

COLLECTIVE AGREEMENT

BETWEEN

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4662**

- AND -

PARKLAND REGIONAL COMMUNITY LINC INC.

TERM OF AGREEMENT:

JANUARY 1, 2020 TO DECEMBER 31, 2021

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ARTICLE 1 – PREAMBLE

- 101 It is the purpose of both Parties to this Agreement:
- (a) To maintain and promote harmonious relations between the Employer, its employees, and the Union;
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and benefits;
 - (c) To recognize that at all times, the principal consideration must be the care and welfare of the residents, clients and employees of Parkland LINC;
 - (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
- 102 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

ARTICLE 2 – SCOPE OF RECOGNITION

- 201 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 in Certificate No. MLB-6193.

202 Work of Bargaining Unit

Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit. This clause will not prevent the direction, instruction or training of bargaining unit members, the assessment of the residential situation; the assistance of volunteers not displacing bargaining unit members or emergency aid when safety of resident or employee is affected.

203 No Other Agreements

No employees will be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

204 Right to Union Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

Such representative(s) shall, with prior approval of the Employer, have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 301 The term "Employer" shall mean the Parkland Regional Community LINC Incorporation.
- 302 The term "Union" shall mean the Canadian Union of Public Employees Local 4662.
- 303 An "employee" is a person employed by the Employer and covered by this Agreement.
- 304 A "full-time" employee is one who regularly works at least forty (40) hours per week or eighty (80) hours bi-weekly.
- 305 A "part-time" employee is one who regularly works less than full-time hours but has permanent hours bi-weekly.
- 306 **The term "casual" employee is one who works on an unscheduled or irregular basis who replaces an absent employee or is called in to supplement staff coverage in emergency situations. Whereas additional pick up shifts does not constitute an emergency.**
- 307 (a) A "term position" shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
- (b) When the Employer determines that a term position, described above exists, the position shall be posted in accordance with Article 16 and filled in accordance with Article 14. All employees within the agency may apply for the term position. Additional postings shall not be required for the position of the employee who may be awarded the term position. Any additional hours occurring as a result of the filling of a term position, shall be offered to part time employees in accordance with Article 30. Upon completion of the term position, the employee shall return to their former position. In the event that the employee's former position is no longer available, the employee shall have the right to exercise their seniority to displace any employee who has less seniority, provided they have the qualifications to perform the required duties.
- (c) Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Article 30 shall apply.
- (d) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

- (e) Where the Employer deems a term position to be of an indefinite length, the term position shall be posted as such. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.
- (f) No employee shall be laid off or re-employed for the purpose of extending the period of term employment. Should a term employee become permanent without a break in service, their service will be connected for seniority purposes.

- 308 A "probationary" employee is a newly-hired full-time, part-time or term employee who has not completed ninety (90) days of work from the date of hiring. This period may be extended if the Employer so requests and the Union agrees, such consent not to be unreasonably withheld.
- 309 A "grant" employee is one who is employed under the conditions of a specific government or agency grant and whose duties are not primarily those in which regular full-time and part-time staff would normally be engaged. Grant employees shall receive wages and benefits according to the provisions of the grant.
- 310 A "student" employee is an employee who attends school or university. A student employee is covered by the Collective Agreement, however they receive wages no less than the provincial minimum wage and no more than the equivalent full-time employee in the same position.

ARTICLE 4 – DURATION

- 401 This agreement shall take effect and be binding on the parties from January 1, 2020 to December 31, 2021, and shall remain in effect thereafter from year to year unless notice be given by either party not more than ninety (90) days and not less than thirty (30) days prior to the expiry date.
- 402 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 lock-out, whichever occurs first.
- 403 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement, and such changes shall require a Memorandum of Agreement, which shall form part of this Agreement.

- 404 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.
- 405 (a) The Union agrees to give the Employer at least two weeks/14 days written notice as to the intended time and date of strike action.
- (b) The Employer agrees to give the Union at least two weeks/14 days written notice as to the intended time and date of lockout.
- (c) It is agreed by the Parties that in the event of a strike, essential services will be maintained. An essential services agreement signed by the Union and the Employer will be attached to this Agreement.
- 406 All employees shall be entitled to all retroactive wages and benefit adjustments, providing they are still an employee as of the date of ratification. The above shall be payable within forty-five (45) days of ratification.

ARTICLE 5 – MANAGEMENT RIGHTS

- 501 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, rights shall include:
- (a) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off and recall employees; to plan, direct and control its operations;
- (b) to plan, direct and control its operations: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the work to be performed; the standards of work and services; the methods' processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the number of employees needed by the Employer at any time to work on any job or operation; working hours; starting and quitting times.

All the functions, rights, powers and authority which the Employer has not specifically addressed or amended by this Agreement are recognized by the Union as being held by the Employer.

- 502 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 6 – UNION DUES - SECURITY

- 601 (a) The Employer agrees to deduct the amount of monthly/bi-weekly 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.
- (b) As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) calendar days of commencing employment.
- 602 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, 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.
- 603 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 604 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.
- 605 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 7 UNION REPRESENTATION

701 Representatives

- (a) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.
- (b) The Union will supply the Employer with the names of its officers, and shall provide the Employer with updates as they occur. Likewise, the Employer shall supply the Union with a list of its administrative staff and Board Designates with whom the Union may be required to transact business. Correspondence from the Employer shall be sent to the Local Union President. Correspondence from the

Union shall be sent to the Executive Director.

702 Union Bargaining Committee

The Union Bargaining Committee shall consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union members of the Committee and the Employer will advise the Union of the Employer's representatives on the Committee.

703 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours with pay in order to carry out the processing of grievances and attendance at arranged meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the Executive Director or designate. Such permission shall not be unreasonably withheld. The Employer agrees to pay the employee representatives attending at straight time wages and to bill the Union for the reimbursement cost of wages and benefits. The Union agrees to reimburse the Employer.

704 Information

Within thirty (30) days of a written request by the Union, the Employer shall make available to the Union any pertinent and applicable documents required for collective bargaining purposes.

705 New Employees

The Employer agrees to advise new employees with the fact that a Union agreement is in effect. The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the Employer's regular orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of Management may be present during this period.

706 On commencing employment, the Employer shall provide to any new employee the name of the Shop Steward and the Union Representative. The Steward or representative will provide them with a copy of the Collective Agreement.

707 All correspondence between the Parties, arising out of this Agreement, shall be directed to the Union Representative or designate and copied to the Secretary of the Union, as identified to the Employer in writing.

708 Collective Bargaining

The Employer agrees to allow time off with pay for up to two (2) employee representatives for the purposes of collective bargaining. The Employer agrees to pay the employee representatives attending, all wages and benefits at straight time rates. This

amount shall not exceed fifteen hundred (\$1,500.00) dollars. Hours spent bargaining shall not incur any overtime costs.

ARTICLE 8 – BOARD POLICIES AND REPORTS OF THE EMPLOYER

801 Employer Shall Notify Union

Any reports or recommendations about to be made to the Board on conditions of employment shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

802 Copies of Resolutions

Copies of all policies adopted by the Board which affect the members of this Union in the form of policy are to:

- (a) be forwarded to the Union; and
- (b) be posted on all bulletin boards, and distributed to Managers for placement in “on-site manuals”. Managers will ensure all employees in their charge read and initial all documents.

ARTICLE 9 – DISCRIMINATION AND HARASSMENT

901 It is agreed that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, education, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or family status, family relationship place of residence, physical or mental disability or related characteristics or circumstance, or by reason of their membership or activity in the Union or any other reason contrary to the *Human Rights Code* of Manitoba as it may be amended from time to time.

902 Harassment

The Employer and the Union agree that no form of harassment 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 shall be treated in strict confidence by the Board and the Union, subject to respecting the rights of procedural fairness to anyone accused of wrongdoing.

903 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

- 904 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Workplace Harassment Policy.

ARTICLE 10 – GENERAL

- 1001 Criminal Record Checks are a condition of employment, and will be updated when the agency, the mandating authority, or the director receives information that causes it to believe that the person may pose a risk to children or vulnerable persons, or to be unable to discharge his or her responsibilities. The agency, the mandating authority, or the director may request that a person consent to a subsequent child abuse registry check and a criminal record check.

1002 Expenses

Employees shall be reimbursed for pre-approved, reasonable, necessary expenses incurred in the performance of their duties as documented by receipt. Pre-authorization is not needed in bona fide emergency situations.

- 1003 Bulletin board space for the use of the Union will be provided by the Employer in all facilities.

1004 Parking

The Employer shall provide adequate parking, at no charge to the employee.

1005 Indemnification

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them in the performance of their duties as per specifications and allowances of current general liability insurance policy.

1006 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that at no time will an employee or group of employees be laid-off or terminated so that the duties that they perform can be contracted out to any other agency or group of individuals.

- 1007 In recognition of the fact that during the performance of their duties employees may have their clothing or other personal property damaged, the Employer agrees to ensure the employee will receive appropriate compensation for same in accordance with the Agency's policy.

1008 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this, Agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

1101 Right To Have Union Officer Present

- (a) An employee shall have the right to have their Union Officer present at any discussion for the purpose of disciplinary action. Where the Executive Director or designate intends to interview an employee for disciplinary purposes, the Executive Director/designate shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Union Officer to be present at the interview.
- (b) A local Union officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel which is for disciplinary action.
- (c) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (d) An employee shall have the right to make copies of any material contained in their personnel record at their cost.

1102 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the President and the National Servicing Representative of the Union.

1103 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 an employee. The Employer shall give the employee advance notice of the nature of the complaint and shall inform the employee that they have the right to Union representation. The employee may be accompanied at the meeting by a Union Officer if they so desire.

1104 If the action referred to in Article 1103 results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee, the President, and the National Servicing Representative of the Union in writing of the action taken and the

reasons either by registered mail or personal service.

ARTICLE 12 – GRIEVANCE PROCEDURE

1201 A grievance shall be defined as any dispute arising out of interpretation, application or alleged violation of this Agreement.

1202 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.

1203 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted the necessary time off with pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

1204 Discussion Stage

Within the ten (10) working days after the cause of the grievance, or the employee or Union becoming aware of the alleged grievance, the grievor shall attempt to resolve the dispute with their immediate supervisor who is outside the bargaining unit.

1205 Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to resolve the issue in the following manner.

1206 Where a dispute involving a question of general application or interpretation or discharge occurs, the Employer and Union agree to bypass Step 1 of this Article.

1207 Step 1

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Discussion stage, the Shop Steward and the employee concerned will submit to the Executive Director or designate a written statement of the particulars of the complaint and the redress sought. The Executive Director or designate shall render a decision within seven (7) working days after the receipt of the grievance statement.

Step 2

Failing satisfactory settlement under Step 1, the employee(s) concerned together with the Union representative will submit to the Executive Director and Board Designate a written statement of the particulars of the complaint and the redress sought. The Employer shall forward its decision within one (1) week of the next following regular Board meeting.

Time limits as specified in this Article may be extended by agreement between the Employer and Union; however, if an employee fails to bring the grievance forward within the time limits as specified in Step 1 of this Article, the grievance is deemed to have failed.

1208 Arbitration

Failing satisfactory settlement of a grievance through provisions of this Article, either party may submit the dispute to arbitration.

- 1209 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Executive Director or designate.
- 1210 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union may submit the grievance in writing directly to the Executive Director or designate.
- 1211 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 1212 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 13 – ARBITRATION PROCEDURE

- 1301 Within ten (10) calendar days after receiving the reply of the Executive Director or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 1302 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 1303 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- 1304 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 1305 The Arbitration Board or the sole 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.
- 1306 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board 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.

- 1307 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

1308 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 Board or the sole Arbitrator, either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within five (5) calendar days, the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.

1309 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints;
- b) One-half (½) the fees and expenses of the Chairperson or sole arbitrator.

- 1310 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

- 1311 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 14 – SENIORITY

- 1401 (a) Seniority shall be defined as the total accumulated paid hours calculated from the date the employee last entered the service of the Employer, including service with the Employer prior to certification of the Union and subsequent to Incorporation of the Employer in 1997.
- (b) Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours, recall, and pick up shifts subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications.

1402 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits, such as vacation, is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid sick leave.

1403 Seniority will terminate if an employee:

- (a) resigns or quits;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed or where the laid off employee fails to report due to illness and such illness is not substantiated by a medical certificate;
- (d) is laid off for more than twelve (12) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without a valid reason;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) retires or resigns and reverts to "Casual" status.

1404 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave;
- (c) is on any period of paid vacation;
- (d) is on any period of full Workers' Compensation benefits;
- (e) is on any period of approved unpaid leave of absence for Union purposes;
- (f) is on an approved parental or adoption leave;
- (g) while on maternity leave.

1405 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than twelve (12) months;
- (d) is on the trial period of an out-of-scope position;
- (e) is on an approved compassionate care leave.

Notwithstanding the provisions of Article 1401, seniority shall be maintained and shall accumulate during periods of maternity leave and parental leave as prescribed in the *Employment Standards Code*.

1406 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 semi-annually or on the last pay period of the month, also included will be accrued sick days for each employee. A seniority list will be provided within thirty (30) calendar days of Union ratification.

ARTICLE 15 – SICK LEAVE

1501 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall be entitled to their regular basic pay to the extent that they have accumulated sick leave days. The Employer reserves the right to verify that a claim for sick leave is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.

- (a) In the case of medical, dental, or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that they have accumulated sick leave. The employee shall make every attempt to arrange medical appointments outside working hours.
- (b) If the employee is required to choose by reason of non-availability a doctor, dentist, or chiropractor outside of their community, the employee will be granted necessary time off to the extent that they have accumulated sick leave.

1502 (a) An employee who is unable to report for work due to illness shall inform their Supervisor or designate prior to the commencement of their next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified

below will not be entitled to receive sick leave benefits for the shift(s) in question.

Prior to Day shift	2 hours' notice
Prior to Evening shift	4 hours' notice
Prior to Night shift	4 hours' notice

- (b) Reasonable notice for prescheduled medical, dental, or chiropractic examination or treatment will be twenty-four (24) hours. An employee undergoing elective surgery must give seven (7) days' notice, except in cases of emergency. Employees not meeting these requirements without a valid reason will be marked absent.
- (c) An employee returning to work following an absence of one (1) week or more shall inform the Employer by 1400 (2:00 p.m.) hours the day prior to returning to work.
- 1503 Sick leave shall accumulate at the rate of one and one quarter (1.25) days per month to a maximum of fifty (50) days. The elimination period for Short-Term Disability Plan is five (5) days; the parties agree that sick leave will be used to offset the elimination period.
- (a) When an employee has applied for disability, they must request in writing, that the Employer continue the bi-weekly pay periods at an amount equal to the disability rate. The Employee will reimburse all such monies received for this period, by one of the following options;
- (i) within nine (9) months of returning to work, the employee shall repay the total payment.
 - (ii) ten (10%) percent of their regular earnings commencing the 1st pay period back at work, until all monies have been reimbursed.
 - (iii) by assigning their earned vacations credits to the employer in an amount equal to the monies owed.
 - (iv) by repaying the full amount immediately upon return to work.
- Employees shall indicate in writing to the employer, their option of repayment. Should an employee not return to work, the Employer shall be entitled to recover the disability income paid to an employee, from their final termination cheque or any option available to the Employer.
- (b) The Employer and employee will share cost equally for all medical certificates required by the Plan.

- 1504 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.
- 1505 Sick leave credits will accumulate on the same basis as seniority is.
- 1506 An employee shall accumulate but will not be entitled to the paid sick leave benefits for any sickness occurring during the probationary period.
- 1507 Sick Leave during Leave of Absence and Lay-off

When an employee is given paid leave of absence for any reason, they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

1508 Illness in the family

Subject to the provisions of 1503, an employee may apply to utilize sick leave for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person or as defined by the Province of Manitoba Guidelines. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

1509 Sick Leave Records

Each calendar year, the Manager shall advise each employee in writing of the amount of sick leave accrued to their credit if requested. The total must be confirmed with Administration.

ARTICLE 16 VACANCIES, PROMOTIONS, AND TRANSFERS

- 1601 All vacant positions which fall within the scope of this Agreement shall be posted internally for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work, and wage rate. Such qualifications and requirements shall be those necessary to perform the job function, in accordance with the job description as per Article 29.
- 1602 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of their application. The name of the

successful applicant for any position which falls within the scope of this Agreement will be posted on the bulletin board.

- 1603 Vacancies not filled by internal posting will be advertised externally.
- 1604 All promotions and voluntary transfers are subject to a two (2) month trial period in the case of a full-time position and a three (3) month trial period in the case of a part-time position.
- (a) Conditional upon satisfactory performance, they shall be declared permanent after the trial period.
- (b) During the trial period, if the applicant proves to be unsatisfactory in the new position or if they wish to revert voluntarily to their former position, they shall be returned to their former position without loss of seniority.
- 1605 When an employee is promoted, their new and future salary will be the rate of their new job title which is next higher to their rate on their former job title.
- 1606 If an employee voluntarily transfers to a lower or equally paid classification, they shall be paid at the same increment step as in Schedule "A" in the new classification as they were at the old classification.
- 1607 If an employee, who through advancing years or disablement is unable to perform their regular duties, they shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which they are capable. They would be paid at the same increment step as in Schedule "A" in the new job as they were in their previous job.
- 1608 Employees shall not be eligible to apply for transfers during their probationary period.

ARTICLE 17 – EDUCATION AND TRAINING

- 1701 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1702 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to their employment at the Agency.
- 1703 The Employer shall pay registration fees and cover the cost of all mandatory training programs, as hours worked. If the course is held outside Russell, reasonable travel time up to a maximum of eight (8) hours in one (1) day inclusive of course time will be paid. All additional approved hours in excess of eight (8) hours will be paid at straight time rates. Such approval will not be unreasonably withheld. All pay due to mandatory

training will be paid as straight time. Mileage will also be paid to the vehicle taken. No overtime costs shall result.

ARTICLE 18 - ANNUAL VACATION

- 1801 The vacation year shall be the 1st day of January to the 31st day of December.
- 1802 A full-time employee who has completed less than one (1) year's continuous employment will be granted vacation on a percentage of hours worked.
- 1803 Annual vacation shall be earned at the rate of:
- | | | | |
|-----|---------------------------------|-----------------|------------------|
| (a) | One (1) to three (3) years | Two (2) weeks | 4% of basic pay |
| (b) | Four (4) to eight (8) years | Three (3) weeks | 6% of basic pay |
| (c) | Nine (9) to thirteen (13) years | Four (4) weeks | 8% of basic pay |
| (d) | Over fourteen (14+) years | Five (5) weeks | 10% of basic pay |
- No vacation shall be earned during any period of unpaid leave of absence.
- 1804 Upon termination of employment, an 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 which the vacation was earned but not taken:
- | | | |
|-----|------------------|------------------|
| (a) | 10 days per year | 4% of basic pay |
| (b) | 15 days per year | 6% of basic pay |
| (c) | 20 days per year | 8% of basic pay |
| (d) | 25 days per year | 10% of basic pay |
- 1805 If a paid holiday falls or is observed during a qualified employee's vacation period, an additional day's paid vacation shall be allowed.
- 1806 (a) The Employer will post a projected vacation entitlement list. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- (b) An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

- (c) Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
 - (d) An employees accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement.
- 1807 The Employer will post an approved vacation schedule within forty (40) calendar days of the projected vacation entitlement list having been posted. Vacation schedules shall be determined in order of seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 1808 Whenever possible, an employee shall be entitled to receive their vacation in an unbroken period unless prohibited by operational requirements.
- 1809 Employees shall be allowed to bank a maximum bank of forty (40) hours of vacation time and to carry over such bank from year to year. All other 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.
- 1810 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances, the employee may utilize sick leave credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 1811 Upon request, an employee may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, providing they request this time off two (2) weeks in advance.

ARTICLE 19 – GENERAL HOLIDAYS

- 1901 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the Basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

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

and any other day proclaimed as a holiday by Federal or Provincial authorities.

- 1902 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) their basic rate of pay.
- 1903 Subject to Article 1902, an employee required to work 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.
- 1904 If a general holiday falls on the regular day off of an employee or during their annual vacation, they 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.
- 1905 If a general holiday falls on a day on which an employee is receiving sick leave, they shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- 1906 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off when possible, unless otherwise mutually agreed.
- 1907 Full-time employees shall be allowed to bank 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.
- 1908 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 20 – LEAVE OF ABSENCE

- 2001 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 2002 An employee who is granted a leave of absence will be returned to their former position or a comparable position if their former position no longer exists and will be returned at their former increment step.
- 2003 An employee not reinstated in their former classification on return from leave of absence under Article 2002 will receive preferential consideration for the first suitable available

vacancy which is at the level of their former position.

2004 Paid Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of a parent, spouse, common-law spouse, same-sex partner, sibling, fiancé, or child.
- (b) An employee shall be granted three (3) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of in-laws, grandparents, grandchildren, former guardians or wards.
- (c) An employee shall be granted one (1) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of any other relative in the household or any other relative for whom the employee has bereavement responsibilities.
- (d) Where the funeral occurs outside the province, a request for unpaid leave of absence for reasonable travel time will be considered.

2005 Maternity & Parental Leave

An employee shall be entitled to receive Maternity leave of seventeen (17) weeks and Parental Leave of sixty-seven (67) weeks without pay, subject to the following conditions:

2006 Maternity Leave

- (a) An employee must have completed at least seven (7) consecutive months of employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

2007 Parental Leave

Parental Leave includes Paternity and Adoption Leave.

- (a) An employee shall submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- (b) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.
- (c) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

2008 Parental Leave - Paternity

An employee shall be entitled to receive Parental Leave of **sixty-three (63)** weeks, subject to the following conditions:

- (a) He become the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed at least seven (7) consecutive months of employment as of the date of the intended leave.

2009 Parental Leave - Adoption

An employee shall be entitled to receive Parental Leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed at least seven (7) months' employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

2010 Additional leave and/or days off may be granted upon written application to the Employer. Such requests must be submitted ten (10) days in advance.

2011 Court Leave

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at their basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses. This will be considered time

worked for seniority purposes.

2012 Union Leave

- (a) 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 two (2) employees are absent at the same time for this purpose. The Employer will continue to pay the employees, subject to total recovery of payroll and related costs from the Union.
- (b) Benefits and seniority shall be retained during this period. All employees granted leave of absence as noted in Article 20 shall return to the same or comparable position they occupied at the start of the leave.
- (c) **An employee who is elected or selected to a full-time position within the Union or anybody with which the Union is affiliated will be granted by the Employer a leave of absence, for a period of one (1) year, without pay or accumulation of seniority but without loss of seniority accumulated prior to the leave. Further leave may be granted by mutual consent of the Employer and the Union.**

2013 Compassionate Care Leave

Employees shall be entitled to Compassionate Care Leave in accordance with the *Employment Standards Code*.

ARTICLE 21 – HOURS OF WORK

- 2101 Full-time hours for House Coordinators, Day Program Coordinator, and Direct Service Workers shall be forty (40) hours per week or eighty (80) hours bi-weekly.
- 2102 (a) There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- (b) An employee who reports for work as scheduled who has not been notified in advance of the cancellation of work and finding no work available shall be paid a minimum of three (3) hours pay at their basic rate of pay.
- (c) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. Once posted, the shift schedule shall not be changed without consultation with the employee. When a change is made in the regular employee's scheduled work days, the employer shall inform the employee seven (7) days in advance, except for in cases of an emergency.

- 2103 Employees who volunteer to be on call shall receive ten dollars (\$10.00) per day and their basic pay for every hour they are called into work, with a three (3) hour minimum. The on-call employee must be available and ready to be called into work.
- 2104 Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular employees shall provide for:
- (a) at least two (2) consecutive days off in a fourteen (14) calendar day period;
 - (b) not more than six (6) consecutive days of work without receiving days off;
 - (c) at least fifteen (15) hours between scheduled shifts, unless mutually agreed between employee and Employer;
 - (d) no split shifts unless mutually agreed between employee and Employer; and
 - (e) where possible, days off are to be scheduled in such a way as to equally distribute weekends off over a shift rotation among the employees who perform the work involved, with every second weekend off.
- 2105 Employees shall be allowed to exchange shifts provided that:
- (a) the shift change is agreed between the two employees in writing and signed by both employees; and
 - (b) the shift change is approved by the supervisor;
 - (c) and a copy is sent to the Employer; and
 - (d) there is no additional cost to the Employer due to overtime.
- 2106 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of the conversion to Central Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 2107 When an employee works during an approved outing, the employee shall have all meals reimbursed to a maximum of ten (10) dollars per meal, when working during regular meal hours. Employees must submit receipts prior to reimbursement.
- 2108 Effective May 1, 2009, Employees working "sleep nights" shall receive a **seventy dollar (\$70.00) dollar stipend. Proper sleeping conditions will be provided to the employees working "sleep nights."**

ARTICLE 22 – OVERTIME

- 2201 All overtime must be approved in advance by the Executive Director or designate, except in bona fide emergencies.
- 2202 Overtime will be compensated for all authorized hours worked in excess of the employee's scheduled daily and/or bi-weekly hours of work.
- 2203 Overtime will be compensated by paying the employee one and one-half (1½ x) times the employee's regular hourly rate of pay for all overtime hours worked.

ARTICLE 23 TEMPORARY ASSIGNMENT

- 2301 In the event an employee is assigned temporarily for a period in excess of one (1) day to a higher paid position within the bargaining unit, and provided the employee carries out substantially all of the duties and responsibilities of the position, they shall be paid at the wage rate of the temporarily assigned position.
- 2302 Payment on Transfer Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. Where an employee performs the duties of a lower paying position, other than in a lay-off/recall situation or at the request of the employee, the employee's rate of pay shall not be reduced.

ARTICLE 24 – LAYOFF AND RECALL

- 2401 Role of Seniority in Lay-offs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off 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 right to bump shall include the right to bump up.

- 2402 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 2403 In the event of a layoff, employees other than probationary or term employees shall receive two (2) weeks' notice or pay in lieu of such notice.

- 2404 (a) No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications sufficient to perform the required duties.
- (b) Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:
- (i) an employee who is awarded a term position which is of a lesser EFT than what they occupied immediately prior to layoff shall continue to be entitled to preferential consideration for the assignment of additional shifts in accordance with Article 30, providing that this will not result in their working in excess of their regular EFT commitment;
- (ii) at the expiry of the term position, the employee will return to the recall list.
- 2405 Employees who are laid off shall be placed on a re-employment list for twelve (12) months.
- 2406 (a) Laid off employees shall be recalled in seniority order to vacancies in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.
- (b) To be eligible for recall, the employee must provide the Employer with their current address and, further, must inform the Employer of any address changes.
- 2407 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.
- 2408 Employees who are recalled and refuse a position they are qualified to perform forfeit any further right to recall.
- 2409 Laid off employees shall be entitled to apply for job vacancies.

ARTICLE 25 – TRANSPORTATION ALLOWANCE

- 2501 The Employer agrees to pay current Government rate to employees who are directed by the Employer to utilize their own vehicles.

ARTICLE 26 – TERMINATIONS

- 2601 An employee may terminate their employment by giving two (2) weeks' written notice, or one (1) week's notice if employed for less than one (1) year.
- 2602 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure; or
 - (c) in the event an employee is dismissed for just cause.
- 2603 The Employer shall give equivalent basic pay in lieu of notice.
- 2604 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 27 – DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2701 An employee shall have the right to make copies of any material contained in their personnel record at their cost.
- 2702 (a) Upon written request of an employee, their personnel file may be examined by them, in the presence of a management representative of the Employer, at a prearranged time, provided that no part thereof is removed from the file.
- (b) Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (c) There shall be one (1) personnel file maintained by the Employer for each employee.
- 2703 After one (1) year of an occurrence where a reprimand is imposed, any related documentation shall be removed from their personnel file.

ARTICLE 28 – COMMITTEES**2801 Labour-Management Committee**

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 the Agency.

2802 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees and the Employer may have its consultants also in attendance.

2803 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

2804 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 their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2805 Workplace Safety and Health Committee

In accordance with applicable legislation, the parties agree to create a joint Workplace Safety and Health Committee, which shall be comprised of two (2) employees appointed by the Union and up to two (2) Employer representatives.

2806 Violence In The Workplace

- (a) The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.
- (b) Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

ARTICLE 29 – CHANGES IN CLASSIFICATION

2901 In the event that the Employer establishes or proposes to establish a new classification, or if there is a change in the job content or qualifications of an existing classification and

providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range within thirty (30) days. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

- 2902 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 2903 Failing agreement, the matter may be referred to arbitration in accordance with Article 12.
- 2904 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2905 If at any time the Employer changes an existing job description, the employee(s) and Union will receive the revised copy of same.

ARTICLE 30 – SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

3001 Sick leave in case of Illness

Part-time employees shall accumulate sick leave credits on a pro-rata basis, in accordance with this formula.

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full Time Hours}} \times \text{Entitlement of a Full Time Employee}$$

- 3002 Part-time employees may claim payment from accumulated sick leave credits only for those hours they were scheduled to work but were unable to work due to illness.

3003 Annual Vacations

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

- | | | |
|-----|---------------------------------|------------------|
| (a) | One (1) to three (3) years | 4% of basic pay |
| (b) | Four (4) to eight (8) years | 6% of basic pay |
| (c) | Nine (9) to thirteen (13) years | 8% of basic pay |
| (d) | Over fourteen (14) years | 10% of basic pay |

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full Time Hours}} \times \text{Entitlement of a Full Time Employee}$$

- 3004 (a) A part-time employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement.
- (b) Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

3005 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 2101.

3006 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.

3007 Assignment

A part-time employee shall be assigned and committed to work for the number of hours [a minimum of twenty-four (24) hours per week] as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

- 3008 (a) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- (b) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- (c) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated sick leave credits, and general holiday pay.
- (d) No benefits other than those referenced in (b) and (c) above shall be based on additional casual shifts.

- 3009 Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours, including "sleep nights" if requested, shall be divided as equitably as possible amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer.

ARTICLE 31 – SPECIAL PROVISIONS RE: PART TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

- 3101 Part time employees shall be eligible to apply for and be awarded more than one (1) part time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing their former position. If approved, it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.
- 3102 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.
- 3103 All salary and benefit plans shall be applied on the basis of all regular hours worked.
- 3104 Seniority, vacation, and sick leave shall be accrued on the basis of regular hours worked.
- 3105 Employees taking on an additional position will be subject to a three (3) month trial in accordance with Article 1604.
- 3106 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one (1) of the positions occupied.
- 3107 Where an approved arrangement is later found to be unworkable by the employee, they shall be required to give two (2) weeks' written notice, exclusive of vacation, that they wish to relinquish one (1) of the positions held.

ARTICLE 32 – SPECIAL PROVISIONS RE: CASUAL EMPLOYEES

- 3201 Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
- (a) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - (b) Casual employees required to work on a recognized holiday shall be paid at the rate specified in the Article 19.
 - (c) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 21.
 - (d) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 6.

- (e) 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.
- (f) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at their basic rate of pay.
- (g) (i) In the event the Employer, at its discretion, employs a casual employee who, immediately prior to said casual employment, was employed by the Employer as a full-time or part-time employee, then such casual employee:
 - (1) Shall retain his or her seniority immediately prior to casual employment and shall accumulate seniority; and
 - (2) Shall be paid as a casual employee according to his or her increment level immediately prior to employment as a casual employee.
- (iii) A casual employee defined in 3201 (g) (i), who without a break in service is re-employed as a full-time or part-time employee shall retain his or her seniority earned pursuant to 3201 (g) (i) and thereafter shall be subject to the terms of the collective agreement.

3203 General Holidays

Casual employees will be paid five percent (5%) of their total wages, excluding overtime wages, for the four-week period immediately preceding the holiday.

- 3204 A Casual Employee who refuses to report to work on three (3) occasions in a calendar year when requested and without a valid reason will henceforth be offered additional hours at the sole discretion of the Employer.

ARTICLE 33 – WAGES AND BENEFITS

- 3301 Employees shall be paid salaries in accordance with the schedule of wages attached to and forming part of this Agreement.
- 3302 Employees shall be paid every two (2) weeks.
- 3303 All new employees shall begin at the first increment level in their classification.
- 3304 An employee being promoted from one level to another shall go to the next higher rate of the new level which provides an increase over their present wage level.

- 3305 Group RRSP will be administered by the Employer and shall be the cost of the employee based on a percentage of their salary.
- 3306 Group Life, Accidental Death and Dismemberment, Dependants, and Long Term Disability will be paid 50% by the Employer and 50% by the employee.
- 3307 Extended Health Care cost will be paid 50% by the Employer and 50% by the employee.

ARTICLE 34 – INCLEMENT WEATHER

- 3401 Employees must make a reasonable effort to attend to their work site. If, however, due to inclement weather and related travel conditions, an employee is unable to attend, the employee will be deducted salary for the absence or be able to use a vacation day if they so choose.

ARTICLE 35 – REASONABLE ACCOMMODATION

- 3501 The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.
- 3502 The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.
- 3503 Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.
- 3504 Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.
- 3505 When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.
- 3506 In the event the accommodation results in the employee being moved to a higher classification position, their new salary shall be determined in accordance with the Article 1605.
- 3506 In the event the accommodation results in the employee being moved to a lower classified position, their new salary shall be determined in accordance with the Article 1606.

**PARKLAND REGIONAL COMMUNITY LINC INC.
SCHEDULE "A"**

Effective January 1, 2020 – 0.5%

	<i>1st Year</i> 2080 hrs	<i>2nd Year</i> 4160 hrs	<i>3rd Year</i> 6240 hrs	<i>4th Year</i> 8320 hrs
Day Program/House Coordinator	16.55	17.73	18.34	18.95
Direct Service Worker	14.45	15.06	15.67	16.28

Effective January 1, 2021 – 1.0%

	<i>1st Year</i> 2080 hrs	<i>2nd Year</i> 4160 hrs	<i>3rd Year</i> 6240 hrs	<i>4th Year</i> 8320 hrs
Day Program/House Coordinator	16.72	17.91	18.52	19.14
Direct Service Worker	14.59	15.21	15.83	16.44

All employees will be slotted on the above scales as per seniority. Those between scales will be inserted to the next scale that allows an increase.

The Employer shall provide a copy of the normal regular Government funding letter to the Union.

2020 – .5% increase.

Should the Employer receive normal regular funding from the Government, the percentage increase will be affected as follows:

- 0 - 1.5%, wage increases will remain at 1.5%.
- 1.5% and greater increase, wage increases will increase to a maximum of 2.0%; these increases are retroactive to January 1, 2020.

2021 – 1.0% increase.

Should the Employer receive normal regular funding from the Government, the percentage increase will be affected as follows:

- 0 - 1.5%, wage increases will remain at 1.5%.
- 1.5% and greater increase, wage increases will increase to a maximum of 2.0%; these increases are retroactive to January 1, 2021.

ARTICLE 36 – DOMESTIC VIOLENCE LEAVE

3601 An employee shall be granted Domestic Violence Leave without pay or benefits pursuant to the Domestic Violence Leave provisions of the Manitoba *Employment Standards Code*. The Employer reserves the right to request evidence supporting the employee’s request for Domestic Violence Leave.

ARTICLE 37 – RESPECTFUL WORKPLACE

3701 The Union and Employer agree that every employee and volunteer rightfully deserve a respectful workplace, free from harassment, discrimination, and bullying. Should any allegations come forward, the Employer will, in a timely manner, work to resolve the issue, ensuring the safety and dignity of the complainant. All such matters will be kept confidential. It is understood that should allegations come forward, the respondent does have the right to know who their accuser is and what they are being accused of. The complainant, the respondent, and any witnesses are entitled to Union representation through the process of reporting and investigation. It will be encouraged that such issues be resolved between the individuals, but it is understood that at times this may seem impossible. The Union and the Employer will work all parties towards a respectful workplace for all.

SIGNED this 21st day of November , 2021.

ON BEHALF OF THE EMPLOYER:
PARKLAND REGIONAL COMMUNITY
LINC INC.

ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4662

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LETTER OF UNDERSTANDING

BETWEEN

PARKLAND REGIONAL COMMUNITY LINC INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4662

RE: VARIATIONS IN HOURS OF WORK

The Parties to this Collective Agreement hereby acknowledge that variances to Article 21 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's notice and agreement with the Union.

Overtime will only apply if the employee exceeds the hours of work specified on the scheaules.

SIGNED this 22nd day of February, 2021.

ON BEHALF OF THE EMPLOYER:
PARKLAND REGIONAL COMMUNITY
LINC INC.

ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4662

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Jan 14 2021

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LETTER OF UNDERSTANDING

BETWEEN

PARKLAND REGIONAL COMMUNITY LINC INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4662

RE: ESSENTIAL SERVICES

It is agreed by the parties that in the event of a strike, essential services will be maintained. The following staff will remain on duty: One (1) staff person per shift working in each residence.

The following provisions will apply:

1. The staff working in each residence will be selected by the Union;
2. Staff working will receive full pay, at straight time rates and benefits for all hours worked;
3. Should any other bargaining unit staff be allowed by the Employer to return to work during a strike, this agreement will become null and void;
4. The Parties agree to meet at the request of either party to discuss, with a view to resolve any dispute or concern arising out of the Essential Services Agreement implementation.

SIGNED this 23rd day of November, 2021.

ON BEHALF OF THE EMPLOYER:
PARKLAND REGIONAL COMMUNITY
LINC INC

ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4662

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