

Collective Agreement

between

Regional Occupational Service Enterprises

(hereinafter referred to as the “Employer”)

of the first part

and

**The Manitoba Government and General
Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part

November 12, 2010 – November 7, 2013

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Preamble

The purpose of this Collective Agreement between the Employer and the Union is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation. The parties share a mutual responsibility in recognizing that the principal consideration at all times is the rights, care and welfare of the Employer's clients.

Article 1 Interpretation

1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) “authorized overtime” shall mean overtime authorized by the employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”;
- (b) “classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same pay schedule applied to, all positions in the group;
- (c) “continuous service” or “continuous employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary layoff, while not considered a break in service, shall not be counted in the total continuous service.

Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal layoff = nine and one-half (9 ½) years continuous service;

- (d) “dismissal” means the removal for disciplinary reasons from a position of employment for just cause;
- (e) “employee” means a person employed in a position in the bargaining unit;
- (f) “increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;
- (g) “Full-Time Employee” means an employee who holds a position designated as such by the Employer as full-time, and who regularly and on a recurring basis works thirty (30) or more hours per week;
- (h) “Part-Time Employee” means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in (g);
- (i) “Casual Employee” means a person other than a full-time or part-time employee who is employed on an irregular or unscheduled basis. New employees may be hired on a casual basis until assigned to Full-time or Part-time employment;
- (j) “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant from a third party for training projects. A grant employee shall not displace a full-time or part-time employee position. A grant employee is not included in this Agreement.
- (k) “term employee” means an employee engaged for a specified period of time or until completion of a particular project or special assignment. Term positions will be posted internally for ROSE Inc. employees before outside candidates are considered for the position. Employees will be returned to their pre-term status when

the term position expires. The union will be informed of all term positions of six (6) months or longer;

- (l) “promotion” means a change of employment from one (1) position to another having a higher maximum salary;
- (m) “transfer” means the removal 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;
- (n) “Union” shall mean the Manitoba Government and General Employees’ Union;

1:02 Wherever the masculine is used in this Agreement, it shall be construed as meaning the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

Article 2 Recognition

2:01 The Employer recognizes the Manitoba Government and General Employees’ Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate No. 6767 except those covered by other collective agreements and those excluded by the Act.

2:02 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppages of work, slowdowns or any concerted action that affects client care, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 33 hereof. If there is any strike action taken after the expiry of this collective agreement, the Union agrees to give the Employer a minimum of two (2) weeks' written notice specifying the date and time of such action, in order for the Employer to make appropriate arrangements for the care of the Employer's clients. No such work stoppage shall operate so as to deny essential services to the Employer's clients. If the parties have not agreed to an essential services agreement

within seven (7) calendar days of notice of the strike/lockout, the issue shall be referred to Arbitration under Article 33 on an expedited basis, with the decision rendered prior to any strike.

- 2:03** This Agreement shall apply to all employees employed by Regional Occupational Service Enterprises Incorporated (ROSE Inc.) in classifications listed in Appendix "A" which is attached to and forms part of this Agreement.
- 2:04** No work of the classifications as described in Schedule "A" will be performed by anyone other than the members of the bargaining unit except in emergency circumstances which may arise from time to time. Such emergency work shall not reduce hours for, or result in the layoff of, members of the bargaining unit.

Article 3 Duration of Agreement/Renewal

- 3:01** This Agreement shall be effective from November 12, 2010 up to and including November 7, 2013, and shall remain in full 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 at least ninety (90) days prior to the expiration date of this Agreement. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 3:02** The party giving notice shall present its proposals in writing to the other party within thirty (30) days following such notice. This time limit may be changed by mutual agreement between the parties.
- 3:03** This Agreement may be amended during its term by mutual agreement in writing.

Article 4 New Classification(s)

4:01 Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified of the new classification and the rate to be paid. If the Union disagrees with the rate stated by the Employer, it may challenge the rate through the grievance and arbitration provisions of this Agreement. The application of this clause shall not be deemed to constitute the re opening of this Agreement.

Article 5 Pay

5:01 Employees shall be paid in accordance with Schedule A attached to and forming part of this Collective Agreement.

5:02 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 plan that is, if possible, more than the rate of pay the employee was being paid in the employee's former classification. The employee's anniversary date does not change when the employee changes classifications.

5:03 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 as high or higher at a step closest to their regular rate of pay. This shall only apply to temporary assignments of three (3) hours or more. Upon completion of the temporary assignment, the employee will return to her former position at her regular rate of pay.

5:04 Employees working an overnight “stay awake” shift will receive a shift premium of \$1.00 per hour for all completed hours worked from 10:00 p.m. to the end of their scheduled shift on top of their regular rate of pay.

5:05 Employees working between 4:00 p.m. and 10:00 p.m. in any of the residences or in the Supported Independent Living program, Monday to

Friday will receive a shift premium of \$0.25 per hour for each such completed hour worked on top of their regular rate of pay.

- 5:06** Employees working Saturday and/or Sunday in any of the residences or in the Supported Independent Living program, will receive a shift premium of \$0.25 per hour for each such completed hour worked on top of their regular rate of pay.
- 5:07** The shift premiums referred to in 5:04, 5:05 and 5:06 above are not to be applied when the employee is receiving overtime or general holiday compensation.
- 5:08** The Employer will investigate the feasibility of paying wages based on direct deposit. Whether paid by cheque or direct deposit, employees will receive a statement (written or electronic) of gross pay, deductions and net pay. The parties will work together to make the transition to direct deposit the least disruptive possible.

Article 6 Merit Increases

- 6:01** A full-time employee who is not at the maximum pay of his classification is eligible to be granted one merit increase on his pay scale upon satisfactory completion of one year's accumulated service in his classification since the employee's last increment or since the employee's start of employment. The Employer will determine whether the merit increment is warranted. Increments will not be unreasonably withheld.
- 6:02** A part time employee who works more than thirty (30) hours/week is eligible to be granted his merit increment on an annual basis, as in 6:01. A part time employee who works less than thirty (30) hours/week will receive increments on the basis of one (1) increment for each 1560 hours worked or one year's service, whichever occurs later. In the case of the increment being applied to the 1560 hours, it shall be applied to the pay period following the completion of 1560 hours worked.

Article 7 Probation

- 7:01** All employees shall be on probation for a period of six (6) months. An employee who is terminated during his probationary period may appeal to the Executive Director. Termination of employment during the probationary period shall not proceed through the Grievance or Arbitration Procedure.
- 7:02** Every appeal to the Executive Director shall be commenced within three (3) working days of the date which the appellant became aware of the termination. Every appeal shall be submitted in writing, setting out the basis of the appeal.
- 7:03** (a) Within fourteen (14) days of the receipt of the appeal, the Executive Director shall hold a hearing or direct a hearing to be held to ascertain the facts relating to the subject matter of the appeal.
- (b) Within seven (7) days of the end of the hearing, the Executive Director shall render a decision on the appeal and that decision shall be final and binding upon the parties concerned.
- 7:04** Upon successful completion of the probationary period, the employee's seniority shall be retroactive to the employee's initial date of hire.

Article 8 Management Rights

- 8:01** All the functions, rights, personnel 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 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.

8:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 9 No Discrimination

9:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, membership in the Union or activities in the Union.

Article 10 Disciplinary Action

10:01 An employee shall only be disciplined for just cause.

10:02 A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a union steward present, or a union representative if that would not unduly delay the disciplinary hearing.

10:03 Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.

10:04 A post-probationary employee may grieve disciplinary action in accordance with the Grievance Procedure.

Article 11 Employee Files

11:01 There shall be one personnel file maintained by the Employer for each employee.

11:02 Upon written request, an employee has the right to examine, with or without a Union Representative, the personnel file kept by the Employer for that employee. Such examination shall be in the presence of the Employer or his designate.

- 11:03** An employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and reply to any such document. Such reply shall also be placed in her personnel file. Upon written request and payment of a reasonable cost, the employee shall also receive an exact copy of any document forming part of her file.
- 11:04** Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Article 12 Resignations

- 12:01** Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform her regular duties. An employee who informs her supervisor orally or in writing that she is resigning her employment and who conducts herself in a manner consistent with an intention to resign shall be deemed to have provided a written notice of resignation.
- 12:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs her regular duties.
- 12:03** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may be given, if it is mutually agreed by the Employer and the employee, and employment will end on the earlier date.
- 12:04** The Employer will make available within ten (10) business days after termination, all statutory amounts due to the employee as soon as practicable.

12:05 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date.

12:06 An employee may, but only with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

Article 13 Hours of Work

13:01 Regular hours of work for all full time employees will be:

- (a) a maximum of twelve (12) hours per day including meal periods only in the residential programs and rest periods; and
- (b) a maximum of one hundred and sixty (160) hours in a four (4) week period.
- (c) a maximum of six (6) hours per day, with a one-hour unpaid lunch break, for time spent in the day program, but a day program employee may supplement their time in the residential programs, subject to the hours in (a) and (b) above.

* Meals in the residential programs shall be provided by the Employer and taken with the residents.

13:02 Shift schedules for a period of not less than four (4) weeks shall be posted at least two (2) weeks before the beginning of the scheduled period. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.

13:03 Hours in one program may be added to hours in another program to make up a complete shift.

13:04 An exchange of shifts between employees requires the Employer's approval and shall not result in any additional cost to the Employer. If there is a failure to attend, the replacing employee will bear the disciplinary responsibility.

- 13:05** Days of rest shall be scheduled on a consecutive basis except where operational requirements do not permit, or the employee consents.
- 13:06** Full time employees shall be scheduled every other weekend off except where operational requirements do not permit, or the employee consents. If a majority of employees in a program (such as the 7/24 care residence) support a schedule with consecutive weekends on duty followed by consecutive weekends off, this will be deemed to be employee consent for all employees in that program.
- 13:07** Any variations to the work day or work week as identified in 13:01 shall only be changed by mutual consent of both of the parties hereto.
- 13:08** All extra hours of work and overtime shall be offered in a descending order of seniority first among the full-time, then to part time and then to casuals, if the senior employee has the skills, experience and compatibility required for the available work. This priority will not apply if it results in unnecessary overtime costs for the Employer.
- 13:09** Employees shall receive a minimum of three (3) hours at the appropriate rate of pay when they have a scheduled shift cancelled and have not received a minimum of twelve (12) hours' notice of such cancellation, or the employee may be assigned to another work location or function.
- 13:10** Employees shall be entitled to a rest period of fifteen (15) minutes for every three hours worked in the Day Program, or every four (4) hours worked in any of the residences.
- 13:11** Employees will be scheduled a minimum of twelve (12) hours off between the end of one (1) shift and the beginning of the next shift, unless the employee agrees to a shorter time, such agreement not to be unreasonably denied.
- 13:12** 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 clients necessitate attendance.

- 13:13** Nothing in this agreement is to be construed as providing a guarantee of any particular hours of work or number of hours of work. Shifts may be altered due to client absence, the return to work of an absent employee, shortage of staff requiring additional hours of work, or other operational reasons.

Article 14 Sleepover Rates

- 14:01** Employees performing sleepovers will be compensated a premium of forty-five (\$45.00) per night for rest or sleep time. Employees who are required to perform unscheduled duties during the designated rest period, will be compensated in accordance with the collective agreement for any time worked.
- 14:02** Each sleepover will qualify for eight (8) hours of seniority. Updates to the seniority list will reflect the sleepover's seniority equivalent according to the number of sleepovers worked by the employee. Seniority will accrue to a maximum of 2080 hours per year.

Article 15 Overtime

- 15:01** Overtime shall be all time authorized by the Employer and worked in excess of twelve (12) hours per day or one hundred and sixty (160) hours in a four (4) week period in accordance with Article 13.
- 15:02** Overtime shall be paid at the rate of time and one-half (1 ½ x) times the employees' rate of pay.
- 15:03** At the employee's direction, overtime shall be compensated by paying the employee for all overtime worked at the applicable overtime rate or overtime may be compensated by the granting of time off at overtime rates, and which can be taken at a later date that is mutually agreeable to the employee and Employer. If the employee does not specify that she is

banking the overtime, it will be paid out. Banked overtime not used within six (6) months, or prior to March 31 in any year, will be paid out.

- 15:04** A full-time employee who is not at work and who is called in to work outside his/her regularly scheduled hours, shall be paid a minimum of three (3) hours' pay at the overtime rate if applicable, or at her regular rate if her hours remain less than one hundred and sixty (160) in a four (4) week period. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the normal start time of their shift or to employees who work at a time immediately following their normal shift.

Article 16 Client Vacations

- 16:01** During client vacations and trips, the Employer and the Union agree to the following:
- (a) each employee shall receive one hundred and fifty dollars (\$150.00) and a thirty dollar (\$30.00) meal allowance for each twenty four (24) hour period.
 - (b) employees shall not be required to accompany clients on vacations and trips. Such work shall be voluntary.

Article 17 Training/Recertification

- 17:01** All mandatory staff training and recertification shall be provided at the expense of the Employer, for both tuition and paid time, other than the required Red River Foundations in Disability and Community Support program or the preliminary first aid training, for which the tuition is paid but the time is unpaid. An employee scheduled to take training on a regularly scheduled day of work shall not lose pay for attending any training. An employee who fails to attend scheduled training without good and sufficient reason will reimburse the Employer any tuition expenses or any other approved expenses paid on her behalf.

- 17:02** All staff when required to take training outside of the Ste. Rose area will be compensated for travel and meal expenses as per Article 43 unless travel and reasonable meals are provided by the Employer.
- 17:03** New employees will be given a minimum of twelve (12) hours of orientation when hired, including a minimum of four (4) hours of orientation specific to each work location before being allowed to work alone there. The parties agree that the article refers to a minimum of hours required for employee orientation and that this wording will not restrict the Employer from providing more orientation than the minimum.

Article 18 Seniority

- 18:01** Seniority shall mean the total of all hours paid at the employee's regular rate of pay from the time the employee last entered the service of the Employer to the last time his/her name appears on the payroll. The maximum amount of seniority attainable is 2080 hours per year.
- 18:02** Seniority will terminate if an employee:
- (a) resigns or retires;
 - (b) dies;
 - (c) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
 - (d) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
 - (e) is laid off for more than twelve (12) months;
 - (f) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer, or fails to report for work without an acceptable

explanation for a period of two (2) or more consecutive days of work;

- (g) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (h) is continuously absent for a period of thirty-six (36) months due to illness or injury, and cannot then be accommodated to work without undue hardship.

18:03 1Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers Compensation benefits of up to one (1) year;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved parenting leave;
- (h) is on an approved compassionate care leave;
- (i) is accompanying a client as identified in Article 16 the employee will accrue seniority at the rate of a minimum of eight (8) hours for every twenty four (24) hour period, or portion thereof, or the hours the employee would normally have worked on these days if greater than eight (8) hours.

18:04 Seniority will be retained (subject to Article 18.02 above) but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;

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

18:05 The Employer agrees to maintain a seniority list showing the seniority accumulated by an employee during the calendar year. This list shall be updated each year and sent to the Union by March 31st of the following year, and, shall also be posted in each work location.

Article 19 Layoff and Recall

19:01 In the event of a permanent lay off, employees shall receive notice or pay in lieu of notice as follows:

- (a) Less than five (5) years service, a minimum of four (4) weeks,
- (b) At least five (5) years and less than ten (10) years of service, six (6) weeks, or
- (c) At least ten (10) years of service, eight (8) weeks.

19:02 Where skills, ability and compatibility with the remaining clients in the program are relatively equal, employees shall be laid off in reverse order of seniority.

19:03 Notice of permanent layoff shall be given by personal service or by e-mail to the employee and a copy of the notice will be provided to the Union.

19:04 An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.

19:05 No new employee shall be hired to fill vacancies when employees who are eligible for recall are qualified, able and available to fill the vacancy.

19:06 Employees on layoff are to be recalled in reverse order of layoff. Such recall shall be made by personal delivery or e-mail, and shall provide for

a minimum of one (1) week's notice to report back to work, unless the Employer and employee agree to a shorter period. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. The employee shall return to work within fourteen (14) calendar days of receipt of the notification. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

- 19:07** An employee recalled to work in a different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.
- 19:08** To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, including street and e-mail address if applicable, and further, must inform the Employer of any address changes.
- 19:09** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 19:10** Accumulated vacation entitlement shall be paid out at time of layoff, unless the parties agree otherwise.
- 19:11** Employees who are absent from work due to an approved leave of absence shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 19:12** Where an employee alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.

Article 20 Holidays

20:01 The following are recognized holidays for purposes of this Agreement:

New Year's Day	Civic Holiday (first weekend in August)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Government.

20:02 An employee shall be entitled to her regular pay for the holidays listed in 20:01 above, and when required to work on the holiday, in addition to her regular pay, shall be compensated at one and one-half (1 ½ x) times their regular rate of pay for all hours worked, or may be compensated by the granting of time off at the applicable rates and which can be taken at a later date that is mutually agreeable to the employee and Employer.

20:03 There shall be a rotation ensuring that employees shall not be required to work on both Christmas Day or New Years Eve in any one season, unless the particular employee consents to working both of these days. The rotation shall also ensure that employees shall not be required to work Christmas Day any two (2) years in succession, unless the employee consents to working successive Christmas Days.

20:04 Eligible part-time employees shall receive holiday pay based on five per cent (5%) of their straight time earnings during the four (4) week period prior to the holiday.

Article 21 Vacation

21:01 For purposes of this Agreement, a vacation year is the period beginning on April 1st and ending on March 31st of the next year.

21:02 Annual vacation shall be earned at the rate of:

- 4% of all paid hours commencing in the 1st year of employment;
- 6% of all paid hours commencing in the 3rd year of employment;
- 8% of all paid hours commencing in the 7th year of employment;
- 10% of all paid hours commencing in the 12th year of employment;

21:03 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

21:04 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 21.01.

21:05 Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Subject to operational requirements, priority in the selection of dates shall be given to the employees having the most seniority.

An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Article 22 Sick Leave

- 22:01** Sick leave is provided to an employee to protect her from loss of earnings to the extent of her earned sick leave credits when she is incapacitated by illness, injury, quarantine or for an absence as a result of a claim that is pending a decision of the Workers Compensation Board.
- 22:02** An employee shall earn sick leave with pay credits calculated on the basis of eight hours sick leave for each completed one hundred and sixty (160) hours of accumulated service.
- 22:03** When an employee is unable to report to work due to illness or injury, she shall report this to her immediate supervisor and her work location, as soon as possible but in any event at least one (1) hour prior to the commencement of a day shift, or three (3) hours prior to the commencement of any other shift, or as soon thereafter as the means of communication permit.
- 22:04** Prior to returning to duty while on sick leave, an employee shall inform her immediate supervisor of when she expects to return to duty as soon as she learns the date when she will be fit to return.
- 22:05** The Employer may require a medical certificate to substantiate an employee's claim for sick leave for periods of three (3) consecutive days or more, or in circumstances where absences are frequent.
- 22:06** Days off and holidays which fall within the period of sick leave shall not be considered a part of, or charged to the employee's accumulated sick leave.
- 22:07** An employee may use up to forty (40) hours sick leave in any one (1) calendar year for illness of a spouse, child, or parent.

Article 23 Bereavement Leave

- 23:01** Employees shall be given up to 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, son-in-law, daughter-in-law, fiancé, step-parents, grandchild, any relative living under the same roof, common-law brother or sister-in-law and life partner.

- 23:02** An employee who is entitled to bereavement leave under Section :01 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 23:03** Provided an employee has not received bereavement leave for the death in question, the employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 23:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance (in excess of four hundred (400) kilometres) from the employee's home.
- 23:05** Eligible part-time employees shall receive bereavement leave pay based on five per cent (5%) of their straight time earnings during the four (4) week period prior to the holiday.

Article 24 Parental Leaves

- 24:01** Maternity Leave shall be granted in accordance with the provisions of The Employment Standards Code, as it may be amended from time to time.
- 24:02** Parental Leave shall be granted in accordance with the provisions of The Employment Standards Code.
- 24:03** The Employer will post a current copy of the applicable legislation on the bulletin board in its office.

- 24:04** An employee on maternity leave may use her available sick leave accumulated for days when she is medically unable to work.
- 24:05** Time when an employee is absent due to parental leaves will be counted as time served for the purpose of vacation entitlement in Article 21.02.

Article 25 Leave of Absence

- 25:01** Leaves of absence with or without pay may be granted for a period for a good and sufficient reason. 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. Shortage of staff shall be a valid reason for a refusal to grant leave of absence under this Article. Leave of absence will not be granted to pursue paid employment elsewhere.

Article 26 Workers Compensation

- 26:01** 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.
- 26:02** 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.

Article 27 Union Business

- 27:01** 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 by providing the employee with a letter of request. The employee shall

submit the letter to her immediate supervisor who shall forward the request to the Employer for approval.

- (b) Requests for leave shall be made with reasonable advance notice but not less than five (5) business days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the five (5) business 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.

27:02 (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have up to one (2) employees present at each bargaining session on a time-off without pay basis. The Employer shall pay employees for such time spent when it occurs during scheduled work hours and the Union shall reimburse the Employer as in Article 29:02 (c) above.

- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives to serve on the committee for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

27:03 All approved Union leave shall be processed for wage recovery plus benefits costs according to the employees previously scheduled hours with the time recorded as seniority and service for all benefits.

Article 28 Union Security

28:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the

Union, by payroll deduction, an amount equal to the monthly membership dues determined by the Union.

- 28:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a monthly basis.
- 28:03** The Employer shall provide the Union on a monthly basis the names and addresses of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 28:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 28:05** Upon written request from the Union, to be made no more frequently than once per year, the Employer shall provide to the Union in writing a list showing the names of all employees in the bargaining unit together with their classification and current rate of pay.

Article 29 Rights of Stewards

- 29:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 29:02** The Employer recognizes the Union's right to select Stewards to represent employees.
- 29:03** The Union agrees to provide the Employer annually with a current list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.
- 29:04** Stewards and employees shall not conduct Union business during their working time.

- 29:05** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 29:06** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. The Steward and employee are responsible to take the minimum time necessary to complete the urgent business. On resuming their duties, the Steward and employee shall notify their supervisor(s).
- 29:07** When a new employee is hired, the Union may request up to fifteen (15) minutes during normal working hours to meet with the new employee for the purpose of acquainting her with the Union.
- 29:08** The Employer agrees to make a bulletin board available in each home and work location for the use of the Union and in a place which is accessible to union members for the purpose of posting notices and material of interest.

Article 30 Grievance Procedure

- 30:01** A grievance shall be defined as a written complaint arising out of the interpretation, application, or alleged violation of this Agreement.
- 30:02** 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.
- 30:03** Local union representatives, upon request to the Employer and subject to operational requirements, shall be granted the minimum 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.

30:04 Step 1

- (a) Within five (5) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Employer;
- (b) The Employer or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within five (5) working days;
- (c) The Employer or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance, and the five (5) days in (b) above will run from the conclusion of that meeting. In any event, the Employer or designate will issue the decision within fifteen (15) working days.

Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee may submit the same grievance and the redress requested to the Board of Directors, within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) A member of the Board of Directors shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union with fifteen (15) working days of receipt of the grievance;
- (c) The Board of Directors may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance, and the fifteen (15) days in (b) above will run from the conclusion of that meeting.

- 30:05** An employee claiming to be demoted, discharged or suspended without just cause may initiate a grievance at Step 2 and submit it directly to the Board of Directors as outlined above.
- 30:06** If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Board of Directors.
- 30:07** An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.
- 30:08** All time limits referred to in this section are deemed to be mandatory and may be extended only by mutual agreement in writing.

Article 31 Grievance Arbitration Procedure

- 31:01** Within twenty (20) working days after receiving the Board of Directors reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 31:02** Where a grievance is referred to Arbitration, the following list of Arbitrators shall serve on a rotating basis as Sole Arbitrator:
1. Arne Peltz
 2. Blair Graham
 3. Kristin L. Gibson
- 31:03** The Arbitrator so appointed 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.
- 31:04** The Arbitrator shall determine his own procedure, but shall provide full opportunity to all Parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute and render a decision within thirty (30) calendar days from the conclusion of the hearing.

- 31:05** The final decision of the Arbitrator shall be final and binding and enforceable on all Parties and may not be changed, except that either Party may apply within five (5) calendar days to have the Arbitration reconvened within five (5) further days in order to clarify the decision.
- 31:06** Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 31:07** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 31:08** The time limits in both the Grievance and Arbitration procedures may only be extended by mutual agreement and shall be confirmed in writing.
- 31:09** The Grievance and Arbitration proceedings set out herein are intended to be exhaustive of the remedies of the parties and the employees and in particular, any employee who feels that she has been unjustly dismissed from employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.
- 31:10** Employees who are subpoenaed to appear at an arbitration hearing related to this collective agreement shall be given necessary time off work. The party which called her, either the Employer or Union, shall be responsible for compensating her for any salary which would otherwise be lost.

Article 32 Contracting Out

- 32:01** The Employer agrees not to contract out work performed by the bargaining unit that would result in a reduction of hours of work or the layoff of members of the bargaining unit.

Article 33 Health and Safety

- 33:01** The Employer shall in accordance with the objects and purposes of the Workplace Health and Safety Act:

(a) Ensure so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and

(b) Comply with the Workplace Safety and Health Act and regulations.

33:02 The parties recognize the importance of establishing a Workplace Health and Safety Committee structure to enhance the ability of employees and the Employer to resolve health and safety concerns.

33:03 Two (2) representatives from the bargaining unit and two (2) representatives of the Employer will comprise a Health and Safety Committee.

33:04 The Employer and the Union agree that “violent or aggressive behavior” 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. 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 ROSE Inc., including respite clients, every effort shall be made to develop and communicate client care plans prior to the arrival of the resident.

33:05 An employee may refuse to perform work at a workplace where she has reasonable grounds to believe and does believe that the particular work is dangerous to her safety or health, or the safety and health of another employee or any other person.

33:06 Where the employee refuses to work under Section: 05 she shall immediately report her refusal and the reasons therefore to her immediate supervisor.

33:07 The immediate supervisor 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 is valid.

Article 34 Civil Liability

34:01 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (law suit) committed by her in the performance of her 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 her 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 deliberate misconduct or gross negligence of her duty as an employee.
- (c) Upon the employee notifying the Employer in accordance with paragraph (a) above, 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 co operate fully with appointed counsel.

Article 35 Sexual Harassment/Harassment

35:01 The parties agree that no harassment contrary to The Human Rights Code of Manitoba will be tolerated in the workplace, or in connection

with the workplace. Complaints will be handled pursuant to the Employer's Respectful Workplace 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.

Article 36 Court Leave

- 36:01** An employee who is required by law to serve as a juror or subpoenaed by the Crown as a witness in court shall be granted leave of absence; however, will only receive pay for a maximum of three (3) days, provided that the employee obtains and remits to the Employer all fees received for the said service as juror or witness. The employee will be permitted to be away as long as required by jury duty. The employee shall be required to present proof of said service and the amount of fees received.

Article 37 Labour Management Committee

- 37:01** A Labour/Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The MGEU Staff Representative may attend and participate at Labour/Management Committee meetings. The Committee shall meet once every three (3) 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.
- 37:02** The Employer and Union representative shall alternate in presiding over meetings.
- 37:03** 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.

Article 38 Vacancies, Promotions and Transfers

- 38:01** (a) Where a job vacancy occurs that is to be filled or a new job is created, notice shall be posted on all bulletin boards for a minimum period of five (5) working days. The notice shall set out the job duties, qualifications, classification and wage scale.
- (b) In filling job vacancies, transfers and new positions, where the qualifications, skills, experience and ability of employees are relatively equal, and where the candidate has satisfactory client compatibility, to be assessed within thirty (30) days of work in the position, seniority shall be the governing factor. If it is determined after thirty (30) days of work in the position that the successful candidate is not capable of performing the duties of the new job or the employee determines in good faith that the job is not suitable, then the employee will revert back to her former position and the next best applicant will be awarded the job with the same standards that are listed herein.
- 38:02** Upon request, Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change.

Article 39 Loss of or Damage to Personal Effects

- 39:01** Where an employee who, in the course of carrying out her duties, and as a direct result of client behavior, suffers damage to eye-glasses, false teeth, or other personal effects not otherwise insured and worn by the employee consistent with the Employer's policies, including clothing, the employee will be reasonably reimbursed by the Employer.
- 39:02** All incidents of loss of, or damage to personal effects as mentioned in 39:01, shall be reported in writing by the employee whose personal

effects are damaged to the supervisor within twenty-four (24) hours of the incident.

- 39:03** 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 unexpected behavior of a client. Normal wear and tear is not covered.

Article 40 Privately Owned Vehicles/Travel Expenses

- 40:01** Effective day of ratification, 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 cents per kilometer (40¢/km). There will be a minimum payment of \$2.00 per trip. These rates shall be reviewed annually. Employees shall have the right to refuse the use of their own vehicles for program business. Employees are encouraged to use the vehicles supplied by the Employer for these purposes.
- 40:02** Deductibles - The Employer shall ensure that the MPI deductible on House vehicles is \$ 250.00 or the minimum permitted by MPI, whichever is more. When an employee operates a House vehicle and is deemed by MPI to be responsible for the deductible, the Employer shall cover the cost of the deductible, unless the employee involved was impaired, grossly negligent, or caused the damage intentionally.
- 40:03** Employees sent on training outside of the Ste. Rose area will be compensated for meal expenses as follows:
- Breakfast \$6.85 (maximum) Lunch \$8.85 (maximum) Supper \$15.70(maximum)

Article 41 Employee Benefits Plan/Pension Plan

- 41:01** The Employer agrees that it will not change the current benefit plan without prior consultation with the Union.
- 41:02** The Employer agrees to provide employees with a pension plan. Employee contributions will be four percent (4%) of regular earnings matched by Employer contributions of four percent (4%).

Article 42 Citizenship Leave

- 42:01** 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 43 Compassionate Care Leave

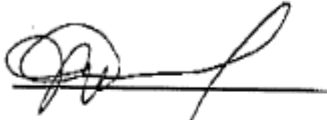
- 43:01** An employee is eligible for Compassionate Care Leave as provided in the Employment Standards Code as it may be amended from time to time.
- 43:02** An employee who is on Compassionate Care Leave who experiences a death in the family under Article 23 will be entitled to use bereavement leave under that Article during the Compassionate Care Leave period.

Appendix “A” Salary Schedule

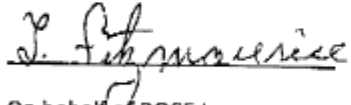
	Probation	6 months	1 Year	2 Years	3 Years	4 Years
Support Worker 1	11.21	12.21	12.46	12.66	12.86	12.86
Support Worker 2	11.32	12.32	12.70	12.95	13.20	13.50

- Employees who meet the criteria established for the above classifications and who have also completed the RRCC 2 year Disability and Community Support Training Program will be entitled to a \$1.50 an hour premium on top of their regular hourly wage.
- The wages will be adjusted on each anniversary date of the agreement by the amount, if any, of the percentage increase in per diem funding received from the Province for the Employer’s program in the previous twelve (12) months.
- Employees will not have their current wage reduced as a result of the implementation of this Agreement. Employees who presently earn more than the above scale will be “green-circled”, meaning that the wage adjustment from increase in per diem funding will be applied to them as well.

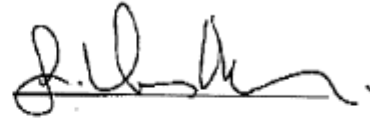
Signed this 16th day of November, 2010.



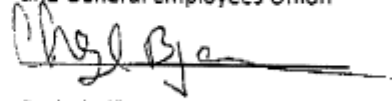
On behalf of ROSE Inc.



On behalf of ROSE Inc.



On behalf of the Manitoba Government
and General Employees Union



On behalf of the Manitoba Government
and General Employees Union