

Collective Agreement

between

**Parkland Residential and Vocational Services
Incorporated**

(hereinafter referred to as "P.R.V.S.I.")

of the first part,

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the "Union")

of the second part.

April 1, 2011 - March 31, 2013

Table of Contents

Preamble.....	1
Article 1 Definitions.....	1
Article 2 Duration	5
Article 3 Application of Agreement.....	6
Article 4 Management Rights	6
Article 5 Union Recognition	7
Article 6 No Discrimination.....	7
Article 7 Labour-Management Committee.....	7
Article 8 Union Security	8
Article 9 Union Business	10
Article 10 Recruitment and Selection	11
Article 11 Pay.....	14
Article 12 Discipline Procedure	16
Article 13 Grievance Procedure.....	17
Article 14 Arbitration Procedure	19
Article 15 Stewards	20
Article 16 Hours of Work	20
Article 17 Seniority	26
Article 18 Layoff and Recall.....	29
Article 19 Break Periods	31
Article 20 Statutory Holidays	31
Article 21 Vacations.....	33
Article 22 Compassionate Leave	35
Article 23 Maternity and Parental Leaves.....	36

Article 24	Leave of Absence	39
Article 25	Sick Leave	41
Article 26	Benefits Plans	43
Article 27	Job Descriptions	43
Article 28	Personnel Records	44
Article 29	Evaluation of Staff.....	44
Article 30	Health and Safety.....	45
Article 31	Continuing Education	47
Article 32	Communication/Board Meetings.....	48
Article 33	Notice of Retirement and Exit Interviews	49
Article 34	Jury or Witness Duty.....	49
Article 35	Car & Travel Allowance.....	50
Article 36	Driver's License	51
Article 37	Bulletin Boards	52
Article 38	Confidentiality.....	52
Article 39	Harassment.....	54
Article 40	Essential Services.....	56
Article 41	Safety Footwear.....	57
Article 42	Employee Assistance Program.....	58
Article 43	Benefit Accumulation	58
Article 44	Shift Premium	59
Schedule "A"	60
Memorandum of Agreement.....		62

Re: Full-Time and Part-Time Employees Going to Casual Status

Alphabetical Table of Contents

Preamble	1
Article 3 Application of Agreement.....	5
Article 14 Arbitration Procedure	15
Article 43 Benefit Accumulation	45
Article 26 Benefits Plans	33
Article 19 Break Periods.....	24
Article 37 Bulletin Boards	40
Article 35 Car & Travel Allowance.....	39
Article 32 Communication/Board Meetings.....	38
Article 22 Compassionate Leave	27
Article 38 Confidentiality	41
Article 31 Continuing Education	36
Article 1 Definitions	1
Article 12 Discipline Procedure	13
Article 36 Driver's License	40
Article 2 Duration.....	4
Article 42 Employee Assistance Program.....	45
Article 40 Essential Services.....	44
Article 29 Evaluation of Staff	35
Article 13 Grievance Procedure.....	13
Article 39 Harassment.....	42
Article 30 Health and Safety.....	35
Article 16 Hours of Work	16
Article 27 Job Descriptions	34
Article 34 Jury or Witness Duty.....	38
Article 7 Labour-Management Committee.....	6
Article 18 Layoff and Recall.....	23

Article 24	Leave of Absence	31
Article 4	Management Rights	5
Article 23	Maternity and Parental Leaves	28
Article 6	No Discrimination	6
Article 33	Notice of Retirement and Exit Interviews	38
Article 11	Pay.....	11
Article 28	Personnel Records	34
Article 10	Recruitment and Selection	9
Article 41	Safety Footwear.....	45
Article 17	Seniority	20
Article 44	Shift Premium	46
Article 25	Sick Leave	32
Article 20	Statutory Holidays	24
Article 15	Stewards	16
Article 9	Union Business	8
Article 5	Union Recognition	5
Article 8	Union Security	7
Article 21	Vacations.....	26
Schedule "A"	47
Memorandum of Agreement.....		48

**Re: Full-Time and Part-Time Employees Going to Casual
Status**

*All changes are in **bold**.

Parkland Residential and Vocational Services Incorporated,
in the town of Dauphin, in the Province of Manitoba,
(hereinafter referred to as the “Employer”)
and
Manitoba Government and General Employees’ Union
(hereinafter referred to as the “Union”)

Preamble

WHEREAS the Employer and the Union desire to cooperate in establishing and maintaining conditions which shall promote a harmonious relationship between the Employer and the employees covered by this Agreement, to provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote efficient operation, recognizing that the highest regard and principle consideration must be the care and welfare of the residents and clients of the Employer, the parties hereto agree as follows:

Article 1 Definitions

1:01 In this Agreement the following applies unless the context otherwise requires:

- (a) “Employer” will mean Parkland Residential and Vocational Services Inc.
- (b) “Employee” will mean an employee of Parkland Residential and Vocational Services Inc. who is covered by the Collective Agreement.
- (c) “P.R.V.S.I.” will mean Parkland Residential and Vocational Services Inc.
- (d) “Union” will mean the Manitoba Government and General Employees’ Union (M.G.E.U.).

- (e) “Management” will mean the Management team of Parkland Residential and Vocational Services Inc.
- (f) “Board of Directors” will mean the Board of Directors of Parkland Residential and Vocational Services Inc.
- (g) “Full-time” employee will mean an employee who regularly works and occupies a position of thirty-five (35) or more hours per week (seventy (70) hours or more bi-weekly).
- (h) “Part-time” employee will mean an employee who regularly works and occupies a position of less than thirty-five (35) hours per week (less than seventy (70) hours or more bi-weekly).

The parties agree to meet with a view to creating up to nine (9) unionized positions of eighty (80) hours bi-weekly or two thousand and eight (2080) hours per year over the life of the Collective Agreement. The parties shall review and consider staff concerns, staff availability and needs of clients. It is understood that the establishment of the full-time positions will be from existing monies. The first meeting shall take place within ninety (90) days from the signing of this Collective Agreement.

Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position, providing they are able to work all available hours and days of the vacant position and will not result in overtime.

At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

All salary and benefit plans shall be applied on the basis of all regular hours worked.

Seniority, vacation and sick leave shall be applied on the basis of all hours worked to the equivalent of full-time.

The terms of the entire Collective Agreement shall apply to part-time employees.

- (i) “Casual” employee will mean an employee who does not work regular hours and is called in to work on an as needed basis. Casual employees shall accrue seniority hours and may exercise seniority only over other casual employees for available shifts and may not exercise seniority over full-time or part-time employees.

P.R.V.S.I. shall maintain a separate seniority list identifying casual employees only.

When P.R.V.S.I. agrees to retain the services of the employee on a casual basis, the employee shall retain their seniority hours accrued and shall be placed on the casual seniority list in accordance with their accumulated seniority hours.

Casual employees will be entitled to the increments based on 2080 hours as identified in Article 11.08.

Casual employees shall be entitled to all premiums as per Article 44.

Casual employees shall be entitled to pay for a General Holiday as per Article 20.

Casual employees shall be entitled to compensation for overtime worked in accordance with Article 16.

Casual employees required to travel on Employer business will be eligible for transportation costs as per Article 35 as well as Meal Allowance.

Casual employees will be eligible for the terms of the Grievance and Arbitration Procedure Articles.

Note: Please see Memorandum of Agreement.

- (j) (i) Term position shall be for a specific time period or until completion of a particular project of a minimum duration of three (3) months and a maximum duration of two (2) years. Any extension beyond the two (2) year period shall be a matter for discussion between the Employer and the Union.
- (ii) When the Employer determines that a term position as described above exists, the position shall be posted and filled in accordance with Article 10 - Recruitment and Selection. All employees may apply for the term position. Any subsequent term positions directly resulting from the above procedure will not be required to be posted and shall be filled in accordance with Article 16:13. Upon completion of the original term position, the employee granted this original term shall be returned to his/her former position. In the event that an employee's former position no longer exists, the employee shall be entitled to exercise his/her seniority as stated in Article 18 - Layoff and Recall.
- (k) "Straight Time Overtime" means any hours of work beyond an employee's regular daily hours of work (up to eight (8) hours daily only) which are paid for at regular straight time rates of pay.

- (l) “Premium Overtime” means any hours beyond the regular working hours which are paid out at overtime rates of pay (time and one-half [$1\frac{1}{2}$ x] or double time [2 x]).

Article 2 Duration

- 2:01** This agreement will become effective from and including the 1st day of April, 2011 and shall continue in effect up to and including the 31st day of March, 2013 and will remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section :01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties will, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties.
- 2:03** It is agreed by both parties that during the term of this Agreement there will be no strikes, lockouts, stoppages of work, or slowdowns, and that all grievances will be settled in accordance with the procedures set out in Article 13.
- 2:04** The Employer shall furnish to the Union upon receipt of notice to commence negotiations, per Article 2:01:

- (a) the name of each employee;
- (b) the classification of each employee; and
- (c) the current rate of pay of each employee.

(d) the regular bi-weekly hours of the employee's position.

2:05 Unless otherwise specified herein, all additions, deletions, amendments and/or revisions for this new Agreement shall become effective the first day of the bi-weekly pay period following the ratification of the tentative settlement by the Union's membership. The new wage rates at Appendix "A" are retroactive to and including April 1st, 2007.

Article 3 Application of Agreement

3:01 The term of this Agreement will apply to all positions of P.R.V.S.I. except the Executive Director, the Program Manager, the Administrative Secretary, the Staffing Clerk, the Office Clerk and any other employee excluded by the Act.

Article 4 Management Rights

4:01 All the functions, rights, personnel pay practices, powers and authority which P.R.V.S.I. has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being held by the Employer. **This includes but is not limited to the right to maintain order and efficiency; to make, alter and enforce rules and regulations to be observed by its employees; to discipline and discharge for just cause; to schedule hours and assign tasks; and the right to select, hire, transfer, promote, demote, classify, lay off and recall employees.**

- 4:02** In administering this Agreement, the Employer will act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Recognition

- 5:01** P.R.V.S.I. recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as described in the Manitoba Labour Board Certificate Number 5288 and as set out in Article 3 and as well any further classifications of employees as may be agreed upon by the parties during the term of this Agreement.
- 5:02** The Employer recognizes the right of the Union in all matters pertaining to any form of revision of any wage, benefit or work condition contemplated or to be contemplated by this Agreement, and agrees not to enter into separate agreements with employees, or have employees sign to conditions of employment neither contemplated by nor contained in this Agreement.

Article 6 No Discrimination

- 6:01** The parties agree there will be no discrimination, harassment, coercion, or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation, or membership in the Union or activities in the Union.

Article 7 Labour-Management Committee

- 7:01** The parties hereto agree to a joint Labour Management Committee being established to deal with such matters of

mutual concern as may arise from time to time in the operation of Parkland Residential and Vocational Services Inc. and to discuss with a view to resolving and/or preventing potential grievances.

- 7:02** The Standing Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed six (6) members, including the Union Representative and the Employer's consultant or member of the Board who may attend for consultation(s).
- 7:03** The Committee shall meet quarterly at a mutually agreeable time. A joint agenda will be prepared on a rotating basis and shall be submitted prior to the meeting. **A standing agenda item shall be staff training.** Any additional items will be agreed to be included at the meeting if both parties agree.
- 7:04** The Committee shall not have jurisdiction over wages, or any other 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 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 that may contravene the Collective Agreement.

Article 8 Union Security

- 8:01** By reason of existing legislation the Employer will:
- (a) Deduct from the wages of each employee in the unit covered by the Collective Agreement, whether or not the person is a member of the Union, the amount of the

regular membership dues payable by a member of the Union, except that where the employee is not a member of the Union the amount deducted will not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable to the Union.

- (b) Remit the amounts deducted under clause (a) to the Union monthly; and
- (c) Inform the Union monthly, of the names of the employees from whose wages deductions have been made under clause (a) and the amounts so deducted from each employees' wages.

- 8:02** The Union will notify P.R.V.S.I. 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.
- 8:03** The Union agrees to indemnify and save P.R.V.S.I. harmless against any claim or liability arising out of the application of this Article.
- 8:04** For new employees, payroll deductions as set out in :01 above will become effective from the start of the pay period immediately following the commencement of employment.
- 8:05** When an Income Tax slip (T4) is made available it will indicate the amount of dues paid to the Union by the employee in the previous year.

Article 9 Union Business

- 9:01** Leave of absence to attend to Union business may be granted by providing the employee with a letter of request. The employee will submit the letter to Administration for approval. Approval will not be unreasonably withheld or denied.
- 9:02** Requests for leave will be made with reasonable advance notice but not less than five (5) working days and will be granted where operational requirements permit. Where special or unusual circumstances prevent compliance with the five (5) working days notice, the request will be considered and will not be unreasonably denied.
- 9:03** Where such leave of absence has been granted the Union will reimburse P.R.V.S.I. one hundred percent (100%) of the wages plus the Employers share of UIC and CPP paid to such employees during the approved absence.
- 9:04** The Employer agrees to memo/fax the Union during the first week of each month with a list of all new, rehired or recalled employees and those who have quit. The Employer agrees to provide each employee at the time of re/employment with a package supplied by the Union.
- 9:05** The Employer shall grant leave without pay to three (3) bargaining unit employees elected to serve on the Union Bargaining Committee at all sessions and meetings the employees attend for the negotiation of a revision and/or renewal of this Collective Agreement. The Employer agrees to pay the affected employees as if they had been at work and will invoice the Union for reimbursement of wages paid.

9:06 The Employer shall schedule a general orientation session for new employees. A Union representative, **on Employer paid time**, shall be provided with the opportunity to meet with those employees for a fifteen (15) minute presentation with questions to follow. The time shall be established by agreement subject to operational requirements. The Employer intends to hold such sessions on a quarterly basis.

Article 10 Recruitment and Selection

- 10:01** (a) Vacancies for positions, whether they be vacancies resulting from promotions, termination of employment, or new positions being created, **and acting positions of a four (4) week period or longer**, will be posted internally and filled with current employees who have the skills, qualifications and ability required by the Employer. External applications will be considered if there are no suitable internal candidates.
- (b) It is the policy of the Employer to fill vacancies whenever possible by promoting qualified employees from within the organization.
- (c) All vacancies will be posted for a minimum of seven (7) calendar days at each work location. Postings will state the required qualifications, current location and shift, hours of work and wage rate. A copy of each posting will be provided to the Union at the time of posting.
- (d) Where more than one (1) employee with the necessary skills, qualifications, and abilities **and satisfactory client compatibility** apply for a position, the determining factor will be length of service with the Employer as determined

by the employees' start date. The employee with the longest service will be the successful candidate, **unless there is documentation indicating a problem between a client and the senior qualified applicant. In all other cases, the successful candidate will be subject to an assessment period of five hundred and twenty (520) hours.**

- 10:02** (a) A promoted employee will be on probation for a period of five hundred and twenty (520) hours. If the employee, in the opinion of the Employer, is found to be unsuitable for the job during the probationary period, the Employer may, at any time during the probationary period, return her to her former position, at her former wage or salary rate, without loss of seniority. The employee may also choose to return to their former position if they feel they are not suitable for the job. When an employee is awarded a lateral transfer in a permanent position, the employee will have the option to return to their previous position within five hundred and twenty hours (520) hours of the awarding of their new position.
- (b) An external candidate hired for a position will be on probation for a period of one thousand and forty (1040) hours or one (1) calendar year whichever occurs sooner. If an employee, in the opinion of the Employer, is found to be unsuitable for the job during the probationary period, the employee may be terminated by Management during this period and the employee will not have recourse to the grievance or arbitration procedures of the Agreement. The employee may also terminate employment without notice in this period.

- (c) Evaluations for new or promoted staff will be done on or before the expiry of the probation period.
- (d) A further five hundred and nineteen (519) hours (four hundred and eighty-seven point five (487.5) hours) extension of probationary status can be required by Management, if there is sufficient cause, to a maximum of one thousand and thirty-eight (1038) hours (nine hundred and seventy-five (975) hours) total probation, at which point the employee will be converted to permanent status or terminated if they are deemed unable to perform the required duties.

- 10:03** When an employee is promoted, her new and future salary will be the rate of pay of her/**his** new job title which is next higher to her/**his** rate of pay in her/**his** former job title **and which is no less than twenty (\$0.20) cents per hour.**
- 10:04** If an employee requests a transfer of programs and the Employer accepts, the employee will retain credit for years worked and all possible benefits currently held by the employee.
- 10:05** If a lateral transfer is initiated by a competition for a position and a current employee is awarded the position, the employee will be placed on the pay scale at the rate of pay closest to her current rate of pay, but no lower than her current rate of pay.
- 10:06** An employee will be given training in the best methods to perform their job whenever possible.
- 10:07** Prior to employment, all employees are subject to a Criminal Records Check (CRC). Each new staff must consent to and sign a release form for a CRC. The following procedures/conditions apply:

- (a) All information regarding Criminal Records Checks will be strictly confidential.
- (b) Refusal to participate in a CRC automatically disqualifies employment.
- (c) (i) Anyone with a criminal record will be hired for permanent employment only with Board approval.
(ii) Traffic violations will have no bearing on employment, where it is not a prerequisite to employment.

10:08 Prior to employment, all employees are subject to and must sign a release form for a Child Abuse Registry check.

The following procedures/conditions apply:

- (a) All information regarding Child Abuse Registry Checks will be kept strictly confidential.
- (b) Refusal to participate in a Child Abuse Registry Check automatically disqualifies employment.
- (c) Any listing on the Child Abuse Registry will automatically disqualify the individual from employment with P.R.V.S.I.

10:09 Any charges or convictions under the Criminal Code must be reported to Management within forty-eight (48) hours.

Article 11 Pay

11:01 P.R.V.S.I. will endeavour to maintain equitable wage rates for employees who perform similar work under similar conditions within the organization.

11:02 The wage scales applicable to employees covered by this Agreement shall contain the classification titles and rates of pay. The wage scale shall be known as **Schedule "A"** and shall be

attached to and form part of this Agreement. A step in a pay range in **Schedule “A”** is also referred to as an increment elsewhere in this Agreement.

- 11:03** P.R.V.S.I. uses a twenty-four (24) hour clock with hours starting at 12:00 a.m.
- 11:04** The pay period will be bi-weekly beginning at 12:00 a.m. on the first **Thursday** of the pay period and ending at midnight **Wednesday**, two (2) weeks later.
- 11:05** Wages will be available for employees by **9:00 a.m.** on the **second (2nd) Friday** following the cut off date.
- 11:06** Where payday falls on a statutory holiday wages will be available for employees by 3:00 p.m. the last regular work day prior to the statutory holiday.
- 11:07** Special pay advances of up to one (1) pay period may be granted with the authorization and approval of Management. Advances will be deducted in full from the next paycheck.
- 11:08** An employee will receive her/his incremental pay increase effective the pay period which includes the employee’s anniversary date for that increment as noted in **Schedule “A”** (e.g. the **6th** month, 1st year, 2nd year, 3rd year, and 5th year).
- For the purposes of this Agreement, a year shall be understood to mean two thousand and eighty (2080) hours.
- 11:09** An employee assigned to take over the role of a Team Leader or Worker III (Service Crew) for three (3) or more days shall be paid Acting Pay. He/she will be paid the appropriate Team Leader or Worker III (Service Crew) rate for her/his service increment level, for all hours so worked.

- 11:10** An employee who has completed ten (10) years of service in the bargaining unit shall receive a long service allowance of twenty-five cents (\$0.25) per hour.

Article 12 Discipline Procedure

- 12:01** An employee may be disciplined, discharged, or suspended for just cause only.
- 12:02** The employee will be notified in writing outlining the circumstances which made the disciplinary action necessary.
- 12:03** When a meeting is required between the Employer and employee for the purpose of investigating a discharge or disciplinary offence, the Management will inform the employee affected that he has the right to have a representative of the Union present at such a meeting. It is understood that the Employer, the Union and the Employee will cooperate in the prompt disclosure of all relevant details.
- 12:04** For the purpose of this section “oral reprimand” will be defined as an oral reprimand given by the Supervisor or Management where a notation is made in the employee’s personnel file. The employee will be informed that such notation has been made.
- 12:05** Where a written report is to be placed on an employee’s file the employee will be given the opportunity to sign the report indicating only that he has read it. An employee will receive a copy of the written report whether they have signed it nor not.

Article 13 Grievance Procedure

13:01 Rights Of Stewards

In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of Union to appoint Officers, whose duties will be to assist an employee that the Union represents in preparing and in presenting his/her grievances in accordance with the grievance procedure.

13:02 Permission To Leave Work

The Employer agrees that Stewards will not be coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during work hours except to perform his/her duties under this Agreement. Therefore, no Stewards will leave his/her work without obtaining the permission of his/her supervisor. Permission will not be unreasonably requested or denied.

13:03 A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

13:04 Settling Grievances

Employees should attempt to resolve the issue with their immediate supervisor if at all practicable. Should this not be possible, the following procedures apply:

Step 1

The aggrieved employee or employees will submit the written grievances to the Management Office within twenty (20) calendar days of the event or knowledge of the event giving rise to the grievance. Management will give a written decision within fourteen (14) calendar days after the receipt of the grievance. In the absence of Management, the employee, or employees, will give the grievance to the Executive Committee of the Board of Directors.

Step 2

Failing satisfactory settlement in Step 1, the Union will submit the grievance to the Board of Directors of P.R.V.S.I. within fourteen (14) calendar days after receipt of Management's response. The Board of Directors will give a written response within fourteen (14) calendar days after receipt of the grievance.

Step 3

Within twenty-one (21) calendar days after receiving the Board of Directors reply, and failing satisfactory settlement, the Union may refer the dispute to arbitration by giving notice to the Employer in writing.

13:05 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Employer files the grievance, Step 1 of this Article will be by-passed in the case of a Union grievance; and in the case of an Employer grievance the grievance will be sent directly to the Union. Such grievance will be filed within twenty-one (21) calendar days following the event, acknowledge of the event, giving rise to the grievance, respondent will reply within twenty-one (21) calendar days.

13:06 Within twenty-one (21) calendar days after receiving a reply and failing satisfactory settlement, the grieving party may refer the grievance to arbitration by giving written notice to the other party.

13:07 **Failure To Act Within Time Limits**

The time limits specified above will be mandatory unless extended by mutual written agreement between the Union and the Employer.

13:08 Grievances concerning demotion, suspension, layoff or dismissal will be initiated at Step 2 of the grievance procedure within twenty one (21) calendar days of the date that the employee received written notification of the action.

Article 14 Arbitration Procedure

14:01 Within ten (10) days of notice being given to proceed to arbitration the parties will select an arbitrator to hear the issue in dispute. The party referring the matter to arbitration will notify the arbitrator and a hearing will be convened within thirty (30) days of sending the notification.

14:02 In the event the parties fail to agree upon an arbitrator, then at the request of either party, the appointment will be made by the Minister of Labour.

14:03 The arbitrator will have no power to adjudicate on any issue other than the matter referred, to make any adjudication inconsistent with the terms of this Agreement, or to award costs.

- 14:04** The parties may settle by mutual agreement any matter referred to arbitration at any time prior to the receipt of the arbitrators award.
- 14:05** The award of the arbitrator will be final and binding upon the parties.
- 14:06** The award of the arbitrator will be made in writing and will be forwarded to the parties within thirty (30) days of the conclusion of the hearing.

Article 15 Stewards

- 15:01** The Union agrees to provide the Employer with a current list of Officers and authorized representatives and to notify the Employer in writing of any changes in Union representation.
- 15:02** The Employer recognizes the Union's right to select Stewards to represent employees.
- 15:03** Union Stewards and Officers are not to be requested to sign any documents or letters or disciplinary memos affecting the welfare of an employee.

Article 16 Hours of Work

- 16:01** (a) Positions within the Day Program will work a maximum of seven and one-half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week. All Day Program staff, **including employees that work the Day Program in the residential and S.I.L. work locations,** at her/his option, will be facilitated to pick up ten (10) extra hours every four (4) weeks to reach one hundred and sixty (160)

hours total. The foregoing shall not constitute overtime pay.

- (b) Overtime will be compensated at straight time overtime (1x) between seven and one-half (7.5) and eight (8) hours in a day, and at the rate of time and one-half (1½ x) for all hours worked in excess of eight (8) hours in a day;
- (c) In recognition of “lunch duty” within the Day Program, the Union and the Employer agree that hours may be “flexed”, with employees scheduled to be on “lunch duty” working eight (8) hours one week and seven (7) hours the next week.

16:02 (a) Employees in all other programs which fall under Regulation 61/99 will work a maximum of eight (8) hours per day and forty (40) hours per week. These positions will receive overtime at the rate of time and one-half (1½ x) for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

- (b) Employees in all other programs which do not fall under Regulation 61/99 will work a maximum of twelve (12) hours per day, or one hundred and sixty (160) hours in a four (4) week period. These positions will receive overtime at the rate of time and one-half (1½ x) for all hours worked in excess of twelve (12) hours in a day or one hundred and sixty (160) hours in a four (4) week period.

16:03 Employees who fall under Regulation 61/99 who work overnights will receive compensation on the following basis for hours worked between 12:00 a.m. and 6:00 a.m.:

- (a) a payment **as determined by Child and Family Services funding** in lieu of hourly wages,
- (b) Effective date of ratification, every one (1) hour of “sleep time” will be counted as one (1) hour towards an employee’s seniority, up to a maximum of 2080 hours per year of seniority. This formula/calculation shall not apply to any hours of sleep time prior to the date of ratification.

16:04 Employees working between 12:00 a.m. and 6:00 a.m. who are required to attend to a resident in a crisis situation will be compensated at their regular hourly rate for the time they are awake and will receive seniority credit as per Article 16:03 (b). For the purposes of this Article a crisis shall mean a situation where due to a participant’s behavioural or medical status, the employee is required to be awake.

16:05 Where the Personal Support Worker assigned to a client has gone off duty and circumstances arise where the client requires one-on-one attention, the Team Leader on call will be authorized to call in staff for the purposes of immediately dealing with the situation.

- 16:06**
- (a) Employees will receive a one (1) hour unpaid meal break in each shift worked which is five (5) or more hours in length.
 - (b) Where circumstances dictate, and where authorized by Management, an employee’s meal break may be deleted. Employees whose meal breaks are deleted will be provided with a paid meal break at the work location.

16:07 As a condition of employment all employees will be required to sign a variance form allowing for the scheduling of twelve (12) hour shifts before being required to pay overtime.

- 16:08** Employees may receive pay for overtime hours, or bank time to be used at a later date. Banked hours will be taken off at a time that is mutually agreeable to the Employer and the employees.
- 16:09** Employees may accumulate a maximum of **forty (40)** hours overtime after which any overtime worked must be cashed out. Every effort should be made to use banked time up prior to the fiscal year end. Where this is not possible arrangements will be made between the employee and Management to use the time up at a mutually agreeable time, as soon after the fiscal year end as possible.
- 16:10** Employees called into work on short notice will receive a minimum of three (3) hours at the appropriate rate of pay. If the Employer (excluding payroll and scheduling personnel) calls the employee outside of the employee's regular working hours, when the employee is not on shift, the employee shall be paid a minimum of fifteen (15) minutes at the employee's regular hourly rate.
- 16:11** All pre-scheduled, short-term assignments, whether call-out or scheduled, shall be paid a minimum of one (1) hour's wage.
- 16:12** All extra hours of work and overtime shall be offered in a descending order of seniority first among the full-time staff, then to part-time and then to casuals. While the foregoing is intended to increase the benefits of employment based on increased service, this Article is not intended to generate overtime unnecessarily. **The terms of this Article include those shifts assigned in the S.I.L. program.**
- 16:13** The parties agree that as positions become vacant through attrition, prior to the posting of the vacancy, the Employer and

the Union shall meet to discuss and distribute where possible, the available hours to other positions, in order to create as many full-time positions as possible.

- 16:14** Hours of work shall be distributed as equitably as possible amongst casual employees; the parties recognize that site, gender and personal choice of not working certain locations may affect equitability.

The parties agree to meet and resolve issues surrounding equitable distribution of work on an ongoing basis.

- 16:15** **Team Leaders, or any** duly qualified **employee**, will be assigned to a one (1) week on-call rotation beyond the regular hours of work, commencing 08:00 hours on Thursday to 08:00 hours of the next following Thursday, to deal with emergencies and issues arising from all residences by telephone. **Effective November 1, 2011, the Employer shall ensure that a minimum of ten (10) employees are included in the rotation.**

An actual return to work to deal with an after-hours emergency or issue requiring the on-call Worker's attendance shall be compensated as outlined elsewhere in the Agreement.

The on-call Worker must maintain a chronological log of the date, time, duration, name(s), and purpose of each call. At the end of the on-call tour, the Worker shall submit the log to the Employer as a claim for compensatory time off at the applicable rates. An employee working the on-call tour, shall, effective date of ratification receive a flat fee of one hundred dollars (\$100.00) per each week of on-call service provided.

16:16 Shift Schedules

- (a) Shift schedules for a minimum of a four (4) week period shall be posted **at each work location** at least two (2) weeks in advance of the beginning of the scheduled period.
- (b) An employee scheduled to work, who wishes to exchange a shift or shifts with another employee may request permission from the Employer to do so providing:
 - (i) the request is made in writing at least five (5) working days, if possible, prior to the first shift which is to be worked;
 - (ii) that such request is signed by both employees who are making the change, as well as the affected Team Leaders.

The Employer shall consider each request on an individual basis.

16:17 Employees shall have the right to refuse extra hours of work that are offered above the hours of work assigned to their position, except in emergency situations where the needs of the client necessitate attendance.

16:18 Employees shall have the right to refuse assignments to residences not assigned to their position, except in emergency situations where the needs of the client necessitate such an assignment.

16:19 Staff accompanying a client(s) on a client(s) vacation will be paid sixteen (16) hours straight time pay per full 24 hour day of the client's vacation.

For all days less than 24 hours, pay will be straight time on an hour-for-hour basis, not to exceed 16 hours.

It is understood that all costs associated with the client's vacation will be specifically identified separately on the "Supported Individual Vacation Budget" form and such costs shall not be incurred by the employee, but shall be incurred by the client(s) applying for the vacation.

Article 17 Seniority

- 17:01** (a) Seniority will mean the length of service in the employ of the Employer based on the total number of hours worked from the employees last starting date and will be recognized on a bargaining unit wide basis. The maximum amount of seniority attainable is 2080 hours per year.
- (b) P.R.V.S.I. - Day Program employees will accumulate seniority on the following basis:
- Seven point five (7.5) hours equals one (1) day of accumulated service.
 - Thirty-seven point five (37.5) hours equals one (1) week of accumulated service.
 - One hundred and sixty-two point five (162.5) hours equals one (1) month of accumulated service.
 - One thousand nine hundred and fifty (1950) hours equals one (1) year of accumulated service.
- (c) All other employees will accumulate seniority on the following basis:
- Eight (8) hours equals one (1) day of accumulated service.

- Forty (40) hours equals one (1) week of accumulated service.
 - One hundred and seventy-three (173) hours equals one (1) month of accumulated service.
 - Two thousand and seventy-six (2076) hours equals one (1) year of accumulated service.
- (d) Seniority will accrue if an employee:
- Is on any period of paid sick leave;
 - Is on any period of paid vacation;
 - Is on any period of WCB for up to one (1) year;
 - Is on an approved Parental/Maternity Leave
 - **Is on union leave as approved in Article 9.**

17:02 Seniority will be considered broken and services terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through the grievance and arbitration procedures of this Agreement; or
- (b) voluntarily quits or resigns; or
- (c) is absent from work without a written leave of absence for more than three (3) scheduled work days, unless a satisfactory reason is given by the employee; inability to communicate with the Employer will be considered a satisfactory reason; or

- (d) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given; or
- (e) has been laid off continuously for a period of twenty-four (24) months, or is called back to work after a layoff and does not return to work within five (5) calendar days of receiving a registered letter to the last address she gave the Employer, unless a return period of more than five (5) days is agreed to by the Employer and Employee after the employee receives her return to work notification.

17:03 An employee will retain but will not accrue seniority if;

- (a) she is absent because of illness or injury over three (3) months. Seniority will accrue only for the number of days of sick time the employee has accumulated and used; or
- (b) she is laid off for less than twenty-four (24) months; or
- (c) she is on a leave of absence in excess of thirty (30) days.

17:04 An employee will continue to accumulate seniority while on their trial period in a position outside of the bargaining unit.

17:05 The Employer agrees to post a seniority list one (1) month after the end of the fiscal year showing each employees accumulated hours for the past twelve (12) months, **regular bi-weekly hours**, and their total accumulated hours of employment. Any employee disputing their hours must provide documentation of errors within twenty (20) working days of the list being posted. A copy of the seniority list will be provided to the Union on a quarterly basis if requested.

17:06 Each employee will be provided with a print out, on their paycheck, by March 1st each year, showing their projected accumulated vacation time, accumulated sick time, accumulated

bank time, **regular bi-weekly hours**, and seniority. Any employee disputing the amounts recorded must provide written documentation of errors within twenty (20) working days of receiving the print out. The employee will put the request in writing and make an appointment with management to discuss the issues in dispute.

Article 18 Layoff and Recall

- 18:01** Layoff will be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement.
- 18:02** Where it is necessary to layoff employees, the following notice(s) shall be given:
- (a) Where the funding is client-driven, employees to be laid off will be given a minimum of two (2) weeks' notice or pay in lieu of notice not given.
 - (b) Where the funding relates to a program, employees with two (2) years or less of seniority will be given two (2) weeks' notice prior to layoff or pay in lieu thereof, and employees with more than two (2) years seniority shall be given four (4) weeks' written notice or pay in lieu thereof.
 - (c) Layoffs within the bargaining unit will be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the necessary qualifications, skill and ability to perform the required work. If qualifications and ability are relatively equal, then seniority will be the deciding factor. Layoff notices will state the reason(s) for the layoff and the expected duration of the layoff.

- 18:03** Any employee, upon receiving notice of layoff, shall have the right to bump a junior employee in any classification which is paid equal to or less than her/his own classification; pay in this context does not include additional rates for acting status, etc. The employee exercising bumping rights must have the ability and qualifications to perform the duties of the position into which he/she is bumping within thirty (30) calendar days.
- 18:04** For purposes of the agreement, “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competency; “ability” refers to mental and physical ability. The onus of proof rests with the Employer in any dispute where the Employer has made a determination with respect to an employee’s qualifications and ability and where that determination has an adverse effect on the employee (i.e. position denied, layoff occurs, call-back refused, etc.).
- 18:05** Employees who are laid off will be called back in order of seniority.
- 18:06** A new employee will not be hired to fill a bargaining unit position until all laid off employees have been given the opportunity of recall, subject to qualifications and ability.
- 18:07** Notice of recall to an employee who has been laid off will be made to the last known address filed by the employee with the Employer. Notice of recall will be sent by certified mail. A laid off employee must, within three (3) working days after receipt of notice, confirm her intention to return to work. The employee must return to work within five (5) calendar days of contacting the Employer, unless a later date is mutually agreed upon.

Article 19 Break Periods

- 19:01** Employees are granted two (2) twenty (20) minute rest periods in each full working day (seven (7) hours or more) or one (1) twenty (20) minute rest period in each half working day (three and one-half (3 ½) hours or more).
- 19:02** Break periods will be scheduled at a reasonable time, by the supervisor.
- 19:03** Arrangements to leave the premises during break periods must be made by the appropriate Team Leader.

Article 20 Statutory Holidays

- 20:01** The Corporation regularly observes these paid holidays:
- | | |
|----------------|----------------------|
| New Year's Day | August Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 20:02** The same will apply when other holidays are so proclaimed by Federal or Provincial Authorities. Management retains the right to allow an employee, who requests to do so, to take a regular working day off in lieu of the Holiday Pay for such a holiday. This day will be scheduled by mutual agreement of the employee and supervisor, providing no extra costs are incurred by the Employer.

- 20:03** The above-mentioned holidays shall be observed on days other than the calendar date when so proclaimed by Federal or Provincial authorities.
- 20:04** Persons that have been employed by the Employer at least thirty (30) calendar days, and have worked more than fifteen (15) of these days, and have earned wages for part or all of each day prior to and following the day of the holiday will receive holiday pay. In the case of shifts exceeding eight (8) hours, the total hours will be pro-rated to be based on eight (8) hour days to qualify for the holiday pay. (i.e. twelve [12] hour days/shifts = one hundred twenty [120] hours = fifteen [15] days of equivalency.)
- 20:05** Persons will be paid for the holiday if the shift prior to or after the holiday was not worked due to:
- (a) Death in immediate family.
 - (b) Absent because of prior permission.
 - (c) Jury duty.
 - (d) Certified illness.
- 20:06** Persons will not be paid for the holiday by the Corporation if the person is in receipt of Workers Compensation.
- 20:07** Employees required to work on a statutory holiday will be compensated at the rate of time and one half (1 ½ X) for all regular hours worked, and double time (2 X) for any premium overtime hours worked beyond their regular hours. Management approval must be given before incurring premium overtime hours.

- 20:08** When full-time or part-time employees work on a Statutory holiday they have the following options:
- (1) to be paid time and one-half (1 ½ x) for all regular hours worked; or
 - (2) to be paid straight time (1 x) for all hours worked and bank the half-time (½ x) portion (i.e. if the person works eight [8] hours they will be paid for eight [8] hours and bank four [4] hours).
- 20:09** Full-time employees in the Residential Programs scheduled to work the majority of Statutory Holidays as part of their regular schedule will have the option to request a leave for those days with no loss of pay. Payment received would be equivalent to the “stat” earned.

Article 21 Vacations

- 21:01** For the purpose of this Agreement the vacation year will follow the fiscal year.
- 21:02 Employees shall be entitled to take earned vacation credits on the following basis:**
- | | |
|---|-------------------------------|
| After one (1) year of accumulated service: | two (2) weeks vacation |
| After two (2) years of accumulated service: | three (3) weeks vacation |
| After five (5) years of accumulated service: | four (4) weeks vacation |
| After twelve (12) years of accumulated service: | five (5) weeks vacation |
| After twenty five (25) years of accumulated Service: | six (6) weeks vacation |

For the purposes of this Article, accumulated service shall be interpreted to mean two thousand and eighty (2080) hours worked.

- 21:03** (a) A projected vacation entitlement list will be posed by March 1st of each vacation year for the employee's review.
- (b) All vacation requests (first, second and third choice) must be submitted by April 1st of each vacation year.
- (c) The vacation requests will be approved or denied and the approved vacation list **and yearly vacation schedule will be posted by April 30th of each vacation year in the main office. Employees may request a photocopy.**
- (d) Requests for vacation submitted after the above deadlines will be approved based on operational requirements.
- 21:04** For the purposes of vacation calculation for part-time employees one hundred and seven-three (173) hours (Category A), or one hundred and sixty-two point five (162.5) hours (Category B) will be considered to be one (1) month of service.
- 21:05** Casual, term or part-time employees working less than ten (10) hours per week will have their vacation pay paid out on a bi-weekly basis.
- 21:06** Vacations will be allowed based on seniority subject to the operational requirements of the Employer. Vacation requests will not be unreasonably denied.
- 21:07** Vacation time will not accumulate from year to year except under special circumstances and by prior approval of Management.

- 21:08** In the event an employee dies, payment for unused vacation will be made to his estate.
- 21:09** In the event of verified illness or injury during the vacation period, the vacation credits will be returned to the vacation bank to be used at a future date.

Article 22 Compassionate Leave

Following successful completion of their probationary period, employees will be allowed:

- 22:01** Three (3) days off with pay for time off in the event of death in the immediate family. The immediate family is defined as mother, father, sister, brother, spouse or common-law spouse, child, foster child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, fiancé, step-parents, grandchild, any relative living under the same roof, common-law brother or sister-in-law and life partner, effective date of ratification.
- 22:02** (a) A further two (2) days can be granted without loss of pay if requested in order to attend a funeral more than five hundred (500) kilometres away.
- (b) Employees attending a funeral two hundred and fifty to five hundred (250 - 500) kilometres away may be granted an additional two (2) days without loss of pay, if severe weather conditions restrict travel. The employee will notify Management at the earliest opportunity if there are travel difficulties.
- 22:03** Requests can be made to Management to attend funerals of other close relatives or close friends and the requests will be

considered on an individual basis. These requests will be dealt with in a manner which is consistent among all employees requesting such leave.

- 22:04** One-half ($\frac{1}{2}$) day leave shall be granted without loss of salary or wages to attend a funeral as a formal participant (which includes Pallbearer, Eulogist, Service Participant or designated Honorary Pallbearer) in Dauphin and one (1) day leave without loss of pay if the funeral is out of town.
- 22:05** In the event of a death of a program participant/staff, or board member, those employees wishing to attend the funeral should notify the Management so proper arrangements in consideration of the specifics of each incident can be made.

Article 23 Maternity and Parental Leaves

Maternity Leave

- 23:01** An employee who qualifies for maternity leave may apply for such leave as set out below.
- 23:02** In order to qualify for maternity leave, a pregnant employee must:
- (a) have completed seven (7) continuous months of employment for or with the Employer,
 - (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- 23:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c) or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 23:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave days against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 23:05** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation.
- 23:06** Where an employee's anniversary date falls during the period of maternity leave, the employee shall receive her incremental pay

increase effective the date upon which she returns to her position of employment.

- 23:07** Sections 52 through 57.1(2) inclusive and Section 60 of The Employment Standards Code respecting maternity leave shall apply.
- 23:08** An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 23:09** For the purpose of calculating pension and other benefits of an employee when leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

23:10 **Parental Leave**

In order to qualify for Parental Leave, an employee must:

- (a) be the natural mother of a child, or
- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of a province.

23:11 An employee who qualifies under :11 must:

- (a) have completed seven (7) continuous months of employment, and
- (b) submit to the Director 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.

- 23:12** An employee who qualifies in accordance with :11 and :12 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 23:13** Subject to Section :15 Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes in the actual care and custody of the employee.
- 23:14** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Director.
- 23:15** An employee may end his or her Parental Leave earlier than the day set out in :12 and :13 by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
- 23:16** Sections 58(1) through 59.1(2) inclusive and Section 60 of the Employment Standards Code respecting Parental Leave shall apply.

Article 24 Leave of Absence

- 24:01** Any full-time, permanent employee of P.R.V.S.I. may be granted a leave of absence up to three hundred and sixty-five (365) days, solely in the discretion of Management where reasonable cause has been shown and sufficient staff are available to cover the employees absence and provided it does not interfere with the work schedule.

24:02 Requests for leave of absence will be forwarded to Management stating the reason for the leave and the length of leave requested. Management will respond to the request allowing sufficient time for any necessary arrangements which must be made in the workplace.

24:03 **Compassionate Care Leave**

- (a) An employee may apply for compassionate care leave of up to eight (8) weeks for the purposes of providing care to a family member with a serious medical condition with significant risk of death within a twenty-six (26) week period. Such leave shall be without pay and may be split in two (2) periods with no period of leave to be less than one (1) week.
- (b) In order to qualify for compassionate care leave, the employee must:
 - (i) have worked for the Employer for more than thirty (30) calendar days;
 - (ii) identify in writing to the Employer that the leave is being utilized to care for a spouse, a child or child of a spouse, or a parent or a parent of a spouse. Where the word spouse is utilized it is intended to include common law partner;
 - (iii) provide the Employer with a physician's certificate stating the opinion that there is a high risk of death within a twenty-six (26) week period;
 - (iv) provide the Employer with as much notice as is reasonably possible prior to the intended date of such leave.

- (c) Employees must provide at least one (1) weeks notice to the Employer if they wish to return to work earlier than expected.

- 24:04** Failure to return upon the expiration of a leave will be construed as termination of employment except where a valid reason exists or by approval of Management prior to the completion of the leave.
- 24:05** Seniority will not accrue during time of leave.

Article 25 Sick Leave

- 25:01** It is agreed by Management and the Union that earned sick leave entitlement will be granted by the Employer **for any pre-scheduled shift** where an employee is unable to be at work and perform her regular duties as a result of illness or injury. **It is understood that pre-scheduled shift means any shift signed up and authorized and received with your pay stub.**
- 25:02** Following successful completion of their probationary period, employees will be credited with, and accumulate sick days from their first day of work in accordance with :04 below.
- 25:03** Anyone who will be absent from work due to illness will notify their supervisor at least one (1) hour prior **to the commencement of a day shift, or three (3) hours prior to the commencement of an overnight shift,** or as soon after as the circumstances allow.
- 25:04** An employee will accumulate sick leave at the rate of one (1) day per accumulated month of service.

- 25:05** Employees working on or before February 20, 1995 will accumulate unused sick leave to a maximum of sixty-five (65) days.
- 25:06** Management reserves the right to require a medical certificate from an employee before approving sick leave benefits. Medical certificates will not be unreasonably requested.
- 25:07** The Employer may require an employee to undergo a thorough medical examination from a duly qualified medical practitioner acceptable to the Employer as a condition of continuing employment. The results will be provided to Management and to the employee and treated as confidential. These examinations will only be requested with good cause and the cost will be paid by the Employer.
- 25:08** Employees will be entitled to use five (5) days per year of their accumulated sick leave in order to attend to the care of **a family member or person who resides in the employee's home, and, in situations where the employee is the only family member able to attend to the care of an immediate family member as defined in Article 22:01, and, who does not reside in the employee's home.** These days will not accumulate from year to year. In the case of such leave utilized to attend to medical appointments related to the care of an immediate family member, payment shall include the travel and time involved for referral appointments at a distance.
- 25:09** **Where possible, employees on sick leave of a period of four (4) weeks or longer shall provide the Employer a date of return seven (7) calendar days previous to their return.**

Article 26 Benefits Plans

- 26:01** The parties agree that the following benefits will be provided for all employees who have completed their probationary period and are eligible under the rules of the plan currently in place:
- (i) Dental coverage.
 - (ii) Extended Health Insurance.
 - (iii) Disability Insurance.
 - (iv) Life Insurance.
- 26:02** The parties agree that the Pension Plan will be provided for all full-time and part-time employees who have completed their probationary period and are eligible under the rules of the plan currently in use.
- 26:03** Premium payment arrangements current as of the date of signing of the Collective Agreement will remain in place.
- 26:04** Any changes to these benefit or pension plans will be subject to negotiation between the Employer and the Union.

Article 27 Job Descriptions

- 27:01** Every position in the company has a job description that describes the duties, responsibilities, expectations and qualifications of the person who works in this position.
- 27:02** The job description will also delineate the lines of authority and communication.
- 27:03** Written job descriptions will be provided for each person working for the company.

27:04 When the duties of work in any classification are materially changed, or where an employee may be incorrectly classified, or when a position not covered in Appendix “A” is established during the term of this Agreement, the rate of pay will be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of the job in question, the dispute will be submitted directly to arbitration in accordance with Article 14 herein.

Article 28 Personnel Records

- 28:01** All personnel records are to be kept confidential and current in the Management office.
- 28:02** Upon written request of an employee, their personnel file will be made available for their full examination. This examination will be made with a P.R.V.S.I. representative present. The employee may have a Union Representative present if desired.
- 28:03** Upon written request, an employee may obtain copies of any documents on their file, at their own expense.

Article 29 Evaluation of Staff

- 29:01** All Staff will be the subject of a written performance appraisal to be completed by their supervisor on an annual basis. The Supervisor will review the appraisal with the employee who shall then sign the appraisal signifying he/she is aware of the contents. Employees have the right to place their own comments on the form, or to attach them to the form where adequate space is not provided. A copy of the completed document will be given to the employee once all signatures and comments are on it.

29:02 Evaluations are confidential and for internal use by Management.

Article 30 Health and Safety

- 30:01** P.R.V.S.I. and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that activities require the combined efforts of all involved.
- 30:02** P.R.V.S.I. will endeavour to provide its employees with safe working condition, equipment and materials, and will ensure that all reasonable precautions are taken.
- 30:03** The M.G.E.U. will make every effort possible to obtain the cooperation of each member within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 30:04** Every employee will take all reasonable precautions and follow all reasonable safety rules, practices, procedures in order to protect the employees safety and health and the safety and health of any other persons who may be affected by the workers acts or omissions.
- 30:05** The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns. The parties agree to the establishment of Committees are per the guidelines of the Manitoba Health and Safety Act and Regulations. The Workplace Safety and Health Committee will meet quarterly as established by the Act.

- 30:06** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor will not require or permit an employee to engage in, carry on, or continue in that workplace under that condition.
- 30:07**
- (a) Where an employee has reason to believe, and does believe that a condition or practice exists which poses a danger to her/his safety or health or to that of any other employee or any other person who may be affected by the employee's actions or performance of the work or practice, the employee shall report same to her/his supervisor.
 - (b) The supervisor shall forthwith inspect and/or review the condition or practice with the employee, and discuss with the employee, her/his reasons for believing the condition or practice to be dangerous. The co-chairs of the workplace safety and health committee may be asked to participate.
 - (c) If the employee is unsatisfied with the supervisor's decision, or the supervisor refuses to inspect or review the issue, the employee shall contact the Workplace Safety and Health Branch, Department of Labour, without delay.
 - (d) If the employee refuses to work because of the employee's belief that the condition or practice is dangerous to safety or health, the employee must be available to perform other work in the workplace and shall be so assigned.
 - (e) Nothing in this Article prevents the employee from doing any work or thing necessary to remedy the dangerous condition or practice, provided the employee is capable and qualified and has received the Employer's authorization to remedy the situation.

Article 31 Continuing Education

- 31:01** (a) P.R.V.S.I. encourages employees to further their education in job related areas. Courses that are made available through the Provincial Government or other agencies may be offered to staff, subject to Management approval, at no charge. Regular shift hours will be paid, however no overtime costs will be incurred.
- (b) The Employer encourages its employees to participate in the Disability and Community Support Certificate Program. Upon successful completion of the Program the Employer agrees to reimburse the employee one-half ($\frac{1}{2}$) of the cost of tuition and textbooks. Should the Provincial Government re-institute a subsidy to pay for a portion of the cost, then the Employer's share of the program shall be reduced accordingly. Any reduction in the Employer's contribution will not result in the employee having to pay more than one-half of the cost of the Program as outlined herein.
- (c) Any hours spent in class time shall be considered as credit for training hours in accordance with the current staff training policy, subject to the outcome of the Joint Committee's resolutions flowing from the Letter of Understanding Re: Training.
- 31:02** Any staff participating in any courses for which they wish to be reimbursed must have made arrangements prior to the start of any such course.
- 31:03** If the Employer initiates a job change and educational upgrading is required, P.R.V.S.I. will pay for the course.

- 31:04** Persons re-certifying First Aid outside working hours will be given the option of receiving pay at their regular rate of pay, (providing that such pay will not result in overtime costs) or allowed to bank time in lieu. P.R.V.S.I. will pay the cost of re-certification.
- 31:05** Staff may be required by the Employer to attend courses, conferences, or seminars. Time spent in attendance at such courses, conferences or seminars (actual class time) shall be considered as time worked. Staff will be paid the equivalent of scheduled shifts missed to attend required conferences, courses etc.
- 31:06** The Employer agrees to pay for authorized transportation, accommodation and meal expenses.

Article 32 Communication/Board Meetings

- 32:01** Regular meetings of the Board of Directors shall take place on the fourth Wednesday of every month and a list of dates of such meetings shall be posted in all work locations. Minutes of Regular meetings of the Board of Directors will be posted for all staff in the Administration Office. Confidential information may be deleted.
- 32:02** Questions of clarification and comments should be directed to Management, or Board members when Management is not available.
- 32:03** Staff can attend Board meetings as visitors and enter discussion if requested by the Board. Staff may be asked to leave if there is confidential Board business to be discussed.

Article 33 Notice of Retirement and Exit Interviews

- 33:01** All employees who plan to resign or retire will notify Management in writing at least two (2) weeks prior to their last day of work.
- 33:02** An employee may, with the approval of Management, withdraw the notice of resignation or retirement up to five (5) working days before the resignation or retirement becomes effective. Withdrawal of notice will not be unreasonably denied.
- 33:03** Notice of withdrawal will be provided to Management in writing
- 33:04** Where the last day of work falls on a day that is a statutory holiday, the employee will be deemed to have worked that day and will be eligible for holiday pay that Friday.
- 33:05** All staff leaving the employment of P.R.V.S.I. will be given the opportunity to participate in a verbal or written exit interview. This will be held prior to the last day of employment.

Article 34 Jury or Witness Duty

- 34:01** All employees summoned to jury duty or who receive a summons or subpoena to appear as witness in a court proceeding other than a proceeding occasioned by the employee's own affairs will be paid wages equivalent to their earnings for the day as if they had been working. This does not apply if the employee is excused from jury duty and a reasonable amount of time remains to allow them to return back to work, and they fail to return to work.
- 34:02** Fees received from the court are to be turned over to the Employer in return for payment of wages. Any fees exceeding

the amount of wages that would have been earned on that day will be retained by the employee.

- 34:03** This Article will apply to part-time employees only on those days that they were scheduled to be at work.

Article 35 Car & Travel Allowance

- 35:01** Effective April 1, 2012 the Employer is in agreement to have mileage and meal allowances reflect the Provincially negotiated rates.

Mileage - \$0.41/km

There will be a minimum payment of \$2.00 per round trip.

Effective April 1, 2012:

Meals	-	Breakfast	\$7.35
		Lunch	\$9.35
		Supper	\$16.20

Parking - Claims will be reimbursed with the submission of parking receipts.

- 35:02** Mileage will be paid in accordance with the Department of Highways Distance Guide.
- 35:03** All travel claims must be submitted on an approved expense claim form and signed by the employee and Management before expenses will be reimbursed.
- 35:04** Where possible, private vehicles are not to be used for P.R.V.S.I. business. If it is not possible to use a P.R.V.S.I. vehicle for work related business then a private vehicle may be used under properly authorized conditions.

- 35:05** It is the vehicle owner's responsibility to ensure that there is adequate and proper insurance for the vehicle and passengers.

Article 36 Driver's License

- 36:01** All staff are responsible to make sure they have the appropriate class license in order to drive P.R.V.S.I. vehicles.
- 36:02** All staff will provide a copy of their driver's license and a driver's abstract when they commence employment and are to provide an updated license every time it is renewed.
- 36:03** Staff may be asked for an updated abstract of their driver's license anytime during employment. The cost of this abstract will be paid by P.R.V.S.I.
- 36:04** Staff are required to immediately report any driving offenses or suspension of their driver's license to Management. Documentation of the offence will be provided.
- 36:05** Notwithstanding the above, Management may require that an employee maintain a valid Driver's License with appropriate class for class of vehicle to be operated in the course of employment. Insofar as a conviction under the Highway Traffic Act may affect an employee's right to hold a valid Driver's License, such convictions or records of convictions will be relevant to the employee meeting Management's condition that they maintain a valid Driver's License.
- 36:06** An employee who has had their Driver's License suspended must provide a copy of their license and abstract when the license is reissued. The employee will pay the cost of the abstract.

Article 37 Bulletin Boards

37:01 P.R.V.S.I. agrees to allow the Union the use of space on existing bulletin boards at each work location for the purpose of posting Union information provided such information posted does not contain anything that is adverse to the interests of the Employer.

Article 38 Confidentiality

38:01 All employees are responsible to the Employer to uphold professional ethical standards of confidential discretion.

38:02 No employee is to disclose personal or confidential information concerning clients, family members or staff, without prior informed consent and explicit authorization of Management. All requests for information regarding residents, clients or staff, will be directed to the Management.

38:03 Where it is deemed appropriate to provide information regarding:

- (1) The resident or client
- (2) The residents care, education, vocation, treatment
- (3) Incidents of significance in the residents history or present situation
- (4) Information on the residents past and present relationship with family
- (5) Any program, past, present or future plans for the resident
- (6) Or any other information regarding the resident's/client's/family's activities or circumstances, staff will do so only after taking reasonable steps to ensure the

complete accuracy of the information provided and the necessity of providing that information to the person(s)/agency receiving the information. All requests for information regarding residents, clients or staff shall be directed to the Management.

- 38:04** Staff will limit exchanges of confidential information to appropriate settings such as private offices or closed meeting rooms.
- 38:05** Where it is deemed appropriate to share information the person receiving the information must be informed that the information is confidential and not to be shared with others without prior consent.
- 38:06** Parkland Residential and Vocational Services Inc. files are to be maintained in a secure location.
- 38:07** Confidential files should at no time be removed from the program facility.
- 38:08** Exceptions may be permitted when:
- IPP are held
 - prior consent from program manager
- 38:09** When removed, files are to be “signed out” and “signed in” in the residents daily log.
- 38:10** Those persons who have access to confidential files without prior consent are:
- Permanent Staff and Case Workers,
 - Community Service Workers,
 - Parents or Guardians of Residents,

- Admission/Discharge Committee,
- Board Contact.

38:11 Those persons who require prior consent are:

- Volunteers,
- Friends of Residents,
- Agencies indirectly related to residents care and supervision,
- P.R.V.S.I. staff from a different program,
- Probationary Staff - information will be given on an as needed basis.

38:12 Breaches of confidentiality are deemed to be violations of staff terms of employment.

Article 39 Harassment

39:01 The Employer and the Union agree that no form of harassment will be condoned in the workplace and it is also agreed that both parties will work together to recognize and deal with these problems when they arise. **All complaints as defined herein and/or in the Employer's Respectful Workplace Policy will be handled pursuant to the Policy, as it may be amended from time to time with mutual consent from the Employer and Union, such consent not to be unreasonably denied. Use fo the Policy does not preclude situations involving allegations of any type of harassment being processed as grievances by the victim.**

- 39:02** Where the alleged harasser is the person who would normally deal with the first step of these grievances, the grievances will automatically be sent forward to the next step.
- 39:03** No information relating to the grievors or alleged harasser's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 39:04** Sexual harassment may be defined as sexual comments or behaviour which create an uncomfortable or threatening working environment.
- 39:05** Racial harassment may be defined as differential treatment, or policy, which is based on race, colour, nationality or ethnic origin; or any racial comments or behaviour which create an uncomfortable or threatening working environment.
- 39:06** Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Confidentiality

- 39:07** (a) All complaints, investigations, hearings and information about the case will be treated with utmost confidence, and in an expeditious manner.
- (b) Any breach of confidentiality may be the subject of further grievance and/or be subject to disciplinary proceedings.
- 39:08** Situations of racial and sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.

Situations of personal harassment, while not discrimination, will be eligible to be processed as grievances.

Violence

- 39:09** The Employer and the Union agree that no form of violence will be condoned in the workplace, and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment will be able to be processed as grievances by the victim.

Violence is defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

The Employer agrees to develop and implement explicit policies in conjunction with the Union to deal with violence.

- 39:10** In the event of violence or harassment initiated by individuals receiving service from P.R.V.S.I., each situation will be dealt with on an individual basis.

Article 40 Essential Services

- 40:01** It is agreed by the parties that in the event of a strike, essential services will be maintained **as outlined by the following:**

(a) The following staff will remain on duty:

- 1. Personal Support**
- 2. One (1) Staff person working in each residence.**

- (b) The staff working in each residence will be selected by the Union;**
- (c) Staff working will receive full pay, at straight time rates, and benefits for all hours worked, including “sleep time”;**
- (d) Should any other bargaining unit staff be allowed by management to return to work during a strike, this Article will become null and void and essential services will not be maintained.**

Article 41 Safety Footwear

- 41:01** Where an employee is required to wear approved safety shoes in the course of his/her regular duties, the employee shall be entitled to receive reimbursement for the cost of such safety shoes up to a maximum reimbursement of seventy dollars (\$70.00) per twelve (12) month period.
- 41:02** The allowance will be paid under the following conditions:
- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
 - (b) satisfactory proof of purchase must be provided by the employee to the Employer; and
 - (c) the employee will be reimbursed within one (1) calendar week of filing the receipt/claim.
- 41:03** A new employee hired into a position where safety shoes are required, shall purchase their own safety shoes, and upon successful completion of the probationary period, shall be reimbursed by the Employer in accordance with this Article.

Article 42 Employee Assistance Program

42:01 The cost of the Employee Assistance Program will be on a fifty-fifty (50/50) cost shared basis between the Employer and the employees. The parties hereto agree that alcohol and drug dependencies are illnesses and that dependencies and personal life crisis issues may adversely affect an employee's work performance. The parties agree to provide assistance to an affected employee, including:

- (i) facilitating access to local help resources;
- (ii) granting sick leave with pay where such employee has sick leave credits or granting personal leave without pay where such employee has no sick leave credits in order to permit the employee to participate in residential in-patient or out-patient services;
- (iii) to provide time off without pay for the employee to attend to local assistance resources;
- (iv) to assist in any way mutually agreeable between the Union and the Employer.

42:02 The Employer and the Union agree that all activities undertaken per :01 above, will be conducted expeditiously and confidentially.

Article 43 Benefit Accumulation

43:01 The parties agree that hours and benefits accumulated in different programs will be cumulative rather than being treated independently.

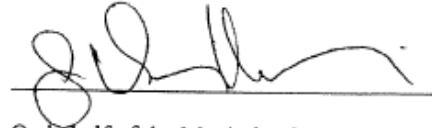
Article 44 Shift Premium

- 44:01** All employees on a shift other than a recognized day shift shall be paid fifty cents (\$0.50) per hour shift premium for all time worked between 4:00 p.m. of one (1) day through to 8:00 a.m. of the next day following.
- 44:02** The shift premium shall not be calculated into overtime, sick leave, vacation or other employee benefits.

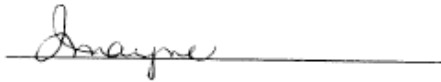
Signed this 16TH day of SEPTEMBER, 2011.



On behalf of Parkland Residential
and Vocational Services Inc.



On behalf of the Manitoba Government and
General Employees Union



On behalf of Parkland Residential
and Vocational Services Inc.



On behalf of the Manitoba Government and
General Employees Union

Schedule “A”

Hours	0-1040 1-6 mo	1040-2080 6 mo – 1 yr	2080-4160 1 – 2 yrs	4160-6240 2 – 3 yrs	6240-8320 3 – 4 yrs	8320-10400 5 yrs & up
Classification						
Worker 1	10.43	10.69	10.98	11.28	11.57	11.90
Worker 2	11.92	12.00	12.31	12.66	12.99	13.36
Worker 3	13.08	13.43	13.80	14.20	14.57	14.97
Team Leader	13.22	13.56	13.95	14.33	14.72	15.10
Personal Support	12.31	12.64	12.99	13.36	13.72	14.10

Year 1 0% Increase

Year 2 Effective April 1, 2012, the per diem increase given by the Government will be applied directly to employee wages.

Effective April 1, 2012, a Support Worker 1 employee who has successfully completed their probationary period shall be reclassified to a Support Worker 2 if:

- (a) She/he has a complete Grade 12 or reasonable equivalent; and
- (b) She/he has successfully completed the Foundations course; and
- (c) She/he has worked 3,120 hours.

Effective April 1, 2012, any current employee in the Worker 1 classification hired without Grade 12 or a reasonable equivalent, but having completed the Foundations course and has completed 3,102 hours shall be placed in the Worker 2 classification.

Memorandum of Agreement

Between

Parkland Residential & Vocational Services Incorporated

And

Manitoba Government and General Employees Union

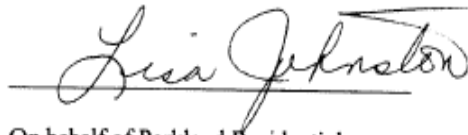
Re: Full-time and Part-time Employees Going to Casual Status

Where a Full-time or Part-time employee serves notice of vacating their position and where the employee expresses an interest (prior to their last day of work) in remaining as a casual employee, the following shall apply:

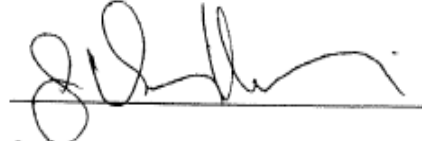
- (i) The Employer, at its sole discretion will determine whether or not the employee can remain on the Casual List, and that decision will be final and binding;
- (ii) The Employer will advise the employee of its decision within three (3) days of the request;
- (iii) Where the Employer agrees to the employee remaining as a casual employee, the employee shall retain his/her present rate of pay and placement on the salary scale.

When P.R.V.S.I. agrees to retain the services of the employee on a casual basis, the employee shall retain their seniority hours accrued and shall be placed on the casual seniority list in accordance with their accumulated seniority hours.

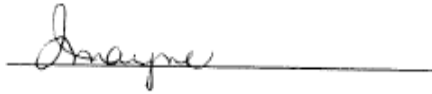
Signed this 16TH day of SEPTEMBER, 2011.



On behalf of Parkland Residential
and Vocational Services Inc.



On behalf of the Manitoba Government and
General Employees Union



On behalf of Parkland Residential
and Vocational Services Inc.



On behalf of the Manitoba Government and
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