

# **Collective Agreement**

*between*

**St.Amant Inc.**

**(Community Residential Program)**

*and*

**Manitoba Government and General Employees' Union**

**Local 178**

**April 1, 2014 to March 31, 2018**

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\*All changes appear in **bold**.

## Preamble

WHEREAS the Union recognizes that the Employer is a Christian organization whose first consideration is to the individuals receiving services within the Community Residential Program; it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement,

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

### Article 1 Scope of Recognition

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate No. MLB 6448 and voluntary recognition of employees within other Community residences at the Employer's discretion.
- 1:02** Employees whose positions are excluded from this Agreement such as Maintenance staff, Clinical Consultants, Team Leaders, Coordinators, **Senior Managers**, Directors, and non-paid individuals such as family members, friends, and volunteers shall be permitted to perform work similar to those employees within the bargaining unit where this is for issues such as: experimentation, instruction, when no qualified members are available, family or friend participation or for resolving emergencies.

## Article 2 Management Rights

**2:01** Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer. Without limiting the generality of the foregoing the Employer's rights shall include:

- (a) The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to plan, direct and control its operations.
- (b) The right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations; the direction of the working forces; the work to be performed; the standards of work and service; the schedules of work and service; the methods, process and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods; the numbers of employees needed by the Employer at any time and how many shall work at any job or on any shift; working hours; the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.
- (c) The right to maintain order, discipline and efficiency; to make, alter and enforce policies and procedures to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.

**2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

### **Article 3    Definitions**

- 3:01**    An “employee” is a person employed by the Employer and covered by this Agreement.
- 3:02**    A “full-time” employee is one who regularly works the hours specified in Article 10.
- 3:03**    A “part-time” employee is one who regularly works less than full-time hours, as per Article 10:01, on a regular and recurring basis. Where applicable part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular hours worked.
- 3:04**    A “term position” shall be for a specific time period or until completion of a particular project within a specific home, with a maximum duration of fifty four (54) weeks) and a minimum duration of three (3) months. This period may be extended if the Employer so requests and the Union agrees.  
 Exceptions to the minimum duration may be made in order to meet the needs of clients, including supporting individuals attending school during their vacation periods, or due to sudden temporary increased client care needs.

Term positions that have been created to replace an employee who is away due to maternity and or parenting leave may be terminated with two (2) weeks written notice if the employee on maternity/parenting leave identifies an earlier return date.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 8 and filled in accordance with Article 7. All employees may apply for the term position, however preference shall be given to employees within the home. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of the filling of the last position posted, shall be offered to part-time employees in accordance with Article 8:08. Upon completion of the original term position, the employees shall be returned to their former positions.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice. The employee occupying the said term position shall receive notice equivalent to the amount of notice the Employer receives, not to be less than twenty-four (24) hours.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11:07 (f) (Leave of Absence), the Employer shall state on the job postings that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject of minimum notice of two (2) weeks or one (1) pay period, whichever is longer. Any term position directly resulting from the filling of such a term position will be posted in the same manner.

A term employee, who applies for and is awarded a permanent position prior to the end of her period of term employment, shall have her service connected for seniority purposes.

A term employee who applies for, and is awarded, a term position prior to the end of her period of term employment, shall have her service connected for seniority purposes - provided the subsequent position commences within four (4) weeks of the expiry of the original term position.

- 3:05** All new full-time employees shall be on probation for three (3) calendar months with provision for an extension of the probationary period for another three (3) months. All part-time employees shall be on probation for six (6) months and a minimum of three hundred (300) worked hours (excluding training hours) from the day of their employment, with a provision for extension of the probationary period to a maximum of 1,040 hours. During this period, the Employer may in its sole discretion dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees and after the first five (5) calendar months for part-time employees and discussed with the affected employee.
- 3:06** A “casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage, subject to Article 8:08. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:
- (a) A casual shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
  - (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”. Increments will be earned in accordance with the number of hours worked.
  - (c) Casual employees required to work on a general holiday shall be paid at the rate of time and one-half (1 ½x) their basic rate of pay.
  - (d) A casual employee shall be paid five percent (5%) of their total wages in the four (4) week period immediately before the general holiday. Overtime is not included in this calculation.
  - (e) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.

- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (g) Articles 5 and 6 herein apply only with respect to the terms of this Article.
- (h) **Casual employees shall accrue seniority based on total regular paid hours including sleepovers worked for the sole purpose of obtaining positions posted under Article 8 and only in situations where there are no qualified full-time or part-time applicants. Casual seniority terminates upon acceptance of a regular status position.**

- 3:07** Where the context so requires, masculine and feminine genders and singular plural numbers shall be considered interchangeable.
- 3:08** The term “Employer” shall mean the St.Amant Inc.
- 3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union, as per Manitoba Labour Board Certificate No. 6448 and all employees at other community homes working for St.Amant who fall within the classifications listed in Schedule A.
- 3:10** The word “promotion” shall mean a change from one classification to another classification with a higher maximum rate of pay without loss of seniority.
- 3:11** The word “demotion” shall mean a change from one classification to another classification with a lower maximum rate of pay without loss of seniority.
- 3:12** The word “transfer” shall mean a change by an employee from one classification or worksite to another classification or worksite with the same pay rate in Schedule A without loss of seniority.

- 3:13** The word “emergency” shall be defined as a situation or occurrence that the Employer is presented with suddenly and unexpectedly, demands immediate attention, and directly affects the safety and well-being of clients.
- 3:14** **The word “business day” shall be defined as all days of regular operation where the head office is open and shall be exclusive of Saturday, Sunday, and any statutory holiday.**

#### **Article 4 Union Security**

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer’s present payroll system.
- 4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made. The Employer shall also provide to the Union the home address of all employees at the time of the dues remission except where the employee provides written direction to the Employer not to provide their address to a third party.
- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change. In the case of strike or lock-out, the notice period shall be reduced to one pay period.
- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability, which the Employer may incur as a result of such deductions.
- 4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

**4:06** All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire. The above provision shall not apply to employees who have taken the vow of poverty.

The Union will provide the Employer with copies of this Collective Agreement to enable the Employer to provide a copy of the agreement and union application form to each new employee on or before the employee's commencement of employment.

### **Article 5     Grievance Procedure**

**5:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

**5:02** 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 and 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.

**5:03** Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off without loss of basic pay to meet with the Employer for the purpose of processing grievances. Such meetings shall be conducted at St. Amant Inc. and never in any client's home or apartment. Further, the meetings will be held at such a time so that the employee's job performance is not affected. Such permission shall not be unreasonably withheld.

**5:04**     **Discussion Stage**

Within ten (10) calendar days of the occurrence of the grievance, the employee shall attempt to resolve the dispute with his Team Leader who is outside the bargaining unit.

**5:05**     **Step One**

If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the supervisor, the

grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the **Senior Manager or designate**.

**5:06** **Step Two**

Failing settlement of the grievance within ten (10) calendar days after submission under Article 5:05, the Union may within the ensuing ten (10) calendar days, submit the grievance in writing to the Director, CRP.

**5:07** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

**5:08** An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.

**5:09** Where a dispute involving a question of general application or interpretation occurs, Step 1 of this article will be bypassed.

Notwithstanding the above, it is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.

## **Article 6    Arbitration**

**6:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 5:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) days. Should the party initiating the grievance not proceed within the above thirty (30) day period, or should an extension of the time limits not be requested and granted, the grievance will be conclusively deemed to have been abandoned.

**6:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

- 6:03** The two (2) named members of the Board shall, within ten (10) calendar days of appointment to the Board, name a third member of the Board who shall be Chairperson.
- 6:04** In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 6:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of the Agreement, or modify or amend any portion of this Agreement.
- 6:06** 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(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 6:07** 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 Sole Arbitrator shall be final and binding and enforceable on all parties.
- 6:08** **Clarification on Decision**  
Within ten (10) calendar days following 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 ten (10) calendar days the Board of Arbitration or Sole Arbitrator shall reconvene to clarify the decision.
- 6:09** **Expenses of the Board**  
Each party shall pay:
- (a) The fees and expenses of the Nominee it appoints.
  - (b) One-half the fees and expenses of the Chairperson or Sole Arbitrator.

**6:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**6:11** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

### **Article 7 Seniority**

**7:01** Seniority is defined as the total regular paid hours worked by a full or part time employee in the bargaining unit in addition to sleepovers worked as identified in Article 17:02.

**7:02** Seniority will determine the level of benefit entitlement. The Employer may, at its sole discretion, recognize past service within St. Amant Inc. for new employees of the Community Residential Program in establishing initial level of benefit entitlement such as vacation and income protection. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on basic paid hours including any period of:

- (a) Paid leave of absence;
- (b) Paid income protection;
- (c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases at the commencement of such leave.
- (d) Workers Compensation up to two (2) years in that appropriate time period.

**7:03** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks;

- (e) Is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or **D&R** for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an absent employee in an out of scope position.

**7:04** Seniority will be retained but will not accrue if an employee:

- (a) Is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or **D&R** for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twelve (12) months;
- (d) Is on the trial period of an out-of-scope position;
- (e) Has assumed a term position in an out-of-scope position in the Community Residential Program.

**7:05** Seniority will terminate if an employee:

- (a) Resigns;
- (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off and fails to report for duty as instructed as per Article 9:06;
- (d) Is laid off for more than twelve (12) months;
- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, vacation, or income protection usage, without an explanation satisfactory to the Employer;

- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) Transfers from regular status to casual.

**7:06** A seniority roster of all part-time or full-time employees indicating the total program hours since the date of entry into the Community Residential Program of the Employer, shall be prepared by the Employer at the effective dates of April 30 and October 31 of each year. This roster will be posted at St.Amant Inc. no later than one calendar month after the above dates with copies to each home and the Union. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

### **Article 8      Vacancies, Promotions and Transfers**

**8:01** Vacant positions which fall within the scope of the Agreement shall be posted at St.Amant offices and on the shared network drive available to all CRP employees for a period of seven (7) calendar days. Such postings shall state required qualifications, abilities, current location and shift, current hours of work and wage scale. A copy of each posting shall be given to the local president at the time of posting. The Union shall, upon request, be informed in writing of the names and seniority of the applicants.

**8:02** In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, meet the physical requirements of the position in question and have a satisfactory employment record. The senior employee as per the above requirements will meet with the clients of the home prior to being declared the successful applicant. If the clients determine that the employee is acceptable, the position will be awarded.

- 8:03**
- (a) An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.
  - (b) When more than one (1) vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should she be awarded any of the positions for which she applied, she shall not have the right to file a grievance with respect to other positions for which she applied and expressed lower preference.
    - (i) Employees must state their preference when applying for more than one (1) vacancy. If preference is not stated and the employee is most senior in more than one vacancy, the Employer will determine the position to be awarded.
    - (ii) When contacted by the Employer to offer the position, the employee must accept or decline the position within two (2) business days. Failing this response, the Employer will move on to the next senior applicant. For the purposes of determining the length of time in the foregoing procedure, Saturdays, Sundays and general holidays are excluded.
    - (iii) Positions that have been awarded and subsequently vacated within four (4) weeks of the employee's start date in the position, will not require re-posting if there are other qualified applicants provided three (3) months has not elapsed since the original posting date.
  - (c) An employee on leave of absence or income protection shall be considered for a promotion or transfer along with other applicants, provided that, during such absence, the employee advises the Human Resources **Services** of her request for promotion or transfer, by telephone during normal business hours, and the employee shall provide confirmation of her request **in writing or by email** within twenty-four (24) hours.

**8:04** As per the posting provisions contained in Article 8:01, within ten (10) working days the Employer will select the person for the position and will post her name in the same location where the position was previously posted.

**8:05** An employee who is the successful applicant for a position within a new classification or to a lateral transfer within the same classification shall be given a trial period of up to three (3) months. Conditional on satisfactory performance, the employee shall be confirmed in the position after that period of time.

In the event the successful candidate proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position and wage rate without loss of seniority.

Employees may request to return to their former position, within the first four (4) weeks of their new schedule, provided they have a reasonable explanation that is acceptable to the Employer. Requests will not be unreasonably denied. If approved the employee will be returned to their former position following a two (2) week notice period provided to any current incumbent.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, and wage rate without loss of seniority.

**8:06** When an employee is promoted, her new and future salary will be determined as follows:

- (a) The new salary will be the rate of her new job title which is next higher to her rate on her former job title **provided it allows for a minimum of a twenty cent (\$0.20) increase.**
- (b) Subject to Article 16:03, an employee's anniversary date for the purpose of determining the annual increment shall not be changed as a result of promotion.

- (c) The Employer shall post on the intranet the successful applicant for a vacant position. Unsuccessful applicants may request the reasons for non-selection from Human Resources.

**8:07** Where an employee is the successful applicant for a position which results in a demotion, she shall be placed on the increment step based on total hours of service since commencing employment at St.Amant as outlined in Article 16:03.

**8:08** Employees with less than six (6) months service or six hundred (600) worked hours in a given position, whichever occurs last, will be eligible for promotion or transfer at the sole discretion of the Employer.

### **Article 9    Layoff and Recall**

**9:01** The Employer shall provide four (4) weeks written notice of a layoff or award pay in lieu thereof. A layoff shall be defined as a temporary reduction to an employee's regular hours of work due to lack of work, funding, economical or operational changes.

**9:02** In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their occupational classification within the home.

**9:03** Employees laid off in accordance with Article 9:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational classifications provided they are qualified, possess a satisfactory work record, and have the ability to perform the required work.

**9:04** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address and further, during the layoff period, must inform the Employer immediately of any address changes.

**9:05** As per Article 9:04 above, the employee must communicate with the Employer within five (5) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.

**9:06** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:

- (a) If the person did not communicate with the Employer as specified in Article 9:06.
- (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
- (c) A twelve (12) month period has elapsed since the date of layoff, as per Article 7:05 (d).

**9:07** **Reduction of Hours/Deletion of an Occupied Position**

**In the event that an employee has his/her hours of work permanently reduced by more than ten (10) hours bi-weekly, the employee shall be given four (4) weeks' notice or four (4) weeks' pay in lieu thereof, unless otherwise mutually agreed between the Employer and the employee and a copy of such notice shall be forwarded to the Union.**

**The employee shall be given first consideration for the adjusted position. Employees with greater than 1,500 hours of seniority whose hours have been permanently decreased and who elect not to work the decreased schedule may select either Option A or Option B as outlined in Article 9:10.**

**9:08** **Increase of Hours of an Occupied Position**

**In the event that an employee has her hours of work permanently increased by more than twenty (20) hours biweekly, the employee shall be given two (2) weeks' notice and will be given preferential consideration for the new increased position.**

Employees with greater than 1,500 hours of seniority whose hours have been permanently increased by more than twenty (20) hours biweekly, and who elect not to work the increased schedule, may select either Option A or B as outlined in Article 9:10.

**9:09 Deletion of an Occupied Position**

In the event that an employee's position is permanently deleted, the employee shall be given four (4) weeks' notice or four (4) weeks' pay in lieu thereof, unless otherwise mutually agreed between the Employer and the employee and a copy of such notice shall be forwarded to the Union.

Employees with greater than 1,500 hours of seniority whose position has been permanently deleted may select either Option A or Option B as outlined in Article 9:10.

**9:10 Employees with greater 1,500 hours of seniority whose hours have been permanently increased more than twenty (20) hours biweekly, permanently reduced more than ten (10) hours biweekly, or whose position has been permanently deleted may select either Option A or Option B.**

**Option A**

To receive up to five (5) paid days of approved training for the purpose of upgrading their skills to enable them to work in other homes. During the first three (3) months of layoff, the employee will receive preferential consideration for the assignment of shifts in homes that they are qualified to work in, up to their former EFT. During this time, access to additional hours beyond the employee's EFT will be based on seniority. The right of the individual who has been laid off, to be rehired will be forfeited and the individual shall be considered to be terminated after a one (1) year period has lapsed since the date of layoff.

## Option B

To receive a lump sum payout at termination, equal to two (2) weeks of work, calculated on the average hours worked per week over the last three (3) months of work.

### **Article 10 Hours of Work**

- 10:01** Regular hours of work will be:
- Up to twelve (12) hours per day including meal periods and rest periods; and eighty (80) hours bi-weekly.
- 10:02** Employees working a shift of five (5) hours or longer shall receive a paid thirty (30) minute meal period which shall be taken with the clients.
- 10:03** A fourteen (14) calendar day schedule shall be provided a minimum of fourteen (14) calendar days in advance of the commencement of the new scheduling period. Changes to the posted schedule shall be at the sole discretion of the Employer and shall not be unreasonably denied.
- 10:04** Employee requests for shift exchanges shall be submitted in writing by the employee requesting the exchange, clearly identifying the name of the employee who has agreed to make the change. These requests are subject to the approval of the Team Leader/delegate and shall not result in overtime costs to the Employer, and shall be submitted a minimum of one (1) week prior to the requested interchange. Requests so submitted will be responded to within twenty-four (24) hours of receipt by the Team Leader.
- 10:05** Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted, if possible at the discretion of the Employer.
- 10:06** The shift commencing at or around 23:30 hours shall be considered the first shift of the day, i.e. the first shift of each twenty-four (24) hour calendar day (midnight-midnight).

The shift commencing at or around 07:30 hours shall be considered the second shift of the day.

The shift commencing at or around 15:30 hours shall be considered the third shift of the day.

- 10:07** Employees in job classifications which have administrative responsibilities shall have the flexibility in determining the scheduling of their administrative responsibilities, ensuring administrative tasks are performed within the allotted hours.

Employees working administrative hours shall self schedule these hours within every pay period, and notwithstanding Article 10:01 (a), self scheduling of administrative hours will not incur overtime.

- 10:08** (a) Part-time and casual employees who indicate in writing to the Employer that they wish to work additional hours, as identified during the development of a new schedule, shall be offered such work providing they are able to perform the required duties. Such additional hours shall be allocated based upon seniority within the home amongst those employees who have requested additional hours. 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. Should part-time employees within the home be unavailable for the shifts, casual staff within the home will be offered the shifts. Should casual employees within the home be unavailable, part-time employees outside the home will be offered the shifts based upon seniority followed by casual employees outside the home. Once awarded, employees are committed to working all additional hours requested.

**Shifts awarded to staff who have submitted written requests for additional hours to staffing and have been awarded shifts during the times they have identified themselves as wanting additional hours shall not have those shifts altered within seven (7) days of the scheduled shift unless mutually agreed to.**

The above protocol will also be followed in the event that casual hours become available within a posted schedule.

- (b) Should a part-time employee on the availability list refuse to report for work on three (3) occasions without an explanation satisfactory to the Employer, the Employer will notify the employee in writing and a meeting will be arranged to discuss this matter. If after the meeting the Employer is unsatisfied with the explanation, the employee will not be offered additional hours from the availability list until the next seniority list is posted.
- (c) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- (d) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- (e) Additional casual hours worked by a part-time employee shall be included when determining an employee's vacation pay and accumulated income protection credits.
- (f) The above protocol can be circumvented up to one (1) shift/month for each casual assigned to the home to ensure maintenance of skill within the home.

**10:09** In the event an employee is redirected, which shall only occur when the employee is trained and able to work in the alternate home, the employee will be informed of the redirection twenty-four (24) hours before it occurs or as soon as reasonably possible.

**10:10** When the Employer temporarily closes a home or temporarily reduces the number of staff on the schedule due to a temporary reduction in client services required, and the Employer asks an employee to work shifts at another home the employee will have the option to work or not work the shifts. If the employee chooses not to work, shifts will be unpaid.

**10:11 Cancelled Shifts**

An employee who reports for work as scheduled and finding no work available, must contact the CRP Administrative on call and shall be offered:

- (a) An equivalent shift for another home, to which they are oriented or;
- (b) Training hours equal or greater to the cancelled shift, in a location that is mutually agreed upon between the employee and Employer.

Where the employee indicates that they want to be trained in another home, such shifts shall be scheduled within four weeks of the cancelled shift.

Should no shift or training be offered as described in (a) or (b) above, the employee shall be paid a minimum of three hours at their regular rate of pay. If the employee does not choose to work the alternate shift or make themselves available for training, they will not be paid.

**10:12 Where an employee is absent from work without approval for two (2) working days without a valid and acceptable reason, he shall be deemed to have terminated employment on the last day on which he was present at work.**

**Article 11 Leave of Absence**

**11:01** 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 Team Leader at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

**11:02** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements and requested leave for employees shall not be unreasonably denied. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.

The Union agrees to notify the Employer in writing, at least five (5) days prior to such functions.

- 11:03** An employee required to serve as a juror or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs, shall be granted a leave of absence without loss of basic pay and remit to the Employer any payment received except reimbursement of expenses.
- 11:04** 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.
- 11:05** **Bereavement Leave**
- (a) In consultation with their Team Leader or designate, an employee shall be granted up to four (4) scheduled shifts without loss of pay and benefits one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse/partner, the wife or husband of the spouse's/partner's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, sister's husband, brother's wife, and any other relative or foster child who was residing in the same household at the time of his/her death.
- Such days may be taken only in the period which extends from the date of death up to and including three (3) days following interment or four (4) calendar days following the death, whichever is greater. One (1) day may be retained for use where the actual interment or cremation is at a later date.
- (b) Bereavement leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometres from

the respective facility, or may be granted at the Employer's discretion if the travel is less than two hundred and fifty (250) kilometres from St. Amant.

- (c) The time referenced in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.

**11:06** In consultation with their Team Leader or designate, necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner.

**11:07 Parenting Leave**

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

**Maternity/Parental Leave**

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A medical certificate indicating the estimated date of delivery must be provided as soon as practicable and no later than the end of the twenty-second (22nd) week of pregnancy. A leave of absence request form must be submitted not less than four (4) weeks before the intended date of leave, indicating date of return to work.
- (c) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be set out in Article 14:12.
- (e) A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 14:12.

#### Parental Leave/Paternity

An employee shall receive parental leave of thirty-seven (37) weeks, without pay, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits 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.
- (d) Parental leave must commence no later than the anniversary date of the birth of the child or the date on which the child came into the custody of the employee.

#### Parental Leave - Adoption

An employee shall receive parental leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must adopt a child under the laws of the Province.
- (b) An employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental leave must commence no later than the first anniversary date of adoption of the child or the date on which the child comes into the custody of the employee.
- (e) Upon request, up to three (3) days income protection shall be paid to the parent on the occasion of the adoption of a child. Such leave shall be paid from the family illness income protection bank as stipulated in Article 14:12.

Returning From Maternity, Parenting or Adoption Leave

An employee may end her parenting leave earlier by giving the Employer written notice at least two (2) weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step on the same salary scale.

**11:08** During the period of parenting leave, sick leave and vacation benefits will not accrue.

**11:09** Compassionate Care Leave

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 eight (8) weeks, which must end no later than twenty-six

(26) 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) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
  - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
  - (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (vi), (v) and (vi);

- (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) An employee may end their compassionate leave earlier than eight (8) 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 be retained/accrued as per Article 7
- (h) Subject to the provisions of Article 14, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (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 11:05.

## **Article 12 Overtime**

- 12:01** Overtime shall be authorized time worked which exceeds the hours of work as defined in Article 10:01. Authorization must be obtained prior to the start of any overtime work except in emergency situations. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a written report prepared by the employee before leaving the home substantiating the reason for the overtime work.
- 12:02** Overtime shall be compensated by one and one-half (1 ½) the basic rate for all overtime hours worked, unless specified differently in this Collective Agreement.
- 12:03** All overtime worked on a general holiday shall be paid at two (2) times the employee's basic rate of pay.

**12:04** At the employee's request, overtime shall be compensated for by the granting of equivalent time off at applicable overtime rates. **Such time shall be taken by the employee prior to March 31 of any year, or will be paid out at the end of the current fiscal year. Employees shall provide at least two (2) weeks' notice when requesting time off, except in unique circumstances.**

**An employee who is the successful applicant for a position within a new classification shall have her overtime bank paid out at the time of transfer if overtime has not already been requested and scheduled as time off.**

**An employee who is voluntarily transferred to another classification shall meet with the Team Leader and attempt to schedule the requested compensatory leave within the time period it was originally authorized.**

**12:05** When overtime is required, it shall be offered to the most senior staff on duty at the home followed by the most senior qualified volunteer employees, and when there are no volunteer employees, such duty shall be assigned starting with the most junior employee in the home, on duty, that is qualified.

**12:06** Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

**12:07** An employee required by the Employer to attend meetings or training outside his regular hours shall be paid at straight time rates spent in attendance or be given equivalent time off if mutually agreed to between the Employer and the employee. Failing agreement, payment at straight time rates shall apply.

**12:08** **Mandated Overtime**

No employee shall be mandated more than once in a twenty-four (24) hour period or required to provide more than twenty-four (24) hours of consecutive service (exclusive of sleepovers).

### **Article 13 General Holidays**

**13:01** The following are recognized as general holidays for purposes of this Agreement:

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

Any other holiday proclaimed by Federal or Provincial Statute.

**13:02** If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a general holiday and not deducted from income protection credits.

**13:03** An employee who is required to work on a general holiday shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay.

**13:04** Part time employees shall be paid four point six two percent (4.62%) of their basic rate of pay in lieu of time off on general holidays. Such pay shall be included in each regular pay cheque.

**13:05** A full-time employee who is required to work on a general holiday is entitled to an additional day off with pay in lieu of the holiday, or an additional days pay.

**13:06** Full-time employees shall be allowed to maintain up to forty (40) hours in lieu of general holidays for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee should provide a minimum of two (2) weeks' notice for requests of time off.

**Employees who have banked hours and have not scheduled them prior to March 31 will have those hours paid out at their regular rate of pay at the end of the fiscal year.**

**When the Employer does not authorize time off due to operational requirements, the employee may submit a request in writing to their supervisor, no later than March 1, to have the equivalent number of hours carried forward to the following year. Such request shall not be unreasonably denied.**

#### **Article 14 Income Protection/WCB/MPI**

- 14:01** The provision of income protection is for the sole purpose of ensuring an employee a continuing income during periods of bona fide sickness.
- 14:02** An employee who is absent from scheduled work because of a incapacitation due to accident or illness which is not eligible for compensation by either Workers Compensation Board or Manitoba Public Insurance shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance (subject to Article 14:11).
- 14:03** Employees are required to make medical or dental appointments during non-scheduled working hours. Where this is not possible due to specialist appointments, the employee may access income protection provided they inform their Supervisor immediately upon learning of the specialist appointment.
- 14:04** An employee who will be absent from work in accordance with Article 14:01 shall be responsible to give direct notice to the supervisor or **designate, the home that is expecting them and**, where appropriate, the Community Residential on call delegate as follows:
- Prior to the day shift – (2) two hours
- Prior to the evening shift – (4) four hours
- Prior to the night shift – (4) four hours

An employee who fails without valid reason to provide direct notice as specified above will not be entitled to receive income protection benefits for the shift(s) in question. Direct notice is defined as verbal contact between the employee and supervisor or **designate, the home or** where appropriate, the Community Residences on call delegate or Coordinator and is not constituted by one way written or voice messages.

When an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, 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.

**14:05** During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits. However should an employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.

**14:06** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

**Where an employee has been asked to provide a medical certificate after calling in sick and the employee believes the request is unreasonable, she may contact the on call administrator to determine if the requirement may be waived. Such request to have the requirement waived shall not be unreasonably denied. The on call administrator will respond prior to the commencement of the scheduled shift. If the employee fails to provide notice within the stated notice period as outlined in Article 14:04 the employee forfeits her right to appeal.**

**14:07** Employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness.

**14:08** Employees shall be entitled to accumulate up to one point two-five (1.25) days of income protection for each full month of service to be prorated in accordance with the following formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours as per Article 10:01}} \times 1.25$$

**14:09** **Income Protection and Workers Compensation**

Section A

- (a) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
- (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (c) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
  - (i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
  - (ii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however in no case shall the total amount of the advance exceed seventy percent

(70%) of the value of the employee's accumulated income protection credits.

- (iii) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
- (iv) In the event the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this collective agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (v) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

#### Section B

- (a) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the WCB payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02 of the collective agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (b) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.
- (c) Subject to the provisions of each plan, the employee may request, in writing, that the Employer deduct from the supplement, if sufficient, the

contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefits plans while the employee contributes.

- (d) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
- (e) If at any time, it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.

**14:10** If an employee is to be absent for illness for a period exceeding her income protection, she must request, or cause someone on her behalf to request, a leave of absence in writing for the expected duration of convalescence no less than ten (10) days prior to her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of six (6) months.

**14:11** An employee may use up to five (5) days income protection in any one (1) fiscal year for serious and sudden illness of a spouse, child or parent.

**14:12** For each one and one-quarter ( $1\frac{1}{4}$ ) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 14:08. The remaining one-quarter ( $\frac{1}{4}$ ) of a day shall be reserved for either the employee's personal use as outlined in Article 14:02, or for use in the event of family illness as specified in Article 14:11. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

**14:13 Manitoba Public Insurance and Income Protection**

## Section A

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her Manager/Coordinator or designate as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.
- (b) Subject to Section A (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
  - (i) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 17:02 (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions and E.I. contribution.
  - (ii) The advance(s) will cover the period of time from the date of injury of the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employees accumulated income protection credits.
  - (iii) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
  - (iv) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the

Employer shall recover the total amount of advance by payroll deduction.

- (v) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

#### Section B

- (a) Subject to Article 15:10 (b) an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
- (b) The amount of each supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (c) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
- (d) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.

#### **14:14 Disability and Rehabilitation (D&R)**

An employee who becomes ill or is injured while a member of the Employer **D&R** plan, will inform the Employer immediately in accordance with established procedures so that a claim for **D&R** benefits may be initiated.

The employee is required to pursue the **D&R** application process, including any appeal, on a timely basis, as outlined by the Plan.

**14:15** The Employer and the Union agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Union shall be notified and involved if there is a request for a Rehabilitation and Return to Work Program for employees. The Employer and the Union shall review the provisions of the program and ensure that the work designated is within her/his restrictions and limitations.

### **Article 15 Vacation**

**15:01** The vacation year shall be from April 1 in the one year to March 31 in the next year.

**15:02** Vacation shall be earned at the rate of:

- Fifteen (15) working days per year commencing in 1st year of employment.
- Twenty (20) working days per year commencing in the 4th year of employment.
- Twenty-five (25) working days per year commencing in the 11th year of employment.
- Thirty (30) working days per year commencing in the 21st year of employment.

Vacation entitlement for the vacation year following completion of the 1st, 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rate calculation based upon the two (2) rates of earned vacation.

**15:03** Vacation entitlement for an employee who has completed less than one (1) years continuous employment as of March 31 shall be determined by a pro rata calculation based upon the above entitlement and the regular hours worked to March 31.

**15:04** Part-time employees shall earn vacation on a pro-rata basis in accordance with the following formula:

Hours Paid at a Regular Rate of Pay X Entitlement

Full-time Hours as Per Article 10:01 i.e. 15, 20, 25, 30 days

Actual vacation entitlement (i.e. 15, 20, 25,30 days) shall be based on years of service.

Actual vacation pay shall be based upon accumulated hours in the previous vacation year.

Any vacation pay earned on additional casual hours shall be paid out to the employee at their request no later than March 31 of the next year. Such excess hours cannot be taken as time off.

**15:05** The Employer will post a projected vacation entitlement not later than February 1 of each year. Employees shall indicate in writing their preferences as to vacation dates no later than March 1. Priority in the selection of dates shall be given to the employees having the most seniority within each home or service team.

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

The Employer shall issue the approved vacation schedule on a home by home basis, no later than April 15 of the vacation year. Such schedule shall indicate dates and names of employees approved vacation. The Employer will respond to Employees request for April vacations no later than April 1.

**15:06** All requests for vacation leave will be subject to approval of the employee's supervisor based on operational requirements.

**15:07** Vacation credits earned must be utilized before the end of the next vacation earning period as per Article 15:01. After December 1 of each vacation year, the Employer will schedule an employee's vacation time, if the employee and Employer are not able to mutually agree on dates, prior to that date.

**Employees who have vacation hours not scheduled prior to March 31 will have those hours paid out at the end of the fiscal year.**

**When the Employer does not authorize time off due to operational requirements the employee may submit a request in writing to their**

**supervisor, no later than March 1, to have the equivalent number of hours carried forward to the following year. Such request shall not be unreasonably denied.**

- 15:08** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.
- 15:09** Vacation entitlement will be payable at the employee's basic rate of pay as per Schedule "A".
- 15:10** When an employee occupies positions in more than one home/service team, requests for scheduling of vacation shall be submitted to the Team Leader of each home, and shall be granted in accordance with the provisions of Article 15:05, based on the employee's seniority.
- 15:11** An employee who transfers to another home/service team after his/her vacation request has been approved, shall have her/his vacation scheduled by the Team Leader of the new home/service team in consultation with the employee, within the time periods remaining during that vacation year.

## **Article 16 Salaries and Increments**

- 16:01** Employees shall be paid in accordance with the Salary Schedule attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed her duties in a satisfactory fashion.
- 16:02** (a) Salaries shall be paid bi-weekly 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 ninety (90) days 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 payday;
  - (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 on the next pay day.
- 16:03**
- (a) **Part-time employees who work more than half-time (twenty [20] hours/week) will receive their salary scale increment on an annual basis.**
  - (b) **A part-time employee who works less than half time (twenty [20] hours/week) will receive increments on the basis of one (1) increment for each 1,040 hours worked or one years' service, whichever occurs later. In the case of the increment being applied to the 1,040 hours, it shall be applied to the pay period following the completion of 1,040 hours worked.**
  - (c) **Upon successful completion of an employee's probationary period, she shall be provided with a probationary increment of fifteen cents (\$0.15) above step one (1) of their wage scale. This shall not affect an employee's increment step entitlement as described in (a) and (b) above.**
- 16:04**
- Employees with fifteen (15) years or more of continued service shall receive an additional step which provides fifty cents (\$0.50) to be added to their current hourly rate of pay exclusive of any general wage increases negotiated between the parties. Continuous service shall be calculated based on the continuous calendar years of service in an EFT position (full-time, part-time or term).**

- 16:05** Employees temporarily assigned in writing by the supervisor 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 **provided it allows for a minimum of a twenty cent (\$0.20) increase.**
- 16:06** Employees assigned, in writing by the Employer, to temporarily relieve or replace employees in positions which are at a higher wage level and out of scope of this Collective Agreement shall be paid at a rate in the out of scope classification next closest to their basic rate of pay ensuring a wage rate increase.
- 16:07** A full time or part time employee who resigns and who within **one hundred and twenty (120)** calendar days is rehired shall be paid at the same increment step as she received in her former position.

#### **Article 17 Sleepovers**

- 17:01** Employees performing sleepovers will be compensated a premium of **seventy dollars (\$70.00)** 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.
- 17:02** Each sleepover will qualify for eight (8) hours of seniority. Updates to the seniority list on April 30 and October 31 will reflect the sleepover's seniority equivalent according to the number of sleepovers worked by the employee.
- 17:03** 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.
- 17:04** Effective October 1, 2004, any employee whose position has two (2) or more sleepovers per bi-weekly period, shall receive sleepover premiums along with their vacation pay.

## **Article 18 Termination**

- 18:01** An employee may terminate her employment with the **Community Residential** Program with written notice based on her period of employment. If she is employed less than one (1) year, one (1) week notice is required. If she is employed more than one (1) year, then two (2) weeks' notice is required. Notice will be exclusive of vacation.
- 18:02** The Employer may terminate with lesser notice or without notice:
- (a) By mutual agreement between the Employer and the employee, or
  - (b) During the probationary period of a new employee, or
  - (c) In the event an employee is dismissed for just cause.
- 18:03** The Employer will make available within seven (7) calendar days after termination and receipt of any and all St.Amant property, including Employee ID Badge and any St.Amant issued keys, a record of employment, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

## **Article 19 Labour Management Committee**

- 19:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the **Community Residential** Program.
- 19:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed six (6) members, unless mutually agreed otherwise. The local Union committee may at any time have a Staff Representative from the Manitoba Government and General Employees' Union. Where meetings occur during the employees regularly scheduled shifts, they will not suffer loss of pay or benefits.

- 19:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be provided by the calling party and shall be submitted five (5) working days prior to the meeting taking place.
- 19:04** 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 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 decision or conclusion reached in their discussions. The Committee may make recommendations to the Union and Employer with respect to its discussions and conclusions.

### **Article 20 Change in Classification**

- 20:01** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 20:02** 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 the Salary Schedule of this Agreement.
- 20:03** If the Union files written objection, as per Article 20:01, 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 6.

### **Article 21 Duration**

- 21:01** (a) This agreement shall be in full force and effect from April 1, **2014** until the March 31, **2018**.

- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

**21:02** Should either party desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days nor less than thirty (30) days prior to the expiration date hereof.

If notice is not given within the above mentioned thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one year.

**21:03** This Agreement may be amended during its term by mutual agreement.

**21:04** It is agreed that neither the Union or the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

## **Article 22 Union Representation**

**22:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing fourteen (14) days of any change or changes in Union representation.

**22:02** The Employer agrees that the bargaining unit shall have the right to assistance from Staff Representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.

- 22:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits, shall be two (2) representatives.
- 22:04** Any Union business including the investigation of grievances or the administration of the Collective Agreement, will not be conducted during work hours or at any of the Community Residences. The Union will have reasonable access, with prior approval of the Employer, to homes where it is necessary to investigate a grievance.
- 22:05** Subject to above it is understood that such approval is conditional upon operational requirements and will not result in additional cost to the Employer. Such requests shall not be unreasonably denied.

### **Article 23 Communication**

- 23:01** The Employer will maintain a page on the intranet for the purpose of MGEU communications as approved by the Employer. A direct link will be available on each home's computer desktop to this site.

### **Article 24 Discharge and Access to Personnel File**

- 24:01** An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Staff Representative.

**24:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. When notifying the employee of the meeting, the Employer shall advise the employee that he may be accompanied by a Union Representative. The employee shall not be entitled to compensation for time spent at meetings involving the corrective discipline outside of his regular working hours. Meetings held outside of regular working hours to deal with non-disciplinary performance related issues, will be paid at straight time for time spent at the meeting. This also includes time spent meeting with external parties for the purposes of investigating work-related matters where a representative of St.Amant is present.

Where possible, the Employer shall give the employee prior notice of the nature of the complaint.

No disciplinary document shall be placed on an employee's personnel file without the employee being given the opportunity to read the document.

**24:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by courier or personal service.

**24:04** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

**24:05** 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.

Upon written request and at a mutually agreeable time, 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 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.

- 24:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- 24:07** 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 25   Transportation**

- 25:01** An allowance for the use of a privately owned vehicle, for travel on authorized Community Residential Program business, shall be reimbursed as per the Department of Family Services mileage rates.

When the **Provincial** mileage rates are adjusted and exceed the above rate the Employer will adjust the rates retroactive to the date **this** takes effect. All future rate adjustments will parallel the **Department of Family Services** adjustments.

- 25:02** Where an employee agrees to or volunteers to use their own vehicle to transport clients, they will be required to provide proof of registration for their vehicle verifying that such vehicle can be used for such purposes and has at least two (2) million dollars of liability insurance.
- 25:03** Employees who are required to drive St.Amant vehicles will provide proof of renewal of their driver's license to their Team Leader. The employee will be responsible for advising the Employer of any change to their driver's license status.
- 25:04** Where an employee is required to report to a work location other than the location she is regularly assigned to, she shall be reimbursed for any additional transportation cost (i.e. mileage, parking, bus fare) incurred as a result.

**Article 26 Safety and Health**

- 26:01** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to her health or safety in the performance of her work, the employee shall report that condition to the supervisor.
- (b) The supervisor upon being notified shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous.
- (c) If the employee is unsatisfied with the supervisor's decision, the employee may contact the St. Amant management representative to the Safety and Health Committee to attempt to resolve the concern.
- (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.
- 26:02** Where an employee has refused to perform work in accordance with Article 26:01, no other employee(s) shall be assigned the particular work unless such employee(s) is notified of the refusal and the reasons for the refusal, if known.
- 26:03** 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 Article 26:01.
- 26:04** The Employer shall provide first aid kits in each work location. These kits shall be consistent with the safety needs of the workplace operation.
- 26:05** The Employer shall, in accordance with the objects and purposes of the Workplace Safety and Health Act;
- (a) Ensure so far as is reasonably practical, the safety, health and welfare at work of all workers; and
- (b) Comply with the Workplace Safety and Health Act and Regulations.

- 26:06** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.
- 26:07** A bargaining unit member shall be a participant on St. Amant's Workplace Safety and Health Committee. Regular CRP Safety and Health Working Group meetings will be conducted to discuss and provide information on current issues within the program.

### **Article 27 Miscellaneous**

- 27:01** It is a requirement of employment to provide to the Employer, upon a conditional offer of employment, authorization to conduct a driver's abstract, a child abuse registry check, and a prior contact check. Further, the employee shall submit to the Employer a satisfactory criminal record check, the cost of which shall be reimbursed by the Employer upon completion of three hundred (300) hours worked. The employee is required to provide to the Occupational Health Nurse, personal health information as part of the Employer's Occupational Health Program, by completing the occupational health form upon hire.
- 27:02** If an employee is utilizing the home as residence outside of her normal working hours, the employee will have room and board fees deducted from her pay in accordance with legislation. **Such arrangements must be made in advance with the Employer.**
- 27:03** The provision of service to a client by an independently funded programmer (such as school, or work/recreation programs) outside of regularly scheduled hours, either in the community or in the home, shall not be considered a violation of the Collective Agreement.

### **Article 28 Recertification/Training**

- 28:01** It shall be considered a further condition of employment for the employee to maintain their first aid certification (the eight [8] hour program) through a qualified trainer at the expense of the employee. Employees whose certification lapses will be ineligible to work until they are re-certified. In an effort to reduce costs, St.Amant will provide quarterly re-certification sessions free of charge which the employee can attend on their own time.
- 28:02** For employees hired after (date of signing), it shall be considered a further condition of employment for the employee to maintain her basic CPR certification through a qualified trainer at the expense of the employee. In an effort to reduce costs, St.Amant will provide quarterly re-certification sessions free of charge which the employee can attend on their own time.

### **Article 29 Disappearance and Search**

- 29:01** Off duty employees called to participate in a disappearance and search will be guaranteed a minimum of three (3) hours pay at straight time, or overtime, whichever rate applies.

### **Article 30 Set Up New Home**

- 30:01** Employees working hours related to the set up of a new home or service, where clients are not present, shall be paid in accordance with Article 10.

### **Article 31 Client Vacations**

- 31:01** During client trips which exceed twenty-four (24) hours in duration outside Winnipeg city limits, the Employer and Union agree to the following terms and conditions:
- (a) Each employee will be compensated at twelve (12) hours at her regular rate of pay and her sleep over premium within each twenty-four (24) hour period (12 midnight - 12 midnight). Any time over the twelve (12) hours will be considered as voluntary time with no claim to wages and benefits.

- (b) The Employer will ask the regularly scheduled employees to accompany clients on vacations. If a regularly scheduled employee is unable to accompany the clients then they will be given preference for available additional hours within the home to the equivalent of lost hours or four (4) weeks from the date of the last missed shift whichever occurs first.
- (c) The Employer will ask employees to accompany clients, ensuring fair and equitable rotation amongst staff within the home. Employees can accept this work on the above conditions by mutual agreement. Should a designated general holiday occur during the planned vacation, twelve (12) hours at one and one half (1 ½ x) times the regular rate of pay and her sleep over premium will be the appropriate wage rate for the twenty four (24) hour period. Any lieu time will be determined by General Holiday Article.

### **Article 32 Care for Client at Staff Home**

- 32:01** Each employee who mutually agrees with the Employer to care for clients at her own personal home, will be compensated eight (8) hours at her regular rate of pay and her sleep over premium within each twenty four (24) hour period (12 midnight - 12 midnight). Should the above event occur on a general holiday, the employee will be compensated one and one half (1 ½ x) times her regular rate of pay for eight (8) hours and her sleep over premium in each twenty four (24) hour period (12 midnight - 12 midnight). Any lieu time will be determined by the General Holiday Article.

### **Article 33 Technological Change**

- 33:01** Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**33:02** 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.

**33:03** (a) 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.

- (b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most seniority, insofar as reasonably possible. This practice will not result in additional costs to the employer.

#### **Article 34 Non-Discrimination**

- 34:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, **gender identity**, nationality, ancestry, place of origin, or Union activity, except as allowed under the Manitoba Human Rights Code.

#### **Article 35 Harassment**

- 35:01** The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving sexual 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 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.

- 35:02** The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment and violence.
- 35:03** The Employer, in consultation with its employees, will develop a Respectful Workplace Policy or review an existing policy to be included in the Employer's policy manual.

#### **Article 36 Sub-Contracting**

- 36:01** It shall not be considered as sub-contracting should the Employer:

- (a) Merge or amalgamate with another health care facility or health care related facility; or
- (b) Transfer or combine any of its operations or functions with another health care facility or health care related facility; or
- (c) Take over any of the operations or functions of another health care facility.

**36:02** In accordance with Article 36:01, employees will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating worksite.

**36:03** If the Employer intends to sub-contract work which results in the displacement of one or more employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment within the program for those employees so displaced and will guarantee to offer alternative employment within the program to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.

### **Article 37 Pension Plan**

**37:01** The Employer and the Union shall participate in the Healthcare Employees' Pension Plan in accordance with the Trust Agreement and the plan text as established by the Board of Trustees.

**Article 38 Storm/Disaster Pay**

**38:01** 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 the Department of Highways, staff shall not be paid for such work missed, however, on written request, she will be allowed to use banked time in lieu of overtime, banked statutory holidays or vacation time.

**Article 39 Education Leave**

**39:01** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program that is relevant to their employment with St. Amant and wish to maintain an employment relationship with the Employer.

**39:02** Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay. Any approvals will be at the sole discretion of the Employer but will not be unreasonably denied.

**Article 40 Emergency Measures and Disaster**

**40:01** In any disaster declared by the Employer or EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

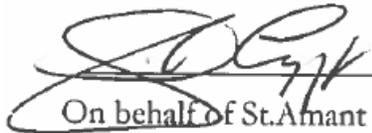
**40:02** Compensation for unusual working conditions related to such disasters will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 13 shall apply to overtime hours' worked.

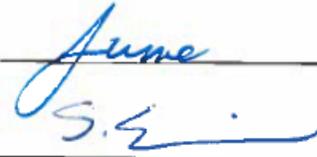
**Article 41 Loss of or Damage to Personal Effects**

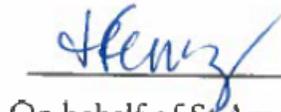
**41:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation of no less than is provided in the current Employer policy **for the life of the Agreement unless otherwise mutually agreed to.**

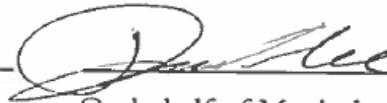
IN WITNESS WHEREOF A representative of St.Amant Inc. has hereunto set their hand for, and on behalf of, St.Amant Inc.; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 26<sup>th</sup> day of June 2015.

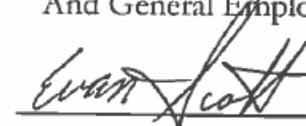
  
On behalf of St.Amant Inc.

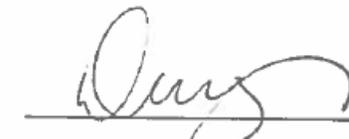
  
On behalf of Manitoba Government  
And General Employees' Union

  
On behalf of St.Amant Inc.

  
On behalf of Manitoba Government  
And General Employees' Union

  
On behalf of St.Amant Inc.

  
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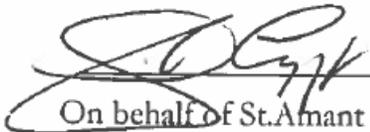
**Letter of Understanding**  
**between**  
**St.Amant Inc.**  
**(Community Residential Program)**  
**and**  
**Manitoba Government and General Employees' Union**

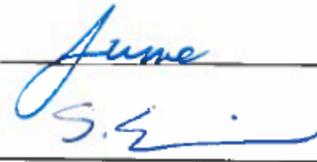
**Re: Job Descriptions**

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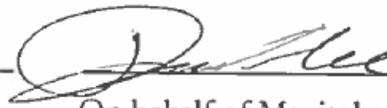
The Employer agrees to provide to the Union a complete set of the respective MGEU Bargaining Unit job descriptions within ninety (90) days of the signing of this Collective Agreement.

Signed this 26<sup>th</sup> day of June 2015.

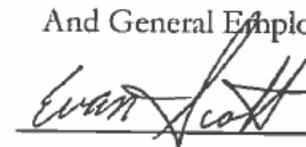
  
On behalf of St.Amant Inc.

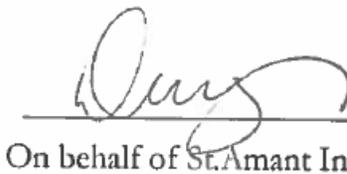
  
On behalf of Manitoba Government  
And General Employees' Union

  
On behalf of St.Amant Inc.

  
On behalf of Manitoba Government  
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On behalf of Manitoba Government  
And General Employees' Union

**Letter of Understanding**

**between  
St.Amant Inc.  
(Community Residential Program)  
and  
Manitoba Government and General Employees' Union**

**Re: Continuation of Employee Benefits**

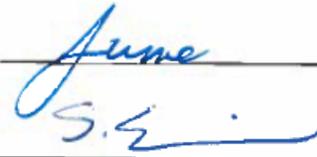
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The Employer agrees to continue to offer the following existing employee benefit plans:

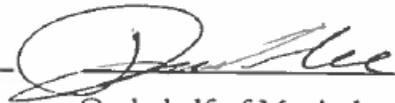
- Dental Plan
- Long Term Disability Plan
- Group Life Insurance
- Group Health Insurance
- Pension Plan

Signed this 26<sup>th</sup> day of June 2015.

  
On behalf of St. Amant Inc.

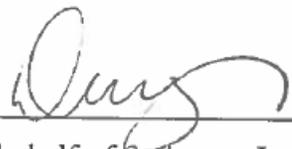
  
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## Letter of Understanding

**St.Amant Inc.  
(Community Residential Program)  
(The Employer)  
and**

**Manitoba Government and General Employee's Union**

**Re: Working Short**

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The parties agree that staffing levels affect care for clients/residents, and employees working conditions. The parties therefore agree:

- (a) The Employer is responsible to review and determine staffing requirements.
- (b) In the event that the Employer determines that a vacant shift will not be filled, the Team Leader, Coordinator or On Call Administrator shall, in consultation with the staff:
  - i. Evaluate and reorganize the work if required;
  - ii. Provide direction to staff as to which activities take priority, and where appropriate, functions that they may not be able to complete.

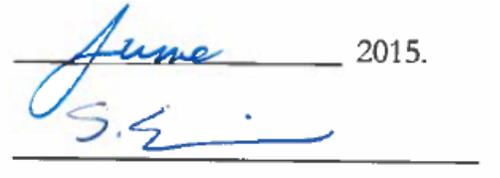
The Joint Committee established under Article 19:01 will be utilized to:

- (a) Review and discuss staffing levels/workloads issues
- (b) Establish a mechanism for monitoring staffing levels/workload issues;
- (c) Review and make recommendations regarding the above.

The Committee will meet within ten (10) days of a request from either party.

Signed this 26<sup>th</sup> day of June 2015.

  
On behalf of St. Amant Inc.

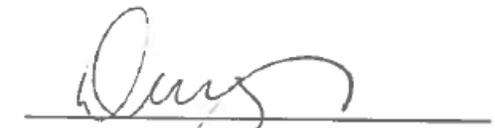
  
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On behalf of St. Amant Inc.

  
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On behalf of St. Amant Inc.

  
On behalf of Manitoba Government  
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**Letter of Understanding**

**between  
(Community Residential Program)  
(The Employer)  
and**

**Manitoba Government and General Employee's Union**

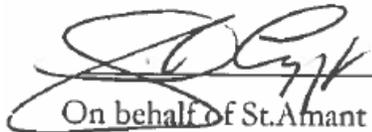
**Re: Retroactive Pay**

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Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the ratification of this Agreement shall apply to:

- (a) Employees who are in the employ of the Employer on the date of ratification;
- (b) Employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of the HEPP Pension Plan or who have died in service.

Signed this 26<sup>th</sup> day of June 2015.

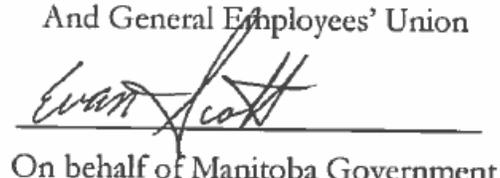
  
On behalf of St. Amant Inc.

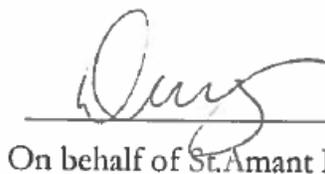
  
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## Letter of Understanding

between  
(Community Residential Program)  
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and  
Manitoba Government and General Employee's Union

### Re: Disruption Allowance, Mandating and Re-direction

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Disruption Allowance:

Effective the date of ratification, an employee who is mandated to work beyond her scheduled shift shall receive a Disruption Allowance that is equal to:

Additional one-half (0.5) times their basic rate of pay for the first 6 hours

Additional one (1) times their basic rate of pay after 6 hours

Additional two (2) times their basic rate of pay after 12 hours

Six months following ratification of the LOU an average percentage of shifts mandated in a pay period shall be identified.

The Disruption Allowance shall remain in force until such time as a pilot project is completed resulting in the average percentage of mandated shifts being reduced by fifty percent for a three month continuous time period. This reduced average percentage of shifts will become the mandating threshold.

The Disruption Allowance will come back into force should the average percentage of mandated shifts exceed the mandating threshold for three continuous months. The Disruption Allowance will discontinue once the average percentage of mandated shifts falls below the mandating threshold for three continuous months.

Mandating and Redirection:

The parties agree that staffing levels affect support for people served, and employees working conditions.

The Committee established under Article 19:01 will be utilized to:

- (a) Review and discuss staffing levels/workloads issues, frequency of mandating and re-direction.
- (b) Establish a mechanism for monitoring such issues as outlined above;
- (c) Review and make recommendations regarding the above.

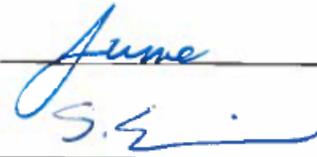
The goals for the Committee will include:

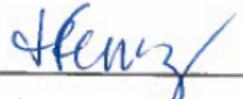
- (a) To meet regularly to review information and data related to mandating and re-direction.
- (b) To allow the Employer an opportunity to inform The Union of its plans to reduce the amount of redirects, overtime, and mandating through procedural changes;
- (c) To allow The Union an opportunity to provide feedback on The Employers plans, and to provide ideas for further improvements related to redirects, overtime, and mandates;
- (d) To use objective measures to evaluate strategies used.

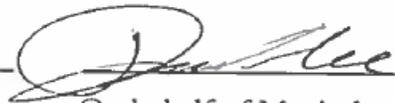
The Committee will meet within 10 days of a request from either party should an additional meeting be required.

Signed this 26<sup>th</sup> day of June 2015.

  
On behalf of St. Amant Inc.

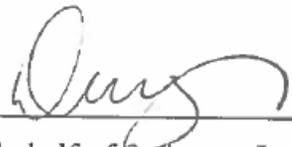
  
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On behalf of St. Amant Inc.

  
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## Letter of Understanding

between  
**(Community Residential Program)**  
**(The Employer)**  
 and

**Manitoba Government and General Employee's Union**

### **Re: Treatment Staff and Senior Treatment Staff**

---

St. Amant Inc. has received special grant funding for the establishment of unique payscales for Treatment Staff and Senior Treatment Staff positions. These payscales would be 8% above current payscale (as of March 31, 2014). Increments starting April 1, 2015, would be in accordance with the Collective Agreement.

Treatment Staff and Senior Treatment Staff work within a service location that is funded and operated in a separate and distinct manner than the rest of the service locations within the Program. This service operates under a separate service purchase agreement. Such funding allows for differential rates of pay that are not funded in other locations.

April 1, 2014 – March 31, 2015

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Treatment Staff	\$14.91	\$15.23	\$15.68	\$16.17	\$16.66	\$17.20	\$17.72	\$18.26
Senior Treatment Staff	\$16.20	\$16.50	\$16.96	\$17.44	\$17.95	\$18.48	\$19.01	\$19.55

April 1, 2015 – March 31, 2016

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Treatment Staff	\$15.21	\$15.53	\$16.00	\$16.49	\$17.00	\$17.55	\$18.08	\$18.63
Senior Treatment Staff	\$16.52	\$16.83	\$17.30	\$17.79	\$18.31	\$18.85	\$19.39	\$19.94

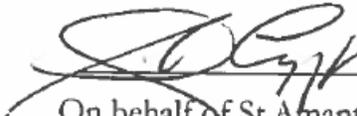
April 1, 2016 – March 31, 2017

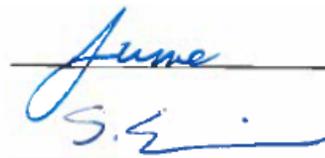
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Treatment Staff	\$15.52	\$15.84	\$16.32	\$16.82	\$17.34	\$17.90	\$18.44	\$19.00
Senior Treatment Staff	\$16.85	\$17.17	\$17.64	\$18.15	\$18.67	\$19.22	\$19.78	\$20.34

April 1, 2017 – March 31, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Treatment Staff	\$15.83	\$16.16	\$16.64	\$17.16	\$17.68	\$18.26	\$18.81	\$19.38
Senior Treatment Staff	\$17.19	\$17.51	\$17.99	\$18.51	\$19.05	\$19.61	\$20.17	\$20.76

Signed this 26<sup>th</sup> day of June 2015.

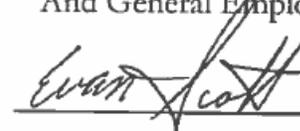
  
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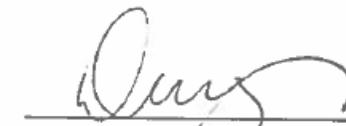
  
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## Salary Schedule

April 1, 2014 – March 31, 2015

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Support Worker	\$14.09	\$14.38	\$14.81	\$15.27	\$15.74	\$16.25	\$16.74	\$17.25
Key Worker	\$15.30	\$15.59	\$16.01	\$16.47	\$16.95	\$17.45	\$17.95	\$18.46

April 1, 2015 – March 31, 2016

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Support Worker	\$14.37	\$14.67	\$15.11	\$15.57	\$16.05	\$16.57	\$17.07	\$17.59
Key Worker	\$15.61	\$15.90	\$16.33	\$16.80	\$17.29	\$17.80	\$18.31	\$18.83

April 1, 2016 – March 31, 2017

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Support Worker	\$14.66	\$14.96	\$15.41	\$15.89	\$16.38	\$16.91	\$17.41	\$17.95
Key Worker	\$15.92	\$16.22	\$16.66	\$17.14	\$17.64	\$18.16	\$18.68	\$19.21

April 1, 2017 – March 31, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Support Worker	\$14.95	\$15.26	\$15.72	\$16.20	\$16.70	\$17.24	\$17.76	\$18.30
Key Worker	\$16.24	\$16.54	\$16.99	\$17.48	\$17.99	\$18.52	\$19.05	\$19.59