

TRAILBLAZERS LIFE CHOICES

FROM: June 12, 2024

TO: June 11, 2026

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', with a long horizontal flourish extending to the right.

Jeff Traeger,
President UFCW Local 832



TRAILBLAZERS LIFE CHOICES

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EXPIRY: June 11, 2026

AGREEMENT BETWEEN:

TRAILBLAZERS LIFE CHOICES, Steinbach, Manitoba, (hereinafter referred to as "the Employer")

AND

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

WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION,

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

ARTICLE 1 BARGAINING AGENCY

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Direct Support Workers for the Day Program of Trailblazers Life Choices in Steinbach, Province of Manitoba, save and except Assistant Coordinators, Managers and those excluded by the Act.

1.02 The Employer will keep the Union informed, in writing, of the names, titles, fax, email addresses and phone numbers of all management of Trailblazers Life Choices who deal with members of the bargaining unit.

1.03 The Employer shall provide the Union in January of each calendar year, with a list containing the classifications and number of persons in those classifications excluded from the Collective Agreement.

ARTICLE 2 DEFINITIONS

2.01 **Full-Time Employee** - is an employee who is normally scheduled to work not less than thirty-five (35) hours per week in day program services.

2.02 **Part-Time Employee** - is an employee who is normally scheduled to work an average of less than thirty-five (35) hours per week in day program services.

2.03 **Casual Employee** - means an Employee in the bargaining unit who is not normally scheduled to work but who may be called in to work to provide coverage as required. Once a casual employee has accepted a call for work they must report for that shift.

2.04 **Term Employee** - means a person who is employed for a specific term or a specific project, with a maximum duration of six (6) months or such longer duration as may be agreed to by the Union and the Employer. This Agreement shall apply to term employees in all respects except that term employees shall not be eligible for insured benefits in Appendix B-2 Group Life Insurance and Appendix B-3 Group RRSP Plan.

In the event the term employment is for maternity/parental leave, the term will be automatically extended, if the maternity/parental leave is for longer than six (6) months but only to a maximum seventy-eight (78) weeks.

2.05 **Promotion** - is the movement from one classification to another classification with a higher maximum rate of pay.

2.06 **Demotion** - is the movement from one classification to another classification with a lower maximum rate of pay.

2.07 **Layoff** - means the removal of an employee from employment for more than one (1) week due to a shortage of work, a shortage of funds or due to a reorganization.

2.08 **General Interpretation** - When the masculine gender is used it shall also mean the feminine gender wherever applicable, and vice versa.

2.09 **Supported Individual** - When the words "supported individual" are used in relation to the workplace it shall mean those individuals with an intellectual disability who are receiving support services from Trailblazers Life Choices.

2.10 **Location** - The following are each considered a location:

1. 197 Main St.
2. 11 – HWY 12

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

- c) the right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed; the standards of work and service, and the choice of supplier of goods and services; the schedules of work and of service, the methods, process 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 work on any job operation; 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.

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

ARTICLE 4 JOINT LABOUR MANAGEMENT COMMITTEE

4.01 A Joint Labour/Management Committee shall operate during the term of this Agreement consisting of not more than one (1) representative per day services location from the Union and an equal number of Employer representatives who shall meet at least once quarterly or more often by mutual agreement to discuss working conditions and other matters to promote a harmonious relationship between the Employer and its employees. The parties will provide notification to each other of the

names of their representatives on the Committee. Unless there is a situation beyond the control of the Union representative or the Employer representative, the Union and the Employer will give at least forty-eight (48) hours' notice of any intention to cancel a scheduled meeting.

4.02 Employees shall suffer no loss of pay as a result of attending such meetings. The parties will endeavor to hold all meetings during non-peak work time. Committee members who attend a Joint Labour/Management Committee meeting will be compensated by straight time off for all time spent at the meeting outside of normal working hours. Except by mutual agreement to the contrary, these meetings will be scheduled sixty (60) minutes duration but may be extended if both parties agree.

4.03 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall be provided with a copy of these minutes, upon request. The chairperson of this committee shall alternate between Management and bargaining unit members from meeting to meeting.

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 The Employer shall recognize Shop Stewards appointed and/or elected by the Union, two (2) from each location, to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to Management. The Union shall notify the Employer, in writing, of any changes in appointment of Shop Stewards.

5.02 Providing permission has been obtained from the Employer with such permission not to be unreasonably withheld, Shop Stewards shall be allowed reasonable time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances. No more than one (1) Shop Steward will be allowed time off at any one (1) time in order to investigate grievances or potential grievances.

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

5.04 Shop Stewards shall be allowed to wear their Shop Steward's sticker while on duty. The Employer is not responsible for any damage incurred due to the wearing of the pin.

5.05

Convention/Conference/Education Leave

A leave of absence, without pay, for the purpose of attending conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union, providing there is adequate staff coverage with a minimal disruption to service. The Employer will make every reasonable effort to ensure sufficient staffing is available to enable employees to attend such training. Time off shall not be granted to more than one (1) employee at any one (1) time from each day services location, unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed five (5) working days per occasion. The Union shall give the Employer written notice not less than ten (10) working days before the requested leave is to commence. The Employer agrees to pay the employees as if they had worked and to bill the Union accordingly. Payment by the Union to the Employer will be made within thirty (30) calendar days from the receipt of the invoice from the Employer.

5.06

Leave of absence without pay may be granted for a period of up to one (1) year, to an employee with a minimum of one (1) years' service who is engaged full-time in union activities. This provision is restricted to a maximum of one (1) employee from the entire bargaining unit at a time. During such leave, seniority will continue to accrue. All other benefits will be frozen until the employee returns to work. The Union will give a written request to the Employer twenty (20) working days ahead of the commencement and/or termination of such leave of absence.

5.07

Negotiation Leave

The Employer shall allow one employee (1) per location time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer agrees to pay the employees as if they had worked and to bill the Union accordingly. Payment by the Union to the Employer will be made within thirty (30) calendar days from the receipt of the invoice from the Employer.

5.08

All Union requested time off will be paid as time worked by the Company and billed to the Union for reimbursement.

ARTICLE 6 UNION REPRESENTATIVE'S VISITS

6.01

Upon prior notification to a member of management, duly authorized full-time Union Representatives shall be entitled to visit all areas of the Employer's operations in the Steinbach locations where day services employees work, with minimum disruption to the supported individuals or the employees, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

6.02 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the full-time Union Representative.

6.03 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. Any such meeting shall take place in a location designated by the Employer that is acceptable to the Union.

ARTICLE 7 CONTRACTING OUT

7.01 The Employer shall not contract out (including volunteers) bargaining unit work for the purpose of laying off or reducing normal working hours of bargaining unit employees. Summer students are to be considered as term employees.

ARTICLE 8 UNION SECURITY

8.01 The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Collective Agreement, 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.

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

8.03 The Union shall provide the Employer with a link to an electronic copy of Exhibit One, sample attached to this Agreement. The Employer shall forward a copy, 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 application in the event a copy cannot be sent electronically.

8.04 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees whose status has changed by virtue of a termination, retirement, lay off, sick leave or leave of absence from their employment during the previous month, and those hired or rehired during this same period.

8.05

Orientation Program

The Employer agrees that new employees will be allowed up to fifteen (15) minutes straight 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 within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

9.02 Each year the Employer will calculate the amount of Union dues deducted from the employees' wages and indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 10 CASH SHORTAGES

10.01 Any employee who, during their shift is assigned responsibility and control of cash shall be responsible for that cash and shall count and balance the cash at the start and conclusion of each shift worked.

Employees responsible for cash will be given adequate time at the start and completion of each shift to count and balance the cash. If an employee does not have adequate time to fulfill this obligation, or if an employee detects a cash shortage they shall immediately contact Management to advise.

ARTICLE 11 PROBATIONARY PERIOD

11.01 A new employee must serve a probationary period of six hundred and nine (609) hours actually worked. A new employee shall upon completion of their probationary period have their seniority recognized from their first hour actually worked.

11.02 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.

11.03 It is expressly understood that no employee will have their probationary period extended except with the agreement of the Union.

ARTICLE 12 STRIKES AND LOCKOUTS

12.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

ARTICLE 13 SENIORITY

13.01 (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 their probationary period.

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

13.02 Seniority shall continue to accumulate during all paid and unpaid (up to fifty-two (52) weeks) authorized leaves of absence, during all layoffs (up to fifty-two (52) weeks), and during all periods of sickness and/or injury.

13.03 An employee shall cease to have seniority rights and their employment status with the Employer shall be terminated for all purposes if the employee:

a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;

- b) resigns;
- c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days or does not respond in writing within seven (7) calendar days of receiving a registered letter sent to their last known address;
- d) is absent from work without an approved leave of absence for more than two (2) consecutive scheduled working days unless a satisfactory reason is given by the employee. Bona fide sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Bona fide sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason; or
- f) the Employee has had Workers Compensation benefits discontinued, and all appeals exhausted, and is unable to work.

13.04

Seniority Application Promotions/Layoffs

In all matters of recall from layoff, promotion, awarding of a new full-time position or vacancy, relieving another employee where compatibility and ability are relatively similar, seniority within the classification within the Division firstly and then bargaining unit-wide shall be the governing factor during the selection process.

Reverse order of seniority within the classification within the Division firstly and then bargaining unit-wide shall be the governing factor in all matters of downsizing, layoff and reduction to part-time, providing the more senior employee has the immediate ability to be able to perform the normal functions of the job and the supported individuals' needs are met.

13.05

Outside Bargaining Unit Position

Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of ninety (90) days. This employee shall cease all association with the Union, including payment of Union dues. Commencing with the employee's first day in the non-bargaining unit position, the employee will be placed on probation period for ninety (90) days. During this period, with ten (10) working days' notice, the employee shall be entitled to return to the bargaining unit and their former job at the rate of pay at which they left. During the probation period, the Employer shall also have the right to return the employee to their former position and rate of pay. Employees who remain outside of the bargaining unit beyond the probation period shall be deemed to have left the Union membership.

13.06 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time. Part-time employees who become full-time for a period of less than one (1) year and who are then reduced to part-time by the Employer shall retain their original part-time seniority date. It is understood that one (1) on one (1) workers shall, where possible, remain with their supported individual.

Part-time employees who become full-time shall be placed at the bottom of the full-time seniority list.

13.07 No new employees shall be hired by the Employer so long as there are qualified and compatible part-time employees who are available, able and willing to perform the work required, or so long as there are qualified employees who are on layoff status who are available, able and willing to perform the work required.

13.08 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees.

13.09 The Employer shall give four (4) weeks' notice in writing or four (4) weeks' difference in pay in lieu thereof, to any person whose status is to be changed by the Employer from full-time to part-time.

13.10 Part-time employees who desire more hours of work may so indicate in writing to their Employer. Such employees will be given additional hours, where available, on a seniority basis, within their classification provided they are qualified and compatible, and that the additional hours do not conflict with the employee's regular work or result in overtime.

13.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of full-time positions, where there are employees who wish to work full-time, subject to Article 13.04, Seniority Application Promotions/Layoffs, the supported individuals' need(s) and provided the Employer has the funding for full-time service.

ARTICLE 14 JOB POSTING

14.01 When a full-time or part-time job vacancy occurs in the bargaining unit, the Employer shall, after consulting with the Union, notify the Union as to whether the vacancy will be filled. Such notification shall be made within twenty-eight (28) days of the vacancy. In the event the vacancy will not be filled, the Employer will advise the Union of its reasons for making that decision. When a vacancy is to be filled, all such

vacancies shall be posted for at least seven (7) calendar days by e-mail to the e-mail addresses supplied by employees. A copy shall be sent to the Union office when the job is awarded with a copy to the successful applicant. The notice shall set out the qualifications, classification, hourly rate of pay, starting and quitting times, days to be worked and the effective date of the position. A copy of the job description shall be given to the employee upon request. Where competing employees' qualifications, skills and ability are similar, full-time and part-time vacancies and new full-time and part-time positions shall be filled on the basis of seniority.

All employees will have access to their personal email through employer provided computers or tablets for the purpose of checking for job postings.

14.02 It is understood and agreed that Management will notify the Union office by letter, within seven (7) calendar days of the decision, of the successful applicant filling the new position or vacancy.

14.03 The employee awarded the job may be returned to their former position at any time by the Employer within the thirty (30) calendar day period after their appointment, if said employee cannot satisfactorily perform the job.

The employee involved may also decide to return to their former position, within the thirty (30) calendar day period after their appointment.

When said employee returns to their former position it shall be without loss of wages, hourly rate of pay, or seniority, and at the prevailing rate of pay of the original position.

During the thirty (30) day calendar period, either the Employer or the employee must give two (2) weeks' notice of a return to the former position even if this notice period runs past the thirty (30) day period.

In the event the Employer cannot do an adequate assessment in the above mentioned thirty (30) calendar days, the Employer may meet with the Union to discuss extending the thirty (30) calendar day period.

14.04 Employees will be allowed to apply for and hold more than one (1) position in the bargaining unit provided:

1. The start and quit times do not overlap and there is no conflict of hours; and
2. The total hours of the two (2) jobs do not result in overtime.

ARTICLE 15 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

15.01 Notice of Layoff

The Employer shall notify an employee who is to be laid off at least fourteen (14) calendar days prior to the effective date of the layoff or provide payment for their scheduled days of work during the fourteen (14) day notice period, with a copy being sent to the Union.

15.02 Notice of Closure

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, as soon as practicable.

15.03 In the event of a layoff that is permanent for one (1) or more employees, the parties will meet as far in advance as possible to explore options to minimize the effect of the layoff.

ARTICLE 16 TRAINING

16.01 Where feasible, the Employer shall assist in the professional development of employees. Employees agree to participate in training sessions provided by the Employer during working hours, as staff ratios permit.

16.02 Where the Employer schedules an employee to attend a conference or training session, the employee shall suffer no loss of regular pay for their attendance, but shall not be entitled to any overtime compensation. In addition, the Employer also agrees to pay for authorized expenses related to out of town transportation, accommodation, and reasonable meal expenses with receipts.

16.03 Where the Employer schedules an employee to attend an education and/or training session, all required course costs will be paid by the Employer.

16.04 The Employer agrees to continue to schedule employees to attend training sessions on Non-Violent Crisis Intervention, as available.

16.05 Where course costs are absorbed by the Employer, each employee will agree to reimburse these costs to the Employer if:

- a) the employee fails to attend all or part of the training session without an acceptable excuse;

- b) the employee fails to attain a pass standard where applicable in a course;
- c) the employee voluntarily ceases to work for the Employer within a twenty-six (26) week period following course completion; or
- d) the employee is dismissed for just cause within the twenty-six (26) week period following course completion. This subsection (d) shall not apply to probationary employees who are dismissed.

16.06 **Educational Spending Account**

After written application from an employee and at the sole discretion of the Employer, necessary time off, with pay, and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to employment with the Employer.

16.07 Mandatory first aid training for employees will be arranged and paid for by the Employer for renewals prior to expiry. Renewal training will be held during working hours or employees taking the course on their own time (with prior approval of the Employer) will be compensated at their regular rate of pay for the hours spent in attendance at the course.

Initial first aid training is a condition of employment. Employees hired without first aid training must successfully pass such training within two (2) weeks of hiring, on their own time and at their own expense.

ARTICLE 17 HOURS OF WORK

17.01 **Work Week/Full-time Employees**

The basic work week for full-time employees shall be not less than thirty-five (35) hours to be worked in five (5) shifts of seven (7) hours per day from Monday to Friday inclusive.

17.02 **Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

17.03 **Work Week/One (1) General Holiday**

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be twenty-eight (28) hours to be worked over a four (4) day period during that week.

17.04 **Work Week/Two (2) General Holidays**

In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-one (21) hours to be worked over a three (3) day period during that week.

17.05 Nothing in this Agreement should be construed as a guarantee of hours of work.

ARTICLE 18 WORK SCHEDULES

18.01 All changes to employees' work schedules will be given to the affected employees as far in advance as possible. If the Employer requires an employee to transfer to another location temporarily, the employee in the sending location will be required to temporarily transfer to the receiving location, provided the employee has the compatibility and ability to work with the supported individual. Temporary transfers shall not exceed thirty (30) calendar days.

18.02 **Adverse Weather Policy**

If an employee decides not to travel to work due to Environment Canada advising of closed highways or travel not recommended they will not be paid.

ARTICLE 19 MEAL AND REST PERIODS

19.01 Employees' meals are to be taken with the supported individuals and are to be with pay.

19.02 In addition to the meal period, employees working a daily shift of six (6) or more hours shall receive two (2) fifteen (15) minute rest periods with pay. Such rest periods may be interrupted to meet operational needs.

19.03 The Employer will reimburse employees for pre-approved expenses incurred while accompanying a supported individual for a meal or coffee. This reimbursement shall be conditional upon providing a receipt.

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 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be compensated by time off or pay of one and one-half (1½X) times the hours worked, subject to sub-article 21.03 below.

21.02 Overtime shall be by mutual agreement between the employees and the Employer and normally on an unscheduled or emergency basis. The employee who normally functions in the job requiring overtime will be requested first (1st) and thereafter be offered to qualified employees according to availability in decreasing order of seniority. All overtime must be authorized by Management. In the event there is no Management on duty, reasonable attempts will be made to contact a Management representative by phone. If there is no contact with Management, and overtime must be worked in order not to leave supported individuals alone, or for other such unavoidable circumstances, employees will be deemed to have received authorization.

21.03 At the option of the employee, overtime will be compensated either by paying the employee one and one-half (1½X) times the appropriate regular hourly rate or by permitting the employee to bank up to seventy-five (75) overtime hours including time worked on general holidays (one hundred and twelve and one-half (112½) hours time off). Such time may only be taken with the prior authorization of the Employer. Accumulated banked overtime shall be provided to each employee, for each pay period. Accumulated overtime not taken shall be paid out on the last pay period preceding March 31st annually.

ARTICLE 22 GENERAL HOLIDAYS

22.01 The following days shall be recognized and considered as paid general holidays:

- | | |
|----------------|--|
| New Year's Day | Labour Day |
| Louis Riel Day | Orange Shirt Day (National Day for Truth and Reconciliation) |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | |

In the event the Province of Manitoba authorizes and funds any additional holidays, these days will also be considered to be part of the listing above.

22.02 An employee is entitled to general holiday pay for a general holiday, whether they work on the general holiday or not, provided the employee:

- a) reported for work after having been scheduled to work on the day of the general holiday;

- b) did not absent themselves from work without the Employer's consent on the regular working day immediately preceding or following the general holiday unless the absence is by reason of verified illness or injury, where such injury would prevent the performance of the employee's regular duties.

General Holiday pay will be equal to a full-time employee's full regular day's pay at the time the general holiday is taken. Employees working an eight (8) hour day schedule would be paid general holiday pay equivalent to eight (8) hours at such employee's regular rate of pay.

22.03 General holiday pay for part-time employees shall be equal to five (5%) percent of the employee's total wages, excluding overtime, in the four (4) weeks immediately prior to the general holiday.

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

22.05 If any of the general holidays listed in sub-article 22.01 fall on a weekend, the programs will be closed on the first workday immediately following the general holiday.

ARTICLE 23 WAGES/RELIEVING RATES OF PAY/NEW CLASSIFICATIONS/ PAY DAYS

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 No employee will be required to relieve a person outside the bargaining unit.

23.03 Any employee who is temporarily assigned to work in a higher paying classification for more than two (2) consecutive shifts shall receive the higher rate of pay for all time so employed. Consecutive shifts shall mean consecutive to the job, not the employee.

23.04 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 outlined in this Agreement.

23.05 At the discretion of the Employer, new or rehired employees (returning to work within 3 months of leaving) may be paid a starting rate of pay which recognizes their previous directly related experience and/or education.

23.06 Where reasonably practicable, employees will be paid by direct deposit to the financial institution of the employees' choice by the Friday following the end of the pay period. Employees will continue to receive an itemized statement of wages covering the previous pay period.

ARTICLE 24 HEALTH AND WELFARE BENEFITS REFERRAL

24.01 Health and Welfare benefits shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement.

ARTICLE 25 VACATION

25.01 The vacation year is calculated from the starting date of employment. Vacation days accumulate throughout the year. Vacation pay will be accumulated at the applicable percentage of total earnings, excluding overtime. Vacation pay and time accumulated in one year is to be used in the following year.

25.02 For full-time employees, vacation pay and time off will be as follows:

Length of Service	Vacation Pay	Vacation Time
Start but less than 2 years	4%	10 days
2 years but less than 3 years	5%	12 days
3 years but less than 5 years	6%	15 days
5 years but less than 10 years	8.0%	20 days
10 years but less than 15 years	10%	25 days
15 years or more	12%	30 days

25.03 Within each location, the Employer is to set up the vacation schedule in accordance with sub-article 25.08, Vacation Scheduling, to ensure that there is adequate staff coverage with a minimal disruption of service.

25.04 Vacation entitlement for part-time employees shall be based upon the full-time employees' schedule of vacation entitlement set out in sub-article 25.02. All part-time employees vacation pay will be paid out on every paycheque.

25.05 When a general holiday occurs during an employee's vacation, this day will be paid as a general holiday and will not be deducted from the employee's accrued vacation. 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. This extra day will be deducted from the employee's vacation accrual.

25.06 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 (\$50.00) dollars in non-refundable deposit committed prior to the requested vacation schedule change.

25.07 If an employee becomes seriously ill or injured or ordered by a medical professional to be confined to their home while on vacation, the employee must notify the Employer in order to apply for sick leave benefits and 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 employee shall provide evidence of such illness, injury or order. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.

25.08 **Vacation Scheduling**

No later than March 1st of each year, the Employer shall provide written notification to each employee of their accrued vacation entitlement. The employee shall then have until April 15th of each year to submit in writing their preferred vacation time. Providing operational needs are met, the Employer will grant vacation in order of seniority in each location. On May 1st of each year the Employer shall post a finalized vacation schedule which can only be changed according to sub-article 25.06. Employees who wish to take their vacations between January 1st and April 30th shall be entitled to do so subject to seniority and in such event must notify the Employer in advance of all such time off required. The Employer will provide written response within two (2) weeks of such notification being provided by the employee.

Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their choice. Any vacation requests made after April 15th will be awarded on a first (1st) come first (1st) served basis taking into account the Employer's operational needs. Any vacations requested between April 15th and May 1st shall be held in abeyance until the finalized vacation schedule is posted.

25.09 Employees will may be allowed to carry over one (1) weeks' vacation from one (1) year to the next. Written request must be submitted and will be approved at the sole discretion of the employer.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the meaning, application, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

26.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.03 All grievances must be submitted in writing.

26.04 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the employee's immediate supervisor or their designated appointee. The immediate supervisor or their designated appointee shall reply to the grievance in writing, to the Union, within ten (10) working days after the said discussions. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) working days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

26.05 If a satisfactory settlement cannot be reached, then upon request of either the Employer or the Union within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 27.

26.06 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Employer.

ARTICLE 27 ARBITRATION

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

- 1) Keith LaBossiere
- 2) Karine Pelletier
- 3) Blair Graham K.C

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

 The Arbitrator shall not be deemed to be willing to act unless they are available to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above Arbitrators is willing to convene a hearing within the said time limits, the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator.

 The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

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

27.03 In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement.

27.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement, and shall not involve the determination of a subject matter that is not covered by or arising during the term of this Agreement.

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

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

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

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

27.09 **Grievance Mediation**

At any time prior to the hearing of a grievance arbitration the Employer and Union may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. Any such mediator has no authority under the terms of this Agreement to impose or require the parties to accept their suggested settlement of the matter in dispute. Where grievance mediation services are not available without charge through Provincial Government sources, all expenses or fees incurred by the mediator shall be borne equally by the Employer and the Union.

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 **Safety and Health Committee**

The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet as required and may conduct safety tours of the Employer's operation from time to time as determined by the Co-Chairpersons of the Committee. The Labour/Management Safety and Health Committee shall be comprised of not more than one (1) representative per location, from the Union and an equal number of Employer representatives. The Union shall appoint and/or elect a minimum of one (1) Committee representative who is normally employed in each location. Such Committee shall make recommendations for correction of any safety and/or health hazard in existence. The parties will endeavour to hold all meetings and tours during non-peak work time. Except by mutual agreement these meetings will be of no more than sixty (60) minutes duration and shall not be counted toward overtime entitlement unless the meeting is held outside of regular working hours. Employees shall be paid by the Employer for all time spent in attendance at these Labour/Management Safety and Health Committee meetings and safety inspections. Committee members who attend a joint Labour/Management Committee meeting will be compensated by straight time off for all time spent at the meeting outside of normal working hours.

Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board at each location for all employees to see. The chairperson of this Committee shall alternate between Management and bargaining unit members from meeting to meeting.

28.03 Any employee who suffers an injury or accident at work which prevents the employee from continuing work that day shall be paid by the Employer for the hours they would have worked that day if not for the injury or accident. This day will not be deducted from the employee's sick days.

28.04 The joint Safety and Health Committee will address working conditions which may compromise employees' safety including those resulting from working with supported individuals. 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.

28.05 **Damage to Personal Property**

The Employer will reimburse employees for cleaning, repair or replacement costs if their personal property necessary to be brought to work (glasses, clothing, cars, etc.) is damaged, soiled or destroyed by supported individuals and for which the employee has no insurance. Any event resulting in the damage, soiling or destruction of personal property necessary to be brought to work must be reported to the Employer within twenty-four (24) hours to be eligible for payment under this Article.

28.06 Staff will not be required to manually lift any supported individuals by themselves where the individual's care plan requires a two person lift.

28.07 Where an employee believes they are being asked to perform unsafe work, the employee must raise this concern with the Employer. Where the concern brought forward represents risks for injury or unsafe conditions for the employee or the supported individual, the Employer in consultation with the Workplace Safety and Health Committee will develop safe work procedures. These safe work procedures may include alternative work.

28.08 **Right to Refuse**

Employees have the right to refuse to perform dangerous work in accordance with *The Workplace Safety & Health Act*.

28.09 **Notice of Injury to Employer**

In the event an employee is injured due to an event arising out of, and in the course of employment, the injured employee will fill out a notice of injury form as soon as medically possible and the employee shall provide the completed form to the

Employer management representative on site. A copy of the completed form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with *The Workers Compensation Act*.

ARTICLE 29 NO HARASSMENT

29.01 The Employer and Union agree that harassment will not be condoned in the workplace. Both parties will work together in recognizing and resolving such concerns as they arise. Any employee who believes they are being harassed shall report this to their immediate supervisor or to the Employer and a Union Health and Safety Committee member. The policy will be posted in a prominent location.

ARTICLE 30 LEAVES OF ABSENCE

30.01 Personal Leave

A leave of absence without pay, for personal reasons, may be requested, in writing, by an employee. Granting of such leave is not to be unreasonably denied. Written confirmation of said leave shall be given to the employee involved by the Employer, within five (5) calendar days of receiving the written request, and a copy shall also be sent to the Union office if the leave is for two (2) calendar weeks or more.

30.02 Maternity Leave

An employee who has completed their probationary period shall be granted an unpaid maternity leave of absence by the Employer. Subject to exceptions provided for in *The Employment Standards Code*, said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless the employee wishes to take parental leave immediately following maternity leave.

Where an employee intends to return to work immediately following the maternity leave the employee must make application in writing and give the Employer a minimum of four (4) weeks' notice in advance of the day they intend to return to work.

In cases of physical complications, the employee may request an extension of the 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.

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, and the employee will be required to pay for benefit premiums.

30.03

Parental Leave

(A) **Entitlements**

Every employee who has been employed by the employer for at least seven (7) consecutive months and

- a) who,
 - i. becomes the parent of a child, or assumes actual care and custody of their newborn child, or
 - ii. adopts a child under the law of a province, and
 - iii. has completed their probationary period with the Employer; and
- (b) 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 an unpaid parental leave, consisting of a continuous period of up to sixty-three (63) continuous weeks.

(B) **Commencement of Leave**

Parental leave must commence no later than eighteen months after 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 Article for the sixty-three (63) week leave period less the number of days by which the notice given is less than four (4) weeks).

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced, except where the employee is laid off or dismissed or not reinstated for reasons unrelated to the leave.

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

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

30.05 Parenting Leave

An employee who has completed their probation period and whose spouse/partner has given birth to or adopted a child will be granted three (3) days leave of absence which shall be taken within two (2) weeks following the birth or adoption of the child. An employee may at their request use sick leave or vacation time to cover this leave.

30.06 Jury/Court Leave

Any employee who is summoned for Jury Duty, Jury Selection or who receives a summons or subpoena to appear as a witness in a Court of Law for other than a proceeding occasioned by the employee's conduct or affairs, shall be granted a leave of absence without pay for the required period. If the employee is excused from duty for one-half (½) day or more, they shall report for work for the balance of the day.

30.07 Bereavement Leave

An employee who has been employed for at least thirty (30) days may take up to three (3) days of paid bereavement leave on the death of any person whom the employee considers being like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship. Such leave is to be taken within eighteen (18) months of the person's death. Additional unpaid time may be granted upon request, where operational requirements allow.

30.08 Compassionate Care Leave

In the event an employee who has been employed by the Employer at least ninety (90) days provides the Employer with a physician's certificate stating that the employee has a family member or a person like family, who:

- (a) has a serious medical condition with significant risk of death within twenty-six (26) weeks; and
- (b) requires the care or support of the employee;

such employee may request time off for compassionate care purposes, to provide care and support and if so, shall be granted a leave of absence, without pay, in accordance with *The Employment Standards Code*.

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 sub-article 30.07 of the Collective Agreement.

30.09 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in The Employment Standards Code. Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

30.10 Employees shall be given the option of maintaining their employee benefit plans during a leave of absence, for which there is no pay, upon payment of the full cost by the Employee.

ARTICLE 31 **JOB DESCRIPTIONS**

31.01 The Employer agrees to provide current job descriptions within thirty (30) calendar days of a written request from the Union. The Employer agrees to consult with the Union through the Joint Labour Management Committee over future changes to the job descriptions in the bargaining unit.

ARTICLE 32 **TRANSPORTATION**

32.01 **Use of Personal Vehicle**

Employees' use of personal vehicles for performing functions of their job is strictly voluntary, and it will only be authorized in the event that a vehicle provided by the Employer is not available. Employees who use their vehicle on Employer business shall be reimbursed at the rate of forty-nine (\$.49) cents per kilometer for all authorized travel.

Employees must maintain a valid all-purpose insurance coverage before making use of their own vehicle including at least two million (\$2,000,000) dollars of liability coverage or the recommended level of insurance suggested by Family Services, whichever is the greater. The Employer shall reimburse employees who may be asked to use their personal vehicles for the difference in cost between basic insurance and the level of insurance required pursuant to this Article.

32.02 No employee will be held financially responsible for car accidents, which results from faults in an Employer-owned vehicle.

Employees will be held responsible for speeding tickets if it can be proven the employee is responsible. A speeding ticket caught by photo radar while the employee is driving an Employer-owned vehicle is deemed to be the responsibility of the employee.

Upon notification to the affected employee, the employee shall have one (1) of three (3) options to re-pay the amount:

- 1) A lump sum payment for the full amount paid on an agreed date within three (3) months; or
- 2) A single deduction from one (1) mutually agreed pay period within three (3) months; or
- 3) An agreed repayment plan over multiple pay periods mutually agreed between the Employer and employee.

Where an employee's employment terminates within three (3) months of the ticket, any outstanding amounts owed will be deducted from the employee's final paycheck.

32.03 In the event that an employee's vehicle, which is approved by the Employer for service delivery, is damaged or dirtied by a person served in the course of service delivery, the Employer will cover the cost of cleaning or repair that is pre-approved by the Employer. This does not apply to incidents arising from food or beverages in the vehicle. Any event resulting in the damage or dirtying of a vehicle must be reported to the Employer within twenty-four (24) hours to be eligible for payment under this Article.

ARTICLE 33 DISCIPLINE

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

33.02 Where practicable, prior to the imposition of any form of discipline or discharge, an employee shall be notified that the meeting is disciplinary and arrangements will be made to have a Shop Steward of their choice and/or the Union Representative to attend. If either or both are unavailable within twenty-four (24) hours, the meeting will take place with an alternate shop steward or other bargaining unit member of the employee's choice. If the meeting is not disciplinary but to discuss work performance an employee has the right to request the presence of a Shop Steward.

33.03 Where practicable, all disciplinary meetings shall be held in private and shall take place on the Employer's premises.

33.04 The affected employee, the Shop Stewards, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and of any discharge notice that is given to the affected employee. The written notice of discipline or discharge shall include or be accompanied by the written reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward immediately and a copy of the discipline or discharge notice shall be provided to the Union within twenty-four (24) hours of the event via email. If the affected employee and/or Shop Steward is not present at the time that the disciplinary or discharge notice is issued, the Employer shall send it via registered mail to the affected employee's current address on file or by email with confirmation via returned email.

33.05 Where the Employer makes a formal written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that they have read and understands the contents. The employee may, within fourteen (14) calendar days of having received a copy of the assessment, respond in writing to the assessment, which response shall be part of their record.

33.06 Employees covered by this Agreement shall have supervised access to their own personnel file, upon written request from the employee involved. Employees shall be able to obtain copies of items in their personnel file when requested. Any written, signed, and dated responses to items in the file by the employee will be placed in their file. Employees shall not remove any documents from the Employer file. The Employer shall maintain only one (1) personnel file per employee.

33.07 **Family Services Investigation**

In the event an employee is alleged to have abused an individual in a Trailblazers Life Choices Program, sincere effort will be made to expedite the investigation process to the extent the Employer is able to do so. With the permission of Family Services or such third party involved in the investigation, reports and recommendations will be supplied to the Union.

ARTICLE 34 APPENDICES AND LETTERS OF UNDERSTANDING

34.01 The Employer agrees that all Appendices that are attached to the end of this Agreement shall be considered as forming an integral part of the Collective Agreement.

ARTICLE 35 FRIDGE/MICROWAVE

35.01 The Employer shall provide employees with use of a fridge and microwave.

ARTICLE 36 BULLETIN BOARDS

36.01 At each location where work is being performed by bargaining unit employees, the Employer shall provide bulletin board space for the use of the Union upon which the Union may post notices relating to matters of interest to the employees. The Union will provide one (1) bulletin board for each location. The Union will affix the boards to locations mutually acceptable to Employer and Shop Stewards.

ARTICLE 37 EXPIRATION AND RENEWAL

37.01 This Agreement shall be in effect from June 12, 2024 and shall remain in effect until one year from June 11, 2026 and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2024.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

WAGES

A-1.01

Classifications and Hourly Rates of Pay

Direct Support Professional	Current	June 12, 2024
Start	\$15.30	\$16.20
After 1 year	\$16.30	\$16.60
After 2 years	\$17.30	\$17.40
After 3 years	\$18.30	\$18.30
After 4 years		\$18.40
After 5 years		\$19.00

A-1.02

Wage Adjustments

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

APPENDIX "B"

HEALTH AND WELFARE BENEFITS

B-1 Preamble

B-1.01 The following health and welfare benefits shall be arranged for by the Employer for all full-time employees who work a minimum of twenty (20) hours per week excluding term employees who do not have a permanent status otherwise with the agency and shall be subject to the terms and conditions of their master policies and contracts in force.

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. Employee benefits may increase from the previous provider but under no circumstances will benefits decrease unless mutually agreed between the Union and Employer.

B-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits. The Employer shall supply each employee with such information, with new employees receiving this as they become eligible to receive these benefits. As updated information is provided by the insurer, it shall be passed on by the Employer to the Union and the employees.

B-1.03 The health and welfare benefits referred to in Appendix "B" shall be available to all employees who qualify and have completed months (6) months of continuous service.

Accrual of paid sick leave benefits for employees shall commence once they have completed three (3) months of continuous employment.

B-1.04 The costs of all health and welfare benefits referred to in Appendix "B" for employees with single coverage shall be split between the Employer and employee with the Employer paying eighty-two (82%) percent of the cost of the premiums and the employee paying the remaining eighteen (18%) percent. The costs of all health and welfare benefits referred to in Appendix "B" for employees with family coverage shall be split between the Employer and employee with the Employer paying sixty-one (61%) percent of the cost of the premiums and the employee paying the remaining thirty-nine (39%) percent.

B-1.05 A general description of the health and welfare benefits, terms and conditions, subject to the terms and conditions of the master policies and contracts in force shall be as listed below. Details of the current benefits are outlined Employee Benefits Handbook. In the application of benefit coverage, the terms and conditions of the actual policies or plans will govern in the administration of the various benefit entitlements.

B-2 Paid Sick Leave Benefits

B-2.01 Paid sick leave shall be provided by the employer. Employees shall receive twelve (12) days on January 1st of each calendar year. Employees must complete the probation period to become eligible for sick leave benefits. Sick leave shall be prorated in the first year of employment. Employees may carry over four (4) unused sick days to a maximum of sixteen (16) inclusive of the January 1st allotment.

NOTE: Any sick time used between January 1, 2024 and the ratification of this CBA shall be deducted from the twelve (12) sick days outlined above

B-2.02 An employee may use paid sick leave for:

- (a) personal illness;
- (b) personal medical or dental appointments that cannot otherwise be scheduled so as to avoid missing work; or
- (c) to accompany to medical or dental appointments or provide care in the event of an illness of a spouse, child, parent, grandparent, grandchild or person who has the employee as the primary caregiver, and where no one else is available to do this.
- (d) The employee should use sick time only for the duration of the appointment versus booking off the full shift where possible.

B-2.03 The amount of available sick time hours will be provided by the Employer to employees on each paycheque.

B-2.04 The Union agrees to work with the Employer with a view to eliminating abuse of paid sick leave benefits. The Union further agrees to meet with the Employer and any employee suspected of abusing said paid sick leave benefits. Sick leave benefits may be reduced or eliminated for any employee found to be abusing said paid sick leave benefits.

B-2.05 An employee who is unable to report for work due to illness shall inform the Employer at least two (2) hours prior to the start of their scheduled shift or as soon as reasonably practicable, making reasonable efforts to inform the Employer. In the case of a scheduled appointment, this shall be at the time of booking the appointment.

B-2.06 An employee may be required to produce a certificate from a medical practitioner in case of suspected abuse of sick time or for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness, to determine the employee's fitness to return to work and/or to determine the approximate length of illness.

B-3 Short Term Disability Insurance

To employees who qualify, the Plan will pay short term disability benefits in an amount that is equal to sixty (66.7%) percent of weekly salary for a maximum seventeen (17) week benefit period. The Plan itself should be checked for eligibility and details.

B-4 Dental Benefits

To employees who qualify, the Plan will offer coverage based on the current dental fee guide for the Province of Manitoba as follows:

Basic Treatment	100% coverage (\$1500 per year combined with Major)
Major Treatment	50% coverage (\$1500 per year combined with Basic)

The Plan itself should be checked for eligibility and details.

B-5 Life Insurance Benefits

To employees who qualify, the Plan will offer life insurance benefits for themselves and their eligible dependents. The principle sum that is payable for employees shall be 100% of annual earnings, rounded to the next higher \$1000.00 to a maximum of \$100,000. Any increase in coverage is subject to the Plan, and at the cost of the employee. The Plan itself should be checked for eligibility and details.

B-6 Accidental & Serious Illness Benefits

To employees who qualify, the Plan will offer accidental and serious illness benefits for themselves and their eligible dependents. The principle sum that is payable for employees shall be 100% of annual earnings, rounded to the next higher \$1000.00 to a maximum of \$100,000. Any increase in coverage is subject to the Plan, and at the cost of the employee. The Plan itself should be checked for eligibility and details.

B-7 Vision Care Benefits

To employees who qualify, the Plan will offer vision care benefits for themselves and their eligible dependents. Reimbursement will be 100%. The Plan will cover one-hundred (100%) percent of the cost of eye exam appointments per person every twenty-four (24) months. The Plan itself should be checked for eligibility and details.

B-8 Prescription Drug Benefits

To employees who qualify, the Plan will offer prescription drug benefits for themselves and their eligible dependents. A card will be issued to each employee to direct bill prescription drug purchases. The Plan itself should be checked for eligibility and details.

B-9 Paramedical Services

The following Paramedical Practitioners are eligible for 80% reimbursement to a maximum of \$300.00 per year per practitioner:

- Acupuncturist
- Audiologist
- Chiropodist, Pedorthist, or Podiatrist
- Chiropractor
- Dietician
- Massage Therapist
- Naturopath
- Osteopath
- Physiotherapist, Athletic Therapist, or Occupational Therapist
- Psychologist, Social Worker, or Family Counsellor
- Speech Therapist

The Plan itself should be checked for eligibility and details.

B-10 Extended Health Care Benefits

To employees who qualify, the Plan will offer extended health care benefits for themselves and their eligible dependents. The Plan itself should be checked for eligibility and details.

B-11 Retirement Savings Plan

B-11.01 The Employer shall provide for a retirement savings plan to which all full-time employees working a minimum of thirty (30) hours per week excluding contract employees will be eligible to join the plan following twelve (12) months of continuous service.

B-11.02 The Employer shall advise all full-time employees and the Union as to who is administering the plan.

B-11.03 Full-time employees shall be provided with a written document which outlines the different contribution options and an annual statement from the Plan administrator.

B-11.04 The Employer shall cover the costs of any administration fees for the Group RRSP arising from a group change. Administrative fees arising from individual changes will be the responsibility of the employee making the change.

B-11.05 Subject to the terms and conditions of the plan, the Employer shall match up to two (2%) percent of an employee's bi-weekly earnings or a fixed dollar amount as indicated by the employee no greater than two (2%) percent of the total bi-weekly earnings. The Plan itself should be checked for eligibility and details

B-12 Employee Assistance Program

The Plan will offer an Employee Assistant Plan (EAP) for employees who qualify. The Plan itself should be checked for eligibility and details.

B-13 Health Care Spending Account

The Plan will offer a two hundred and fifty (\$250.00) dollars per year Health Care Spending Account for employees who qualify. The Plan itself should be checked for eligibility and details.

EXHIBIT ONE
- MEMBERSHIP APPLICATION -


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 No. 832**, and **Trailblazers Life Choices** contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Collective Agreement, 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 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 within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.”

Please complete a Membership Application immediately (sample below) and return it to your Employer so they can forward it to the UFCW, Local 832 Union office VIA the Union Electronic Data base or if not available, by mail, 1412 Portage Avenue, Winnipeg MB R3G OV5, within 10 calendar days of your hire or rehire date.

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

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