

Collective Agreement

between

S.P.I.K.E. Inc.

and

Manitoba Government and General Employees' Union

Local 266

April 1, 2020 - March 31, 2023

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*All changes are in **bold**.

This Agreement made this 6th day of May, 2021.

between

S.P.I.K.E. 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.

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.

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”. When an employee is unable to leave a shift or location for client safety reasons or due to extenuating circumstances, authorization shall be presumed, as long as Employer policy has been followed.
- (b) “Casual Employee” means a person other than a Full-time or part-time employee who is employed on an irregular or unscheduled basis. A casual employee is not included in this Agreement.

- (c) “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.
- (d) “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.
- (e) “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- (f) “Employee” means a person employed in a position in the bargaining unit.
- (g) “Full-time Employee” means an employee who regularly and recurrently works the full prescribed hours of work specified in Article 13.
- (h) “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.
- (i) “Harassment” is defined as:
 - (i) Objectionable conduct that creates a risk to the health of an employee, or

- (ii) Severe conduct that adversely affects an employee's psychological or physical well-being.
 - (j) "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.
 - (k) "On-Call" shall mean the Program Coordinator who is available to assist employees in the absence of their Coordinator, usually Friday from 6:00 pm to Monday at 10:00 am and holidays.
 - (l) "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 Article 13.
 - (m) "Promotion" means a change of employment from one (1) position to another having a higher maximum salary.
 - (n) "Term Employee" means an employee engaged for a specified period of time or until completion of a particular project or special assignment.
 - (o) "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;
 - (p) "Union" shall mean the Manitoba Government and General Employees' Union;
 - (q) "Violence" means:
 - (i) the attempted or actual exercise of physical force against a person; and
 - (ii) any threatening statement or behaviour that gives a person reasonable cause to believe that physical force will be used against the person.
- 1:02** (a) For the purpose of the definition "Harassment" in 1:01(i), conduct is:

- (i) objectionable, if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin; or
 - (ii) severe, if it could reasonably cause an employee to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on an employee.
- (b) Reasonable conduct of an employer or supervisor in respect of the management and direction of employees or the workplace is not harassment.
- (c) In this Article and in the definition “Harassment” in Article 1:01(i), conduct includes a written or verbal comment, a physical act or gesture or a display, or any combination of them.

1:03 Wherever the singular and the 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.

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. 5966 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, stoppage of work or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 33.

- 2:03** This Agreement shall apply to all employees employed by S.P.I.K.E. Inc. (SPIKE) in classifications listed in the Salary Schedule which is attached to and forms part of this Agreement.

Article 3 Duration of Agreement/Renewal

- 3:01** This Agreement shall be effective from April 1, **2020** up to and including March 31, **2023**, 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 a minimum of one hundred and eighty (180) days and not later than 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.

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. The parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 4:02** Where the parties fail to agree on an appropriate salary range for the new classification the matter may be referred to arbitration in accordance with Article 33. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

Article 5 Pay

- 5:01** Employees shall be paid in accordance with the Salary Schedule attached to and forming part of this Collective Agreement.
- 5:02**
- (a) Salaries shall be paid biweekly to each employee in accordance with his classification listed in the Salary Schedule.
 - (b) The Employer or affected employee are responsible to report any errors in pay to the other party within two (2) pay periods (not including time spent on approved leave) of the error occurring.
 - (c) Errors in pay of less than eight (8) hours of pay made by the Employer shall be corrected on the next pay day.
 - (d) Errors in excess of eight (8) hours of pay made by the Employer shall be corrected. Where there is money owing to the employee, the employee shall be paid by supplemental cheque three (3) business days following the day the error was reported, and where there is money owing to the Employer, it shall be recovered over four (4) pay periods or as can be agreed by the parties.
 - (e) Failure to submit a timesheet on the last day of the pay period without an acceptable reason being provided to the Employer, may result in the employee's pay not being processed. Should this occur, the hours worked will be included in the following pay period for which a time sheet is submitted.**
- 5:03** 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, one (1) full increment more than the rate of pay the employee was being paid in the employee's former classification.

- 5:04** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid in the higher classification scale at a step closest to their regular rate of pay while providing an increase in wage rate. Upon completion of the temporary assignment, the employee will return to her former position at her regular rate of pay.

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 (1) merit increase on his pay scale upon satisfactory completion of one (1) year's accumulated service in his classification since the employee's last increment or since the employee's start of employment.
- 6:02** A part-time employee who works more than thirty (30) hours per week is eligible to be granted his merit increment on an annual basis, as in Article 6:01.

A part time employee who works less than thirty (30) hours per week will receive increments on the basis of one (1) increment for each 1,500 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being applied to the 1,500 hours, it shall be applied to the pay period following the completion of 1,500 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 fourteen (14) 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 the decision of the Board 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.
- 7:05** It is a condition of continued employment that the orientation package must be completed by new employees before the end of their probation period. If the orientation package is not completed, the employee may be subject to rejection on probation. It is the responsibility of the employee to bring their materials to work.

Article 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.
- 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 practised 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 Employer shall advise the employee that they have the option to have a Union representative present.
- 10:03** Where disciplinary action has been taken the employee shall be advised promptly in writing of the disciplinary action, with a copy being sent to the Union office, with the approval of the employee.
- 10:04** Where an employee is under investigation or placed on crisis suspension, they may have their shifts cancelled or be reasonably relocated during the investigation, but they will be paid for the shifts cancelled, for up to two (2) calendar weeks. If the employee is returned to work they will receive back pay for any unpaid shifts that are missed after the two (2) calendar weeks or have any vacation credits used reimbursed.
- 10:05** All employees under investigation by the Employer shall be treated in a fair and respectful manner throughout the process. Investigations shall be timely and the employee under investigation shall be kept apprised of the status of the investigation. It is understood that some information may be unavailable if the investigation is being conducted by an outside agency.
- 10:06** An 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, 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.
- 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** Where the last day on which an employee who has submitted a notice of resignation performs her regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated her service on that Friday and shall be eligible for holiday pay for that Friday.
- 12:04** 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.
- 12:05** The Employer will make available within **ten (10) business** days after termination, all statutory amounts due to the employee.
- 12:06** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date.

12:07 An employee may, 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) Eight (8) hours per day including meal periods* and rest periods; and
- (b) Forty (40) hours per week, and
- (c) Eighty (80) hours biweekly.

(These hours will be used for the purpose of calculating part-time benefits.)

* Meals in the Residential program shall be provided by the Employer and taken with the residents as per SPIKE policies.

13:02 Shift schedules for a period of not less than two (2) 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 An exchange of shifts between employees requires pre-approval from the Program Coordinator and shall not result in any additional cost to the Employer. Requests shall be approved/denied within two (2) business days of informing the Program Coordinator of the request. Where the shifts exchanged are within the two (2) business days the Program Coordinator will approve/deny the request as soon as practicable.

13:04 Staff meetings are a shift to which attendance is mandatory by all the staff who work in that location or that position. The staff will be paid at straight time or overtime rates whichever applies.

Article 14 Sleepover Rates

- 14:01** **Retroactive to September 9, 2020:** Employees performing sleepovers will be compensated a premium of **eighty-five dollars (\$85.00)** 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** The Employer will provide private sleeping accommodations upon the opening of new homes, or relocation of existing homes. For existing homes, the Employer will make every effort to incorporate private sleeping accommodations into any major renovation project.
- 14:03** 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.
- 14:04** If the staff on a sleepover work five (5) hours awake then they will not receive the sleepover premium but will be paid for the entire shift. For any hours worked less than five (5), the employee will receive the sleepover premium plus be compensated for the hours worked.

In order to qualify the employee must inform her Program Coordinator, by leaving a voicemail on the Program Coordinator's office phone line before the end of the shift, informing them of the hours they worked awake, and the reasons why they worked awake.

Article 15 Overtime

- 15:01** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 13.
- 15:02** Overtime shall be paid at the rate of one and one-half times (1 ½ x) for all overtime worked.
- 15:03** Overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate.

- 15:04** By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of time off at overtime rates.
- 15:05** All overtime worked on a holiday (as defined in this Agreement) shall be paid at two times (2x) the employee's basic rate of pay.
- 15:06** 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 applicable overtime rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.
- 15:07** When overtime is required, it shall be offered to the employee not on shift with the most seniority first.
- If none of those employees are available it shall next be offered to the employee with the most seniority on shift.
- Where overtime is required wherein the overtime worked in contiguous to the employee's scheduled working hours, the Employer may limit overtime so that the employee doesn't work more than twelve (12) consecutive hours.
- 15:08** When time switches from Central Standard to Daylight Saving Time and vice-versa the employees on shift shall be paid for one (1) full shift.

Article 16 Client Vacations

- 16:01** During client trips outside their residence, the Employer and the Union agree to the following:
- (a) Effective April 1, 2017, each employee shall receive two hundred dollars (\$200.00) for each twenty four (24) hour period.
 - (b) All reasonable expenses such as meals, transportation and accommodation shall be covered in full by the Employer.

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

Article 17 Training/Recertification

17:01 Training will be provided, as needed, and as the needs of the clients in a program/house change, as determined by the Employer.

Staff will be offered recertification as soon as practicable.

17:02 All staff required to take training above the minimal hiring requirements and/or recertification shall be compensated for time spent at courses, excluding travel and study time, at their basic rate of pay upon successful completion.

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.

18:02 Seniority will terminate if an employee:

- (a) Resigns;
- (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;
- (g) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

18:03 Seniority will continue to accrue if an employee is on:

- (a) Any period of paid leave of absence;
- (b) Any period of paid sick leave;
- (c) Any period of paid vacation;
- (d) Any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) Any period of full Workers Compensation benefits of up to one (1) year;
- (f) Any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) An approved parenting leave;
- (h) An approved compassionate care leave.

18:04 Seniority will be retained but will not accrue if an employee is:

- (a) On unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) Absent on Workers Compensation and in receipt of the total and permanent disability benefit established by Workers Compensation;
- (c) Laid off for less than twelve (12) months;
- (d) 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 31 of the following year.

Article 19 Layoff and Recall

- 19:01** In the event of a layoff, 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** Employees shall be laid off in reverse order of seniority.
- 19:03** An employee who is laid off shall be entitled to exercise her seniority to bump into any classification within the scope of this Agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work, or she may choose to accept layoff. Any employee thus displaced shall have the same rights.
- 19:04** Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 19:05** An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.
- 19:06** 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.
- 19:07** Employees on layoff are to be recalled in order of seniority. Such recall shall be made by registered mail, and shall provide for a minimum of one (1) weeks' notice to report back to work. 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) 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.

- 19:08** 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.
- 19:09** To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.
- 19:10** An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 19:11** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 19:12** Accumulated vacation entitlement shall be paid out at time of layoff, unless the parties agree otherwise.
- 19:13** 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.
- 19:14** 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 | Terry Fox Day |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day (July 1) | Christmas Day |
| | Boxing Day |

Any other holiday proclaimed by Federal or Provincial Statute.

20:02 An employee shall be entitled to her regular pay for the holidays listed in Article 20:01, and when required to work on the holiday, in addition to her regular pay, shall be compensated at one and one-half times (1 ½ x) for all hours worked.

20:03 There shall be a rotation ensuring that employees shall be required to work on either Christmas Day or New Year's Day but not both in any one (1) fiscal year.

20:04 An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
- (b) Has not absented herself from work without the consent of the Employer on her regular working day immediately preceding or following the holiday unless her absence is by reason of established illness.

20:05 An employee required to work on Easter Monday shall be compensated at one and one-half times (1 ½ x) for all hours worked.

Article 21 Vacation

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

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

- Four percent (4%) of all regular paid hours, in the first (1st) year of employment;
- Six percent (6%) of all regular paid hours, in the second (2nd) year of employment;
- Eight percent (8%) of all regular paid hours, in the seventh (7th) year of employment;
- Ten (10%) of all regular paid hours commencing in the fifteenth (15th) year of employment;

Note: Sleepovers are included in the above for employees who have sleepovers as part of their set shifts.

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 provide employees with their vacation entitlement by **April 15** of each year. Employees who request their preferences as to vacation dates in writing by April 30 shall have their preferences granted, by seniority, in each program or location.

The Employer will advise employees by May 15 if their vacation is approved. Employees who do not indicate their preferences by April 30 will have their vacations approved in the order they are received and will not be given by seniority. Vacation may be requested any time **with** thirty (30) days' notice.

21:05 By March 1 of each year, employees shall be apprised in writing of any unused vacation credits. By mutual agreement:

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

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 four percent (4%) of hours worked.

22:03 When an employee is unable to report to work due to illness or injury, she shall give direct notice to her Program Coordinator or the On-Call Coordinator where appropriate.

Direct Notice means:

Prior to the commencement of the day shift two (2) hours or,

Prior to the commencement of the evening shift five (5) hours or,

Prior to the commencement of the night shift six (6) hours.

Direct notice is defined as verbal contact between the employee and Program Coordinator or the On-Call Coordinator where appropriate. Direct notice is not constituted by one way written or voice messages.

22:04 Prior to returning to duty while on sick leave, an employee shall inform her Program Coordinator of when she expects to return to duty.

22:05 (a) Where an employee is absent because of illness for more than three (3) days, the employer may request a certificate from a qualified medical practitioner or licensed nurse practitioner certifying that the employee was unable to work.

If the employee is on an attendance management program the Employer may request a certificate at any time. If an employee fails to give proper notice as per Article 22:03, she may be required to prove her entitlement to sick leave with a certificate.

- (b) The Employer may require a medical certificate to determine an employee's fitness to perform her job.
- (c) Absences due to medical and dental examinations or treatments by physicians, dentists, nurse practitioners, physiotherapists and chiropractors, including travel time, shall be granted to employees and such time shall be chargeable against the employee's accumulated sick leave credits.

Employees will make every effort to make appointments outside of work hours. If this is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.

Such time off may be limited to two (2) hours, increased time may be considered by the Employer in extenuating circumstances.

22:06 Family Leave

The Employer recognizes that from time to time employees may be required to absent themselves from work because of family responsibilities, including but not limited to family and household emergencies and therefore agrees to allow employees to use sick leave credits without prior authorization in each fiscal year to attend to family matters.

- (a) Employees should notify their Program Coordinator with the same notice period as in sick leave Article 22:03.
- (b) The maximum amount of family leave an employee may take in a fiscal year is twenty-four (24) hours.

22:07 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.

22:08 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. Sick leave that may be utilized for this purpose is limited to credits earned in excess of seventy two (72) hours during the employee's first year of employment, and ninety six (96) hours in each year of employment thereafter.

Article 23 Bereavement Leave

- 23:01** An employee shall be entitled to bereavement leave of four (4) shifts without loss of salary within seven (7) business days of the death of a spouse, child, step-child, or ward of the employee.
- 23:02** An employee shall be entitled to bereavement leave of three (3) shifts without loss of salary within seven (7) business days of the death of a parent, step-parent, brother, stepbrother, sister, stepsister, grandparent, grandchild or relative permanently residing in the employee's household.
- 23:03** An employee shall be entitled to bereavement leave of one (1) shift without loss of salary within seven (7) business days of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or relative with whom the employee is permanently residing.
- 23:04** One (1) bereavement leave shift may be retained at the employee's request for use where an interment, cremation or memorial is at a later date.
- 23:05** An employee who is entitled to bereavement leave under Articles 23:01, 23:02 and 23:03 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 23:06** 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.
- 23:07** An employee shall be entitled to additional bereavement or special leave up to a maximum of one (1) day without loss of salary, requested for the purpose of attending a funeral at a distance (in excess of two hundred twenty-five kilometres [225 kms]) from the employee's home.

Article 24 Maternity Leave

- 24:01** Every pregnant employee:

- (a) Who has completed seven (7) continuous months of employment for or with the Employer;
- (b) Who submits to the Employer an application in writing for leave under this Article 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) Who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

is entitled to and shall be granted maternity leave without pay consisting of:

- (d) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned above; or
- (e) 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 Article 24:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (f) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 24:02** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of her accumulated sick leave against the Employment Insurance waiting period.

An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her accumulated sick leave:

- (i) **In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or**

(ii) **In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**

(b) Should the employee not return to work following her maternity leave and, where applicable, parental leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under Article 24:02(a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

24:03 Where an employee's anniversary date falls during the period of maternity leave the employee shall be eligible to receive a merit increase in accordance with Article 6, effective the date upon which she returns to her position of employment.

24:04 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave times the prorating factor shall be credited as service towards eligibility for long service vacation and long service sick leave entitlements. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

Article 25 Parental Leave

25:01 In order to qualify for Parental Leave, an employee must:

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

25:02 An employee who qualifies under 25:01 must:

- (a) Have completed seven (7) continuous months of employment; and

(b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

25:03 An employee who qualifies in accordance with Articles 25:01 and 25:02 is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.

25:04 Subject to Article 25:05, parental leave must commence no later than **eighteen (18) months/eighty (80) weeks after** the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

25:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 26 Leave for the Birth of a Child

26:01 An employee shall be granted up to one (1) day's leave of absence with pay to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of their child, or the day of their partner's admission to or discharge from the hospital.

Article 27 Leave of Absence

27:01 After two (2) years of employment, employees may request a leave of absence without pay and it may be granted for a maximum of three (3) months for good and sufficient reason. Their actual position need not be held but a position will be guaranteed in any program when they return. Such a leave will not be granted more than once every two (2) years and is subject to operational requirements.

Except in emergency circumstances, all requests for leave of absence must be made in writing to the Executive Director at least thirty (30) calendar days in

advance, specifying the reason for requested leave and the proposed dates of departure and return.

- 27:02** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies or Manitoba Infrastructure, staff shall not be paid for such work missed; however, on written request, they will be allowed to use vacation leave to cover the hours missed.

Article 28 Workers Compensation

- 28:01** 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.
- 28:02** 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.
- 28:03** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 29 Union Business

- 29:01** 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. The Union will also provide a copy of the written request to the Director of Human Resources or designate.

- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and shall not be unreasonably denied.
 - (c) Where such leave of absence has been granted the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence plus benefit costs.
- 29:02**
- (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have up to two (2) employees present at each bargaining session on a time-off with pay basis. The Employer shall pay employees for such time spent when it occurs during scheduled work hours.
 - (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
 - (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both Article 29:02(a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Article 29:01(c).
- 29:03** All approved Union leave shall be processed for wage recovery plus benefits costs according to the employee's previously scheduled hours with the time recorded as seniority and service for all benefits.

Article 30 Union Security

- 30:01** 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 biweekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period, following the date the employee is covered under the terms of this Agreement.
- 30:02** The Employer shall forward to the Union the amount of the dues deducted under Article 30:01 above on a biweekly basis per each applicable biweekly pay period system.
- 30:03** The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period system, 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.
- 30:04** 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.
- 30:05** 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 31 Rights of Stewards

- 31:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

- 31:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 31:03** The Union agrees to provide the Employer with a list of stewards and any subsequent changes. The Union shall provide appropriate identification for stewards.
- 31:04** Stewards and employees shall not conduct Union business during their working time.
- 31:05** 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.
- 31:06** Union officers and committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during normal working hours shall first be obtained from the Program Coordinator. Such permission shall not be unreasonably denied. All time spent in performing such Union duties during normal working hours shall be considered as time worked.
- 31:07** 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 Program Coordinator(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their Program Coordinator(s).
- 31:08** 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.

31:09 The Employer agrees to make a bulletin board available in each home 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 32 Grievance Procedure

32:01 A grievance shall be defined as a written complaint arising out of the interpretation, application, or alleged violation of this Agreement.

32:02 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.

32:03 Local Union representatives, upon request to the Program Coordinator and subject to operational requirements, shall be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

32:04 **Step 1**

- (a) Within twenty (20) 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 Program Coordinator;
- (b) The Program Coordinator or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days;
- (c) The Program Coordinator or designate may hold a hearing to discuss the grievance with the employee and the employee's Union representative before giving a decision on the grievance.

Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the Executive Director, within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The Executive Director shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance;
- (c) The Executive Director shall hold a hearing to discuss the grievance with the employee and the employee's Union representative before giving a decision on the grievance.

32:05 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 Executive Director as outlined above.

32:06 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 Executive Director.

32:07 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

32:08 All time limits referred to in this section may be extended by mutual agreement.

Article 33 Grievance Arbitration Procedure

33:01 Within twenty (20) working days after receiving the Executive Director's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

33:02 Unless both parties agree to a sole arbitrator within ten (10) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the arbitration board.

- 33:03** The two (2) named members of the board shall within ten (10) days name a third member of the board who shall be chairperson.
- 33:04** In the event of a failure to agree to a third person, the Minister responsible for Labour for the Province of Manitoba shall be requested to appoint a third member.
- 33:05** The arbitration board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement or to modify or amend any portion of this Agreement.
- 33:06** The board shall determine its own procedures but shall provide full opportunity to all parties to present evidence and make representations. The board shall hear and determine the differences or allegations and render a decision within ten (10) days from the time it holds its final meeting.
- 33:07** The decision of the majority or the sole arbitrator shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration or the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 33:08** Within five (5) days of receipt of the award should the parties disagree as to the meaning of the decision of the board or the sole arbitrator either party may apply to the chairperson of the board of arbitration or sole arbitrator to reconvene. Within five (5) days the board of arbitration or the sole arbitrator shall reconvene to clarify the decision.
- 33:09** **Expenses of the board**
Each party shall pay:
- (a) The fees and expenses of the arbitrator it appoints.
 - (b) One-half (1/2) the fees and expenses of the chairperson or sole arbitrator.
- 33:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

- 33:11** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 33:12** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 33:13** 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 34 Contracting Out

- 34:01** 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 35 Technological Change

- 35:01** “Technological Change” means the introduction of equipment or material which is likely to affect the security of employment of a member of the bargaining unit.
- 35:02** The Employer agrees to notify the Union, in writing, at least ninety (90) days before the introduction of such Technological Change. During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
- 35:03** An employee who is displaced from their job as a result of the Technological Change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with layoff procedures specified in this Agreement.

35:04 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the Technological Change, the Employer agrees that employees shall be trained on the new equipment or new method of operation, and said training shall be provided and paid for by the Employer during normal working hours, if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the program for individuals possessing such skills. A reasonable training period (not to exceed twelve [12] months) will be provided by the Employer. During the above training periods, the employees shall be paid at their current rate of pay.

Article 36 Safety and Health

36:01 The Employer shall in accordance with the objects and purposes of the Workplace Safety and Health 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 its regulations.

36:02 The parties recognize the importance of establishing a Workplace Safety and Health Committee structure to enhance the ability of employees and the Employer to resolve health and safety concerns.

The parties agree there shall be a single Workplace Safety and Health Committee responsible for all Employer work locations. Such Committee will be deemed to be subject to and retain all responsibilities, jurisdiction and authorities as conferred to committees under The Workplace Safety and Health Act and its regulations.

36:03 The Workplace Safety and Health Committee will be comprised of two (2) representatives from the bargaining unit and two (2) representatives of the Employer.

36:04 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 SPIKE, including respite clients, with the exception of emergency placements, client care plans shall be developed and communicated prior to the arrival of the resident. In the case of emergency placements, the client care plan shall be in place within five (5) working days.

36:05 The Employer shall provide preventative measures for those employees who may come in contact with infectious diseases in the course of their employment. Such measures shall include the provision of, for example, gloves, soaps, and hand washing facilities.

36:06 When an employee is scheduled for a sleepover shift alone, the Employer shall document a plan which includes methods to ensure the employee’s safety and provides for emergency assistance. This plan must be agreed to by the affected employee. In those instances where two (2) employees are scheduled for such a shift and one (1) is unable to attend at work, the Employer shall provide additional coverage to fulfill this obligation.

36:07 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.

36:08 Where the employee refuses to work under Article 36:06 she shall immediately report her refusal and the reasons therefor to her Program Coordinator.

36:09 The Program Coordinator in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions, if it is determined that the refusal is valid.

Article 37 Civil Liability

37:01 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 gross negligence of her duty as an employee.
- (c) Upon the employee notifying the Employer in accordance with Article 37:01(a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

Article 38 Harassment

- 38:01** The parties recognize that the problem of harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace and that every employee is entitled to work free of harassment. The employer must ensure, so far as reasonably practicable, that no employee is subjected to harassment in the workplace.
- 38:02** The Employer must:
- (a) Develop and implement a written policy to prevent harassment in the workplace; and
 - (b) Ensure that employees comply with the harassment prevention policy.
- 38:03** The harassment prevention policy must be developed in consultation with the Workplace Safety and Health Committee.
- 38:04** Where an employee is of the opinion that the employee has been or is being harassed, the employee may forward a written complaint directly to the Assistant Director and copied to the Executive Director. The complaint shall be marked "Personal and Confidential".
- 38:05** The Assistant Director will endeavour to resolve the matter in an expeditious and confidential manner.
- 38:06** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint **in accordance with Article 38:12 where appropriate.**
- 38:07** The complainant and the alleged offender will be informed of the results of the investigation.
- 38:08** Management will take corrective action with anyone under their direction who harasses another person. The Executive Director, after investigating the complaint shall have the authority to:
- (a) Dismiss the complaint; or
 - (b) Determine the appropriate discipline; and/or

(c) Take any action which in the Employer's opinion may be necessary.

38:09 Where the Executive Director determines that a complaint has been made for frivolous or vindictive reasons, he/she shall have the authority to:

- (a) Implement disciplinary action against the complainant; and/or
- (b) Take any action against the complainant which in his/her opinion may be necessary.

38:10 Where the alleged harasser is the Executive Director, the employee may forward the written complaint directly to the Board of Directors of SPIKE. The Board shall follow the process as set out above.

38:11 All employees have the right to file a complaint with the Manitoba Human Rights Commission. This Agreement does not discourage or prevent anyone from exercising their legal rights.

38:12 The Employer will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:

- (a) Necessary to investigate the complaint or take corrective action with respect to the complaint; or
- (b) Required by law.

38:13 The Employer must provide a copy of the harassment prevention policy to every employee.

Article 39 Violence in the Workplace

39:01 The Employer will ensure, so far as it is reasonably practicable, that no employee is subjected to violence in the workplace.

39:02 The Employer must:

- (a) Develop and implement a violence prevention policy at the workplace;
- (b) Train employees in the violence prevention policy; and

- (c) Ensure that employees comply with the violence prevention policy.
- 39:03** The violence prevention policy must be developed in consultation with the Workplace Safety and Health Committee.
- 39:04** A violence prevention policy must set out the actions and measures the Employer will take to eliminate the risk of violence to an employee or to control that risk if it is not reasonable practicable to eliminate it.
- 39:05** The Employer will take corrective action respecting any person under the Employer's direction who subjects an employee to violence.
- 39:06** When a risk of violence in the workplace is identified, the Employer must inform employees about the risk and provide information on the nature and extent of the risk and the risk of violence from persons whom employees are likely to encounter in the course of their work.
- 39:07** The violence prevention policy is not intended to discourage or prevent a complainant from exercising any other rights, actions or remedies that may be available to him or her under any other law.
- 39:08** The Employer will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is:
- (a) Necessary in order to investigate the complaint or take corrective action in response to the complaint; or
 - (b) Required by law.
- 39:09** The Employer must post a copy of the violence prevention policy in a conspicuous place at the workplace or, if posting is not practicable, provide a copy of the violence prevention policy to each employee.

Article 40 Court Leave

40:01 An employee who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period. All witness fees received by the employee shall be remitted to the Employer.

Article 41 Labour Management Committee

41:01 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.

41:02 The Employer and Union representative shall alternate in presiding over meetings.

41:03 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 42 Vacancies, Promotions and Transfers

42:01 (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) The Employer shall make selection for filling of vacant positions from internal applicants on the basis of qualifications, skill and ability. Where applicants have similar qualifications, skill and ability, the most senior applicant shall be selected. Where an employee who is junior in seniority is selected, the qualifications, skill and ability of the junior employee shall be shown to be greater than the candidates who have more seniority.

42:02 Upon promotion, an employee shall be paid a rate in the higher salary range within the salary schedule that is if possible not less than one (1) increment above her former salary. Eligibility for applicable merit increases shall be in accordance with Article 6.

42:03 All promotions are subject to a six (6) month trial period.

42:04 During the trial period, if the employee proves to be unsatisfactory in the new position or if she wishes to revert voluntarily, she shall be returned to her former classification and rate of pay without loss of seniority.

42:05 An employee, other than a term employee, who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.

42:06 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 43 Loss of or Damage to Personal Effects

43:01 Where an employee who, in the course of carrying out her duties, suffers damage to, or loss of, eyeglasses, false teeth, a watch or other personal effects usually carried with or worn by the employee, including clothing, the employee shall be reimbursed at a reasonable replacement cost.

43:02 All incidents of loss of, or damage to personal effects as mentioned in Article 43:01, shall be reported in writing, by incident report, by the employee whose personal effects are lost or damaged to the Program Coordinator within the same shift.

43:03 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 an accident, normal wear and tear excepted.

Article 44 Privately Owned Vehicles

44:01 (a) The applicable reimbursement rates for the use of a privately-owned vehicle, for travel on program business, as authorized by the Employer, shall be forty cents per kilometre (40¢/km). This rate will be reviewed on April 1 and October 1 and shall be calculated using the formula below; however, the amount shall not be less than forty cents per kilometre (40¢/km).

Base rate = Forty-one cents per kilometre (41¢/km) based on a price of one dollar (\$1.00) per litre of regular gasoline.

For every ten cents (10¢) increase/decrease in the price per litre of regular gasoline from the base rate of one dollar (\$1.00) per litre, there shall be a one cent per kilometre (1¢/km) increase/decrease in the private vehicle kilometer reimbursement rate.

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

Gas prices will be determined using Statistics Canada data at table 326-0009.

<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=3260009&&pattenn=&stByVal=1&p1=1&p2=37&tabMode=dataTable&csid=>

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

- 44:02** The Employer shall cover the costs of the MPI autopac deductible for damage to a vehicle (to a maximum of two hundred dollars [\$200]) and of interior car cleanings for employees who transport residents in their personal vehicles, resulting from a client incident.
- 44:03** Deductibles -- The Employer shall ensure that the MPI deductible on house vehicles is as low as possible (currently - two hundred dollars [\$200.00]). When an employee operates a house vehicle and is deemed by MPI to be responsible for the deductible, the Employer shall assess the circumstances on a case-by-case basis, and where the employee has not been negligent, the Employer shall cover the cost of the deductible.

Article 45 Special Provisions Re: Part-time Employees

- 45:01** The pro rata factor shall be calculated as follows:

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

in the Proceeding eight (8) weeks

45:02 **General Holidays**

Where an employee is eligible for holiday pay, or time in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours times the prorating factor.

45:03 **Overtime**

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 13.

45:04 **Bereavement Leave**

This leave shall be prorated using the prorating factor as outlined above.

45:05 **Extra Hours**

Part-time employees who indicate in writing to the Employer that they wish to work additional hours, shall be offered such work providing they are able to perform the required duties. Such additional hours shall be offered first to

employees working in the house in question, based upon seniority. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

Article 46 Employee Benefits Plan/Pension Plan

- 46:01** The Employer agrees to continue to provide the current benefit plan, Chamber of Commerce Group Insurance Plan (Firm No. 36144), on a cost-shared basis of fifty percent (50%) each. See Appendix A for details of the Plan.
- 46:02** The Employer agrees to provide employees with a pension plan. Employee contributions will be three percent (3%) of regular earnings matched by Employer contributions of three percent (3%).
- 46:03** The Employer agrees to provide an Employee Assistance Program on a cost shared basis of fifty percent (50%) each.

Article 47 Access to Board of Directors

- 47:01** Should staff have issues of concern regarding SPIKE operations, they may put these in writing for consideration and response by the Board of Directors. Such written submissions must be brought to the Executive Director who will be responsible for bringing them to the Board's attention in a timely manner.

Note: This process is to be used only after concerns have been brought to the Executive Director and his/her response has been unsatisfactory.

Article 48 Citizenship Leave

- 48:01** 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 49 Compassionate Care Leave

49:01 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end not later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued, or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;

- (iii) A parent of the employee or spouse or common-law partner of the parent;
 - (iv) Or any other person described as family in the applicable regulations of The Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 18.
- (h) Subject to the provisions of Article 22, an employee may apply to utilize income protection **of up to five (5) days** to cover all or part of the Employment Insurance waiting period. **An employee may also apply to utilize up to an additional five (5) days of income protection in the week immediately following the discontinuation of payments of Employment Insurance Compensation Benefits.**
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 23.

The employee shall notify the employer as soon as possible regarding the death, in order to determine their eligibility for bereavement leave and to discuss their return to work.

IN WITNESS WHEREOF a representative of Supporting Peoples Independence Knowledge & Empowerment Inc. has hereunto set their hand for, and on behalf of, Supporting Peoples Independence Knowledge & Empowerment Inc. and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 6th day of May, 2021.



On behalf of S.P.I.K.E. Inc.

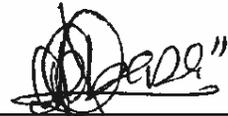




On behalf of S.P.I.K.E. Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

S.P.I.K.E. Inc.

and

Manitoba Government and General Employees' Union

Re: Awake at Night Staff - Ten Hour Shifts

The parties agree to vary the terms and conditions of the Collective Agreement for Residential Support Workers who work through the night. These employees shall be known as "Awake at Night staff".

General Principle

Where a benefit is to be calculated for an employee working under the terms and conditions of a variation to the work day or work week, it shall be calculated in a manner such that:

- (a) There shall be no increased cost to the Employer when compared to a standard eight (8) hour employee;
- (b) The benefit shall be prorated in a manner that will provide an equivalent benefit to an employee working a regular work day and work week.

Hours Of Work

- (a) Employees shall work ten (10) hour shifts.
- (b) Employees shall not be entitled to work sleepover shifts.

Overtime

- (a) Overtime shall be paid after ten (10) hours in a day, in accordance with Article 15 of the Collective Agreement.
- (b) Overtime shall be paid after forty (40) hours in a week, as per Article 15.

Holidays

Employees shall be compensated for holidays as follows:

- (a) Where a holiday falls on an employee's day of rest and he/she is not required to work on that day, he/she shall be compensated for eight (8) hours as per the Collective Agreement.
- (b) Where a holiday falls on an employee's regular work day and he/she works, he/she shall be compensated for eight (8) hours regular holiday pay plus he/she shall receive additional compensation calculated at the rate of one and one-half times (1 1/2 x) for all hours worked on that holiday.
- (c) Where a holiday falls on an employee's day of rest and he is required to work that day, he/she shall be compensated for eight (8) hours regular holiday pay plus he/she shall be compensated for all overtime worked on the holiday in accordance with the Collective Agreement.

Bereavement Leave

For purposes of this Article, one (1) working day shall be equivalent to eight (8) hours.

Paternity Leave

For purposes of this Article, one (1) working day shall be equivalent to eight (8) hours.

Termination

Either party may terminate this Memorandum by serving the other party with written notice of termination at least six (6) weeks prior to the date on which the Memorandum is to be terminated.

Signed this 6th day of May, 2021.

[Signature]
On behalf of S.P.I.K.E. Inc.

[Signature]
On behalf of Manitoba Government and General Employees' Union

[Signature]
[Signature]
On behalf of S.P.I.K.E. Inc.

[Signature]
On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

S.P.I.K.E. Inc.

and

Manitoba Government and General Employees' Union

Re: Overtime

This is to confirm that for the life of this Agreement the following represents the procedure for logging and payment of calls to Supervisors when they are not at work:

- When Supervisors are contacted by any mode of communication outside of their work hours, they will **receive a minimum of fifteen (15) minutes for each contact or the actual amount of time spent working, whichever is greater, and** log their time spent working, including the date, time, nature and duration. They shall submit their log for payment at the applicable overtime rates biweekly with their time card.

Signed this 6th day of May, 2021.



On behalf of S.P.I.K.E. Inc.





On behalf of S.P.I.K.E. Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Government and General Employees' Union

Appendix A - Benefit Summary

Benefits currently held by the firm:

EMPLOYEE LIFE INSURANCE (Option 1X)

One times annual earnings

ACCIDENTAL DEATH & DISMEMBERMENT (Option 1X)

One times annual earnings

EXTENDED HEALTH

80% coverage of prescription drugs with a \$50/\$100 deductible

100% coverage of out of country and hospital benefits

80% coverage of all other eligible benefits

Prescription drug benefits are paid using the ASSURE drug card system.

DENTAL (Option D6)

\$0 deductible

80% coverage of basic service

80% coverage of endodontic and periodontal procedures

50% coverage of major services

Benefit maximum of \$1,500 per person per calendar year

Salary Schedule

Increases take effect by hours for part-time employees and by years for Full-time employees.

April 1, 2020 - March 31, 2023

Effective April 1, 2020

| | Start Rate | At 1 Year or 1,500 hrs | At 2 Years or 3,000 hrs | At 3 Years or 4,500 hrs | At 4 Years or 6,000 hrs | At 5 Years or 7,500 hrs | At 6 Years or 9,000 hrs |
|------------|------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| RSW/Awake | \$14.03 | \$14.38 | \$14.75 | \$15.10 | \$15.45 | \$15.81 | \$16.17 |
| Supervisor | \$15.45 | \$15.81 | \$16.32 | \$16.83 | \$17.34 | \$17.85 | \$18.36 |
| Sleepover | | | | | | | \$70.00 |

Effective September 9, 2020 to March 31, 2023

| | Start Rate | At 1 Year or 1,500 hrs | At 2 Years or 3,000 hrs | At 3 Years or 4,500 hrs | At 4 Years or 6,000 hrs | At 5 Years or 7,500 hrs | At 6 Years or 9,000 hrs |
|------------|------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| RSW/Awake | \$14.28 | \$14.64 | \$15.02 | \$15.37 | \$15.73 | \$16.09 | \$16.46 |
| Supervisor | \$16.34 | \$16.85 | \$17.35 | \$17.85 | \$18.34 | \$18.85 | \$19.34 |
| Sleepover | | | | | | | \$85.00 |

Note (1)

Factors in market value adjustment and 1.8% GWI

It is agreed that should the Employer receive a permanent increase to their operating grant employees of S.P.I.K.E. Inc. shall receive a general wage increase equal to the increase in the operating grant (i.e. a 2% increase to the operating grant will equal a 2% increase in wages).

Long Term Service Pay

Staff shall be eligible to receive a one-time additional weeks' vacation with pay following their 20th 25th and 30th anniversary dates. The bonus shall be

calculated as twenty-five percent (25%) of their previous twenty-eight (28) days worked at their current regular hourly rate of pay exclusive of any authorized unpaid leaves (i.e. MPI, WCB, etc.) Where there has been a period of unpaid leave the Employer agrees to calculate the bonus based on the last-period of twenty-eight (28) days the employee was at work. At the employee's request they shall receive the additional week as pay only to be included in the pay period following the request being granted.

Attendance Bonus Discussions

The parties agree that following the ratification of the agreement and prior to April 1, 2022, they shall meet to discuss the creation of an attendance bonus. If agreed to such bonus will be designed to reward staff who meet or exceed an agreed to level of attendance at work either monetarily or in the form of addition time off with pay.