

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 2348

- and -

SPIKE
nc

**SPIKE - Special People in Kildonan East Inc.
(Devon House)**

Term of Agreement:
April 1, 2020 to March 31, 2023

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ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and such employees.
- 1.02 The purpose of SPIKE-Special People in Kildonan East Inc. (Devon House) is to provide activity based program(s) for persons who are congenitally deafblind and others who live there. In meeting their individualized needs, be they physical or emotional, SPIKE-Special People in Kildonan East Inc. (Devon House) has the right to expect the Union and employees to respect the rights of all SPIKE-Special People in Kildonan East Inc. (Devon House) clients to continue the development of their skills, concepts and knowledge.

ARTICLE 2 - INTERPRETATION/DEFINITIONS

- 2.01 (a) In this Agreement, unless the context otherwise requires, the expression “dismissal” means the removal of an employee for disciplinary reasons, from a position of employment for just cause;
- (b) “Employee” means a person who is employed by the Employer within the scope of this Agreement;
- (i) A “full-time employee” is an employee who is scheduled on a regular and ongoing basis to work eight (8) consecutive hours/day and forty (40) hours per week;
- (ii) A “part-time employee” is an employee who regularly works less than the hours of work as set out above on a scheduled and recurring basis. **The Employer shall allow the part-time employee to have two (2) EFT (two (2) part-time positions) as long as it does not conflict with his/her regular schedule and does not exceed forty (40) hours weekly;**
- (iii) A “term employee” is one who works full-time or part-time, but the duration of the employment is limited to a specific number of hours, days, weeks or months, not to exceed six (6) months in duration. When a term position is to replace an employee absent on extended leave (i.e. maternity/parental, sick leave) it can be up to twelve (12) months in duration;

- (iv) The term “casual employee” shall mean an employee who is employed on an irregular and/or unscheduled basis. The terms of this Agreement shall not apply to such casual employees, except:
- (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.
 - (C) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 21.
 - (D) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 12 and paid at the rate of pay specified in Article 12.
 - (E) 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 5.
 - (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 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.
 - (H) Article 18 - Grievance and Article 19 - Arbitration herein applies only with respect to the terms of this Article.
 - (I) For the purposes of hiring, promotion and transfers (Article 27) casual employees’ seniority as defined by Article 13.01 will be considered and carried forward when awarded a permanent position.
 - (J) Casual employees will remain on probation until the completion of five hundred (500) hours’ service.
 - (K) Casual employees who have refused all shifts offered for two (2) consecutive months may be terminated.

- (c) “Steward” means an employee appointed or elected by the Union who is authorized to represent the union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;
- (d) “Termination” means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer;
- (e) “Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this agreement, it shall mean “Authorized Overtime”. When an employee is unable to leave a shift or location for client safety reasons or due to extenuating circumstances, authorization shall be presumed, as long as Employer policy has been followed.
- (f) “On-Call” shall mean the Program Coordinator who is available to assist employees in the absence of their Coordinator, usually Friday from 6:00 p.m. to Monday 10:00 a.m. and holidays.
- (g) “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- (h) “Transfer” means their move of an employee from a position in a classification and appointing the employee to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- (i) The term “Union” shall mean the Canadian Union of Public Employees, Local 2348;
- (j) The term “Employer” shall mean SPIKE-Special People in Kildonan East Inc. (Devon House).

2.02 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

2.03 **The term “domestic violence” as set out in *The Domestic Violence and Stalking Act* means:**

- (a) **An intentional, reckless, or threatened act or omission that causes bodily harm or property damage;**
- (b) **An intentional, reckless, or threatened act or omission that causes a reasonable fear of bodily harm or property damage;**

- (c) **Conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;**
- (d) **Forced confinement;**
- (e) **Sexual abuse.**

2.04 “Sexual violence” includes any act of targeting a person’s sexuality, gender expression, or gender identity that is committed, attempted, or threatened against a person without their consent. It can be physical or psychological.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered under Certificate No. MLB-7168 dated December 3, 2015.
- 3.02 The Union recognizes the responsibility imposed upon it as the sole and exclusive bargaining agent for the employees whom it represents, and realizes that in order to provide maximum opportunities for the continuing employment, good working conditions and good wages, the Employer must serve its clients efficiently, effectively and economically. The Union assumes a joint responsibility in the attainment of the Employer’s objectives and agrees that it will cooperate with the Employer and support its efforts to assure efficient performance of work on the part of its members and that for the duration of this Agreement it will actively combat any work stoppage, slowdown, absenteeism and any other practice which restricts the optimum efficiency of the service which the Employer provides to the client.
- 3.03 The Union further agrees to cooperate in efforts to eliminate waste; to improve the quality and effectiveness of performance of employees; and to strengthen and maintain goodwill between the Employer, the client, their families and the public in general.
- 3.04 The Union will provide the Employer with copies of this Agreement to enable the Employer to provide a copy of the Agreement to each new employee on or before the employee’s commencement of employment.
- 3.05 No employee shall 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.
- 3.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees present when dealing or negotiating with the Employer.

- 3.07 The Union shall be granted up to fifteen (15) minutes at the end of the 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.
- 3.08 The Employer shall recognize only those representatives, stewards and officials whose names were last forwarded in writing to the Employer by March 31st of each year. It is understood that in the event stewards or union officials change, the Employer shall be notified of the new representatives.
- 3.09 Management will not unreasonably withhold a request for a grant of venue and/or site/location for a union meeting with its members subject to one (1) week advance notice.**
- 3.10 Union Officers and Committee Members
- Subject to operational requirements, union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Program Coordinator. Such permission shall not be unreasonably withheld.
- (a) The Employer agrees to cover lost wages for employees who attend joint meetings with the Employer including, but not limited to, negotiations, grievance meetings, labour management meetings, Safety and Health Committee meetings, and discipline hearings. No overtime costs will be incurred by the Employer.
- (b) The Employer will bill back to the Union the cost of wages and benefits for employees who participate in Union education and conferences, time spent investigating grievances and arbitrations.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 All the functions, rights, pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including, without limiting the generality of the foregoing, the right to require overtime in emergency situations, suspend with or without pay for just cause, and the right to make, enforce and revise from time to time rules, regulations, practices,

procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.

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

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

- 5.02 Effective the date of signing of this Agreement, each and every employee who comes under the scope of this Agreement shall have an amount deducted by the Employer from each pay. Such dues shall be forwarded to the National Secretary-Treasurer of the Union by the 15th of every month, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

- 5.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

- 5.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

- 5.05 For new employees, payroll deductions as set out in Section .02 shall be effective from the start of the pay period immediately following the commencement of employment.

- 5.06 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours, except as permitted by this Agreement.

It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

5.07 The Union and its members agree to observe all the rules and regulations of the Employer which may now be in force or which may, at any time hereafter be put into effect, and such rules and regulations shall not conflict with any of the provisions of the Agreement.

ARTICLE 6 - NO DISCRIMINATION/HARASSMENT/BULLYING

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

6.02 The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the workplace
- gender identity
- **LGBTQ+**
- gender expression
- union activity

6.03 The Employer and Union agree that no form of harassment/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 shall be treated in a confidential manner by the Employer, the Union and the employee(s).

6.04 The definition of harassment shall consist of the definition within the *Human Rights Code* of Manitoba and the *Workplace Safety and Health Act* of Manitoba. It shall include personal harassment. Harassment includes any behaviour that humiliates, intimidates or makes a toxic work environment.

- 6.05 The parties further agree that all employees are entitled to a respectful workplace and the Respectful Workplace Policy will be posted on the Union bulletin board at all times.

ARTICLE 7 - RIGHTS OF STEWARDS

- 7.01 The Union shall notify the Executive Director, in writing, by March 31st of each year, the name(s) of its officers and stewards and the Employer shall be required to recognize only these officers and stewards of whom it has notice. It is understood that in the event steward/officers change, the Employer shall be notified of the new representatives.
- 7.02 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty by any staff without prior authorization by the Employer. Stewards shall not leave the building during work hours on Union business without the Employer's permission.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The CUPE Staff Representative may attend and participate at Labour Management Committee meetings. The Committee shall meet once every four (4) months or by mutual agreement and shall enjoy the support of all parties in the interests of maximum service to the clients and the maintaining of harmonious relations. It is understood that in the event representatives change, the Employer shall be notified of the new representatives.

8.02 Chairperson of the Meeting

The Employer and Union representative shall alternate in presiding over meetings and in recording of minutes. Minutes of each meeting of the Committee shall be signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes.

8.03 Jurisdiction of Committee

The parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved workplace issues and concerns.

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 other 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 decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.04 The Committee shall meet every four (4) months per year as called by the co-chairs and agree to the annual schedule by mid-September each year. Committee members shall receive a notice and agenda at least **one (1) week** before the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes. Once signed the minutes will be posted by the Union on the Union bulletin Board.

8.06 CUPE Local 2348 Devon House members shall elect/appoint one (1) member to sit on the Joint Health and Safety Committee of SPIKE which functions in accordance with Section 40 of the *Workplace Safety and Health Act*.

8.07 Employees shall not suffer any loss of pay for attendance at Labour Management meetings, or in projects arising.

ARTICLE 9 - PAYMENT OF WAGES

9.01 Employees shall be paid in accordance with the Salary Schedule attached to and forming part of this Collective Agreement.

9.02 (a) Full-time Employees will advance in increment steps on their anniversary date (2080 hours).

- (b) A part-time employee who works more than twenty-four (24) hours per week is eligible to be granted the merit increment on an annual basis, as in Article 6.01. A part-time employee who works less than twenty-four (24) hours per week will receive increments on the basis of one (1) increment for each 1040 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being applied to the 1040 hours, it shall be applied to the pay period following the completion of 1040 hours worked.
- (c) Part-time employees who have completed less than 1040 hours by their first anniversary date as of the date of ratification of this agreement shall be moved to end of year one (1) on the wage grid on their anniversary date. This provision will apply to their first year of service only.

9.03

- (a) Salaries shall be paid bi-weekly to each employee in accordance with the classification listed in the Salary Schedule.
- (b) The Employer or affected employee are responsible to report any errors in pay to the other party within two (2) pay periods (not including time spent on approved leave) of the error occurring, unless there are exceptional circumstances.
- (c) Errors in pay of less than eight (8) hours of pay made by the Employer shall be corrected on the next pay day.
- (d) Errors in excess of eight (8) hours of pay made by the Employer shall be corrected. Where there is money owing the employee, **upon request** the employee shall be paid by supplemental cheque three (3) business days following the day the error was reported, and where there is money owing to the Employer, it shall be recovered over four (4) pay periods or as can be agreed by the parties.

9.04

Where an employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay scale that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former classification.

9.05

Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid in the higher classification scale at a step closest to their regular rate of pay while providing an increase in wage rate. Upon completion of the temporary assignment, the employee will return to their former position at their regular rate of pay.

- 9.06 The Employer shall pay wages bi-weekly, in accordance with Schedule “A” attached to and forming part of this Agreement. Payments will be automatically deposited into the account directed by the employee. Employees shall receive a pay stub each bi-weekly period showing all monies earned and deductions.

ARTICLE 10 - PROBATION

- 10.01 (a) A probationary employee means an employee who has not completed six (6) months of continuous full-time, or a part-time employee who has worked an equivalent of six (6) months full-time service, or six (6) calendar months, with SPIKE-Special People in Kildonan East Inc. (Devon House).
- (b) Prior to completion of probationary period, a performance review shall be conducted and the employee may be:
- (i) placed on permanent staff;
 - (ii) probationary period may be extended for not more than three (3) additional months;
 - (iii) termination for just cause without recourse to the grievance procedure.

A written notice will be provided to both the employee and the Union.

- 10.02 Upon completion of his probationary period an employee’s seniority shall be retroactive to the date of last hire.
- 10.03 It is a condition of continued employment that the orientation package must be completed by new employees before the end of their probation period. If the orientation package is not completed, the employee may be subject to rejection on probation. It is the responsibility of the employee to bring their materials to work.

ARTICLE 11 - GROUP BENEFITS/PENSION PLAN

- 11.01 The Employer agrees to participate in Plans similar to the present extended health and dental coverage.
- 11.02 Participation is mandatory for all employees that meet the eligibility requirements of the plan(s). The onus is on the employee to confirm that he/she is enrolled in the plan(s). It is further understood that all plans referred to in .01 above are to be

administered in accordance with the rules and regulations of the plan or plans obtained by the Employer and that the said plan or plans shall not form part of this Agreement.

- 11.03 The Employer shall pay fifty percent (50%) of the cost of the current Chamber of Commerce Benefits Plan that includes life insurance, extended health coverage, dental and accidental death and dismemberment.

The Employer and employees shall participate in the Great West Life Pension Plan with each party contributing three percent (3%) of the employee's regular wages.

ARTICLE 12 - HOURS OF WORK/OVERTIME

- 12.01 Regular hours of work for all employees will normally be eight (8) consecutive hours per day. Hours of work for full-time employees will not exceed forty (40) hours per week.

Part-time employees may work less than forty (40) hours over the week but not less than twelve (12) hours per week, unless agreed by the employee.

- 12.02 The Employer reserves the right to implement shift changes in emergency situations. All new employees shall be told, as a condition of employment, that shift work may be required.

Pursuant to the signing of the Collective Agreement, any staff currently employed at SPIKE, Inc. (Devon House) may remain at their current hours and shift schedule until employee requests a change.

- 12.03 (a) Scheduled shifts shall be posted four (4) weeks in advance. Additional extra shifts shall be offered in order of seniority as per the conditions of Article 13.07. An employee reporting to work as scheduled and finding no work available, or an employee whose regularly scheduled shift has been cancelled, without twenty-four (24) hours prior notice of cancellation shall be granted four (4) hours' pay at their basic rate. Such employee may be required to perform other duties as assigned by the Program Coordinator or designate for such four (4) hour period.
- (b) Emergent and unexpected available shifts shall be offered as per Article 13.07 and awarded to the employee who first accepts.

12.04 Overtime

Client safety/supervision must be maintained at all times and the employees must remain on shift until relieved by the employee coming in to replace them – this overtime is mandatory. In all other circumstances, employees shall not be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work. When there are no volunteers, overtime shall be assigned to those employees currently on shift starting with the most junior employee who is qualified.

“Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “Authorized Overtime”. When an employee is unable to leave a shift or location for client safety reasons or due to extenuating circumstances, authorization shall be presumed, as long as Employer policy has been followed.

12.05 Overtime rates shall be one and one-half times ($1\frac{1}{2}$ x) the basic rate of pay, or two and one-half times ($2\frac{1}{2}$ x) the basic rate on a general holiday.

12.06 All overtime will be paid out.

12.07 When overtime becomes available it will be offered to qualified employees who work in the house where overtime is available in the following order:

- (a) On the day of - if the overtime is for more than four (4) hours:
 - (i) to qualified employees in order of seniority;
 - (ii) the least senior, qualified employee at work will be assigned the overtime.
- (b) On the day of - if the overtime is for less than four (4) hours:
 - (i) to qualified employees, in order of seniority, currently working in the house;
 - (ii) to qualified employees not at work, in order of seniority;
 - (iii) the least senior, qualified employee at work will be assigned the overtime.
- (c) In advance of the day of overtime:
 - (i) to qualified employees, in order of seniority;

- (ii) the least senior, qualified employee at work will be assigned the overtime.

When overtime becomes available it will be offered by seniority to the qualified employees provided the employee will not be working more than twelve (12) consecutive hours; the first calls being made to employees not scheduled on the day the overtime is available.

- 12.08 (a) Full-time employees shall be compensated with overtime rates for attendance at scheduled staff meetings held outside regular hours of work if they exceed the **eighty (80) hour bi-weekly pay period**.
- (b) Part-time employees shall be compensated with overtime rates for attendance at scheduled staff meetings held outside regular hours of work if they have worked eight (8) hours on the day of the meeting.
- 12.09 Intervenors who find out their client is going home during their scheduled shift may be given the opportunity to work that shift in cross-training with another client or other work if available, and at Management's discretion.
- 12.10 Should a client be leaving Devon House for a significant amount of time the workers assigned to those shifts may opt to take vacation time by seniority within each affected shift. Should an employee be in need of further cross-training, that would be offered prior to any sort of layoff.
- 12.11 When time switches from Central Standard to Daylight Saving Time and vice-versa the employees on shift shall be paid for one (1) full shift of eight (8) hours, unless there are extenuating circumstances, such as the need to work overtime.
- 12.12 Employees will only be approved for one (1) switch shift request of one (1) single shift per pay period provided the Employer's shift switch procedures and policy are followed.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the number of regular hours worked in the Bargaining Unit (excluding overtime), from the date of last hire, with the Employer and shall include service with the Employer prior to the certification or recognition of the Union.
- 13.02 **Seniority shall be the determining factor in matters of any vacancy including promotion, demotion, transfer, layoff, or recall, subject to the employee**

being able to meet the requirements of the job, having the necessary qualifications and all being equal.

13.03 Seniority will be retained and accrued if an employee is:

- (a) on any period of Employer-paid income protection;
- (b) on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (c) on Workers' Compensation for a period of up to one (1) year;
- (d) on vacation;
- (e) is on an approved **parental or adoption leave**;
- (f) on an approved unpaid compassionate care leave up to eight (8) weeks;
- (g) on any period of approved unpaid leave of absence for Union purposes of up to one (1) year.

13.04 Seniority will be retained but not accrued if an employee is:

- (a) on Workers' Compensation for a period of more than one (1) year;
- (b) is on unpaid leave of absence in excess of four (4) weeks;
- (c) on an extended Union leave up to two (2) years.

13.05 Seniority and employment will terminate if an employee:

- (a) resigns, and is not withdrawn within two (2) calendar days;
- (b) is discharged and not reinstated under the grievance procedure;
- (c) fails to report for work as scheduled at the end of a leave of absence, suspension or vacation without satisfactory explanation.

13.06 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced along with the number of regular hours worked. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An

up-to-date seniority list shall be posted on all bulletin boards on April 1st and September 1st each year. **Annually, upon request, a comprehensive updated list including the name, address and telephone number of each employee shall be sent to the Union Representative. The Union agrees to put in place reasonable safeguards for maintaining the security of the information provided.**

- 13.07 Part-time and term employees, who make known to the Employer in writing that they wish to work additional hours and who indicate their availability shall, in accordance with their seniority have first right to any additional hours of work that may be available before any such hours are offered to any other persons.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 A layoff shall be defined as a reduction in the work force or a permanent reduction of hours.
- 14.02 Employees shall be laid off in reverse order of seniority provided always that the employees to be retained possess, in the judgement of the Employer, the ability, skill, qualifications, reliability and gender requirements to perform the remaining work.
- 14.03 The Employer shall give the employee written notice of the date on which the employee is to be laid off at least two (2) weeks before the date on which he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 14.04 Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. The onus is on the employee to keep the Employer informed of their latest address.
- 14.05 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall subject to the ability, skills, qualifications, reliability and gender requirements, to perform work assigned.
- 14.06 **Recall Procedure**
- Employees shall be recalled in the order of their seniority.

ARTICLE 15 - RESIGNATIONS / TERMINATION OF EMPLOYMENT

- 15.01 An employee wishing to resign shall provide the Employer with a written notice of resignation that shall specify the last date upon which the employee will be present at work and perform their regular duties.
- 15.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 15.03 An employee shall give notice of resignation at least fourteen (14) calendar days prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required fourteen (14) calendar days may only be given with the approval of the Employer.
- 15.04 The Employer will make available, within fourteen (14) working days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.
- 15.05 An employee may terminate their employment by giving two (2) weeks' written notice, exclusive of vacation.
- 15.06 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 an employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 15.07 The Employer will make available, within **the same pay period** after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 16 - DISCIPLINARY ACTION PERFORMANCE IMPROVEMENT

- 16.01 Where the Program Coordinator of an employee believes that disciplinary action of that employee is necessary s/he may:
- (a) verbally reprimand the employee; or
 - (b) in writing reprimand the employee; or

- (c) suspend the employee with or without pay; or
- (d) recommend the dismissal of the employee to the Executive Director or designate.

In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall inform the employee, let them know they are entitled to Union representation and arrange for a meeting. The Employer shall give the employee advance notice of the nature of the complaint.

- 16.02 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 with a copy sent to the National Representative. For disciplinary meetings at which employees have refused Union representation, such copies will be forwarded only on approval by the employee. In the event there is no such approval, the Employer will inform the Union of the disciplinary action taken.
- 16.03 After twelve (12) consecutive months with no concerns of a similar nature, any letter of reprimand will be removed from the employee's file unless another agreement is made at the time of the discipline.
- 16.04 For the purposes of this section "verbal reprimand" shall be defined as an oral reprimand given by the Executive Director or their designated representative where a notation is made in the employee's personnel file and signed by the affected employee and supervisor.
- 16.05 All employees under investigation by the Employer shall be treated in a fair and respectful manner throughout the process. Investigations shall be timely and the employee under investigation shall be kept apprised of the status of the investigation. It is understood that some information may be unavailable if the investigation is being conducted by an outside agency.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 A grievance shall be defined as a written complaint arising out of the interpretation, application, or alleged violation of this Agreement.
- 17.02 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 or 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.

17.03 Local Union representatives, upon request to the Program Coordinator and subject to operational requirements, shall be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

17.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

17.05 An employee has the right to representation by a Union steward at any step of the Grievance Procedure.

(a) Step 1

Within twenty (20) working days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance within the redress requested to the Assistant Director, who shall issue a decision in writing to the employee and to the union within five (5) working days.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Executive Director or his designate of his desire to proceed to Step 2 within five (5) working days of the receipt of the decision at Step 1. The Executive Director or designate shall issue a decision in writing to the employee and to the Union within twenty (20) working days of receipt of the grievance. The Executive Director or designate may hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance.

(c) Step 3

The aggrieved employee and the Union shall have the right to submit the decision of the Executive Director or designate to a Board of Arbitration.

17.06 In the case of a dispute arising from the disciplinary demotion, layoff, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, layoff, suspension or dismissal.

17.07 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance where applicable. The grievance must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.

17.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed.

17.09 All time limits referred to in this section may be extended by mutual agreement.

ARTICLE 18 - ARBITRATION PROCEDURE

18.01 Failing a satisfactory settlement being reached in Article 17, either party may refer the dispute to arbitration within thirty (30) calendar days by giving notice to the other party in writing.

18.02 Unless both parties agree to the selection of a sole arbitrator within fifteen (15) calendar days, each party shall in the next fifteen (15) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board or agree to apply to the Manitoba Labour Board for the appointment of a sole arbitrator.

18.03 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.

18.04 In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a third member.

18.05 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.

18.06 The Board shall determine its own procedures but shall provide full opportunity to all parties present 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) days from the time it holds its final meeting.

18.07 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Board. The decisions of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

18.08 Disagreement on Decision

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) days to clarify the decision.

18.09 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.

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

ARTICLE 19 - VACATION

19.01 For purposes of this Agreement, a vacation year is the period beginning on the first (1st) day of April and ending on the thirty-first (31st) day of March next following.

19.02 (a) Employees shall earn vacation on the following bases:

- two (2) weeks, or 4% of all paid hours during their first year of service;
- three (3) weeks, or 6% of all paid hours during their second to **sixth** year of service;
- four (4) weeks, or 8% of all paid hours worked during their **seventh to twelfth** year of service;
- five (5) weeks, or 10% of all paid hours during their **thirteenth** and ongoing year of service.

(b) Management will make every effort to accommodate employees who wish to receive vacation in an unbroken period.

- (c) Normally vacation will be taken in the year following its accrual. Employer and employee may mutually agree to use accrued vacation in the year it was accrued. All prior year vacation accrual must be taken by the end of the current vacation year unless otherwise mutually agreed by employee and Employer.

19.03 The Employer will post vacation entitlement lists no later than April 12th of each year. Employees will indicate their preference for vacation dates, in writing, by April 30th of that year. The Employer shall give priority in the selection of vacation dates to employees having the most seniority and by job classification and house. Employees intending to take vacation in April must indicate in writing by March 15th. The approved vacation schedule will be posted no later than May 31st of each year.

Requests for vacation outside of the posted vacation schedule will be considered on a first come first serve basis. Requests must be submitted thirty (30) days prior to requested day. The Employer will respond within five (5) business days from the date the request was submitted to the coordinator, followed up with an email or voice mail to the scheduling coordinator. Such requests will be considered based on operational requirements and will not be unreasonably withheld. Notification to the employee will occur in a reasonable period of time.

19.04 By first week of January of each year, employees shall be apprised in writing of any unused vacation credits. By mutual agreement:

- (a) Half (½) of the vacation remaining on March 31st may be carried forward into the next vacation year if the days that will be taken are identified in writing; or
- (b) The unused vacation credits **will** be booked for the employee during regular set shifts.

ARTICLE 20 - GENERAL HOLIDAYS

20.01 The Employer recognizes the following statutory holidays for all employees:

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

Any other holiday proclaimed by Federal or Provincial Statute.

- 20.02 There may be a rotation ensuring that employees shall be required to work on either Christmas Day or New Year's Day but not both in any one (1) fiscal year. Employees scheduled to work may have the option of finding coverage by switching shifts, without accruing overtime.
- 20.03 An employee is entitled to general holiday credits for a holiday on which he/she does not work, provided:
- (a) he/she did not fail to report for work after having been called to work on the day of the holiday;
 - (b) he/she did not absent himself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless his absence is by reason of established illness;
- 20.04 Should an employee observe other religious holidays they shall request those days off as vacation or unpaid days. No such request shall be unreasonably denied. The employee will give the Employer reasonable notice.
- 20.05 Compensation for Holidays Falling on Scheduled Day Off
- When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive pay in accordance with Article 21.06
- An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday; and/or
 - (b) Has not absented themselves from work without the consent of the Employer on their regular working day immediately preceding or following the holiday, without Employer approval and/or provided reason of established illness.
- 20.06 An employee scheduled for and required to work on any general holiday shall be paid at a rate of time and one-half (1½) for all hours worked and an additional eight (8) hours pay at their regular rate. Part-time employees shall be compensated time and a half for all hours worked plus five percent (5%) of the previous four (4) weeks earnings.

ARTICLE 21 - INCOME PROTECTION

- 21.01 Earned sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform his regular duties as a result of illness or injury not covered by Workers' Compensation Benefits ("WCB").
- 21.02 (a) The sick leave to which an employee is entitled shall accumulate at the rate of one (1) day for each month worked prorated for part-time based on the number of hours worked.
- (b) Accumulated sick leave will not be paid out to the employee on termination of employment.
- (c) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. In cases of suspected abuse, and with notice to the Union, the Employer may request a medical certificate at any time. **Such medical certificate expense shall be reimbursed by the Employer up to twenty dollars (\$20.00) with a receipt.**
- 21.03 Illness in the Family
- Where no one other than the employee can, without cost, provide for the needs during illness of their spouse/partner, child or parent, an employee shall be entitled to use accumulated sick leave for this purpose. Probationary employees will not be entitled to use sick leave for this purpose until their probationary period has ended. Employees may use fifty percent (50%) of their annual accrual of sick time to care for family members as described.
- The Employer may request medical documentation if the illness of the family member is three (3) days or longer.
- 21.04 A deduction shall be made from accumulated sick leave of all normal scheduled working days absent for sick leave. 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.
- 21.05 Sick leave shall continue to accrue if an employee is absent on a period of unpaid sick leave of absence up to four (4) weeks.
- 21.06 Sick leave is not payable to an employee:

- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another Employer;
- (b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary. In such cases where an employee uses their accumulated sick leave, the employee shall reimburse the Employer the amount of wage loss received from the insurance plan and the corresponding amount of the employee's sick leave will be reinstated.

21.07 An employee who is unable to report for work due to illness shall inform the Program Coordinator or designate prior to commencement of their next scheduled shift(s). An employee who fails to give notice as specified below, will not be entitled to receive income protection benefits from the shift in question unless authorized by their Program Coordinator.

Prior to day shift	two (2) hours
Prior to evening shift	five (5) hours
Prior to night shift	six (6) hours

21.08 Following a sick leave absence of one (1) week or more, an employee shall inform their Program Coordinator at least forty-eight (48) hours prior of when they expect to return to duty.

In the case of absences due to illness or injury of one (1) week or more, the Employer may request a medical assessment prior to scheduling the employee.

For absences of less than one (1) week, twenty-four (24) hours notice to return shall be provided to the Program Coordinator.

21.09 Any employee who has given notice of termination of employment as specified in Article 15.03 shall not receive sick leave benefits during the period of notice unless illness is the cause of the termination.

21.10 Employees may use accumulated sick time to attend medical appointments during work hours, to a maximum of two (2) hours request when operational requirements allow. These requests must be submitted in writing to the Program Coordinator with at least five (5) working days' notice.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 An employee, upon request in writing being made to the Employer, may be granted a leave of absence without pay for good and sufficient reason. Such leave will not be unreasonably withheld. Wherever possible, the employee shall provide a minimum of thirty (30) days notice.

After two (2) years of employment, employees may request a leave of absence without pay and it may be granted for a maximum of three (3) months for good and sufficient reason. Their actual position need not be held but a position will be guaranteed in any program when they return. Such a leave will not be granted more than once every two (2) years and is subject to operational requirements.

Except in emergency circumstances, all requests for leave of absence must be made in writing to the Executive Director at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

For the purposes of this article, emergency circumstances shall refer to the death or terminal illness of a family member as listed in 23.05.

Employees granted leave of absence without pay may make prepayments of both the Employer's and employee's share of the premium to maintain coverage under Employer/employee benefit programs, if applicable.

22.02 **Inclement Weather**

If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies or Manitoba Infrastructure, staff shall not be paid for such work missed; however, on written request, they will be allowed to use vacation leave to cover the hours missed.

22.03 **Parental / Maternity Leave**

An employee will be granted maternity/adoption/parental leave in accordance with *The Employment Standards Code of Manitoba*.

22.04 **Parental Leave - Adoption**

An employee shall 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 one (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 six (6) 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.

22.05 An employee may end their parental leave earlier than thirty-seven (37) weeks by giving the Employer written notice at least two weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or parental leave, the employee shall be placed in their former classification.

22.06 Bereavement Leave

- (a) An employee shall be granted up to a maximum of four (4) working days within a seven (7) day period days leave to attend to bereavement responsibilities, without loss of pay or benefits, in the case of the death of a parent, spouse, **common-law** partner, sibling, fiancé, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, former legal guardian or ward, or any other relative in the household who is a dependent of the employee. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.
- (b) An employee shall be granted up to a maximum of three (3) paid days leave as per the conditions of 23.05 (a) for the bereavement of a step parent, step child, grandparent, grandparent in law.
- (c) Bereavement leave may be extended by one (1) additional day without loss of pay and benefits to travel to a funeral outside of Manitoba or over three (3) hours outside of the perimeter of Winnipeg within Manitoba.
- (d) Additional unpaid leave may be granted where travel is required or in exceptional circumstances.
- (e) (i) Necessary time off up to one day without loss of pay may be granted an employee to attend a funeral as a pallbearer.

- (ii) Leave of absence without pay up to one (1) day shall be granted to an employee to attend a funeral as a mourner, provided there is a minimum of three (3) days' notice.
- (f) One (1) bereavement day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.
- (g) An employee who is entitled to bereavement leave under Articles 23.01, 23.02 and 23.03 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.

22.07

Jury/Witness Duty

- (a) Any employee subpoenaed for witness duty, the matter of which arose out of a SPIKE workplace matter, or for jury duty, shall receive a leave of absence with pay, and remit to the Employer any payment received except reimbursement of expenses.
- (b) Any employee subpoenaed for witness duty the matter of which did not arise out of a SPIKE workplace matter shall receive a leave of absence without pay.

Such leave requests must be made within twenty-four (24) hours of subpoena.

22.08

Compassionate Care Leave

Compassionate care leave shall be consistent with current Employment Insurance and Employment Standards regulations.

(a) Definitions

The following definitions apply in this section.

1. "common-law partner" of a person means a person who, not being married to the other person, is cohabiting with them in a conjugal relationship of some permanence. (conjoint de fait).
2. "family member", in relation to an employee means:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;

- (iii) a parent of the employee or a spouse or common-law partner of the parent; and
- (iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition. (member de la famille).

3. “physician” means a physician who provides care to a family member and who is entitled to practice medicine under the laws of jurisdiction in which the care is provided. (médecin).

(b) Registered common-law relationship

For the purpose of the definition “common-law partner” in subsection (1), while they are cohabiting, persons who have registered their common-law relationship under section 13.1 of *The Vital Statistics Act* are deemed to be cohabiting in a conjugal relationship of some permanence.

(c) Entitlement to leave

Subject to subsections (3) to (8), an employee who has been employed by the same Employer for at least 90 days is entitled to unpaid compassionate care leave of up to 28 weeks to provide care or support to a seriously ill family member.

(d) Physician’s certificate

For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within 26 weeks from the day the certificate is issued, or
- (b) if the leave was begun before the certificate was issued, the day the leave began; and
- (c) the family member requires the care or support of one or more family members.

(e) No additional certificate required

For certainty, a leave under this section may be taken after the end of the twenty-six (26) week period set out in the physician's certificate, and no additional certificate is required.

(f) Employee to give notice to Employer

The employee who wishes to take a leave under this section must give the Employer notice of at least one pay period, unless circumstances necessitate a shorter period.

(g) Employee to provide physician's certificate

The employee must give the Employer a copy of the physician's certificate as soon as possible.

(h) When leave may be taken

An employee may take no more than two periods of leave totalling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began.

(i) Minimum period of leave

No period of leave may be less than one week's duration.

(j) Ending leave early

Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice of their expected date of return.

22.09

Union Leave

Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union providing the employee with a letter of request. The employee shall submit the letter to their Program Coordinator who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate.

- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence plus benefit costs.

22.10 Negotiations Leave

- (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have up to two (2) employees present at each bargaining session on a time-off with pay basis. The Employer shall pay employees for such time spent when it occurs during scheduled work hours.
- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both Article 29.02 (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Article 29.01 (c).

ARTICLE 23 - PERSONNEL FILE

- 23.01 Upon written request, and in the presence of an Employer representative, an employee shall be given the opportunity to examine their personnel file in the Employer's Administrative Offices. Their reply to any such document shall also be placed in their personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of their file at their own expense.
- 23.02 The employee's official personnel file shall be maintained at the Employer's Administrative Offices.

ARTICLE 24 - GENERAL**24.01 Bulletin Boards**

The Employer shall allow the Union to post notices concerning matters that are of a direct interest to the employees covered by this Collective Agreement. The Employer reserves the right to remove posted material if considered damaging to the Employer.

24.02 The Employer agrees to post on the bulletin board for informational purposes, all policies and/or procedures that have an affect on employees in the organization.

24.03 Where an employee who, in the course of carrying out their duties, suffers damage to, or loss of, eyeglasses, false teeth, a watch or other personal effects usually carried with or worn by the employee, including clothing, the employee shall be reimbursed at a reasonable replacement cost.

24.04 Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.

24.05 Employees incurring the loss will supply two (2) quotes on replacement value to management, and the lower of the two quotes will be depreciated, at no time more twenty-five percent (25%) of the original value.

24.06 Provided that established procedures and policies have been followed, employees will be compensated by the Program for damage to clothing or personal property (including eyeglasses and vehicles) incurred in the course of duty, except where covered by WCB or MPI. Employees incurring the loss will be compensated the replacement value of any such item.

24.07 “Personal property for the purpose of this article includes only items required to perform one’s duties and does not by any means include personal electronic devices of any kind.

24.08 All incidents of loss of, or damage to, personal effects as mentioned above shall be reported in writing, by incident report, by the employee whose personal effects are lost or damaged, to the Program Coordinator within the same shift, or at a time approved by the Program Coordinator.

ARTICLE 25 - STRIKES AND LOCKOUTS

- 25.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruptions, slowdown or stoppage of work either complete or partial or any other interference which will halt, disrupt, limit or interfere with normal service or work.
- 25.02 The Employer agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE 26 - PROMOTIONS AND STAFF CHANGES

26.01 Job Postings

Where a new position is created, or when a vacancy occurs, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and in the memo binder for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

26.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. When a posting does not indicate that the position is open to both male and female applicants, consultation with the Union will occur.

- 26.03 The Employer shall make selection for filling of vacant positions, including promotions, transfers and demotions, from internal applicants on the basis of qualifications, skill and ability. Where applicants have similar qualifications, skill and ability, the most senior applicant shall be selected.

- 26.04 All promotions within the bargaining unit and to positions outside the bargaining unit, are subject to a six (6) month trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

- 26.05 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer), demotion and if all other posted selection criteria are equal, it shall be considered as the governing factor.
- 26.06 Upon promotion, an employee shall be paid a rate in the higher salary range within the salary schedule that is if possible not less than one (1) increment above their former salary. Eligibility for applicable merit increases shall be in accordance with Article 6.
- 26.07 An employee, other than a term employee, who accepts a term position will be returned to their former position at the completion of the term position if reasonably possible. If the Employer is unable to return the employee to their former position, including schedule, the employee shall be returned to their former occupational classification and employment status, and shall suffer no loss in pay increments or wage increases.
- An employee occupying a term position will be required to complete the term before being considered for another term position. However, the employee shall be allowed to apply for any and all permanent full-time and part-time positions. Upon completion of one term position an employee may apply for further term positions.
- 26.08 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change or upon request.

ARTICLE 27 - RECLASSIFICATION

- 27.01 When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 27.02 Should an employee complete a required course or level of training with the approval of the Employer, that is deemed to be job related, the Employer shall cover all costs of materials for the above mentioned course or level of training. All time spent on courses will be considered time worked.

ARTICLE 28 - TRAINING

28.01 The Employer agrees that staff will not be expected to attend a full day or night of training and work their regular shift on the same day.

- (a) Full-time staff attending training will be paid overtime rates when they have worked a forty (40) hour week.
- (b) Part-time/casual staff will be paid overtime for training on a day they have worked an eight (8) hour shift.

Employees shall be entitled to bank this pay as time off. Such time off shall be taken as close to the day of training as operationally possible.

28.02 The Employer shall arrange all mandatory training and recertifications and such time will be considered work time.

ARTICLE 29 - WORKERS' COMPENSATION

29.01 Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties, that employee shall apply for Workers' Compensation benefits.

29.02 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

29.03 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

ARTICLE 30 - SAFETY AND HEALTH

30.01 The Employer shall in accordance with the objects and purposes of the *Workplace Safety and Health Act*:

- (a) ensure, the safety, health and welfare at work of all their workers; and
- (b) comply with the *Workplace Safety and Health Act* and its regulations.

- 30.02 The parties recognize the importance of establishing a Workplace Safety and Health Committee structure to enhance the ability of employees and the Employer to resolve health and safety concerns. The parties agree there shall be a single Workplace Safety and Health Committee responsible for all Employer work locations. Such Committee will be deemed to be subject to and retain all responsibilities, jurisdiction and authorities as conferred to committees under the *Workplace Safety and Health Act* and its regulations.
- 30.03 The joint Workplace Safety and Health Committee will be comprised of one (1) representative from the bargaining unit and two (2) representatives of the Employer, as well as representatives of any other SPIKE bargaining units, in accordance with relevant agreements.
- 30.04 The Employer and the Union agree that “violent” or aggressive behaviour shall not be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise, and additional measures as directed by the Department of Health. The Employer shall take reasonable measures to ensure that client care plans, including a safety risk assessment, are developed for all residents. The Employer shall take steps to communicate these plans to employees who provide service to residents. When new residents are being introduced to SPIKE, including respite clients, with the exception of emergency placements, client care plans shall be developed and communicated prior to the arrival of the resident. In the case of emergency placements, the client care plan shall be in place within five (5) working days.
- 30.05 The Employer shall ensure that a safety and protection policy and plan is in place for all employees and that all employees are familiar with and educated in this plan.
- 30.06 The Employer shall ensure that client care plans, including a safety risk assessment, are developed for all residents. The Employer shall take steps to communicate these plans to employees who provide service to residents. When new residents are being introduced to SPIKE, including respite clients, with the exception of emergency placements, client care plans shall be developed and communicated prior to the arrival of the resident. In the case of emergency placements, the client care plans shall be in place within five (5) working days.
- 30.07 The Employer shall provide preventative measures for those employees who may come in contact with infectious diseases in the course of their employment. Such measures shall include the provision of: *gloves, soaps, hand washing facilities, other appropriate cleaning and disinfecting agents and pest control measures as needed.*

30.08 An employee may refuse to perform work at a workplace where they have reasonable grounds to believe and do believe that the particular work is dangerous to their safety or health, or the safety and health of another employee or any other person.

Where the employee refuses to work, they shall immediately report their refusal and the reasons therefore to the Program Coordinator, followed by a written refusal form, completed according to SPIKE protocol.

If the Program Coordinator is unavailable, refusals shall be reported to the Assistant Director.

30.09 The Program Coordinator in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions, if it is determined that the refusal in article 31.08 is valid. Any employee requested to perform the same tasks in the setting that were believed to be dangerous under (31.07) which were refused by another employee will be informed of the reasons for the refusal.

30.10 For sleepover shifts, when one (1) of the two (2) scheduled employees is unable to work, the Employer shall provide additional coverage to maintain two (2) staff. The Employer shall maintain and inform employees of a procedure to provide for the safety of employees for periods of working alone until such coverage arrives.

ARTICLE 31 - CIVIL LIABILITY

31.01 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (lawsuit) committed by them in the performance of their duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against them shall advise the Employer through the Executive Director of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or, the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of their duty as an employee.

- (c) Upon the employee notifying the Employer in accordance with Article 37.01 (a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

ARTICLE 32 - PRIVATELY OWNED VEHICLES

- 32.01 (a) The applicable reimbursement rates for the use of a privately-owned vehicle, for travel on program business, as authorized by the Employer, shall be **forty-nine cents (\$0.49)** per kilometre. This rate will be reviewed on April 1st and October 1st and shall be calculated using the formula below; however, the amount shall not be less than **forty-nine cents (\$0.49)** per kilometre.

Base rate = **forty-nine (\$0.49)** per kilometre based on a price of **one dollar and forty cents (\$1.40)** per litre of regular gasoline.

For every ten cents (10¢) increase/decrease in the price per litre of regular gasoline from the base rate of **one dollar and forty cents (\$1.40)** per litre, there shall be a one cent (.01¢) per kilometre increase/decrease in the private vehicle kilometre reimbursement rate.

For a privately-owned motorcycle the same formula shall apply however, the base rate shall be twenty-two point two cents (22.2¢) per kilometre.

Gas prices will be determined using Statistics Canada data at **Table 18-10-0001-01** <https://www150.statcan.gc.ca/t1/tb11/en/tv.action?pid=1810000101>.

- (b) Mileage sheets must be submitted on a month-to-month basis, and no mileage expense will be accepted sixty (60) days from the first entry on the sheet.
- (c) Mileage will be paid at the last pay period of each month, or possibly sooner in extenuating circumstances.

- 32.02 The Employer shall cover the costs of the MPI Autopac deductible for damage to a vehicle (to a maximum of two hundred dollars [\$200]) and of interior car cleanings for employees who transport residents in their personal vehicles, resulting from a client incident.

32.03 Deductibles

The Employer shall ensure that the MPI deductible on house vehicles is as low as possible (currently two hundred dollars [\$200]). When an employee operates a house vehicle and is deemed by MPI to be responsible for the deductible, the Employer shall assess the circumstances on a case-by-case basis, and where the employee has not been negligent, the Employer shall cover the cost of the deductible.

ARTICLE 33 - CITIZENSHIP LEAVE

33.01 Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.

ARTICLE 34 - EMPLOYEE BENEFITS PLAN/PENSION PLAN

34.01 The Employer agrees to continue to provide the current benefit plan, Chamber of Commerce Group Insurance Plan (Firm No. 36144), on a cost- shared basis of fifty percent (50%) each. Details of the Plan shall be provided to each employee.

34.02 The Employer agrees to provide employees with a pension plan. Employee contributions will be three percent (3%) of regular earnings matched by Employer contributions of three percent (3%).

34.03 When there is a consideration to change the terms or coverage of the Employee Benefits or Pension Plan, the Labour Management Committee shall meet to discuss and review change options prior to implementation.

ARTICLE 35 - CLIENT VACATION

35.01 During client trips outside their residence, the Employer and the Union agree to the following:

- (a) Effective April 1, 2017, each employee shall receive two hundred dollars (\$200) for each twenty-four (24) hour period.
- (b) All reasonable expenses such as meals, transportation and accommodation shall be covered in full by the Employer.

- (c) Going on client vacations is voluntary for employees. The senior qualified employee who is preferred by the client shall be chosen. The client's choice shall be determined by the Program Coordinator.
- (d) In the event that no qualified employees volunteer to go on a client vacation, the Employer reserves the right to contract outside of the bargaining unit.

ARTICLE 36 - JOB SECURITY

36.01 Indemnification

The Employer will continue to indemnify members of the bargaining unit, as was the practice prior to the date of certification.

36.02 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 the applicable articles of this agreement shall be reopened for negotiation. If there is no agreement between the parties on these issues, the matter shall be resolved by arbitration.

36.03 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non unit employee where subcontracting out would result in a loss of position(s) within the bargaining unit.

36.04 Should the Employer consider restructuring or reorganizing the workplace and layoffs or changes in hours work may occur, the Union shall be notified. The parties shall meet to discuss the Employer's plans and possible impact/ affect it may have on employees. The parties will work together to minimize the impact and affect and shall agree on communications with all staff.

ARTICLE 37 - DURATION OF AGREEMENT

37.01 This Collective Agreement shall be effective from April 1, 2020 and shall continue in effect up to and including March 31, 2023 and shall terminate as of that date.

37.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

37.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, send notice to the other party stating their intent to negotiate amendments to the Collective Agreement.

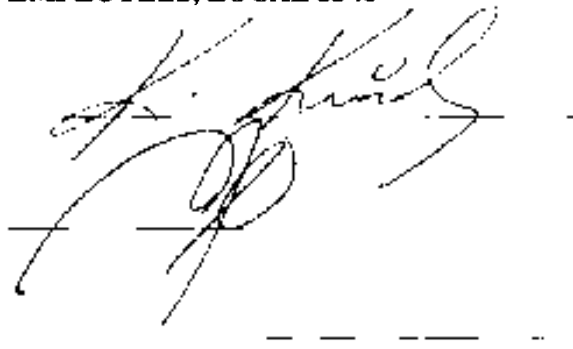
37.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.

NOTES:

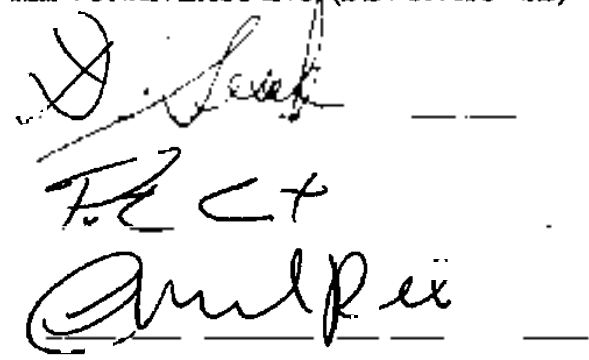
1. Employees who stay overnight on the sleep shift shall be paid seventy dollars (\$70). However, if they are woken up because of client needs, they shall be compensated at their regular rate of pay or overtime if applicable.
2. An intervenor who works with two (2) clients during a shift shall be compensated with overtime rates while they are with the second client. This does not include situations where one intervenor relieves another for breaks or other similar situations where the temporarily absent intervenor is on the premises (or at the same location). Any doubling up premiums must be authorized in advance by the Program Coordinator.
3. Any funding increases from the government will be used to enhance wages as it becomes available.

Dated at Winnipeg, Manitoba this 27th day of February, 2023.

ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348



ON BEHALF OF:
SPIKE - SPECIAL PEOPLE IN
KILDONAN EAST INC, (DEVON HOUSE)



NI/wkp/cope 491
February 24, 2023

SCHEDULE "A"**SPIKE – Special People in Kildonan East Inc. (Devon House)****WAGES**

Effective April 1, 2022

Classification	Start	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6
Intervenor	\$15.11	\$15.47	\$15.85	\$16.20	\$16.56	\$16.92	\$17.29
Awake	\$15.11	\$15.47	\$15.85	\$16.20	\$16.56	\$16.92	\$17.29

The pay increase will be retroactive to April 1, 2022 for all employees in good standing as of the date of signing.

- Future increases contingent on funding
- *For Employees with start date prior to May 1, 2003*
At completion of 15 years service 1% increase
- *For Employees with start date after to May 1, 2003*
At completion of 20 years service 1% increase

MEMORANDUM OF UNDERSTANDING #1

between

Canadian Union of Public Employees, Local 2348

and

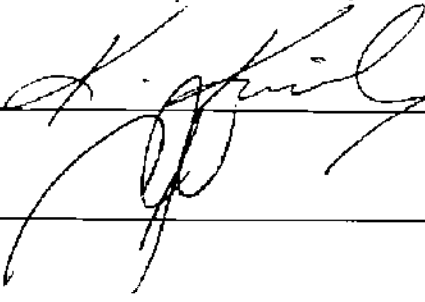
SPIKE – Special People in Kildonan East Inc. (Devon House)

RE: STAFF STABILIZATION FUNDS

The parties agree that should SPIKE-Special People in Kildonan East Inc. (Devon House) receive funding through the Staff Stabilization Initiative that are stipulated to be used for wage increases during the lifetime of this Collective Agreement, this additional funding shall be passed on to the employees in accordance with the stipulations set out in the funding agreement.

Dated at Winnipeg, Manitoba this 27th day of February, 2023.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**



**ON BEHALF OF:
SPIKE - SPECIAL PEOPLE IN
KILBONAN EAST INC. (DEVON HOUSE)**

