEAVES OF ABSENCE**

29.01                    **Maternity Leave**

A female employee who has completed her probationary period shall be granted a maternity leave of absence by the Employer. Said employee shall be re-



employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

An employee shall submit to the Employer an application in writing, four (4) weeks in advance of the date on which she intends to commence leave. The Employer shall not request notice greater than this provision.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a Doctor's Certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a Doctor's Certificate setting out the nature of the complications.

Eligible employees shall be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the *Employment Insurance Act*.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

## 29.02 **Parental Leave**

### (A) **Entitlements**

Every employee

- (a) who,
  - (i) becomes the natural parent of a child, or assumes actual care and custody of a newborn child, or adopts a child under the law of a province, and
  - (ii) who has completed the probationary period; and
  - (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the

day on which the employee intends to commence the leave;

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

(B) Commencement of Leave

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence.

(C) Late Application for Parental Leave

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for the full sixty-three (63) week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced.

(E) Employment Insurance

Eligible employees shall be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the *Employment Insurance Act*.

(F) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

(G) Child Bearing Support Leave

Each employee who does not physically give birth to the child will be granted two (2) days child bearing support leave of absence with pay which shall be taken within ten (10) calendar days following the birth of said child. Said employee shall also be entitled to an additional seven (7) calendar days off without pay if they so desire. Child bearing support leave shall be in addition to any parental leave the employee may be entitled to.

29.03 In the event the length of allowable time off for maternity and/or parental leave is extended in provincial legislation, the length of allowable time off in this Agreement will be amended to comply with the new legislation effective on the date the new legislation becomes law.

29.04 The requesting and granting of leaves of absence shall be in writing.

29.05 **Jury/Court Leave**

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

29.06 **Bereavement Leave**

An employee shall be granted bereavement leave of up to five (5) days when necessary and non-consecutively if needed, without loss of regular wages, in the event of the death of the employee's mother, father, brother, sister, spouse (including common law spouse or partner), child, unborn child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, fiancé(e), stepchild, step-sibling, stepparent, step-grandchild or step-grandparent, foster child or foster parent.

An employee shall be granted bereavement leave of up to three (3) days, when necessary and non-consecutively if needed, without loss of regular wages, in the event of death of the employee's aunt, uncle, niece, nephew, guardian or former guardian.

An employee shall be granted bereavement leave of one (1) day without loss of regular wages in the event of death of the employee's cousin, great-grandparent or great-grandchild.

Additional travel time without pay may be granted at the discretion of the Employer.

In the event that an employee attends the funeral of an immediate family member during their vacation leave, the employee may replace the length of bereavement they would be entitled to into their vacation bank for use at a later time.

An employee may be granted up to one (1) day leave of absence without loss of regular wages to attend a funeral as a named pallbearer or if the employee is performing an official function at the funeral

29.07 Upon the request of an employee, the Employer may grant a personal leave of absence without pay and without loss of seniority up to a maximum of six (6) months. Entitlement for pay for statutory holidays shall not accrue during any such leave.

29.08 **Negotiations Leave**

The Employer will grant time off without pay for three (3) employees in order that they may attend meetings relating to negotiations.

29.09 **Compassionate Leave**

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

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 29.06 of the collective agreement.

29.10 **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.
- (b) Employees may use Domestic Violence Leave to:
  - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence
  - (ii) obtain services from a victim services' organization
  - (iii) obtain psychological or other professional counselling
  - (iv) temporarily or permanently relocate to a safe place
  - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.

- (c) There are two (2) parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.
- (d) Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

29.11

**Critical Illness of a Child Leave**

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

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

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

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

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

**Disappearance or Death of a Child Leave**

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

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

29.13

**Organ Donation Leave**

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.
- (b) Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.
- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (f) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

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

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

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



## **ARTICLE 30      JOB DESCRIPTIONS**

30.01                    The Employer agrees to provide current job descriptions to the Union in January of every calendar year.

## **ARTICLE 31      STATUTE REVISIONS**

31.01                    All provisions of this 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 Agreement, the entire 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 32      TRANSPORTATION**

32.01                    Employees' use of personal vehicles is strictly voluntary. Employees who use their vehicle on Employer business shall be reimbursed at the rate of **fifty (\$50)** cents per kilometer for all authorized travel.

                                 The kilometer rate will automatically increase to the government rate at the time the government rate increases.

                                 Employees must maintain valid all-purpose insurance coverage before making use of their own vehicle.

**The Employer shall pay the kilometer rate to an employee who is pulled from their original start location to attend another location or multiple locations. This shall only apply when an employee is scheduled to be at one location for the duration of their shift.**

## **ARTICLE 33      CALL-BACK FROM VACATION**

33.01                    In the event any employee agrees to return to work from vacation, at the request of the Employer, such employee will be paid one hundred (\$100.00) dollars for returning to work, in addition to any wages and benefits which may be earned in addition to the normal wages and benefits. It is expressly understood that any such return to work from vacation by an employee is strictly voluntary. The balance of unused vacation time may be rescheduled at a mutually agreeable time.

## **ARTICLE 34        DISCIPLINE**

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

34.02                All employees shall be entitled prior to the imposition of any form of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action. Unless the employee indicates otherwise in the presence of their full-time Union Representative or their designate and/or Shop Steward, said employee shall be accompanied by their full-time Union Representative and Shop Steward during said meeting. The date, time and location of this meeting shall be arranged for by mutual agreement between the Employer and the Union.

Employees being brought in for a meeting of non-disciplinary nature shall also be given the opportunity to have a Shop Steward or Union Representative present for such meeting.

34.03                The affected employee, the Shop Stewards 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 Stewards immediately and a copy of the discipline or discharge notice shall be mailed to the Union office within five (5) calendar days of the event.

Clarifying The Issue Statements will not be used in the formulation of disciplinary or discharge action. In the event of a Clarifying The Issue Statement being presented to an employee by a person above the rank of Coordinator, or by more than one (1) person, the employee shall be accompanied by a Shop Steward unless the employee indicates otherwise to the Shop Steward.

34.04                The Employer shall remove all written disciplinary notices from the employee's personnel file after eighteen (18) calendar months from the date of latest infraction. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff, or periods of leaves of absence without pay.

In the event of disciplinary action arising from any harassment, abuse of a home-member/participant, or any other disciplinary action resulting in a suspension of more than three (3) days, the above time limits will be extended to thirty (30) months from date of latest infraction.

The Employer shall remove all Clarifying The Issue Statements from the employee's personnel file after eighteen (18) calendar months from the issuance. The Employer shall not be able to use any such Clarifying The Issue Statements against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff, or periods of leaves of absence without pay.

**ARTICLE 35            APPENDICES AND LETTERS OF UNDERSTANDING**

35.01            The Employer agrees that all appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming an integral part of the Collective Agreement.

**ARTICLE 36            EDUCATION AND TRAINING TRUST FUND**

36.01            The Employer shall contribute two hundred fifty (\$250.00) per contract year into the Union's Education and Training Trust Fund.

36.02            Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the anniversary date of the term of the Collective Agreement.

**ARTICLE 37            CONCILIATION**

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

**ARTICLE 38            EXPIRATION AND RENEWAL**

38.01            This Agreement shall be in effect from April 1<sup>st</sup>, 2024 and shall remain in effect until March 31<sup>st</sup>, 2027, and thereafter from year to year, but either party may, not 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.

38.02            On the receipt of such opening notice, negotiations shall commence within ten (10) days of receipt of such, except that this time may be extended by either party or by mutual agreement.

38.03            During the period of negotiations, this Agreement shall remain in force.

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

**SIGNED THIS                      DAY OF                      , 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**APPENDIX "A"**

**WAGE RATES**

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

Any previous coordinator and/or assistant coordinator who returns to the position within six (6) months to be returned at the increment level at which they left the position of coordinator and/or assistant coordinator.

	<b>Current</b>	<b>April 1, 2024</b>
<b>Support Staff</b>		<b>\$0.20</b>
Start	\$15.83	<b>\$16.03</b>
After Probation	\$16.06	<b>\$16.26</b>
1,750 Hours Worked	\$16.65	<b>\$16.85</b>
3,500 Hours Worked	\$16.85	<b>\$17.05</b>
5,250 Hours Worked	\$17.03	<b>\$17.23</b>
7,000 Hours Worked	\$17.67	<b>\$17.87</b>
8,750 Hours Worked	\$18.23	<b>\$18.43</b>
10,500 Hours Worked	\$18.76	<b>\$18.96</b>
<b>Residential Assistant Coordinator</b>		
Start	\$17.06	<b>\$17.26</b>
After Probation	\$17.39	<b>\$17.59</b>
1,750 Hours Worked	\$17.85	<b>\$18.05</b>
3,500 Hours Worked	\$18.14	<b>\$18.34</b>
5,250 Hours Worked	\$18.44	<b>\$18.64</b>
7,000 Hours Worked	\$18.96	<b>\$19.16</b>
8,750 Hours Worked	\$19.47	<b>\$19.67</b>
10,500 Hours Worked	\$19.99	<b>\$20.19</b>
<b>Apartment Coordinator</b>		
Start	\$17.22	<b>\$17.42</b>
After Probation	\$17.51	<b>\$17.71</b>
1,750 Hours Worked	\$18.20	<b>\$18.40</b>
3,500 Hours Worked	\$18.50	<b>\$18.70</b>
5,250 Hours Worked	\$18.79	<b>\$18.99</b>
7,000 Hours Worked	\$19.30	<b>\$19.50</b>
8,750 Hours Worked	\$19.84	<b>\$20.04</b>
10,500 Hours Worked	\$20.29	<b>\$20.49</b>

	<b>Current</b>	<b>April 1, 2024</b>
<b>Residential Coordinator</b>		
Start	\$18.01	<b>\$18.21</b>
After Probation	\$18.23	<b>\$18.43</b>
1,750 Hours Worked	\$18.54	<b>\$18.74</b>
3,500 Hours Worked	\$18.86	<b>\$19.06</b>
5,250 Hours Worked	\$19.13	<b>\$19.33</b>
7,000 Hours Worked	\$19.68	<b>\$19.88</b>
8,750 Hours Worked	\$20.22	<b>\$20.42</b>
10,500 Hours Worked	\$20.71	<b>\$20.91</b>

Based on the lack of funding provided by Government in any fiscal year, the Employer is not able to provide wage increases to Employees. If the funding available to be used for wages provided by Government increases during the term of this Agreement for any year, the Employer shall pass on such increases to the Employees consistent with the funding increase. Wage increases will apply and be effective as of the day the increased funding is received by the Employer. Should there be no increase provided by Government for wages, or a reduction in funding for wages by Government, then wages will be maintained at their current levels.

**A-2                      Retroactive Pay**

**All employees shall receive full retroactive pay to April 1, 2024 for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.**

**A-3                      Long Service Premium**

**Employees with five (5) or more years of continuous service will receive an additional fifty (\$.50) cents per hour long service premium in addition to their regular rate of pay**

**Employees with ten (10) or more years of continuous service will receive an additional one (\$1.00) dollars (inclusive of the previous fifty (\$.50) cents) per hour long service premium in addition to their regular rate of pay**

**Long service premiums shall be used in the calculation of overtime, vacation or general holiday pay**

## APPENDIX "B"

### HEALTH AND WELFARE

#### B-1 Group Insurance Benefits

The Employer shall provide to its eligible employees a comprehensive group insurance benefits plan to be administered in accordance with the rules and regulations of the plan (Benecaid) which are more fully described in the plan benefit literature.

Employees must work a minimum of twenty (20) hours weekly in order to be eligible to receive for benefits.

Benefit premiums shall be shared between the Employer and the employees at a 50/50 ratio and such benefit premiums shall be paid by employees on a bi-weekly basis via payroll deductions.

All eligible employees must participate in the group insurance benefits plan.

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

#### B-2 Vision Care Benefits

B-2.01 All employees shall be entitled to vision care benefits for themselves and their eligible dependants. Vision care benefits shall cover the cost of eyeglasses and/or contact lenses and/or the cost of an eye exam to a maximum of **four** hundred (\$400) per person every two (2) years.

#### B-3 Group RRSP

B-3.01 The Employer agrees to provide eligible employees with a retirement program as intended by the Staffing Stabilization Initiative. To be eligible, employees must have passed their probationary period of six (6) months or sixty (60) shifts, whichever occurs first. This program, a Canada Life, provides for the following:

## **RRSP:**

- Voluntary employee contributions of any whole percentage of earnings, matched by the Employer to a maximum of 6%;
- No fee withdrawal once per year only;
- Internet Access;
- Quarterly Statements;
- No greater than 1.9% Administration Fee;
- No more than 30 portfolio funds;
- Employees manage both employer and employee contributions in their RRSP;

Any surplus monies from government funding for benefits and retirement programs will be placed in a separate, interest bearing account, with such funds to provide for future improvements or adjustments to the Plan or to provide Health and Wellness Benefits to all employees.

Should there be any recommendations for change or use of surplus funds the Union and Employer agree to meet and discuss prior to the changes. If an agreement cannot be reached than this matter may be referred to an arbitrator as provided for in the Collective Agreement.

## **B-4 Health and Wellness Benefit**

B-4.01 The Employer agrees to pay a Health and Wellness Benefit payment of three hundred and fifty (\$350.00) dollars over the life of this agreement for the employee or their dependant.

The Health and Wellness Benefit is to be used for eligible Health and Wellness expenses. Receipts must be provided to the BCO office up to any amount. For the purpose of this article eligible expenses shall be defined as:

Hearing aids, Vision care, Prescription drugs, Ambulance costs, prostheses, shortfalls in existing benefit coverage, premium costs for additional personal health insurance coverage, gym memberships, fitness classes, fitness equipment, personal training, health and wellness activities (swimming pool/lessons, recreational sports etc.) or counseling that would be covered by an EAP program, and the following professional services: orthopaedic, podiatrist, chiropractor, massage therapist, physiotherapist, speech therapist, and naturopath.



## **APPENDIX C**

### **NO HARASSMENT POLICY**

#### **POLICY**

The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and will not be tolerated.

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

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

#### **DEFINITIONS**

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

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

## **EMPLOYEE RIGHTS**

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

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

## **EMPLOYEE RESPONSIBILITIES**

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

- (a) to make known, if possible, their disapproval or unease to the offending individual immediately;
- (b) if the harassment does not stop, to consider speaking to their supervisor or their supervisor's supervisor;
- (c) to seek assistance immediately from the Employer and the Union if the above measures are not successful or circumstances make it difficult to take these measures;
- (d) if lodging a complaint, to describe in writing as clearly as possible the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and

- (e) to cooperate with all those responsible for dealing with the investigation of the complaint.

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

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

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

## **CORRECTIVE MEASURES**

### **Where harassment has occurred corrective measures 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.

## **APPENDIX "D"**

### **Bumping Protocol**

1. Bumping process will be implemented only if a position held by a unionized employee of Brandon Community Options Inc. is eliminated.
2. If a position is to be eliminated, Brandon Community Options Inc. will notify each location by memo, after notifying affected employees, which position is to be eliminated and the hire date of the person/s (not the name of the person/s) who currently hold that position.
3. Bumping is to be done strictly by seniority.
4. In the case of closure of a residence, administration will hold a general information/question meeting for affected employees of Brandon Community Options Inc.
5. An employee whose position has been eliminated or has been bumped from a position they are currently in will be given a list of all positions held by employees with less seniority than themselves.
6. In the event an eliminated position is held by an employee with less seniority than all other employees that currently hold positions within Brandon Community Options Inc., the employee will be given the choice of either being laid off or put on the part time list.
7. Employees will be given 48 hours from the time of notice by administration, to decide which position they will bump into. Should the employee not respond within 48 hours, Brandon Community Options Inc. will recognize that the employee has chosen either to resign or move onto the part time list.
8. Employees must notify the Employer in writing of their decision to bump into a position. Administration will then notify affected employees by phone with a letter to follow.
9. After bumping into a position, employees either can remain in that position, can move to part time, or resign (only an employee who has no position to bump into or is not qualified for a position can be laid off).
10. If, within the first 10 working shifts of starting into a bumped position, an employee chooses to move to part time or resign, the person originally bumped from the position will be reinstated as soon as scheduling permits (all employees affected will return to their original positions).

11. Notification of bumping of employees who are on vacation, sick leave or statutory leave: Administration will notify employees on extended sick leave or maternity/parental leave/compassionate care leave by phone that they are bumped and they will have 48 hours to decide whether they will bump someone else, go to part time, or resign. If an employee is on vacation when they are bumped, the bumping process will be put on hold until that employee returns to work and is notified of the bump, although the employee bumping can train and start into that position.
12. Employees are NOT to contact other employees at home or at work regarding the bumping process. Any questions employees may have must be directed to the Employer. This will help to eliminate rumors gossip, and misunderstandings.

**LETTER OF AGREEMENT #1**

**BETWEEN:**

**BRANDON COMMUNITY  
OPTIONS INC.**, located 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".

**1. Continuation of Existing Privileges**

Existing privileges as indicated below will be continued during the term of this Agreement providing they are not inconsistent with the terms of the Agreement:

- (1) Employees who are required to sleep over at the Residence during the course of their duties shall not be charged for accommodation while working. Employees shall not be charged for the meals provided to them while in the House, during the course of their duties.
- (2) Employees are permitted to park in available parking spaces at the work location. At the Houses, employees will continue to be allowed to plug their vehicle block heater into the available electrical outlets during the winter months at no cost to the employee.
- (3) Separate, and where possible, private sleep areas will be provided where staff is required to sleep overnight in the residences. On a twelve (12) hour sleep night shift an employee shall be paid for four (4) hours at the regular rate of pay during designated awake hours and eight (8) hours at the Provincial Minimum Wage during designated sleep hours. If the employee is awakened during sleep hours, to work with a resident, they shall be paid at regular rate of pay for all such time worked. For the purpose of this article, regularly scheduled shifts will not count towards the calculation of overtime hours.

(4) All staff accompanying home-member/participants on recreational outings approved by the Program Director will be paid for all necessary time worked, plus approved expenses. In addition, employees will be given one (1) day off without pay for each day spent on the vacation if the employee so chooses. All time spent with home-member/participants/residents on their vacation is voluntary.

2. The Employer agrees that persons hired under Government sponsored employment programs shall not replace bargaining unit members.

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

**SIGNED THIS                      DAY OF                      , 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**BRANDON COMMUNITY  
OPTIONS INC.**, located 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: New Service Transition, Changes Supported Living Services (CSLS)**

Brandon Community Options (BCO) was recently chosen as one (1) of four (4) agencies where the existing Changes Supported Living Services (CSLS) services will transfer.

Attached schedule "A" is a list of employees transferring from CSLS to BCO.

CSLS employees will be given two (2) seniority dates:

- 1) A seniority date consistent with the date of hire with CSLS which will be applied only within the current CSLS positions.
- 2) A seniority date consistent with the date of transition to BCO which will be applied to anything outside of the current CSLS roles.

CSLS employees transferring to BCO will keep their seniority, classification, wage rate and current hours of work only within their current CSLS position. These new roles will not be posted until they are vacated by the existing employee.

CSLS employees will keep their seniority dates from CSLS for the purpose vacation accrual. All CSLS employees will move to the current wage scale in Appendix "A" getting the next highest wage increment and will begin receiving their wage increase based on their new BCO seniority date. .



CSLS employees will have their CSLS seniority date applied to vacation request only within the CSLS locations.

Should a CSLS position become available it will be posited in accordance with Article 13 - Vacancies/Job Postings/Promotions/Transfers, and open to all BCO employees.

Should an employee currently in a CSLS position, chose to post into another position outside of the CSLS positions, that employee will permanently forfeit their CSLS seniority date with the exception of wages and vacation accrual.

All CSLS employees who are receiving a higher rate of pay than their classification shall be considered overscale. Any wage increases put on the wage scales will also be applied to overscale employees.

This letter will form part of the existing Collective Agreement and will be subject to the grievance and arbitration procedures.

This letter will cease to exist once all CSLS positons through attrition have been vacated and filled in accordance with the current Collective Agreements.

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

**SIGNED THIS                      DAY OF                      , 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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### LETTER OF UNDERSTANDING # 3

**BETWEEN:**

**BRANDON COMMUNITY  
OPTIONS INC.**, located 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: Enhanced House Care

The purpose of this Letter of Understanding (LOU) is to acknowledge the enhanced duties and responsibilities associated with employees working at 1544-10<sup>th</sup> St. and 1035 10<sup>th</sup> St.

Although many locations come with different difficulties and responsibilities, these locations are more unique based sheerly on size and individual client needs.

Due to the number of residents in these locations and residents being higher care needs a risk identification and assessment called for greater job demands.

Effective immediately all employees working in the above noted locations shall receive a seventy-five (\$.75) cent premium in addition to their regular rate of pay for all hours worked.

In the event the clients or funding change, the Employer may at their discretion add to or eliminate this premium provided they give all affected employees and the Union a minimum of two (2) weeks notice.

Should any additional locations show enhanced duties and responsibilities equal to or greater than the two identified in these above noted locations the Employer and Union will meet to discuss amendments to this LOU.

This LOU shall form part of the Collective Bargaining Agreement.

The current LOU #4 (1544 – 10<sup>th</sup> Street) will be deleted and replaced with this LOU.

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

**SIGNED THIS DAY OF , 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**EXHIBIT ONE**

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


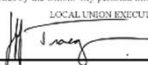
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **Brandon Community Options Inc.** contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff. “The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fee.”

“The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee.”

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

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

<b>MEMBERSHIP APPLICATION</b>				<b>United Food &amp; Commercial Workers Union, Local No. 832</b>		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
Manitoba, Canada							
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested only. (Cross out if you do not agree)	
PREFERRED LANGUAGE?	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)					
COMPANY NAME	DEPARTMENT/NO.						
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>				
		PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>				
<p>I hereby declare that I am not a member of any other union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared my assets to the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to be represented by the United Food &amp; Commercial Workers International Union through such local union as it may duly designate. United Food &amp; Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food &amp; Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union to safeguard and protect from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT'S SIGNATURE	DATE SIGNED	LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:					
X							

Visit the Union's website at [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-9832.