

Collective Agreement

between

Family Visions Inc.

and

The Manitoba Government and General Employees' Union

Local 303

April 1, 2021 - March 31, 2023

Table of Contents

Article 1	Purpose	1
Article 2	Definitions	1
Article 3	Recognition	3
Article 4	Application of Agreement	3
Article 5	Management Rights.....	4
Article 6	Respectful Workplace	4
Article 7	Union Business	5
Article 8	Bulletin Board	6
Article 9	Union Security.....	6
Article 10	Rights of Stewards.....	7
Article 11	Pay	8
Article 12	Resignations	8
Article 13	Conduct of Employees	9
Article 14	Hours of Work.....	9
Article 15	Probation	10
Article 16	Merit Increases	11
Article 17	Employee Files.....	12
Article 18	Disciplinary Action.....	12
Article 19	Classification Specifications & Changes.....	13
Article 20	Recruitment.....	14
Article 21	Vacation.....	14
Article 22	Acting Status.....	16
Article 23	Seniority	17
Article 24	Service and Benefit Accumulations	18
Article 25	Layoff.....	18
Article 26	Contracting Out	19
Article 27	Technological Change	19

Article 28	Overtime	20
Article 29	Holidays.....	20
Article 30	Workers Compensation.....	21
Article 31	Leave of Absence.....	22
Article 32	Health and Safety	25
Article 33	Loss or Damage to Personal Effects.....	29
Article 34	Protective Clothing.....	29
Article 35	Grievance Procedure	29
Article 36	Grievance Arbitration Procedure	32
Article 37	Retroactive Wages	36
Article 38	Duration and Notice to Commence	37
Article 39	Education Courses	37
Article 40	Benefits	38
Article 41	Civil Liability	39
Article 42	Sick Leave	40
Article 43	Overnight Shifts Where No Residential Caregivers Exception Applies	42
Article 44	Privately Owned Vehicle/Travel Expenses	42
Article 45	Labour Management Committee	43
Article 46	Overpayments.....	43
Article 47	Pre-Retirement Leave	44
Article 48	Wellness Days.....	45
Article 49	Interpersonal Violence Leave	46
	Memorandum of Agreement.....	48
	Subject: Employee Assistance	
	Memorandum of Agreement.....	49
	Subject: Pension and Benefits Committee	
	Appendix “A” – Salary Schedule.....	50

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 22	Acting Status.....	16
Article 4	Application of Agreement	3
Article 40	Benefits	38
Article 8	Bulletin Board	6
Article 41	Civil Liability	39
Article 19	Classification Specifications & Changes	13
Article 13	Conduct of Employees	9
Article 26	Contracting Out	19
Article 2	Definitions	1
Article 18	Disciplinary Action.....	12
Article 38	Duration and Notice to Commence	37
Article 39	Education Courses	37
Article 17	Employee Files	12
Article 36	Grievance Arbitration Procedure	32
Article 35	Grievance Procedure	29
Article 32	Health and Safety	25
Article 29	Holidays.....	20
Article 14	Hours of Work.....	9
Article 49	Interpersonal Violence Leave	46
Article 45	Labour Management Committee	43
Article 25	Layoff.....	18
Article 31	Leave of Absence.....	22
Article 33	Loss or Damage to Personal Effects.....	29
Article 5	Management Rights.....	4
Article 16	Merit Increases	11
Article 43	Overnight Shifts Where No Residential Caregivers Exception Applies	42
Article 46	Overpayments.....	43

Article 28	Overtime	20
Article 11	Pay	8
Article 47	Pre-Retirement Leave	44
Article 44	Privately Owned Vehicle/Travel Expenses	42
Article 15	Probation	10
Article 34	Protective Clothing.....	29
Article 1	Purpose	1
Article 3	Recognition	3
Article 20	Recruitment.....	14
Article 12	Resignations	8
Article 6	Respectful Workplace	4
Article 37	Retroactive Wages.....	36
Article 10	Rights of Stewards.....	7
Article 23	Seniority	17
Article 24	Service and Benefit Accumulations	18
Article 42	Sick Leave.....	40
Article 27	Technological Change	19
Article 7	Union Business	5
Article 9	Union Security.....	6
Article 21	Vacation.....	14
Article 48	Wellness Days.....	45
Article 30	Workers Compensation.....	21
	Memorandum of Agreement.....	48
	Subject: Employee Assistance	
	Memorandum of Agreement.....	49
	Subject: Pension and Benefits Committee	
	Appendix “A” – Salary Schedule.....	50

*All changes appear in **bold**.

This Agreement made this 29th day of September, 2021

between

Family Visions Inc.

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part.

Article 1 Purpose

1:01 The purpose of this Agreement is to promote co-operation and understanding and to establish a mutually agreeable relationship between the Employer, and the employees, and the Union; and further, the purpose herein is to provide a mechanism for prompt and equitable disposition of differences and grievances between the parties and to provide mutually agreeable wages, hours of work benefits, and working conditions for employees covered by this Agreement, and for the future renewal or renewal and revision of this Agreement.

Article 2 Definitions

2:01 Agreement means this Collective Agreement between the parties hereto.

2:02 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 schedule of pay can be reasonable applied to, all positions in the group.

- 2:03** Continuous Employment means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in employment involving termination of the employee.
- 2:04** Demotion means a change of employment from one position to another having a lower maximum salary.
- 2:05** Dismissal means the removal for disciplinary reasons from employment for just cause.
- 2:06** Employee means a Regular, Part-time, Casual or Temporary employee employed in a position with the Employer other than in a position specifically excluded by Article 4:02.
- 2:07** Regular Employee means an employee who regularly works the full daily and weekly hours of her classification.
- 2:08** Part-time Employee means an employee who works less than the daily or weekly hours of her classification on a pre-determined, regular and recurring basis.
- 2:09** Casual Employee means an employee who works on an irregular basis in a classification.
- (a) A casual employee who has not worked five (5) shifts in a month without reasonable justification may be removed as an employee with Family Vision Inc.
- (b) No notice or pay in lieu thereof is required from or by the Employer.
- 2:10** Temporary Employee means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.
- 2:11** Overtime means overtime authorized by the Employer or her designate, and where overtime is used in this Agreement it means authorized overtime.

- 2:12** Position means a position of employment in the bargaining unit at Family Visions Inc.
- 2:13** Promotion means change of employment from one classification/position to another which has a higher maximum salary.
- 2:14** Representative means an Officer, Steward, or Staff Representative of the Union as the context needs or requires.
- 2:15** Layoff is a temporary cessation of employment.
- 2:16** Steward means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 2:17** Wherever the singular and masculine are used in this Agreement the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 2:18** Employer means Family Visions Inc.
- 2:19** Union means the Manitoba Government and General Employees' Union.

Article 3 Recognition

- 3:01** The Employer recognizes the Union, per Manitoba Labour Board Certificate No. MLB 6090 as the sole and exclusive bargaining agent for those employees within the bargaining unit.

Article 4 Application of Agreement

- 4:01** Except as excluded by this Article or elsewhere in this Agreement, the Agreement shall apply to all employees defined as employees in the Definitions Article who are in classifications listed in the pay plan.
- 4:02** This Agreement shall not apply to: Executive Director, Program Directors (up to four), **Executive Assistant**, Bookkeeper, Day Program Coordinator, Payroll/Accounting Clerk.

4:03 The employees excluded in 4:02 shall not be used to create redundancy of regular or part-time positions nor to cause the loss of employment and/or benefits for any employees in the bargaining unit.

4:04 In the event the parties disagree as to the inclusion or exclusion of a position/classification in the bargaining unit, the dispute shall be referred to the Labour Board of Manitoba for final settlement.

Article 5 Management Rights

5:01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality of client care; the right to direct work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

5:02 In administering this Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 6 Respectful Workplace

6:01 The parties hereto agree that no discrimination, harassment, coercion or interference shall be exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, physical or mental disability, family status, political or religious affiliation, gender identity, source of income, social disadvantage, membership in the Union or activities in the Union.

6:02 **Harassment**

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

The definition of harassment shall consist of the definition contained in The Human Rights Code and the Workplace Safety and Health Act and shall further include the definition of harassment set out in the Respectful Workplace Policy as may be amended by the Employer from time to time.

Employees are encouraged to review the Respectful Workplace Policy.

- 6:03** The parties further agree that all employees are entitled to a respectful and safe workplace which is free from discrimination, harassment and violence.
- 6:04** The Safety and Health Committee shall periodically review and revise the Respectful Workplace Policy as required.
- 6:05** **The Safety and Health Committee shall educate and inform employees on current policies and procedures as related to Respectful Workplace.**

Article 7 Union Business

- 7:01** Upon written request of the Union, the Employer may grant a leave of absence with pay to employees, except for reasons of operational requirements, for the purpose of performing business of the Union on wage recovery.
- 7:02** Upon written notice to the Employer, time off without loss of pay shall be granted where possible to two (2) employees designated in advance by written notice from the Union as a member of the Union negotiating team for bargaining sessions that the employee attends for negotiating the Collective Agreement (on a wage-recovery basis).
- 7:03** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the Executive Director or designate.

- 7:04** Employees who are elected representatives of the Union and who attend jointly convened meetings with the Employer during regular hours of work shall be paid their normal remuneration while in attendance at such meetings.
- 7:05** The parties hereto agree that such requests for leave or time off pursuant to the foregoing shall not be unreasonably sought or withheld.
- 7:06** The Union agrees to reimburse the Employer the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Employer as to the amount and for whom wage recovery is claimed by the Employer.
- 7:07** Should an employee requesting union leave be scheduled for vacation at that time, the Employer shall credit the employee with alternate days of vacation equivalent to the number of days of approved Union Leave.

Article 8 Bulletin Board

- 8:01** The Employer agrees to provide space on a bulletin board in each work location for the purpose of the Union posting official Union information relating to business affairs provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any such adverse information.

Article 9 Union Security

- 9:01** 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 regular bi-weekly membership dues determined by the Union as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.

- 9:02** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Section: 01 except for any claims or liability arising out of an error committed by the Employer.
- 9:03** All such deducted dues shall be forwarded bi-weekly together with a list of employees showing the amount of such deductions.
- 9:04** The Union shall notify the Employer in writing of any change in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 9:05** Notwithstanding, any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) The name of each employee,
 - (b) The classification of each employee,
 - (c) The current rate of pay of each employee.

Article 10 Rights of Stewards

- 10:01** Steward means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 10:02** The Employer recognizes the Union's right to select Stewards to represent employees.
- 10:03** The Union will provide the Employer with a list of Stewards and any subsequent changes. The Union will provide appropriate identification for Stewards.
- 10:04** Stewards and employees shall not conduct Union Business during their working time.

- 10:05** 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.
- 10:06** When it is necessary for a Steward to attend a meeting with an employee or 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. On resuming their duties, the Steward and employee shall notify their supervisor(s).

Article 11 Pay

- 11:01** The pay plan applicable to employees covered by this Collective Agreement shall contain the classification titles and rates of pay. The pay plan shall be known as Appendix "A" and shall be attached to and form part of this Agreement.
- 11:02** Employees are paid biweekly by way of direct deposit to the financial institution of the employee's choice. Employees will receive their itemized pay stub by email effective September 1, 2017.
- 11:03** Where an employee dies prior to leaving the employ of the Employer, the Employer shall pay to her estate all monies owed to that employee.

Article 12 Resignations

- 12:01** An employee who decides to resign shall provide written notice of resignation at least fourteen (14) calendar days in advance of the date which the resignation is to be effective. During the period of such notice, the employee is entitled to all terms, conditions and benefits under this Agreement. A shorter period of notice may only be given with the consent of the Employer.

Article 13 Conduct of Employees

13:01 Each employee shall at all times be mindful of and conduct themselves according to the need of the clients and in compliance with the terms of this Agreement.

Article 14 Hours of Work

14:01 The normal basic work week for employees shall not exceed forty (40) hours per week to be worked in shifts not less than three (3) hours and not more than eight (8) hours per day.

14:02 No change to schedule or shifts once posted unless mutually agreed to by employee and Employer except under exceptional circumstances. Where the Employer cancels a shift for any reason, with less than twenty-four (24) hours' notice, an employee will receive three (3) hours pay.

14:03 The four (4) week shift cycle shall be posted no less than ten (10) days in advance of the week of commencement.

14:04 When the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting shall be time worked and paid at a rate of straight time for the length of time spent at the meeting.

14:05 All residential meal periods and rest periods shall be taken with the clients as required and be paid time. The employee may take a reasonable lifestyle break provided the health and safety of the clients are not jeopardized, as long as the arrangements are not being abused by the employee.

14:06 Day Program staff shall be provided with a half ($\frac{1}{2}$) hour unpaid lunch break and two (2) fifteen minute paid coffee breaks.

14:07 Staff accompanying a client(s) on a client's vacation will be paid sixteen (16) hours straight time pay per full day of the client's vacation.

- 14:08** Except where short notice is given and wherever reasonably possible, any available shifts in a house will be offered to staff assigned to that house prior to such shifts being offered to casual staff.
- 14:09** When a vacancy occurs in a house and where such vacancy is being filled by an employee until a successful applicant is determined, the employee will continue to fill the position until the end of the bi-weekly pay period in which the new employee has been hired.
- 14:10** Where at the request of the Employer, an employee accepts back to back shifts in different residences the Employee shall have fifteen (15) minutes to travel from one residence to the other without loss of pay.

Article 15 Probation

- 15:01** All employees appointed to a position shall be on probation for **five hundred and twenty (520)** hours except as provided in Article 15:02.
- 15:02** The Executive Director may extend an employee's probation to a maximum of **one thousand and forty (1040)** hours. The employee shall be notified in writing before the expiry of **the five hundred and twenty (520)** hours probationary period as in Article 15:01 above.
- 15:03** Every employee promoted to a higher classification shall serve a 455 hour trial period. An employee who is so promoted shall have the right to return and the Employer shall have the right to return the employee to her previous position at any time during the trial period. The Employer's return of an employee to her previous position shall be non-grievable.
- A person who returns or is returned to her former position under this clause reverts to her former classification, pay, hours of work and previous merit increase date.
- 15:04** If an employee has performed substantially all functions of the position and is promoted after being in acting status in that position, the probation period in

Article 17:04 shall be reduced by the number of hours the employee was in acting status.

15:05 The dismissal of an employee on probation shall not be arbitrable.

Article 16 Merit Increases

16:01 Merit means an increase in the rate of pay of an employee within the employee's classification pay scale which may be granted in recognition of satisfactory service on the completion of 2080 hours in an employee's classification.

16:02 Where the pay range of an employee's classification permits, an employee shall be eligible for consideration for a merit increase upon completion of 2080 hours since the last merit increase was received in that classification. The effective date for such a merit increase shall be the first day of the bi-weekly pay period following completion of the required hours.

16:03 Where a merit increase is not granted to an employee under 16:01 or 16:02:

- (a) The employee shall be notified of the merit increase denial not less than 140 hours prior to the expected completion of 2080 hours. The employee shall be provided in writing with the reasons the merit increase was denied;
- (b) The merit increase may be granted to the employee on any subsequent period which is not less than 455 hours. The effective date for such a merit increase shall be the first day of the bi-weekly pay period following completion of hours;
- (c) The employee may file a grievance at Step I of the grievance procedure. No grievances may be initiated where a merit increase is not granted to an employee under subsection (b);
- (d) The employee is eligible for a merit increase upon completion of 2080 hours notwithstanding that the employee was granted a merit increase under subsection (b).

Article 17 Employee Files

- 17:01** When a formal assessment of an employee's performance is made, the employee concerned shall sign the assessment form in question upon its completion to indicate only that its contents have been read. The employee shall have the right to place her own comments in a space provided on the form prior to her signing. The employee shall be provided with an exact copy of the assessment upon signing.
- 17:02** An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.
- 17:03** Upon written request of an employee, her personnel file shall be made available for her full examination. Such examination shall be in the presence of the Executive Director or designate. The employee, at her option, may have a representative present.
- 17:04** When any adverse material is to be placed on an employee's file(s), the employee shall be shown the material and she shall be given a copy of such material forthwith.

Article 18 Disciplinary Action

- 18:01** An employee shall only be disciplined for just cause.
- 18:02** The Employer may hold a hearing with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a Union representative present.
- 18:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 18:04** (Subject to Article 15:03 - Probation), an employee may grieve any disciplinary action according to the Grievance Procedure.

- 18:05** The Executive Director or Board to whom a grievance is made may:
- (a) Uphold the disciplinary action, or
 - (b) Vary the disciplinary action, or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 18:06** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 19 Classification Specifications & Changes

- 19:01** The Employer agrees to provide the Union with amendments or additions to the classification specifications supplied to the Union.
- 19:02** The Employer will provide the Union with current classification specifications for the classifications listed in Appendix "A" within sixty (60) days of the signing of this Agreement.
- 19:03** In the event that the Employer establishes or proposes to establish a new classification, or if there is substantial change in the job content or qualifications of an existing classification and providing that the new revised classification falls within the bargaining units, the Union shall receive a copy of the job description and accompanying salary range.

Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.

If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to arbitration in accordance with Article 35.

Article 20 Recruitment

- 20:01** When filling vacancies within the bargaining unit the Employer shall provide an appropriate notice in mail boxes provided at the administration office for the Team Leaders to post on the bulletin board at their workplace. Each Team Leader will ensure the posting will run for seven (7) calendar days whether the position is advertised externally or not.
- 20:02** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where qualifications and prior work performance are relatively equal, seniority shall be the determining factor.
- 20:03** When an employee is promoted to a position with a higher maximum rate of pay, she shall, if possible, receive a pay step in the new position one step higher than her previous rate but not less than the minimum of the new position.
- 20:04** Preference for filling bargaining unit vacancies shall be in the following sequence:
- (a) Qualified internal applicants;
 - (b) Selection of an external applicant where no qualified internal applicant exists on the basis of Article 20:02 above.
- 20:05** An employee shall be provided the full written reasons for her non-selection within ten (10) calendar days of making a written request to the Employer. Such request must be made within ten (10) calendar days of her receipt of notification that she was an unsuccessful applicant.

Article 21 Vacation

- 21:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

- 21:02** An employee must use all vacation entitlement prior to March 31st of the vacation year following that in which it was earned.
- 21:03** Annual paid vacation for regular employees shall be earned at the rate of:
- (a) 10 working days after completion of 1 year of employment
 - (b) 15 working days after completion of 2 years of employment
 - (c) 20 working days after completion of 6 years of employment
 - (d) 25 working days after completion of 10 years of employment
- 21:04** Vacation pay shall be as follows:
- (a) Regular employees shall receive for each day of vacation the same daily rate of pay as the employee would have earned had the employee worked her full daily hours as her usual schedule.
 - (b) Part-time or temporary employees shall receive vacation pay according to the Employment Standards Code.
- 21:05** Casual employees will receive pay for vacation every bi-weekly pay according to Employment Standards Code.
- 21:06** Vacation schedules must be approved by the Employer.
- 21:07** With the approval of the Employer, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in her first twelve (12) months of service.
- 21:08** Subject to operational requirements, vacation leave shall be rotated regardless of length of service.
- 21:09** Where an employee becomes ill during the period of her annual vacation, the Employer may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days of approved sick leave providing the illness is over three (3) days and may require hospitalization. The

employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

- 21:10** Where a general holiday falls within the vacation period of an employee, one additional working day shall be added to employee's vacation entitlement in lieu of that holiday and must be approved by the Employer.
- 21:11** The Employer will post a projected vacation entitlement list not later than two (2) months prior to March 31 along with a calendar upon which the employee can make her vacation request.
- 21:12** Each employee will have until March 15 to make her vacation request.
- 21:13** On or before April 15 the Employer shall notify each employee of their approved vacation days. Vacation shall not be unreasonably denied.
- 21:14** Requests for vacation submitted after the above deadlines will be considered based on the day to day operational requirements of the Employer.

Article 22 Acting Status

- 22:01** Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform the duties and responsibilities of that other position, she shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay immediately for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked she shall, unless she is appointed or promoted to some other position, revert to her original position and be paid at the rate of pay for her original position that she would be paid if she had never held the temporary appointment.
- 22:02** For purposes of interpretation of this Article, "the duties and responsibilities" under this Article mean the duties and responsibilities that would have been

performed by the incumbent during the period in which she has been replaced.

Article 23 Seniority

- 23:01** Seniority means the length of continuous service in the bargaining unit. Provided such employment has not been broken by termination of the employee, since the employee's latest date of hire. Seniority shall be accumulated from date of hire except for otherwise provided in this Agreement.
- 23:02** Seniority shall exclude leaves without pay in excess of a maximum accumulation of 140 hours per calendar year. Seniority includes continuous service, periods of Workers Compensation, maternity leave and/or parental leave, adoptive parent leave, or sick leave without pay necessary to satisfy the elimination period of the LTD.
- 23:03** An employee loses all seniority when her employment with the Employer terminates.
- 23:04** The Employer shall prepare a seniority list within sixty (60) days of the signing of this Agreement, and yearly thereafter by April 15th of each year, based on service up to and including March 31st immediately preceding. A copy of such list shall be posted on the Union bulletin board and a copy sent to the Union's office in Brandon.
- 23:05** The seniority list will be prepared in order of seniority and shall show the name, classification, and length of service of all employees. Seniority lists will be posted in all residences and Day Program.
- 23:06** Seniority will accumulate by hours.
- 23:07** If an employee is laid off and where reassignment is not an alternative, but returns to employment at a later date (within a twelve [12] month period), then previous hours accumulated for seniority purposes will be restored.

- 23:08** An employee shall accumulate seniority from the date of hire except for otherwise provided in this Agreement.
- 23:09** An employee shall be entitled to four (4) hours seniority for each overnight shift.

Article 24 Service and Benefit Accumulations

- 24:01** The accumulation rates and the accumulations of all benefits earned under Articles of this Agreement by an employee, shall be deemed to be from and including the date of the employee's hire with the Employer, except as otherwise specifically provided herein.

Article 25 Layoff

- 25:01** When the Employer, after exhausting all other employment options, lays off an employee, the employee shall be given two (2) weeks' notice or payment in lieu thereof or a combination of both as the case proves necessary.
- 25:02** No notice or payment in lieu of notice shall be required when an employee is dismissed or a temporary employee ends her term of employment, the only exception being if the temporary employee is not advised of the date her term ends at the time of hiring.
- 25:03** Laid off employees shall be placed on a re-employment list. Laid off employees shall be removed from the list if not rehired within twelve (12) months of the effective date of layoff. The Union will be provided with a copy of the list and changes as they occur.
- 25:04** Employees with the least amount of seniority will be laid off first in that classification and ascending from there.
- 25:05** All employees shall be recalled in order of seniority. In cases where an employee in one classification has the qualifications and ability to perform the work of a lower paying classification, the Employer will offer a vacancy in the

lower paying classification to said employee if no senior employees from the lower paying classification are on the re-employment list.

- 25:06** Employees shall be recalled by registered letter. If they do not accept the offer in writing, they shall be deemed to have declined the recall as of the 10th working day after the mailing of the recall.
- 25:07** The notice referred to in 25:01 above shall state the reasons for the layoff and the expected duration of the layoff.
- 25:08** While employees are laid off, the Employer agrees not to hire any new employees or persons into positions until all those on the re-employment list have been given first opportunity to do the work providing they have the qualifications and ability to perform the work. A decline by an employee shall in no manner whatsoever affect her rights under this Agreement, unless she refuses work in her previous classification, category of employee and status.

Article 26 Contracting Out

- 26:01** The Employer will give all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.
- 26:02** Where work is to be contracted out, which would result in the redundancy of employees in the bargaining unit, the Employer agrees to provide the Union with ninety (90) days advance notice during which time representatives of the Employer and representatives of the Union shall meet to facilitate potential retraining and/or re-deployment opportunities.

Where the work to be contracted out could result in the redundancy of a significant number of employees, the matter shall be discussed by the parties with the Board.

Article 27 Technological Change

- 27:01** As per Labour Relations Act, Sections 83, 84 and 85.

Article 28 Overtime

- 28:01** Employees may be required to work overtime by the Employer or designate.
- 28:02** Subject to Article 28:03, compensation for overtime on a regular working day shall be in the form of compensatory time off calculated at one and one-half times ($1\frac{1}{2} \times$) the number of overtime hours worked. Such compensatory time off will be taken at a time approved by the Employer.
- 28:03** Overtime shall be compensated for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. The Employer shall pay double time for all hours over twelve (12) hours in one day or forty-eight (48) hours in one week.
- 28:04** If called out or scheduled to work overtime, a full-time employee shall receive a minimum of three (3) hours' pay at the applicable overtime rate provided the overtime is not contiguous to her normal working day. A meal break does not affect contiguity.
- 28:05** At the employee's option overtime shall be banked time or paid out. All accumulated banked time will be paid out if not utilized by March 31st of each fiscal year.
- 28:06** An employee requesting compensating time off in lieu of overtime shall make such request in writing to the Executive Director or designate. The Executive Director or designate shall reply in writing regarding the employee's request.

Article 29 Holidays

- 29:01** Subject to the call-out provisions, if an employee who is entitled to pay for a holiday is required to work on the holiday when it is not a regular scheduled working day, she shall, in addition to the regular holiday pay, be compensated at time and one-half ($1\frac{1}{2} \times$) for all hours worked, or be granted compensatory leave for such hours worked at the rate of one and one-half ($1\frac{1}{2}$) hours for each additional hour worked. Such time should not be deliberately

accumulated. If suitable compensatory time off cannot be agreed upon within twenty (20) working days of the holiday, the employee shall be paid for such hours worked at the applicable rate.

29:02 The following general holidays shall be observed by the Employer and will be paid as per Labour Standards:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Article 30 Workers Compensation

30:01 Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

30:02 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.

30:03 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

30:04 During the period an employee is in receipt of Compensation benefits, she shall maintain contact with the Employer to advise the Employer of her condition and expected day of return.

Article 31 Leave of Absence

31:01 Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. 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 for departure and return.

31:02 **Bereavement Leave**

An employee shall be entitled to bereavement leave of four (4) working days without loss of salary in the event of the death of a parent, parent-in-law, spouse (including common law, fiancé or partner), child, or grandchild.

An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of a brother or sister.

31:03 An employee shall be entitled to bereavement leave of two (2) working days without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or grandchild.

31:04 An employee who is entitled to bereavement leave as above during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted. Additional travel time without pay may be granted at the discretion of the Employer.

31:05 **Compassionate Care Leave**

Employees shall be entitled to Compassionate Care Leave consistent with the provisions in The Employment Standards Code.

31:06 **Maternity/Parental Leave**

Employees will be eligible to receive maternity and/or parental leave without pay in accordance with the provisions of the Employment Standards Code as follows

Maternity

An employee who qualified for maternity leave may apply for such leave in accordance with Plan A as follows:

Plan A

- (1) In order to qualify for Plan A, a pregnant employee must:
 - (a) Have completed seven (7) months of continuous employment for or with the Employer;
 - (b) Submit to the Employer an application in writing for leave under Plan A 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 from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (2) An employee who qualified 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 1 (c);
 - (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 1 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate; and
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

Where an employee intends to return to work immediately following her maternity/ parental leave she must give the Employer not less than six (6) weeks' notice in writing of the day she intends to return to work.

31:07 Paternity Lave

A male employee shall be granted two (2) days leave with pay to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on any two (2) days of the following: the birth of his child or within ten (10) calendar days following the birth of his child.

31:08 Adoptive Parent Leave

Adoptive Parent Leave will be allowed as per the Employment Standards Code.

An employee shall be granted two (2) days leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of and the day following the adoption.

31:09 Employment Leave for Victims of Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor, intake worker from a women's shelter or other crisis service etc.), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Time necessary to facilitate a leave for victims of domestic violence shall be as per the Manitoba Employment Standards Code.

31:10 Jury or Witness Leave

Any employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness, in court of Law other than a proceeding occasioned by the employee's private affairs, shall be granted a leave of absence without loss of regular wages for the required period. All jury or witness fees received by the employee shall be remitted to the Employer. The employee will present proof of service and the amount of pay received.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs, shall receive a leave of absence without pay for the required absence, or, in the alternative, the employee may use banked time in lieu of overtime, banked statutory holiday or vacation time.

31:11 Education Leave

The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wish to maintain an employment relationship with the Employer.

Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

Article 32 Health and Safety

32:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Family Visions Inc. operations and that these activities require the combined efforts of the Employer, employees and the Union.

32:02 The Employer will continue to provide its employees with safe working conditions, equipment, and materials, and will continue to ensure that all reasonable precautions are taken.

32:03 The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

32:04 Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect her safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.

32:05 The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and management to resolve health and safety concerns.

It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees at Family Visions Inc. and/or the Union.

- 32:06**
- (a) The Workplace Health and Safety Committee shall consist of two worker representatives and two Employer representatives.
 - (b) Each party shall elect or appoint its representatives to the Committee freely and without interference.
 - (c) The worker representatives shall have a term of office of two (2) years and are eligible for re-election.
 - (d) The Committee shall meet regularly at intervals to be determined by the Committee but normally not less than once in each calendar quarter.
 - (e) Efforts should be made to schedule meetings, functions or duties during the employee's work time, but if this is not possible, meetings may be held during an employee's off-duty hours. The worker representatives shall be compensated at straight time for time spent in such meetings, functions or duties.
 - (f) The Employer shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - (i) The names of Committee members and their terms of office;
 - (ii) The scheduled meeting dates of the Committee;
 - (iii) The agenda for each meeting;
 - (iv) The minutes of the previous meeting;

- (v) Informational and educational materials which have specific relevance to the safety and health of employees.
- (g) Minutes of all Committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by members. Where there is disagreement as to the accuracy or content, members may so note the disagreement and place her comments on the minutes prior to signing. When the minutes are signed by members, the management members shall retain the original for the records of the Committee, forward a copy to the Workplace Safety and Health Division, post a copy per (i) above and forward a copy to the other Committee members.
- (h) Any material addressed to the Committee shall be distributed as soon as practicable by the person receiving same to the other Committee members.

32:07 The objectives of the Workplace Health and Safety Committee include:

- (a) Assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) Developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

32:08 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, she shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

32:09 (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to her safety or health in the

performance of her work, the employee shall report that condition to her immediate supervisor.

- (b) The supervisor, upon being notified under (a) above, shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The two members of the Health and Safety Committee may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refused to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.
- (d) If the employee refuses to work because of her belief that the condition is dangerous, the employee must be available to perform other work assigned to her.

32:10 Where an employee refused to perform work in accordance with Section 32:09, no other employee shall be assigned the particular work unless the employee is notified of the refusal and the reasons for the refusal, if known.

32:11 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 32:08 and 32:09.

32:12 Disciplinary action shall not be taken against an employee solely for the reason that:

- (a) The employee made a report under Section 32:09; and
- (b) The employee refused to work or continue to work under the conditions described under Section 38:09 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to her safety or health.

32:13 Where an employee takes unfair advantage of the provisions described in Section 32:09 for frivolous reasons, she may be subject to disciplinary action up to and including suspension or dismissal.

32:14 **Staffing levels will be posted at each residence per provincial funding and the recommendation of the Occupational Therapist.**

Article 33 Loss or Damage to Personal Effects

33:01 Employees who suffer loss or damage to personal effects as a result of performing duties authorized by management may submit a claim for reimbursement to the Executive Director.

33:02 The Executive Director will authorize fair reimbursement where the loss or damage is not covered by the employee's insurance.

33:03 Employees are expected to use personal effects of a type suitable and commensurate with the employment environment.

Article 34 Protective Clothing

34:01 Where the Employer determines that protective clothing is required in the performance of the employee's duties, such protective clothing shall be provided to the employee.

34:02 Where protective clothing is supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties. The Employer shall not be responsible to replace or repair if the damage is willfully committed by the employee. This will be replaced or repaired at the employee's expense.

Article 35 Grievance Procedure

35:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

35:02 A grievance is defined as a complaint in writing filed by an employee, a group of employees, or either party to this Agreement concerning:

- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 2 of the Grievance Procedure.

35:03 Notwithstanding 35:02, an employee may complain or grieve on any unsatisfactory working condition to Step 1 of the Grievance Procedure. The decision at Step 1 shall be final for such grievances.

- 35:04**
- (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. A policy grievance initiated by the Union shall be presented to the Chairperson of the Board, a policy grievance initiated by the Employer shall be presented to the President of the Union or designate. In all cases, such grievances shall be presented within twenty (20) working days from the action giving rise to the grievance.
 - (b) Where the parties fail to resolve a grievance under 35:04 (a), either party may refer the grievance to Step 2 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
 - (c) Notwithstanding 35:06, a grievance filed under 35:04 (a) shall not require the signature of an employee.

- 35:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights or recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 35:06** The grievance shall be presented in writing providing a description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified and/or expanded upon by the Union at any time prior to Arbitration.
- 35:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union representative present at such a discussion. When a grievance cannot be presented in person, it may be transmitted by registered mail.
- 35:08** An employee has the right to representation by a Union representative at any step of the Grievance Procedure.

Step One

- (a) Within fifteen (15) working days after the date upon which she was notified orally or in writing, or on which she first became aware of the action of the circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Executive Director of Family Visions Inc.
- (b) The Executive Director or designate shall sign for receipt of the grievance, and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.

- (c) The Executive Director should discuss the grievance with the employee and her representative before giving a decision on the grievance.
- (d) For those grievances concerning unsatisfactory working conditions as defined in 35:03, the Executive Director shall hold a hearing to discuss the grievance with the employee and her representative before giving a decision on the grievance.

Step Two

A decision of the Executive Director may be submitted to Arbitration in accordance with Article 36, Grievance Arbitration Procedure, providing the category of the grievance is such as is defined in 35:02. The decision of the Arbitration Board shall be final and binding for all such grievances. Union approval must first be obtained before any matter is submitted to Arbitration.

- 35:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure within fifteen (15) working days of the date that the employee became aware of the action.
- 35:10** The rejection of an employee on probation is not arbitrable.
- 35:11** An employee may withdraw a grievance by giving written notice to the Union and the Employer.

Article 36 Grievance Arbitration Procedure

- 36:01** Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to Arbitration in accordance with the procedure set forth in this Article:
 - (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
 - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;

- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee;
- (d) Disputes as to whether a specific grievance is arbitrable.

36:02 The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section 36:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 1, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Employer and shall set forth the issue in dispute for referral to the Arbitration Board.
- (b) Where the party initiating the arbitration proceeding wishes to request arbitration by a single arbitrator, the notice referred to in 36:02(a) shall so state.
 - (i) Where the party who received the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with 36:02(c) within ten (10) working days.
 - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three-person board, the notice referred to in 36:02(a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall, within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (ii) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
 - (iii) If either party fails to appoint its member to the Board as provided above or where the two appointees of the parties fail to agree on the appointment of a third member within the time specified, the Labour Board of Manitoba, upon request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case requires.
 - (iv) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.

- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the board within fourteen (14) days following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three-person Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined for cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may

substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

- (m) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (i) The parties to the Arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
 - (ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - (iii) Each party to the Arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
 - (iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board and on behalf of that party.
 - (v) The parties of the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the Arbitration.

36:03 The parties hereto agree that an employee or Board Member of Family Visions Inc. or a staff member or Board Member of the Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

Article 37 Retroactive Wages

37:01 Retroactive pay adjustments to **August 1, 2021**, upon the date of ratification of this Agreement, shall apply and be paid to employees who are in the employ of the Employer on the date of signing if so required.

Article 38 Duration and Notice to Commence

Collective Bargaining - Revision and Renewal

- 38:01** This Agreement is effective from and including the date of signing except where otherwise stated and continues in effect up to and including March 31, **2023**. The parties hereto agree that during the period required to negotiate a renewal or renewal and revision of this Agreement, the provisions of this Agreement shall remain in full force and effect.
- 38:02** Not more than ninety (90) calendar days and not less than thirty (30) calendar days preceding the expiry date of this Agreement, either party to the Agreement may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement. The party giving notice agrees to deliver its written proposals to the other party at least thirty (30) days prior to the expiry of this Agreement.
- 38:03** Where a party to this Agreement has given notice, per 38:02, to the other party, the parties shall, within sixty (60) calendar days commencing from and including the day of receipt of the proposals, meet to commence bargaining. All time limits in 38:02 and 38:03 may be extended by mutual consent of the parties.

Article 39 Education Courses

- 39:01** Where the Employer deems it necessary the Employer may require the employee to attend training. Where the Employer requires the employee to attend training, the employee will be paid for the hours spent in training to a maximum of eight (8) hours in a day payable at straight time, plus actual travel time paid at the employee's straight rate of pay to a maximum of five (5) hours per day. Travel time shall not count towards the Employee's weekly hours of work. The Employer will pay tuition and travel expenses which shall include accommodation expense, transportation, and meals in accordance with the reimbursement rates as determined by Family Services.

Note:

Employees attending the Disability Support Community Project Training (DSCP) are doing so voluntarily and therefore would not be covered under this article.

Article 40 Benefits

40:01 If required by the Employer, the Employer will pay the costs for employees for the following:

- (a) Flu shots; and
- (b) Hep A, B & C shots.

40:02 The Employer will facilitate payroll deductions for employees who wish to contribute to the group R.R.S.P. at a financial institution of its choice, and following the requirements of the financial institution. It will be open to all employees to sign up, withdraw from, or adjust the amount of her contribution on an annual basis; subject to the requirements of the institution.

40:03 Family Visions Inc. and the Manitoba Government and General Employees' Union (representing certain employees of Family Visions) have entered into a Health Spending Account Program for the regular and part-time employees, as follows:

1. Benefits to include Dental, Prescription Drugs, Vision (including eye examinations), Ambulance and Chiropractic;
2. Benefits to cover regular and part-time employees that are MGEU members and that have completed their probationary period;
3. Amount of benefit allowable for regular (35 hours or more per week) is \$650.00 and \$325.00 for part-time (more than 20 hours per week but less than 35 hours per week) per fiscal year;
4. The fund's fiscal year is April the 1 to March 31. Employees shall accumulate their Health Spending Account entitlement at the rate of

1/12 of the allowable total for each month of the fiscal year commencing April 1 or the month in which the employee first becomes eligible under the benefits whichever comes later. The benefits shall be payable at the end of each quarter provided the employee has \$100.00 worth of receipts. The employee shall submit all remaining receipts for payment in the last quarter of the fiscal year. In no event, shall the amount of benefit paid exceed the employee's unused accrual as of the end of the quarter or fiscal year, as the case may be;

5. Employees who have not worked a full year will only be entitled to a pro-rated amount of the benefit;
6. Employees who terminate prior to March 31st must submit expenses with receipts attached to Blue Cross upon termination of employment;
7. Expenses must be submitted with receipts attached.
8. Employees must spend all of their benefits dollars within the one (1) year period described above to avoid forfeiture.
9. Employees on leave will not be entitled to Health Spending benefits.

Article 41 Civil Liability

41:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by an employee 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 hereinbefore referred to, being commenced against her shall advise the Employer of any such notification or legal process;
- (b) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall accept full responsibility for the conduct of the action and the employee agrees to cooperate fully with any counsel appointed by the Employer;

- (c) Provided that the conduct of the employee which gave rise to the action did not constitute gross negligence of her duty as an employee, then:
 - (i) The Employer shall pay any damages or costs against any such employee in any such action or proceeding and all legal fees, and/or;
 - (ii) 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 before the same is finalized.

Article 42 Sick Leave

42:01 Earned sick leave entitlement will be granted by the Employer where an employee is unable to be at work and perform her regular duties as a result of illness or injury.

42:02 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

42:03 An employee who will be absent from work due to illness or injury will notify their supervisor prior to the commencement of her next scheduled shift(s).

An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive sick leave benefits for the shift(s) in question:

Prior to a day shift	Two (2) hours
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Prior to an evening shift	Four (4) hours
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Prior to an overnight shift	Four (4) hours
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42:04 (a) A regular employee working thirty-five (35) hours or more per week will accumulate sick leave at the rate of one-half (1/2) day per bi-weekly period;

- (b) A part time employee working more than twenty (20) and less than thirty-five (35) hours per week will accumulate sick leave at the rate of one-quarter ($\frac{1}{4}$) day per bi-weekly period.
- 42:05** Employees will accumulate unused sick leave to a maximum of seventy (70) days.
- 42:06** The Employer reserves the right to require a medical certificate from an employee before approving sick leave benefits. Medical certificates will not be unreasonably requested.
- 42:07** 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.
- 42:08** Employees returning to work after being on sick leave for more than thirty (30) days must provide a doctor's letter to the Employer two (2) weeks in advance of their return.
- 42:09** An employee who requests to return to work before the specified date on the doctor's letter must give the Employer a letter at least two (2) weeks in advance from the doctor stating that the employee is well enough to return.
- 42:10** If an employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay until proper notification is received.
- 42:11** **Family Leave**
An employee may use their banked sick leave to take up to three (3) days of family related leave in each calendar year to attend to the medical needs of a child, spouse (including a common-law partner), parent or parent-in-law (including the parent of a common-law partner), provided the employee has available sick days.

Article 43 Overnight Shifts Where No Residential Caregivers Exception Applies

- 43:01** Employees who work overnight shifts during which they are permitted to sleep shall be paid a maximum of seven (7) hours while sleeping at the Manitoba minimum wage as a sleep stipend.
- 43:02** Employees who work overnight shifts will have the hours during which they are sleeping count towards overtime but only in accordance with the averaging provisions below.
- 43:03** Employees who work overnight shifts will have their hours, including sleep time, average over an eight (8) week period and will only receive overtime at the conclusion of the eight (8) week period where they have worked more than three hundred and twenty (320) hours in the eight (8) week period including the sleep time.
- 43:04** Employees who are required to be awake due to the needs of the supported individuals during the designated sleep shift, will be compensated in accordance with the Collective Agreement for any time worked. In order to be eligible for such compensation the employee shall notify the appropriate Program Director of the hours awake and the reasons for being awake within twenty-four (24) hours of the end of the shift.

Article 44 Privately Owned Vehicle/Travel Expenses

- 44:01** In circumstances in which an employee is required to use her own motor vehicle for the purpose of performing the responsibility of their job, and is authorized by the Employer in advance, the Employer will pay the same rate per kilometer traveled as authorized and paid to the employees by the Department of Family Services, calculated from the Employer's place of business. It will be the responsibility of the employee to ensure appropriate motor vehicle licensing, insurance and registration are in effect.

Article 45 Labour Management Committee

- 45:01** 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 Representatives may attend and participate at Labour/Management Committee meetings. The Employer's Chair of its Personnel Committee 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 interest of maximum service to the supported individuals and the maintaining of harmonious relations.
- 45:02** The Employer and Union Representative shall alternate in presiding over meetings.
- 45:03** 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 46 Overpayments

- 46:01** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than twenty-four (24) months from the date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and
- (c) The proposed recovery is made over a period of time which is not less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

46:02 In the event the employee retires from or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

Article 47 Pre-Retirement Leave

47:01 A regular employee who retires at or after age sixty-five (65) with twenty (20) or more years of service, shall be granted one (1) day of paid pre-retirement leave per year of service or portion thereof to a maximum of twenty (20) days.

47:02 Payment of Pre-**Retirement Leave**

- (a) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.
- (b) Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.
- (c) Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

- (d) Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rated portion of pre-retirement leave based on their actual hours as compared to those of full-time employees.
- (e) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

Article 48 Wellness Days

- 48:01 Wellness days shall be defined as a day off, without the need of a medical note and where the employee is not physically ill or injured. This time is to be used for an employee to take care of their mental health, or engage in self-care activities.**
- 48:02 The Employer will offer one wellness day off, with pay, per fiscal year (April 1 to March 31), to full-time employees. Wellness days will be provided, on the basis that an employee has accrued sick leave in their sick leave bank and the granting of such leave is operationally feasible. Wellness days will not carry over from one fiscal year to the next.**
- 48:03 Payment for wellness days shall come from an employees sick leave bank. An employee cannot take a wellness day, prior to sick leave credits being earned.**
- 48:04 The employee must request the wellness day no less than five (5) working days prior to the day off and the Employer will grant the wellness day provided it can find someone to fill the shift and no more than one (1) employee is taking a wellness day in a residence at the same time.**
- 48:05 Wellness days must be taken as a standalone day off (full shift, not partial shift), and cannot be used to extend vacation/stat leave.**

48:06 Part-time and casual employees shall be granted wellness days on a prorated basis as follows, rounded to the nearest whole day:

$$\frac{\text{Number of hours worked part-time}}{2080} \times \text{Wellness Days (1)}$$

48:07 An employee who resigns or whose employment is terminated, shall not be entitled to payment for accumulated wellness days.

Article 49 Interpersonal Violence Leave

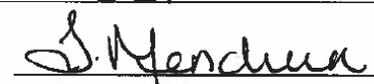
49:01 The Employer shall provide Interpersonal Violence Leave (Domestic Violence) in accordance with the Manitoba Employment Standards Code, as may be amended from time to time.

IN WITNESS WHEREOF: The Chairperson of the Board has hereunto set their hand for, and on behalf of Family Visions Inc. and a Representative of the Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of the Manitoba Government and General Employees' Union.

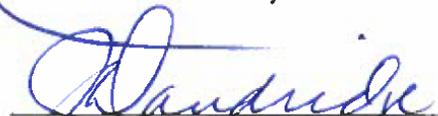
Signed this 29 day of September, 2021.



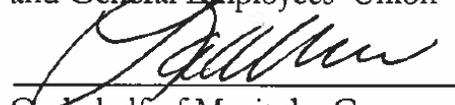
On behalf of Family Visions Inc.



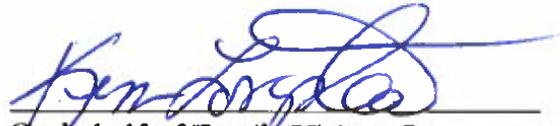
On behalf of Manitoba Government
and General Employees' Union



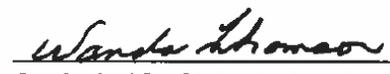
On behalf of Family Visions Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Family Visions Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

Between

Family Visions Inc.

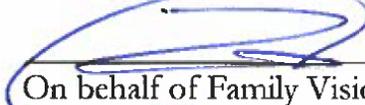
And the

Manitoba Government and General Employees' Union

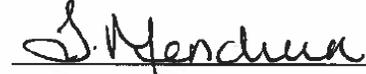
Subject: Employee Assistance

The parties agree that if an employee appears to be having problems affecting work performance that the Employer and/or the Union will endeavour to refer the employee to the appropriate resource.

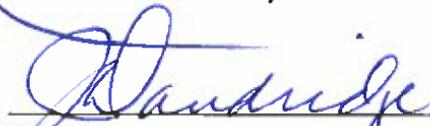
Signed this 29 day of September, 2021.



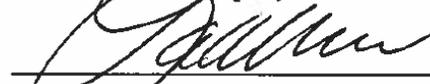
On behalf of Family Visions Inc.



On behalf of Manitoba Government
and General Employees' Union



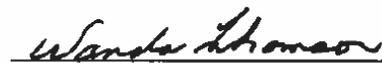
On behalf of Family Visions Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Family Visions Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

Between

Family Visions Inc.

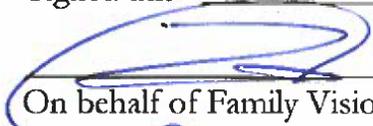
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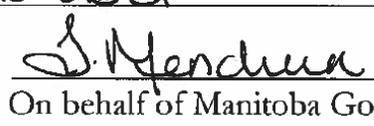
Manitoba Government and General Employees' Union

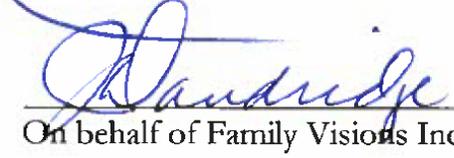
Subject: Pension and Benefits Committee

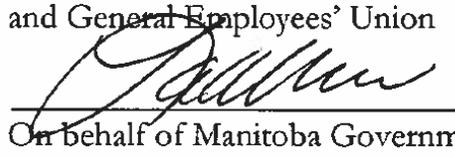
The Employer and the Union will jointly establish a committee to review the current health benefits provided by Family Visions and the associated costs. The committee may review alternate health benefit plan and/or matching RRSP pension plans, and the associated costs of such plans on a cost shared basis. The committee will report back to the Board of Directors and to the membership/employees within three (3) months of ratification or such further time as established by the committee. Nothing herein obligates the Employer to adopt a new plan or to incur any further expenses in relation to benefits.

Signed this 29 day of September, 2021.

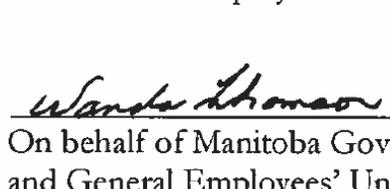

On behalf of Family Visions Inc.


On behalf of Manitoba Government
and General Employees' Union


On behalf of Family Visions Inc.


On behalf of Manitoba Government
and General Employees' Union


On behalf of Family Visions Inc.


On behalf of Manitoba Government
and General Employees' Union

Appendix “A” – Salary Schedule

In any year of this Agreement where the Province provides an increase to the funded hourly wage which as a percentage is greater than the negotiated percentage increase for that year, the Employer shall increase the wages by the same amount including the negotiated percentage increase, effective the date of increase from the government.

Salary Scale April 1, 2021 to March 31, 2023

April 1, 2021 to July 31, 2021	1	2	3	4	5
Support Staff - Hourly Rate	14.33	15.16	15.54	16.26	16.77
Support Staff - Overtime Rate	21.5	22.74	23.31	24.39	25.16
Team Leader - Hourly Rate	15.75	16.74	17.34	17.82	18.36
Team Leader - Overtime Rate	23.63	25.11	26.01	26.73	27.54
August 1, 2021 to March 31, 2022	1	2	3	4	5
Support Staff - Hourly Rate	14.40	15.24	15.62	16.34	16.85
Support Staff - Overtime Rate	21.60	22.86	23.43	24.51	25.28
Team Leader - Hourly Rate	15.83	16.82	17.43	17.91	18.45
Team Leader - Overtime Rate	23.75	25.23	26.15	26.87	27.68
April 1, 2022 to March 31, 2023	1	2	3	4	5
Support Staff - Hourly Rate	14.51	15.35	15.74	16.46	16.98
Support Staff - Overtime Rate	21.77	23.03	23.61	24.69	25.47
Team Leader - Hourly Rate	15.95	16.95	17.56	18.04	18.59
Team Leader - Overtime Rate	23.93	25.43	26.34	27.06	27.89