

COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3828**

- AND -

ASSOCIATION FOR COMMUNITY LIVING - SWAN RIVER

TERM OF AGREEMENT:

APRIL 1, 2016 TO MARCH 31, 2019

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PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the **supported individuals** that we serve;

And whereas it is the desire of both parties that these matters be drawn up in an agreement;

Now therefore, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree with the other as follows:

ARTICLE 1 – SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under MLB Certificate 5403.

102 Work of the Bargaining Unit

Persons who are not employees of the Employer shall not work on jobs which have been determined as being within the scope of the bargaining unit, except where it has been mutually agreed upon by both parties, present practise, or in the case of training, demonstration or emergency. Members of the bargaining unit will not be displaced due to use of volunteers.

103 The term “Employer” and/or “Residence” shall mean Association for Community Living Swan River Branch, Swan River, Manitoba and hereinafter referred to as A.C.L.

104 The term “Union” shall mean the Canadian Union of Public Employees, Local 3828.

ARTICLE 2 – DURATION

- 201 (a) This Agreement shall be in full force and effect from April 1, **2016** until March 31, **2019**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least ten (10) days' written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least ten (10) days' written notice as to the intended time and date of lockout.
- 202 Should either party desire to propose changes to this Agreement, it shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of **notice**, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 301 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have among others the right to maintain efficiency and quality of work or care; the right to direct the

work of its employees; the right to hire, classify, assign to positions and promote; the right to designate the place of work; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause, the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

ARTICLE 4 – UNION DUES – SECURITY

401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that any such formula can be operated through the Employer's present payroll system.

402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every pay day, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions and their wages for the pay period.

403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

404 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions. Any over-deduction will be rebated by the Union.

405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 – UNION REPRESENTATION

501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.

502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

503 (a) When meeting with the Employer to conduct negotiations the maximum number of employees who will be entitled to a leave of absence will be three (3).

(b) Employees serving on the negotiating committee on behalf of the Union when revisions to this Agreement are being negotiated shall not suffer a loss of earning of basic pay as a result. If possible the schedule of the said employees shall be established and adjusted if necessary such that they perform their regular duties to earn all hours paid and they are able to attend all negotiation meetings at times when they are not scheduled to work.

504 Representatives of the Union who are not employees of the Employer may, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.

505 All correspondence arising out of this Agreement shall pass to and from the President of the Board of Directors or designate and the Secretary of the Local Union or designate.

506 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee unless prior approval has been received from the Employer.

ARTICLE 6 – RESPECTFUL WORKPLACE

601 It is agreed that there shall be no discrimination contrary to *The Human Rights Code* of Manitoba as it may be amended from time to time, subject to the exceptions contained therein. The prohibited grounds presently include:

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including sex determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance; and
- (m) social disadvantage.

The Employer also agrees that it will not discriminate on the basis of place of residence or membership or activity in the Union, except as allowed under *The Human Rights Code*.

602 It is agreed that should a question arise regarding bona fide occupational qualifications, that the parties are unable to resolve between themselves, the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the Manitoba *Human Rights Code*.

603 Harassment / Bullying

The Employer and the Union agree that no form of harassment or bullying shall be condoned in the workplace and it is further agreed

that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment or bullying shall be treated in strict confidence by both the Employer and the Union.

ARTICLE 7 – DEFINITIONS

701 An “employee” is a person employed by the Employer and covered by this Agreement.

702 A “full-time” employee is one who regularly works the hours specified in Article 1701.

703 A “part-time” employee is one who regularly works less than full-time hours specified in Article 1701.

704 A “term” employee shall be employed for a specific time period or until completion of a particular project within a specific department to a maximum of twelve (12) months. This period may be extended if the Employer so requests and the Union agrees, such consent not to be unreasonably withheld. Term employees will accrue seniority in the bargaining unit.

705 A “probationary” employee is a newly-hired full-time or part-time employee who has not completed four hundred and eighty (480) hours’ service from the date of hiring. The probationary period may be extended by a further eighty (80) hours by the Employer in its sole discretion. The Employer must notify the employee of its intention to extend the probationary period in writing prior to the completion of the initial probationary period, with a copy provided to the Union. The probationary period may be further extended with the consent of the Union.

The Employer shall provide a probationary employee with a written evaluation midway in the probationary period, to allow the employee to improve or make adjustments if needed.

A probationary employee shall have no right to challenge his/her dismissal during the probationary period.

706 A “grant” employee is one who is employed under the conditions of a specified government or agency grant and whose duties are not primarily those in which regular full-time or part-time staff would normally be engaged. Grant employees shall receive wages and benefits according to the provisions of the grant.

A grant employee will not be paid lower than minimum wage. A grant employee will not replace a permanent employee. Grant employees will not accrue seniority.

707 A “student” employee is an employee who attends school or university. A student employee shall receive the same benefits as a casual employee, except that the student will receive the minimum wage. A student employee shall not displace any permanent employee.

708 A “casual” employee is any employee who is not full-time, part-time or term (i.e. works irregularly or is employed for a term shorter than the minimum for a term employee). The terms of this Agreement shall not apply to casual employees, except as follows:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned in accordance with Schedule A. Casual employees shall be paid the start rate for the first one thousand and forty (1040) hours worked. After the completion of one thousand and forty (1040) hours, the casual employee shall be paid at Step 2 of Schedule A.
- (c) i) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one-half (1½) times the rate set out in (b) above.

- ii) Casual employees shall be paid general holiday pay at the rate of five percent (5%) of their basic rate of pay, calculated on the thirty (30) day period immediately preceding the general holiday.
 - (d) Casual employees shall be entitled to overtime pay at the rate of one and one-half (1½) times the rate set out in (b) above.
 - (e) Casual employees shall be subject to dues deduction as reasonably required by the Union in a non-discriminatory manner, e.g. based on the current percentage principle.
 - (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (g) A casual employee who reports for work as scheduled and who has not been notified in advance of the cancellation of work and who finds no work available shall be paid for his/her scheduled time up to three (3) hours. Notice shall mean a telephone call to the employee at the home phone number provided by the employee to the Employer.
- 709 Casual employees shall have access to the grievance and arbitration articles herein only for an alleged breach of Article 708.
- 710 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 8 – BULLETIN BOARDS

- 801 Bulletin board space will be provided at each residence/facility by the Employer for use by the Union. Items to be posted on the bulletin boards will be submitted by the steward or designate to management.

ARTICLE 9 – GRIEVANCE PROCEDURE

901 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

902 An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

903 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure. The Local Union representative must receive prior approval from his/her manager to leave the workplace.

904 (a) Discussion Stage

Within seven (7) calendar days of the occurrence of a potential grievance, the employee shall attempt to resolve the dispute with his immediate supervisor who is outside the bargaining unit.

In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) calendar days of return, or fourteen (14) days from the occurrence of the event giving rise to the grievance, whichever is the earlier.

(b) Step 1

If the dispute is submitted, but not resolved within seven (7) calendar days from the time the dispute is first discussed with the supervisor, the grievor and/or the Union representative may, within the ensuing seven (7) calendar days, submit the grievance in writing to the Services Coordinator. Within seven (7) calendar days, the Services Coordinator shall convene a meeting with the Union to discuss the grievance. The Services

Coordinator shall render a decision in writing within seven (7) calendar days of the meeting.

(c) Step 2

If the dispute is not resolved at Step 1, the Union may, within seven (7) calendar days, submit the grievance in writing to the President of the Board of Directors or designate, who shall render a decision in writing within seven (7) calendar days.

The limits in the grievance procedures may be extended by mutual agreement and shall be confirmed in writing.

905 An employee claiming to have been discharged or suspended without just cause may submit the grievance at Step 2 directly to the President of the Board of Directors or designate.

906 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance in writing directly to the President of the Board of Directors or designate at Step 2.

907 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure. The Local Union representative must receive prior approval from his/her manager to leave the workplace.

908 Employees, including employees acting on behalf of the Union, shall suffer no loss of pay for attending disciplinary or grievance meetings.

ARTICLE 10 – ARBITRATION PROCEDURE

1001 Within ten (10) working days after receiving the reply of the President of the Board of Directors or designate and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing.

1002 The parties shall agree on the arbitrator to hear the matter within fourteen (14) calendar days following receipt by the responding party

of the notice to arbitrate. Should the parties fail to so agree, either party may then request the Minister of Labour to appoint an Arbitrator.

1003 The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

1004 The Arbitrator shall determine his/her own procedures, but shall provide full opportunity to all parties to present evidence and make representation. The Arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

1005 The decision of the Arbitrator shall be final and binding and enforceable on all parties and may not be changed.

1006 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Arbitrator either party may apply to the Arbitrator, to reconvene. Within five (5) calendar days the Arbitrator shall reconvene to clarify the decision.

1007 Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

1008 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1009 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 – SENIORITY

1101 Seniority shall be defined as the total accumulated regular paid hours (including overtime worked counted as straight time) calculated from the date the employee last entered the service of the Employer, subject to the following conditions:

1102 Subject to any provision of the collective agreement which provides otherwise, seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.

1103 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure;
- (c) fails to report for work as scheduled for three (3) or more shifts without an explanation satisfactory to the Employer;
- (d) is laid off for more than twelve (12) months;
- (e) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (f) is laid off and fails to report for duty as instructed, unless such failure is due to illness substantiated by a medical certificate submitted to the Employer within two (2) days of the first scheduled shift.

1104 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced.

An up-to-date seniority list shall be sent to the Union Representative, once per year or when requested, in writing. The list shall be accompanied by each employee's name, address and phone number.

1105 The seniority of an employee will be retained and will accrue, if:

- (a) she/he is on any paid leave of absence;
- (b) is on paid sick leave or paid vacation;

- (c) is on Maternity or Parental Leave as prescribed in *The Employment Standards Code*; or
- (d) is on bereavement leave, family leave or compassionate care leave taken in accordance with this agreement.

ARTICLE 12 – SICK LEAVE

1201 A full-time, part-time or term employee who is absent from work scheduled pursuant to Article 1704 (**including shifts picked up and placed on the schedule four (4) weeks in advance**) due to illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, shall be entitled to his/her regular basic pay to the extent that he/she has accumulated sick leave credits.

1202 An employee who will be absent under the conditions outlined in Article 1201 must **provide the Coordinator**, or designate **with direct notice** at least one (1) hour prior to the commencement of the day shift; at least three (3) hours prior to the commencement of the evening and night shifts. Failure to comply with the above may result in disciplinary action.

Direct notice is defined as verbal contact between the employee and Coordinator or designate and is not constituted by one way written or voice messages.

Replacement staff shall be called by the **Coordinator** or Employer **in accordance with the provisions of 1716**. No employee shall be expected to replace him or herself.

1203 Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month to a maximum of one hundred and twenty (120) working days.

- 1204 The Union agrees that in cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of sick leave utilization.
- 1205 An employee shall accumulate sick leave credits but will not be entitled to paid sick leave benefits for any sickness occurring during the probationary period.
- 1206 All paid sick leave will be deducted from accumulated credits to the next nearest quarter ($\frac{1}{4}$) hour.
- 1207 If an employee is to be absent for illness for a period exceeding his/her accumulated sick leave credits, he/she must request, or cause someone on his/her behalf to request a leave of absence in writing for the expected duration of convalescence prior to his/her last paid day of sick leave. Such request shall not be unreasonably denied. The Employer shall notify the employee in writing when she/he has fewer than ten (10) days' worth of accumulated sick leave credits remaining. Failure to comply with the above may result in disciplinary action.
- 1208 Upon written request, the Employer shall provide information to the employee, in writing, as to the amount of his/her accrued sick leave credits.
- 1209 Employees shall make every effort to make medical or dental appointments outside of working hours. Where this is not possible, the employee may access accumulated sick leave provided he/she informs his/her supervisor as soon as is reasonably possible upon learning of the appointment.
- 1210 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave benefits. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits. An employee who is required to provide a certificate will be

made aware of such requirement prior to the employee's return to duty. The Employer will cover any costs associated with a certificate from a qualified medical practitioner that it requires.

ARTICLE 13 – VACANCIES, PROMOTIONS, TRANSFERS AND TRAINING

1301 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, and/or hours of work and wage rates.

1302 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, meet the physical requirements of the position in question and have a satisfactory employment record. Where more than one (1) employee meets the above criteria, the position shall be awarded based on seniority among the qualified applicants, subject to the rest of this Article.

Where the vacancy is in Residential or Independent Living with Supports, the senior employee as per the above requirements will meet with the **supported individual(s)** affected prior to being declared the successful applicant for the position in question. If the **supported individual(s)** and Management determine that the employee is acceptable, the employee will be awarded the position. Otherwise the next most senior qualified applicant who is acceptable to the **supported individual(s)** will be awarded the position.

1303 The name of the successful applicant for any position posted in accordance with this Article will be revealed in writing on the bulletin board within five (5) calendar days of the decision and the notice shall be left on the bulletin board for a period of at least seven (7) calendar days. When the position is filled internally, it shall be filled within thirty (30) calendar days of the posting.

1304 All promotions and voluntary transfers are subject to a four hundred and eighty (480) hour trial period, which may be extended by a further eighty (80) hours by the Employer in its sole discretion,

during or at the conclusion of which the employee may be returned to his/her previous position, as soon as operational requirements permit, if in the opinion of the Employer the employee is unsuited to the position tried, or if he/she wishes to revert voluntarily to his/her former (or similar) position as soon as a position becomes available.

Trial periods may be extended by mutual consent.

The Employer and the employee shall meet midway in the trial period to discuss progress or any concerns during the trial period.

1305 Employees shall not be eligible to apply for transfer during their probationary period.

1306 Employees shall be encouraged to attend available training programs. Training programs may also be required by the appropriate Government of Manitoba department, or by the Employer as a performance improvement requirement. Where an employee is required by the Employer to take such a program, the Employer will pay the tuition, a minimum of three (3) hours' wages at the employee's regular rate of pay, (unless the training program takes place on an employee's regularly scheduled work day and becomes part of the regularly scheduled work hours) and reasonable out of town travel costs for the employee.

When an employee advises the Employer, prior to the Employer paying for the training session that she/he is unable to attend a training session due to a prior commitment of a medical or employment nature, approved leave of absence, or due to an emergent situation, the Employer shall endeavour to offer an alternative training option.

1307 Where an employee is scheduled to attend a CPR/First Aid training session which has been paid for by the Employer and does not attend, the employee will be required to obtain the training within a thirty (30) day period at his/her own cost, and on his/her own time. If the training is not completed in a timely fashion, disciplinary action may be taken. This shall not apply in the case of a genuine emergency, as determined by the Employer.

ARTICLE 14 – ANNUAL VACATIONS

1401 The vacation year shall be from the 1st day of April in the one year to the 31st day of March in the next year.

1402 A full-time employee who has completed less than one (1) year's continuous employment as of the cut off date indicated in 1401 will be granted vacation on a percentage of hours worked, unless mutually agreed. Annual vacation shall be earned at the rate of:

- (a) Ten (10) working days per year commencing in the first (1st) year of employment;
- (b) Fifteen (15) working days per year commencing in the fourth (4th) year of employment;
- (b) Twenty (20) working days per year commencing in the ninth (9th) year of employment.
- (d) Twenty-five (25) working days per year commencing in the fifteenth (15th) year of employment.

1403 Part-time employees shall earn vacation pay on a pro-rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{2,080 \text{ Hours}} \times \text{Entitlement of a Full-time Employee}$$

Actual vacation entitlement will be based on years of service as per Article 1402.

1404 Upon termination of employment, a full-time employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period in which the vacation was earned but not taken:

- (a) Ten (10) days per year – four percent (4%)
- (b) Fifteen (15) days per year – six percent (6%)

- (c) Twenty (20) days per year – eight percent (8%)
- (d) Twenty-five (25) days per year – ten percent (10%)

- 1405 Employees will be required to request in writing as far in advance as possible their vacation times to their respective **Coordinator (at least six (6) weeks is preferred)**. The Employer shall schedule vacation according to operational needs and the employee's request, with consideration given to seniority in the event of a conflict. Vacation pay will be disbursed not later than one (1) day preceding the vacation if application has been made to the Employer in writing at least two (2) weeks in advance.
- 1406 Where operational needs permit (in the opinion of the Employer) and the employee wishes it, a continuous vacation period will be granted. The vacation schedule is not to be altered except with the written approval of the Employer.
- 1407 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1408 **The Employer shall provide employees with notice of their vacation accumulation no later than April 30th of each year. Additionally, the Employer will advise employees of the amount of their accumulated vacation time upon written request.**
- 1409 **Replacement staff shall be called by the Coordinator or Employer. No employee shall be expected to replace him or herself.**
- 1410 **In the event that an employee's vacation is interrupted by a death to which the bereavement leave provisions of this Agreement apply, the employee may take the bereavement leave, and any scheduled vacation time used as bereavement leave will be credited back to the employee's vacation entitlement.**

1411 In the event that an employee is hospitalized during his/her vacation, it shall be incumbent on the employee to inform the Employer as soon as possible. In such circumstances, the employee may utilize sick leave credits, to the extent they are available to him/her, to cover the period of hospitalization. The scheduled vacation time displaced by the sick leave in these cases shall be credited back to the employee's vacation entitlement.

ARTICLE 15 – GENERAL HOLIDAYS

1501 The following are recognized as general holidays for purposes of this Agreement:

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

and any other day proclaimed as a universal paid holiday by statute of the Provincial or Federal Government.

1502 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) his/her basic rate of pay.

1503 A full-time employee who works on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1504 If a general holiday falls on the regular day off of a full-time employee or during his/her annual vacation, he/she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty

(30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1505 Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay cheque.

1506 If a general holiday falls on a day on which a full-time employee is receiving sick leave benefits, she/he shall be paid for the holiday and such pay shall not be deducted from sick leave credits.

1507 A full-time employee required to work on general holidays shall be allowed to bank up to two (2) alternate days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer, such days to be taken before March 31st of the current year.

ARTICLE 16 – LEAVE OF ABSENCE

1601 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible.

1602 Employees will be granted maternity leave and parental leave in accordance with the provisions of the *Employment Standards Code* of Manitoba, as it may be amended from time to time.

1603 Bereavement Leave

- (a) An employee shall be entitled to bereavement leave of the following regular scheduled hours at his/her regular rate of pay in the event of:
 - i) death of spouse, common-law spouse, child, or stepchild – **five (5) days**;

- ii) death of an employee's brother, brother-in-law, sister, sister-in-law, father, father-in-law, mother, mother-in-law, grandparents, grandparents-in-law, stepparent, grandchildren – three (3) days;
- iii) One (1) day shall be granted without loss of pay to attend a funeral as a pallbearer or a mourner.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment.

The time referenced above shall not be considered as needed for bereavement leave during periods when an employee is on an extended leave, statutory holidays or days during which sick leave is being utilized.

- (b) An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid bereavement leave on the death of a:
 - i) spouse, common law partner;
 - ii) child, parent, brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
 - iii) the spouse or common law partner of a person set out in ii);
 - iv) the persons set out in ii) and iii) as they relate to the employee's spouse or common law partner; or
 - v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common law relationship.

Before taking a leave under this section, the employee must give the Employer notice of the amount and timing of the leave to be taken and of the death to which it relates. If requested by the Employer, the employee must also provide evidence of his/her entitlement to the leave.

- (c) Where both 1603(a) and 1603(b) may apply, the employee shall take a leave under 1603(a).
- (d) **Replacement of staff shall be called by the Coordinator or Employer. No employee shall be expected to replace him or herself.**

1604 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/employee benefit programs, if applicable.

1605 Employees shall be allowed a maximum of one (1) day off with pay to attend citizenship court to become a Canadian citizen. The employee shall give as much notice as possible.

1606 Upon at least two (2) weeks' (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department, subject to operational requirements. Such permission shall not be unreasonably denied. The Employer agrees to pay the employee as if she/he had been at work, and bill the Union for lost wages and benefit entitlements.

1607 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office.

1608 An employee shall be entitled to leave of absence at a time when operational requirements permit without pay and without loss of seniority to write examinations to upgrade his/her employment qualifications.

1609 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty days' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - the day the certificate is issued; or
 - if the leave was begun before the certificate was issued, the day the leave began; and

- ii) the family member requires the care or support of one or more family members.
- (f) "Family member" means spouse, common-law partner, child, child of spouse or common-law partner, parent, or parent of spouse or common-law partner, spouse or common-law partner of parent, or any other family member included by regulation under *The Employment Standards Code* of Manitoba.
- (g) An employee may end his/her compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice of his/her expected date of return.
- (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.
- (i) Employees may use their remaining Family Leave during the two (2) week waiting period for Employment Insurance.

1610 Family Leave

An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid Family Leave each year, but only to the extent that the leave is necessary:

- (a) for the health of the employee; or
- (b) for the employee to meet his or her family responsibilities in relation to a:
 - i) spouse, common law partner;
 - ii) child, parent, brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
 - iii) the spouse or common law partner of a person set out in ii);

- iv) the persons set out in ii) and iii) as they relate to the employee's spouse or common law partner; or
- v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

An employee wishing to take Family 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.

1611 An employee taking Family Leave under 1610, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Family Leave.

1612 (a) **An Employee who has been employed by the Employer for at least 90 days, and who is the victim of domestic violence as referred to in *The Employment Standards Code* is entitled to both the following periods of domestic violence leave in each 52-week period:**

- i) **leave of up to 10 days, which the employee may choose to take intermittently or in one continuous period;**
- ii) **leave of up to 17 weeks to be taken in one continuous period.**

(b) **Domestic violence leave may be taken for one or more of the following purposes:**

- i) **to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;**
- ii) **to obtain services from a victim services organization;**

- iii) to obtain psychological or other professional counselling;
 - iv) to relocate temporarily or permanently;
 - v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - vi) any other purpose prescribed in *The Employment Standards Code or Regulations*.
- (c) The first five (5) days of leave taken in a calendar year shall be paid. To the extent that the employee has sick leave credits accumulated, such days shall be deducted from the Employee's sick leave accumulation. The remainder of any such leave (leave in excess of five (5) days in a calendar year) shall be unpaid.
- (d) Leave under this section shall be taken in full days only.
- (e) An employee who wishes to take a leave under this section must give the employer as much notice as is reasonable and practicable in the circumstances.
- (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of 17 weeks by giving the Employer written notice at least 2 weeks before the day the employee wishes to end the leave.
- (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

ARTICLE 17 – HOURS OF WORK, VACANT SHIFTS AND SHIFT EXCHANGES

- 1701 (a) The standard hours of work for full-time employees shall be eight (8) hours per day and eighty (80) hours per biweekly period excluding meal periods. This is not a guarantee of permanent daily or biweekly hours of work and notice of change in hours shall be given in accordance with the other provisions of this Collective Agreement.
- (b) The standard hours of work for part-time employees at 448-11th Avenue North, 201 Parkview, Independent Living with Support Program, Residential Personal Supports Program and the Resource Centre shall be up to eight (8) hours per day and less than eighty (80) hours per biweekly period excluding meal periods. The standard hours of work for part-time employees in all other residences and departments shall be up to twelve (12) paid hours per day and less than eighty (80) hours per biweekly period excluding meal periods.
- (c) The meal period will be scheduled by the Employer and will not be less than one-half (½) hour in duration.
- (d) A rest period of fifteen (15) minutes duration will be allowed by the Employer during each continuous three (3) hour period of work.
- 1702 Meal and rest periods shall be provided with pay if in the presence of the **supported individuals**.
- 1703 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

- 1704 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee. Notice of additional hours shall be given as far in advance as practicable.
- 1705 No employee shall work more than six (6) consecutive days (less if reasonably practical) except by mutual agreement between the employee and the Employer.
- 1706 There shall be no split shifts unless by mutual agreement between the Employer and the employee, except where necessary for the Support Workers in the Independent Living with Supports Department.
- 1707 Days off shall be consecutive wherever reasonably practical.
- 1708 The Employer shall consult with the Union and affected employee(s) prior to changing the work schedule in a residence or department.
- 1709 Where a "Night Sleep-Over" shift is converted to a standard over night shift (i.e. required to be awake through the night shift), affected employee(s) shall select one of three options:
- (a) Retain the shift(s); or
 - (b) Reject the shift(s) and accept a reduction in hours as a layoff; or
 - (c) Reject the shift(s) and replace the lost hours by making use of the bumping procedures as outlined in Article 2103.
- 1710 An employee who reports to work as scheduled and who has not been notified in advance of the cancellation of work, and who finds no work available, shall be paid for his/her scheduled time up to three (3) hours. Notice shall mean a telephone call to the employee at the home phone number provided by the employee to the Employer.
- 1711 Unless otherwise mutually agreed, an employee shall be granted a minimum of every second weekend off, whenever possible.

1712 A full-time or part-time employee required to report back to work outside his/her regular working hours shall be paid a minimum of three (3) hours at his/her regular rate of pay. When this exceeds his/her regular daily, weekly or biweekly hours, applicable overtime rates will apply.

Employees required to attend meetings shall be paid a minimum of three (3) hours' pay (unless the meeting takes place during an employee's regularly scheduled work day and becomes part of the regularly scheduled work hours) or the appropriate overtime rate.

1713 The first two (2) shifts of a new employee will be considered orientation and be paid at the applicable Government of Manitoba Minimum Wage.

1714 On Call Compensation For Coordinators

(a) An employee who is to be available on call during Monday to Thursday, by telephone contact, shall be entitled to one (1) paid day per month as compensation for the time spent on call.

On call compensation days shall be taken within two (2) months of accumulating such days, or banked to a maximum of three (3) days.

(b) An employee who is on call during the times of Friday 5:00 p.m. to Monday 8:00 a.m. shall be compensated with a two hundred dollar (\$200.00) on call premium. Employees who are not on call during the entire sixty-three (63) hour period shall have the premium pro rated to their actual on call hours:

$$\frac{\text{Actual Hours on Call}}{63 \text{ Hours}} \times \$200.00$$

- 1715 Part-time employees desirous of working more hours shall so indicate to the Employer in writing and the request shall remain on file until the employee's service is terminated or the employee asks in writing to have the request rescinded. The Employer shall take such requests into account when more hours become available for the employees in the residence.
- 1716 Vacant shifts shall be offered by seniority to employees in a manner that minimizes overtime costs for the Employer. Priority shall be as follows:
- (a) Employees within the home/department where the work is to be done, who will not attract overtime by virtue of working the shift will be offered the shift first.
 - (b) If the shifts are not filled through a) then employees from homes/departments other than the home/department where the work is to be done, who are orientated to the home/department where the work is to be done, and who will not attract overtime by virtue of working the shift, will be offered the shift.
 - (c) If the shifts cannot be filled through (a) or (b), then casual employees may be used to fill the shift, where the casual employee has been orientated to the home/department where the work is to be done, and who will not attract overtime by virtue of working that shift.
 - (d) If the shifts are not filled through (a), (b), or (c), the shift will be offered to the employee who will attract the least amount of overtime by virtue of working the shift, regardless of the home/department in which the employee works so long as the employee has been orientated to the home/department where the work is to be done. If two (2) or more employees will attract the same amount of overtime, the shift will be offered first to employees working within the home/department where the shift is to be worked, and, if this does not resolve the matter, by seniority.

1717 Shift exchanges between two (2) employees shall be allowed, provided that:

- there is mutual agreement between the two (2) employees;
- the shifts to be exchanged are within the same pay period;
- the employees affected are both orientated to the houses (programs) involved;
- and shift exchanges must be approved by the House Coordinator(s).

Overtime shall not be paid as a result of employee-requested shift changes.

ARTICLE 18 – OVERTIME

1801 Overtime shall be paid at the rate of one and one half (1½) times the employee's regular rate of pay per hour for all hours worked in excess of:

- (a) his/her regularly scheduled shift in a day;
- (b) in accordance with the applicable Letter of Understanding; or
- (c) eighty (80) hours in a biweekly period.

An employee, who accepts additional hours of work, and commences in an assignment of eight (8) hours or less, shall be compensated overtime after working eight (8) hours should his/her assignment be extended or additional hours be accepted.

1802 All permanent employees shall be entitled to bank overtime, at their option, to accumulate a maximum of forty (40) hours at any one time. Such banked time is to be taken at a time mutually agreeable to the employee and Employer. Banked overtime shall be used within the same classification for which it was earned. All banked overtime shall be utilized by March 31st in the year in which it has been accumulated or will be paid out on the pay period covering March 31st.

- 1803 No employee shall be required to work overtime against his/her wishes when other qualified employees within the same classification are available and willing to perform the required work. However, if no one is willing, then the qualified employee with the least seniority who is available shall be required to work.
- 1804 The employee will be responsible for notifying the Employer prior to accepting additional available hours, where overtime will be incurred. Should the employee knowingly fail to do so, straight time rate of pay will be paid for the hours in question.
- 1805 The Employer will advise employees of the amount of their accumulated banked time upon written request.

ARTICLE 19 – SHIFT PREMIUM AND BENEFITS

- 1901 An employee required to work between the hours of 8:00 p.m. and 8:00 a.m. will be paid a Shift Premium of fifty cents (50¢) per hour for all hours worked.
- 1902 The Employer shall provide the following benefit plans, but shall not be responsible for the administration of said plans:
- (a) for all permanent full-time and part-time employees who have completed their probationary period:
 - i) The Employer will match employee contributions up to two percent (2%) of gross earnings, excluding overtime, for a retirement plan;
 - ii) A Health Spending Account equal to three percent (3%) of their gross earnings; and
 - iii) Ambulance Coverage; and

- (b) for all employees who meet the enrollment requirements of the plan, coverage is provided at the employee's expense including: Long Term Disability, Accidental Death & Dismemberment, Basic Life Insurance, Dependent Life Insurance, and Critical Illness coverage.

ARTICLE 20 – TRANSPORTATION

- 2001 Employees required to use their own vehicles while on Employer business will be paid forty cents (40.0¢) per kilometre for travel. Effective April 1, 2014 the applicable rate will be forty-one cents (41.0¢) per kilometre. Effective April 1, 2015 the applicable rate will be forty-two cents (42.0¢) per kilometre.
- 2002 When an employee's vehicle is subjected to bodily fluids from a **supported individual**, the employer shall reimburse the employee for the costs of the cleaning upon submission of the receipts.
- 2003 **The Employer will reimburse the cost of the additional insurance up to fifteen dollars (\$15.00) per employee.**

ARTICLE 21 – LAYOFF AND RECALL

- 2101 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work.
- 2102 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority within each residence/department.
- 2103 An employee about to be laid off due to a reduction in the workforce or a reduction in the regular hours of work which lasts, or is

anticipated to last, a minimum of thirty (30) days may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The employee must first look to bump inside his/her current residence/department. If the employee is unable to recover all lost hours by bumping inside his/her residence/department, she/he may bump bargaining unit wide, in reverse order of seniority. Bumping should be done in such a way to minimize interruptions to the Employer's operations. The right to bump shall include the right to bump up.

- 2104 The following procedure shall be followed upon an employee being notified of an impending layoff:
- (a) The employee will be provided with a letter clearly outlining his/her right to bump or to elect to go on active layoff;
 - (b) The employee electing to bump must make his/her requested "bump" known to the Employer within five (5) days of receiving his/her notice;
 - (c) Once the employee's bumping request has been approved, the employee shall not be permitted to change his/her request;
 - (d) The employee electing to go on active layoff forfeits his/her right to bump and will remain on active layoff until recalled by the Employer in accordance with the Agreement and/or shall be subject to the provision of Article 1103 (d), whichever occurs first.
- 2105 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 2106 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and at any time their contact information changes thereafter.
- 2107 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin

work at a time designated by the Employer.

- 2108 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she/he declines employment in a lower classification than she/he held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 2109 The Employer shall provide employees with as much notice of layoff as practicable.

ARTICLE 22 – DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2201 The value of progressive discipline, with the aim of being corrective in application is recognized by both Parties. Therefore, except where appropriate, counseling shall precede warnings (oral then written), which shall precede suspension(s), which shall precede discharge with cause.
- 2202 An employee may be discharged or suspended for just cause only upon the authority of the President of the Board of Directors or designate. Such employee shall be advised promptly in writing of the reason for his/her dismissal or suspension, with a copy being sent to the Union Representative.
- 2203 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she/he so desires. If the Employer considers discipline warranted, any such action will be dealt with within ten (10) working days of the Employer becoming aware of the incident. Failure of the employee to show up for pre-arranged meetings may result in disciplinary action.

- 2204 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 2205 Upon written request, an employee shall be given the opportunity to examine any document which is placed in his/her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against him/her, and his/her reply to any such document shall also be placed in his/her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of his/her file at his/her own expense. There shall be a non-Union person present.
- 2206 An employee accompanied by a Union Representative, if she/he so elects, may examine her/his personnel file on request. There shall be a non-Union person present. She/He shall have recourse to the grievance procedure to dispute any derogatory entry in her/his personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2207 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 23 – COMMITTEES

- 2301 The parties hereto agree to a joint Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of A.C.L.
- 2302 The Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed eight (8) members, four (4) on each side. The Local Union Committee may at any time have a representative from the Canadian Union of Public Employees.

- 2303 The Committee shall meet as and when required upon five (5) working days' written notice being given by either party. Agenda items will be submitted at least two (2) days before the meeting.
- 2304 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in its discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 2305 A Safety Committee shall be established to examine all aspects of safety and health measures within the Facility. Membership on this committee shall comply with *The Workplace Safety and Health Act*.

ARTICLE 24 – JOB DESCRIPTIONS

- 2401 Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the employees concerned and the up-to-date job descriptions shall be provided to an affected employee and the Local President once a year or when requested in writing by the Union Representative.

ARTICLE 25 – NIGHT SLEEP-OVER

- 2501 Employees working “Night Sleep-Overs”, although they are present ten (10) hours, they will be paid seventy percent (70%) at their regular rate for hours present (i.e., 10 hours present = 7 x hourly rate), unless they are required to stay awake with **supported individuals**, then all worked hours will be paid at their regular rate.

Employees working “Night Sleep-Over” shift at 448-11th Avenue North, although they are present for eight (8) hours, will be paid for six (6) hours unless they are required to stay awake with **supported individuals**, then all worked hours will be paid at their regular rate.

ARTICLE 26 – WAGES

2601 Employees shall be paid in accordance with the schedule of wages attached to and forming part of this Agreement. **If errors are discovered on timesheets, the employees shall be called and requested to attend at the Employer’s premises to review and correct their time sheets. Employees who do not attend to the Employer’s premises to review and correct their timesheets in a timely manner shall not be paid until the next payroll.**

2602 An employee being promoted from one classification to another shall go to the next higher rate of the new classification which provides an increase over his/her present wage level.

2603 Pay periods shall be every two (2) weeks. Pay days shall be every **second** Friday (except where a general holiday falls on a Friday).

This Agreement signed this 11 day of July, 2017

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3828**

**SIGNED ON BEHALF OF:
ASSOCIATION FOR
COMMUNITY
LIVING – SWAN RIVER**

Elizabeth Belanger
M. Beaman

[Signature]
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SCHEDULE A

Support Worker

	Start	After 2080 hours	After 4160 hours	After 6240 hours	After 8320 hours
April 1, 2017	12.00	12.76	13.25	13.63	14.26
April 1, 2018	12.00	12.76	13.25	13.63	14.47

Coordinator

	Start	After 2080 hours	After 4160 hours	After 6240 hours
April 1, 2013	16.01	17.30	17.96	18.60

Commencing April 1, 2014, any increases in funding intended for wages will be allocated to wages as of the first full pay period following the effective date of the increase. Increases are to be allocated in such a manner that Support Workers receive percentage increases of double the percentage increases received by Coordinators, up to the point that Coordinators receive a 1% increase in a year (April 1 to March 31). Once Coordinators have received 1% in a year, excess increases in funding intended for wages will be allocated to Support Workers.

“Increases in funding intended for wages” includes 100% of staff stabilization funding, and the percentage of *per diem* increases which were allocated to wages in the prior year.

NOTE: With respect to Government funding, in the event that the Government were to impose a funding rollback, wages will not be rolled back.

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LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING - SWAN RIVER BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3828

RE: HOURS OF WORK

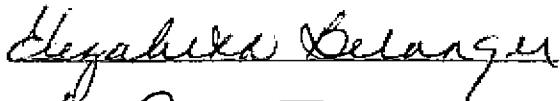
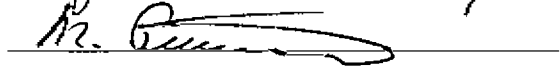
The Parties to this Collective Agreement hereby acknowledge that variances to Article 1701 – Hours of Work may be modified to meet the needs of each “Home” through a Letter of Understanding. These Letters of Understanding may be changed, after one (1) month notice and agreement with the Union.

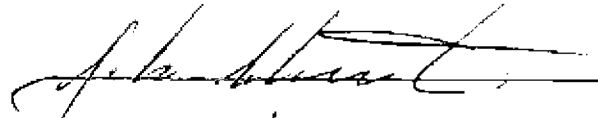
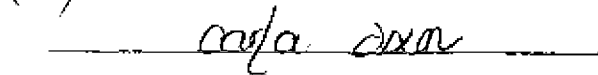
Overtime will only apply if the Employer exceeds the hours of work specified on the schedules.

Dated this 11 day of July, 2017.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3828**

**SIGNED ON BEHALF OF:
ASSOCIATION FOR
COMMUNITY
LIVING-SWAN RIVER BRANCH**

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LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING – SWAN RIVER BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3828

RE: THE VULNERABLE PERSONS' ACT

WHEREAS, Manitobans recognize that vulnerable persons are presumed to have the capacity to make decisions affecting themselves, unless demonstrated otherwise; and

WHEREAS, it is recognized that the vulnerable persons should be encouraged to make their own decisions; and

WHEREAS, it is recognized that the vulnerable persons' support network should be encouraged to assist the vulnerable person in making decisions so as to enhance his or her independence and self-determination; and

WHEREAS, it is recognized that any assistance with decision-making that is provided to a vulnerable person, should be provided in a manner that respects the privacy and dignity of the person, and should be the least restrictive and least intrusive form of assistance that is appropriate for the circumstances; and

WHEREAS, it is recognized that substitute decision making should be invoked only as a last resort when a vulnerable person needs decisions to be made and is unable to make these decisions by himself or herself or with the involvement of members of his or her support network;

THEREFORE, the Union shall recognize that the **supported individuals** of the Association for Community Living Inc. – Swan River Branch Inc. are protected under the *Vulnerable Persons' Act* (Bill 30, part 2 of the Manitoba *Human Rights Code*); and

THEREFORE, the Union will work proactively with the Employer to ensure that the above principles shall be applied in the implementation of the Articles of the Collective Agreement.

Dated this 11 day of July, 2017.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3828**

Elizabeth D. Belanger
M. Pecqueur

**SIGNED ON BEHALF OF:
ASSOCIATION FOR
COMMUNITY
LIVING-SWAN RIVER BRANCH**

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LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING – SWAN RIVER BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3828

**RE: INTERRUPTION OF WORK, INDEPENDENT LIVING WITH
SUPPORTS PROGRAM**

If, due to unforeseen circumstances, the Employer is unable to maintain the employee's regular scheduled hours of work, the employee shall have the option of exercising their rights under Article 21, or a reduction of the employees hours will take effect and be deemed an "interruption of work".

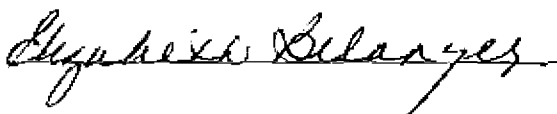
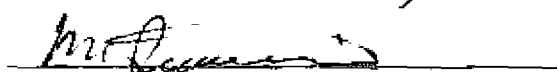
If an employee's hours of work are interrupted, the least senior employee in the Independent Living with Supports Program will be given four (4) weeks' notice prior to the change.


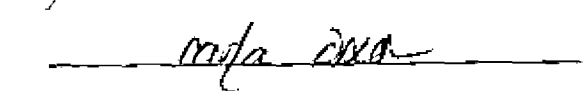
Should new hours become available, the position that experienced the interruption will be given the opportunity to regain hours.

Dated this 11 day of July, 2017.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3828**

**SIGNED ON BEHALF OF:
ASSOCIATION FOR
COMMUNITY
LIVING-SWAN RIVER BRANCH**

TM/pnf cope491

LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING - SWAN RIVER BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3828

RE: RESIDENTIAL PERSONAL SUPPORTS POSITION

In accordance with Article 1703, the Parties agree that the work days for the support worker in this position shall be Tuesday to Saturday.

Further, the hours of work shall be:

Weekdays between 1 p.m. and 9 p.m.
Saturdays – 9 a.m. to 5 p.m.

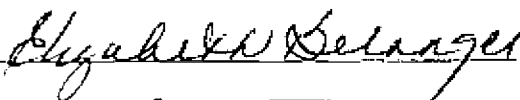
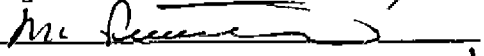
For the purposes of this Letter of Understanding only, Article 1709 is waived.

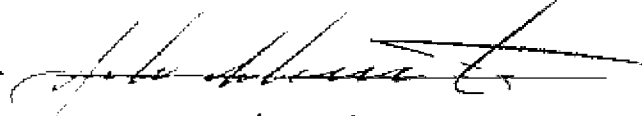

The parties agree to discuss this position and Letter of Understanding when the Residential Personal Supports position is filled.

Dated this 11 day of July, 2017.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3828**

**SIGNED ON BEHALF OF:
ASSOCIATION FOR
COMMUNITY
LIVING-SWAN RIVER BRANCH**

DG/sk /MM/sw/cope 491

LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING - SWAN RIVER BRANCH

AND

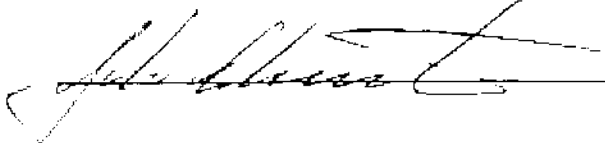
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3828

RE: TIME CHANGE

Hours of work are affected on two night shifts each year due to standard/daylight savings time change. The Parties agree that employees should be paid for hours actually worked on these shifts, subject to the collective agreement. In other words, employees working the night shift in the fall on the "fall-back" date will receive pay for the extra hour worked while employees who work the night shift on the "spring-forward" date will receive an hour's less pay.

DATED this 11 day of July 2017.

**SIGNED ON BEHALF OF
ASSOCIATION FOR COMMUNITY
LIVING - SWAN RIVER BRANCH**



copy xxx

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3828**



M. P...

LS/pnt copc491

LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATION FOR COMMUNITY LIVING - SWAN RIVER BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3828

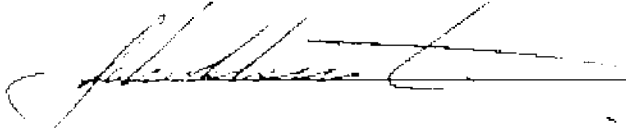
RE: RESPECTFUL WORKPLACE TRAINING

The Association for Community Living – Swan River Branch shall:

- 1. Arrange for respectful workplace training for management and staff through CUPE;**
- 2. Within three (3) months of the ratification of this agreement, train staff and management on its current respectful workplace policy.**

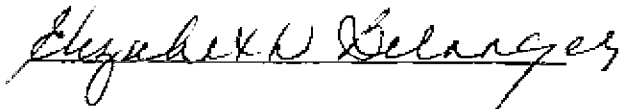
DATED this 11 **day of** July **2017.**

**SIGNED ON BEHALF OF
ASSOCIATION FOR COMMUNITY
LIVING – SWAN RIVER BRANCH**



Carla Dean

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3828**



Elizabeth W. Belanger

TMRM/pnt cope491

