

Collective Agreement

between

Parkland Residential and Vocational Services Incorporated

and

**Manitoba Government and General Employees' Union
Local 180**

April 1, 2023 to March 31, 2028

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This agreement made this 6th day of December, 2023.

between

Parkland Residential and Vocational Services Incorporated (PRVSI)

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

Preamble

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

Article 1 Definitions

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

- (a) “Employer” will mean Parkland Residential and Vocational Services Inc.
- (b) “Employee” will mean an employee of Parkland Residential and Vocational Services Inc. who is covered by the Collective Agreement.
- (c) “PRVSI” will mean Parkland Residential and Vocational Services Inc.

- (d) “Union” will mean the Manitoba Government and General Employees’ Union (MGEU).
- (e) “Management” will mean the management team of Parkland Residential and Vocational Services Inc.
- (f) “Board of Directors” will mean the Board of Directors of Parkland Residential and Vocational Services Inc.
- (g) “Full-time” employee will mean an employee who regularly works and occupies a position of thirty-five (35) or more hours per week (seventy [70] hours or more biweekly).
- (h) “Part-time” employee will mean an employee who regularly works and occupies a position of less than thirty-five (35) hours per week (less than seventy [70] hours or more biweekly).

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

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

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

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

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

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

casual employees for available shifts and may not exercise seniority over full-time or part-time employees.

PRVSI shall maintain a separate seniority list identifying casual employees only.

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

Casual employees will be entitled to the increments based on 2,080 hours as identified in Article 11:08.

Casual employees shall be entitled to all premiums as per Article 46.

Casual employees shall be entitled to pay for a Statutory Holiday as per Article 22.

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

Casual employees required to travel on Employer business will be eligible for transportation costs as per Article 37 as well as Meal Allowance.

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

Note: Please see Memorandum of Agreement.

- (j) (i) Term position shall be for a specific time period or until completion of a particular project of a minimum duration of three (3) months and a maximum duration of two (2) years. Any extension beyond the two (2) year period shall be a matter for discussion between the Employer and the Union.

- (ii) When the Employer determines that a term position as described above exists, the position shall be posted and filled in accordance with Article 10 - Recruitment and Selection. All employees may apply for the term position. Any subsequent term positions directly resulting from the above procedure will not be required to be posted and shall be filled in accordance with Article 16:12. Upon completion of the original term position, the employee granted this original term shall be returned to **their** former position. In the event that an employee's former position no longer exists, the employee shall be entitled to exercise **their** seniority as stated in Article 20 - Layoff and Recall.
- (k) "Straight Time Overtime" means any hours of work beyond an employee's regular daily hours of work (up to eight [8] hours daily only) which are paid for at regular straight time rates of pay.
- (l) "Premium Overtime" means any hours beyond the regular working hours which are paid out at overtime rates of pay (one and one-half times [1½x] or double time [2x]).
- (m) **"SIL" will mean Supported Independent Living.**

Article 2 Duration

- 2:01** This agreement will become effective from and including April 1, **2023** and shall continue in effect up to and including March 31, **2028** and will remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Article 2:01, the party giving notice agrees to deliver to the other their written proposals for

the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties will, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties.

- 2:03** It is agreed by both parties that during the term of this Agreement there will be no strikes, lockouts, stoppages of work, or slowdowns, and that all grievances will be settled in accordance with the procedures set out in Article 13.
- 2:04** The Employer shall furnish to the Union upon receipt of notice to commence negotiations, per Article 2:01:
- (a) The name of each employee;
 - (b) The classification of each employee;
 - (c) The current rate of pay of each employee; and
 - (d) The regular biweekly hours of the employee's position.
- 2:05** Unless otherwise specified herein, all additions, deletions, amendments and/or revisions for this new Agreement shall become effective the first day of the biweekly pay period following the ratification of the tentative settlement by the Union's membership. The new wage rates at Appendix "A" are retroactive to and including **date of ratification, August 30, 2023**.

Article 3 Application of Agreement

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

Article 4 Management Rights

- 4:01** All the functions, rights, personnel pay practices, powers and authority which PRVSI has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being held by the Employer. This includes but is not limited to the right to maintain order and efficiency; to make, alter and enforce rules and regulations to be observed by its employees; to discipline and discharge for just cause; to schedule hours and assign tasks; and the right to select, hire, transfer, promote, demote, classify, lay off and recall employees.
- 4:02** In administering this Agreement, the Employer will act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Recognition

- 5:01** PRVSI recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as described in the Manitoba Labour Board Certificate Number 5787 and as set out in Article 3 and as well any further classifications of employees as may be agreed upon by the parties during the term of this Agreement.
- 5:02** The Employer recognizes the right of the Union in all matters pertaining to any form of revision of any wage, benefit or work condition contemplated or to be contemplated by this Agreement, and agrees not to enter into separate agreements with employees, or have employees sign to conditions of employment neither contemplated by nor contained in this Agreement.

Article 6 No Discrimination & Respectful Workplace

- 6:01** The Employer and the Union jointly affirm that every employee shall be entitled to a respectful and safe workplace.
- 6:02** The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable

characteristics cited in Section 9 of The Human Rights Code of Manitoba, except as may be allowed under the code.

Article 7 Labour/Management Committee

- 7:01** The parties hereto agree to a joint Labour/Management Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of Parkland Residential and Vocational Services Inc. and to discuss with a view to resolving and/or preventing potential grievances.
- 7:02** The Standing Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed six (6) members, including the Union representative and the Employer's consultant or member of the Board who may attend for consultation(s).
- 7:03** The Committee shall meet quarterly at a mutually agreeable time. A joint agenda will be prepared on a rotating basis and shall be submitted prior to the meeting. A standing agenda item shall be staff training. Any additional items will be agreed to be included at the meeting if both parties agree.
- 7:04** The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached that may contravene the Collective Agreement.
- 7:05** **The Employer pays the affected employees as if they had been at work for all hours during the meeting with the Employer.**

Article 8 Union Security

- 8:01** By reason of existing legislation the Employer will:

- (a) Deduct from the wages of each employee in the unit covered by the Collective Agreement, whether or not the person is a member of the Union, the amount of the regular membership dues payable by a member of the Union, except that where the employee is not a member of the Union the amount deducted will not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable to the Union.
- (b) Remit the amounts deducted under clause (a) to the Union monthly; and
- (c) Inform the Union monthly, of the names of the employees from whose wages deductions have been made under clause (a) and the amounts so deducted from each employee's wages.

8:02 The Union will notify PRVSI in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

8:03 The Union agrees to indemnify and save PRVSI harmless against any claim or liability arising out of the application of this Article.

8:04 For new employees, payroll deductions as set out in Article 8:01 above will become effective from the start of the pay period immediately following the commencement of employment.

8:05 When an Income Tax slip (T4) is made available it will indicate the amount of dues paid to the Union by the employee in the previous year.

Article 9 Union Business

9:01 Leave of absence to attend to Union business may be granted by providing the employee with a letter of request. The employee will submit the letter to Administration for approval. Approval will not be unreasonably withheld or denied.

- 9:02** Requests for leave will be made with reasonable advance notice but not less than five (5) working days and will be granted where operational requirements permit. Where special or unusual circumstances prevent compliance with the five (5) working days notice, the request will be considered and will not be unreasonably denied.
- 9:03** Where such leave of absence has been granted the Union will reimburse PRVSI one hundred percent (100%) of the wages plus the Employers share of EI and CPP paid to such employees during the approved absence.
- 9:04** The Employer agrees to memo/fax the Union during the first week of each month with a list of all new, rehired or recalled employees and those who have quit.
- 9:05** The Employer shall grant leave without pay to three (3) bargaining unit employees elected to serve on the Union Bargaining Committee at all sessions and meetings the employees attend for the negotiation of a revision and/or renewal of this Collective Agreement. The Employer agrees to pay the affected employees as if they had been at work and will invoice the Union for reimbursement of wages paid.
- 9:06** The Employer shall schedule a general orientation session for new employees. A Union representative, on Employer paid time, shall be provided with the opportunity to meet with those employees for a fifteen (15) minute presentation with questions to follow. The time shall be established by agreement subject to operational requirements. The Employer intends to hold such sessions on a quarterly basis.

Article 10 Recruitment and Selection

- 10:01** (a) Vacancies for positions, whether they be vacancies resulting from promotions, termination of employment, or new positions being created, and acting positions of a four (4) week period or longer, will be posted internally and filled with current employees who have the skills,

qualifications and ability required by the Employer. External applications will be considered if there are no suitable internal candidates.

- (b) It is the policy of the Employer to fill vacancies whenever possible by promoting qualified employees from within the organization.
 - (c) All vacancies will be posted for a minimum of seven (7) calendar days at each work location. Postings will state the required qualifications, current location and shift, hours of work and wage rate. A copy of each posting will be provided to the Union at the time of posting. A four (4) week **rotation/position hours** schedule of the hours of work and work locations(s) shall accompany a job posting upon request of the employee or the Union.
 - (d) Where more than one (1) employee with the necessary skills, qualifications, and abilities and satisfactory participant compatibility apply for a position, the determining factor will be length of service with the Employer as determined by the employees' seniority. The employee with the longest service will be the successful candidate, unless there is documentation indicating a problem between a participant and the senior qualified applicant. In all other cases, the successful candidate will be subject to an assessment period of five hundred twenty (520) hours.
 - (e) Employees hired after a break in service not exceeding **nine (9)** months, who were previously at a **Support Worker 2** level, will automatically be placed at a **Support Worker 2** level in the pay period that includes the end of the probationary period. If the break in service exceeds **nine (9)** months, the person will return as a **Support Worker 1 level**.
 - (f) The Union shall be given notice of any promotions, creating new or deleting positions within the bargaining unit.
- 10:02** (a) A promoted employee or an employee accepting a position in a lower classification will be on **assessment** for a period of five hundred twenty (520) hours **or nine (9) months, whichever is earlier**. An employee promoted/transferred to House Manager will be on **assessment** for

1040 hours. If the employee, in the opinion of the Employer, is found to be unsuitable for the job during the **assessment** period, the Employer may, at any time during the **assessment** period, return **them to their** former position, at **their** former wage or salary rate, without loss of seniority. The employee may also choose to return to their former position if they feel they are not suitable for the job. When an employee is awarded a lateral transfer in a permanent position, the employee will have the option to return to their previous position within five hundred twenty hours (520) hours **or nine (9) months, whichever is earlier**, of the awarding of their new position.

- (b) An external candidate hired for a position will be on probation for a period of 1,040 hours or one (1) calendar year whichever occurs sooner. If an employee, in the opinion of the Employer, is found to be unsuitable for the job during the probationary period, the employee may be terminated by management during this period and the employee will not have recourse to the grievance or arbitration procedures of the Agreement. The employee may also terminate employment without notice in this period.
- (c) Evaluations for new or promoted staff will be done on or before the expiry of the probation period.
- (d) A further five hundred nineteen (519) hours (four hundred and eighty-seven and one-half (487½) hours) extension of probationary status can be required by management, if there is sufficient cause, to a maximum of 1,038 hours (nine hundred seventy-five [975] hours) total probation, at which point the employee will be converted to permanent status or terminated if they are deemed unable to perform the required duties.

10:03 When an employee is promoted, **their** new and future salary will be the rate of pay of **their** new job title which is next higher to **their** rate of pay in **their** former job title and which is no less than twenty (\$0.20) cents per hour.

- 10:04** If an employee requests a transfer of programs and the Employer accepts, the employee will retain credit for years worked and all possible benefits currently held by the employee.
- 10:05** If a lateral transfer is initiated by a competition for a position and a current employee is awarded the position, the employee will be placed on the pay scale at the rate of pay closest to **their** current rate of pay, but no lower than **their** current rate of pay.
- 10:06** An employee will be given training in the best methods to perform their job whenever possible.
- 10:07** Prior to employment, all employees are subject to a Criminal Records Check (CRC). Each new staff must consent to and sign a release form for a CRC. The following procedures/conditions apply:
- (a) All information regarding Criminal Records Checks will be strictly confidential.
 - (b) Refusal to participate in a CRC automatically disqualifies employment.
 - (c) (i) Anyone with a criminal record will be hired for employment only with Board approval.
(ii) Traffic violations will have no bearing on employment, where it is not a prerequisite to employment.
- 10:08** Prior to employment, all employees are subject to and must sign a release form for a Child Abuse Registry check. The following procedures/conditions apply:
- (a) All information regarding Child Abuse Registry Checks will be kept strictly confidential.
 - (b) Refusal to participate in a Child Abuse Registry Check automatically disqualifies employment.

- (c) Any listing on the Child Abuse Registry will automatically disqualify the individual from employment with PRVSI.

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

Article 11 Pay

11:01 PRVSI will endeavour to maintain equitable wage rates for employees who perform similar work under similar conditions within the organization.

11:02 The wage scales applicable to employees covered by this Agreement shall contain the classification titles and rates of pay. The wage scale shall be known as Salary Schedule and shall be attached to and form part of this Agreement. A step in a pay range in the Salary Schedule is also referred to as an increment elsewhere in this Agreement.

- (a) Pay stubs will include the number of hours worked in each classification and the rate of pay. Pay stubs shall also show accumulations of vacation time, sick time, bank time and seniority.

11:03 PRVSI uses a twenty-four (24) hour clock with hours starting at 12:00 a.m.

11:04 The pay period will be biweekly beginning at 12:00 a.m. on the first Thursday of the pay period and ending at midnight Wednesday, two (2) weeks later. Direct deposit for wages will be available to all staff.

11:05 Wages will be available for employees by 9:00 a.m. on the second Friday following the cut off date.

11:06 Where payday falls on a statutory holiday wages will be available for employees by 3:00 p.m. the last regular work day prior to the statutory holiday.

11:07 Special pay advances of up to one (1) pay period may be granted with the authorization and approval of Board Executive. Advances will be deducted in full from the next paycheque.

11:08 An employee will receive **their** incremental pay increase effective the pay period which includes the employee's anniversary date for that increment as noted in the Salary Schedule (e.g. the sixth month, first year, second year, third year, and fifth year).

For the purposes of this Agreement, a year shall be understood to mean 2,080 hours.

11:09 An employee assigned to take over the role of a House Manager for three (3) or more days shall be paid Acting Pay. **They** will be paid the appropriate House Manager rate for **their** service increment level, for all hours so worked. Where an acting status appointment to a position within the bargaining unit will exceed three (3) months, the position shall be posted.

11:10 An employee who has completed ten (10) years of service in the bargaining unit shall receive a long service allowance of fifty cents (\$0.50) per hour.

Article 12 Discipline Procedure

12:01 An employee may be disciplined, discharged, or suspended for just cause only.

12:02 The employee will be notified in writing outlining the circumstances which made the disciplinary action necessary.

12:03 When a meeting is required between the Employer and employee for the purpose of investigating a discharge or disciplinary offence, the management will inform the employee affected that **they have** the right to have a representative of the Union present at such a meeting. It is understood that the Employer, the Union and the Employee will cooperate in the prompt disclosure of all relevant details.

12:04 For the purpose of this section "oral reprimand" will be defined as an oral reprimand given by the supervisor or management where a notation is made in the employee's personnel file. The employee will be informed that such notation has been made.

12:05 Where a written report is to be placed on an employee's file the employee will be given the opportunity to sign the report indicating only that **they have** read it. An employee will receive a copy of the written report whether they have signed it nor not.

Article 13 Grievance Procedure

13:01 **Rights Of Stewards**

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

13:02 **Permission To Leave Work**

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

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

13:04 **Settling Grievances**

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

Step 1

The aggrieved employee or employees will submit the written grievances to the management office within twenty (20) calendar days of the event or

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

Step 2

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

Step 3

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

13:05 Policy/Group Grievance

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

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

13:07 Failure To Act Within Time Limits

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

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

Article 14 Arbitration Procedure

- 14:01** Within ten (10) days of notice being given to proceed to arbitration the parties will select an arbitrator to hear the issue in dispute. The party referring the matter to arbitration will notify the arbitrator and a hearing will be convened within thirty (30) days of sending the notification.
- 14:02** In the event the parties fail to agree upon an arbitrator, then at the request of either party, the appointment will be made by the Minister of Labour.
- 14:03** The arbitrator will have no power to adjudicate on any issue other than the matter referred, to make any adjudication inconsistent with the terms of this Agreement, or to award costs.
- 14:04** The parties may settle by mutual agreement any matter referred to arbitration at any time prior to the receipt of the arbitrator's award.
- 14:05** The award of the arbitrator will be final and binding upon the parties.
- 14:06** The award of the arbitrator will be made in writing and will be forwarded to the parties within thirty (30) days of the conclusion of the hearing.

Article 15 Stewards

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

Article 16 Hours of Work

- 16:01** (a) Positions within the Day Program will work a maximum of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours

per week. All Day Program staff, including employees that work the Day Program in the residential and SIL work locations, at **their** option, will be facilitated to pick up ten (10) extra hours every four (4) weeks to reach one hundred sixty (160) hours total. The foregoing shall not constitute overtime pay.

- (b) Overtime will be compensated at straight time (1x) overtime between seven and one-half (7½) and eight (8) hours in a day, and at the rate of one and one-half times (1½x) for all hours worked in excess of eight (8) hours in a day;
- (c) In recognition of lunch duty within the Day Program, the Union and the Employer agree that hours may be flexed, with employees scheduled to be on lunch duty working eight (8) hours one week and seven (7) hours the next week.

16:02 (a) Employees in all other programs **will be scheduled for an** eight (8) hour **shift** per day and forty (40) hours per week. **The eight hour shifts** will receive overtime at the rate of one and one-half times (1½x) for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

- (b) Employees **may be scheduled to** work a maximum of twelve (12) hours per day, or one hundred sixty (160) hours in a four (4) week period **if the employee is on a twelve (12) hour shift rotation. The twelve (12) hour shifts** will receive overtime at the rate of one and one-half times (1½x) for all hours worked in excess of twelve (12) hours in a day or one hundred sixty (160) hours in a four (4) week period.

- (c) Employees working contiguous shifts shall be paid overtime for all hours in excess of twelve (12) consecutive hours. Sleep night hours are not considered an interruption to consecutive hours of work.

16:03 Employees who work overnight **sleep shifts** will receive compensation on the following basis for hours worked between 12:00 a.m. and 6:00 a.m.:

- (a) A payment equal to six (6) hours of the current legislated Manitoba minimum wage,
- (b) Every one (1) hour of sleep time will be counted as one (1) hour towards an employee's seniority, up to a maximum of 2,080 hours per year of seniority.

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

- 16:05**
- (a) Where the Personal Support Worker assigned to a participant has gone off duty and circumstances arise where the participant requires one-on-one attention, the House Manager on call will be authorized to call in staff for the purposes of immediately dealing with the situation.
 - (b) The parties agree that staffing levels affect care for participants/residents and employees' working conditions. The parties therefore agree:
 - (i) The Employer is responsible to review and determine staffing requirements.
 - (ii) The Employer shall strive to maintain base staffing levels in the units wherever reasonable and practicable.
 - (iii) In the event that the Employer determines a vacant shift will not or cannot be filled the House Manager/Supervisor shall, in consultation with the staff, evaluate and reorganize the workload if required, and provide direction to staff as to which activities take priority, and where appropriate, functions that they will not be able to complete.

- 16:06** (a) Employees will receive a one (1) hour unpaid meal break in each shift worked which is five (5) or more hours in length.
- (b) Where circumstances dictate, and where authorized by management, an employee's meal break may be deleted. Employees whose meal breaks are deleted will be provided with a paid meal break at the work location.
- 16:07** Employees may receive pay for overtime hours, or bank time to be used at a later date. Banked hours will be used at a time that is mutually agreeable to the Employer and the employees.
- 16:08** Employees may accumulate a maximum of twenty (20) hours overtime after which any overtime worked must be cashed out. If not taken as approved time off, bank time will be paid out after **three (3)** months from the start of accumulation All bank time must be used or cashed out before the fiscal year end.
- 16:09** Employees called into work on short notice will receive a minimum of three (3) hours at the appropriate rate of pay. If the Employer (excluding payroll and scheduling personnel) calls the employee outside of the employee's regular working hours, when the employee is not on shift, the employee shall be paid a minimum of fifteen (15) minutes at the employee's regular hourly rate. Employees will be paid a minimum of fifteen (15) minutes when called by office staff including payroll and scheduling staff when called about non-payroll or scheduling issues.
- 16:10** All prescheduled, short-term assignments, whether call-out or scheduled, shall be paid a minimum of one (1) hour's wage.
- (a) All employees must attend prescheduled house meetings where notice is provided at least two (2) weeks in advance. Failure to attend may lead to discipline unless absences are approved by management.**
- 16:11** All extra hours of work and overtime shall be offered in a descending order of seniority first among the full-time staff, then to part-time and then to

casuals. While the foregoing is intended to increase the benefits of employment based on increased service, this Article is not intended to generate overtime unnecessarily. The terms of this Article include those shifts assigned in the SIL program.

16:12 The parties agree that as positions become vacant through attrition, prior to the posting of the vacancy, the Employer and the Union shall meet to discuss and distribute where possible, the available hours to other positions, in order to create as many full-time positions as possible.

The parties shall review and consider staff concerns, staff availability and needs of participants. The parties will also examine the establishment of baseline staffing (i.e.: full-time to part-time ratios), the feasibility of bringing shifts of less than eight (8) hours up to eight (8) hours by adding available hours and making adjustments as needed based on participant needs and attrition.

Changing conditions during the life of this Agreement may result in changing opportunities. House Managers will identify potential opportunities. The analysis of opportunities will include MGEU and the Executive Director. The creation of any eight (8) hour positions cannot:

- (a) Result in any additional costs to the Employer (e.g.: overtime);
- (b) Result in a violation of this Collective Agreement.

It is understood that the Employer will not unreasonably withhold the creation of any potential eight (8) hour positions.

16:13 Hours of work shall be distributed as equitably as possible amongst casual employees; the parties recognize that site, gender and personal choice of not working certain locations may affect equitability.

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

16:14 Employees shall have the right to refuse extra hours of work that are offered above the hours of work assigned to their position, except in emergency situations where the needs of the participant necessitate attendance.

16:15 The Employer shall have the right to assign employees to residences not assigned to their position where the needs of the participant necessitate such an assignment.

(a) Employees will not be required to work in residences where they have not previously received an orientation, or to complete tasks that require specific training, i.e. lifts.

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

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

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

Article 17 On Call

17:01 House Managers, or any duly qualified employee, will be assigned to a one (1) week on-call rotation beyond the regular hours of work, commencing 08:00 hours on Thursday to 08:00 hours of the next following Thursday, to deal with emergencies and issues arising from all residences by telephone. The Employer shall ensure that a minimum of ten (10) employees are included in the rotation.

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

The on-call worker must maintain a chronological log of the date, time, duration, name(s), and purpose of each call. At the end of the on-call tour, the Worker shall submit the log to the Employer as a claim for compensatory time off at the applicable rates. An employee working the on-call tour, shall, effective date of ratification receive a flat fee of **two hundred dollars (\$200)** per each week of on-call service provided.

Article 18 Shift Schedules

- 18:01** Shift schedules for a minimum of a four (4) week period shall be posted at each work location at least two (2) weeks in advance of the beginning of the scheduled period.
- 18:02** An employee scheduled to work, who wishes to exchange a shift or shifts with another employee may request permission from the Employer to do so providing:
- (a) The request is made in writing at least **seven (7)** working days, if possible, prior to the first shift which is to be worked. The traded shift must be within the current 160 hour schedule period;
 - (b) That such request is signed by both employees who are making the change, as well as the affected House Managers.
 - (c) Once a shift is traded away and approved, the employee has no further obligation to that shift.
 - (d) An employee who has agreed to a shift trade is obligated to work that shift. If the shift is missed without reasonable explanation, the employee will be prohibited from shift trades for a period of three (3) months.

The Employer shall consider each request on an individual basis.

- 18:03** As soon as reasonably possible after making a decision to proceed with a significant change to the normal work day, start and finish times, normal work week, or normal shift pattern the Employer will inform the Union.

Article 19 Seniority

- 19:01** (a) Seniority will mean the length of service in the employ of the Employer based on the total number of hours worked from the employee's last starting date and will be recognized on a bargaining unit wide basis. The maximum amount of seniority attainable is 2,080 hours per year.
- (b) PRVSI - Day Program employees will accumulate seniority on the following basis:
- Seven and one-half ($7\frac{1}{2}$) hours equals one (1) day of accumulated service.
 - Thirty-seven and one-half ($37\frac{1}{2}$) hours equals one (1) week of accumulated service.
 - One hundred and sixty-two and one-half ($162\frac{1}{2}$) hours equals one (1) month of accumulated service.
 - 1,950 hours equals one (1) year of accumulated service.
- (c) All other employees will accumulate seniority on the following basis:
- Eight (8) hours equals one (1) day of accumulated service.
 - Forty (40) hours equals one (1) week of accumulated service.
 - One hundred and seventy-three (173) hours equals one (1) month of accumulated service.
 - 2,076 hours equals one (1) year of accumulated service.
- (d) Seniority will accrue if an employee:
- Is on any period of paid sick leave;
 - Is on any period of paid vacation;
 - Is on any period of WCB for up to one (1) year;
 - Is on an approved Parental/Maternity Leave;
 - Is on Union leave as approved in Article 9.
- 19:02** Seniority will be considered broken and services terminated if an employee:

- (a) Is duly discharged by the Employer and not reinstated through the grievance and arbitration procedures of this Agreement; or
- (b) Voluntarily quits or resigns; or
- (c) Is absent from work without a written leave of absence for more than three (3) scheduled work days, unless a satisfactory reason is given by the employee; inability to communicate with the Employer will be considered a satisfactory reason; or
- (d) Fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given; or
- (e) Has been laid off continuously for a period of twenty-four (24) months, or is called back to work after a layoff and does not return to work within five (5) calendar days of receiving a registered letter to the last address **they** gave the Employer, unless a return period of more than five (5) days is agreed to by the Employer and Employee after the employee receives **their** return to work notification.

19:03 An employee will retain but will not accrue seniority if;

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

19:04 An employee will continue to accumulate seniority while on their trial period in a position outside of the bargaining unit.

19:05 The Employer agrees to post a seniority list one (1) month after the end of the fiscal year showing each employees' accumulated hours for the past twelve (12) months, regular biweekly hours, and their total accumulated hours of employment. Any employee disputing their hours must provide documentation of errors within twenty (20) working days of the list being

posted. A copy of the seniority list will be provided to the Union on a quarterly basis if requested.

- 19:06** Each employee will be provided with a print out, on their paycheque, by March 1 each year, showing their projected accumulated vacation time, accumulated sick time, accumulated bank time, regular biweekly hours, and seniority. Any employee disputing the amounts recorded must provide written documentation of errors within twenty (20) working days of receiving the print out. The employee will put the request in writing and make an appointment with management to discuss the issues in dispute.

Article 20 Layoff and Recall

- 20:01** Layoff will be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement.
- 20:02** Where it is necessary to lay off employees, the following notice(s) shall be given:
- (a) Where the funding is participant-driven, employees to be laid off will be given a minimum of two (2) weeks' notice or pay in lieu of notice not given.
 - (b) Where the funding relates to a program, employees with two (2) years or less of seniority will be given two (2) weeks' notice prior to layoff or pay in lieu thereof, and employees with more than two (2) years seniority shall be given four (4) weeks' written notice or pay in lieu thereof.
 - (c) Layoffs within the bargaining unit will be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the necessary qualifications, skill and ability to perform the required work. If qualifications and ability are relatively equal, then seniority will be the deciding factor. Layoff notices will state the reason(s) for the layoff and the expected duration of the layoff.

20:03 An employee selected for lay-off may exercise an option to displace an employee with less seniority in the same or lower classification.

The employee exercising the displacement option must have the qualifications, ability and participant compatibility to perform the work of the person they are seeking to replace. The employee will have a familiarization period of five hundred and twenty (520) hours.

An employee who is displaced shall be given the same notice of lay-off as Article 18:02 and may in turn exercise the displacement option as described above. This process shall continue in this manner until there are no displacement opportunities.

20:04 For purposes of the Agreement, “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competency; “ability” refers to mental and physical ability. The onus of proof rests with the Employer in any dispute where the Employer has made a determination with respect to an employee’s qualifications and ability and where that determination has an adverse effect on the employee (i.e.: position denied, layoff occurs, call-back refused, etc.).

20:05 Employees who choose not to displace or have no displacement opportunities shall be considered to be laid off. These employees shall be placed on a re-employment list for a period of six (6) months from the effective date of lay-off.

Employees who are laid off will be called back in order of seniority, qualifications and ability.

20:06 A new employee will not be hired to fill a bargaining unit position until all laid off employees have been given the opportunity of recall, subject to qualifications and ability.

20:07 Notice of recall to an employee who has been laid off will be made to the last known address filed by the employee with the Employer. Notice of recall will

be sent by registered mail. It is the employee's responsibility to notify the employer of any address changes.

A laid off employee must, within three (3) working days after receipt of notice, confirm **their** intention to return to work. The employee must return to work within five (5) calendar days of contacting the Employer, unless a later date is mutually agreed upon.

Article 21 Break Periods

- 21:01** Employees are granted two (2) twenty (20) minute break periods in each full working day (seven [7] hours or more) or one (1) twenty (20) minute break period in each half working day (three and one-half (3½) hours or more).
- 21:02** Break periods will be scheduled at a reasonable time, by the supervisor or management.
- 21:03** Arrangements to leave the premises during break periods must be made by the appropriate House Manager.

Article 22 Statutory Holidays

- 22:01** The Employer regularly observes these paid holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 22:02** The same will apply when other holidays are so proclaimed by Federal or Provincial Authorities. Management retains the right to allow an employee, who requests to do so, to take a regular working day off in lieu of the holiday pay for such a holiday. This day will be scheduled by mutual agreement of the

employee and supervisor, providing no extra costs are incurred by the Employer.

- 22:03** The above-mentioned holidays shall be observed on days other than the calendar date when so proclaimed by Federal or Provincial authorities.
- 22:04** Persons that have been employed by the Employer at least thirty (30) calendar days, and have worked more than fifteen (15) of these days, and have earned wages for part or all of each day prior to and following the day of the holiday will receive holiday pay. In the case of shifts exceeding eight (8) hours, the total hours will be prorated to be based on eight (8) hour days to qualify for the holiday pay. (i.e.: twelve [12] hour days/shifts = one hundred twenty [120] hours = fifteen [15] days of equivalency.)
- 22:05** Persons will be paid for the holiday if the shift prior to or after the holiday was not worked due to:
- (a) Death in immediate family.
 - (b) Absent because of prior permission.
 - (c) Jury duty.
 - (d) Certified illness.
- 22:06** Persons will not be paid for the holiday by the Employer if the person is in receipt of Workers Compensation.
- 22:07** Employees required to work on a statutory holiday will be compensated at the rate of one and one-half times ($1\frac{1}{2}x$) for all regular hours worked, and double time ($2x$) for any premium overtime hours worked beyond their regular hours. Management approval must be given before incurring premium overtime hours.
- 22:08** When full-time or part-time employees work on a statutory holiday they have the following options:
- (a) To be paid one and one-half times ($1\frac{1}{2}x$) for all regular hours worked; or

(b) To be paid straight time (1x) for all hours worked and bank the half-time ($\frac{1}{2}x$) portion (i.e.: if the person works eight [8] hours they will be paid for eight [8] hours and bank four [4] hours).

22:09 Full-time employees in the Residential Programs scheduled to work the majority of statutory holidays as part of their regular schedule will have the option to request a leave for those days with no loss of pay. Payment received would be equivalent to the statutory holiday earned.

(a) Position holders may choose to claim (based on seniority), any vacant shift in their house available on a statutory holiday. Seniority may be exercised for up to three (3) requests per year excluding Christmas and New Year's. Employees' required to work Christmas and New Year's will have shifts distributed equitably.

Article 23 Vacations

23:01 For the purpose of this Agreement, **a vacation year is the period beginning on April 1 and ending March 31 of the next year.**

23:02 Employees shall be entitled to take earned vacation credits on the following basis:

After one (1) year of accumulated service:	two (2) weeks' vacation
After two (2) years of accumulated service:	three (3) weeks' vacation
After five (5) years of accumulated service:	four (4) weeks' vacation
After twelve (12) years of accumulated service:	five (5) weeks' vacation
After twenty-five (25) years of accumulated	six (6) weeks' vacation

Service:

For the purposes of this Article, accumulated service shall be interpreted to mean 2,080 hours worked.

23:03 (a) A projected vacation entitlement list will be posted by February 1 of each vacation year for the employee's review.

- (b) All vacation requests (first, second and third choice) must be submitted by March 1 of each vacation year.
- (c) The vacation requests will be approved or denied and the approved vacation list and yearly vacation schedule will be posted in an area accessible to all employees by March 31 of each vacation year in the main office. Employees may request a photocopy.
- (d) Requests for vacation submitted after the above deadlines will be approved based on operational requirements.

- 23:04** For the purposes of vacation calculation for part-time employees one hundred seven-three (173) hours (Category A), or one hundred and sixty-two and one-half (162½) hours (Category B) will be considered to be one (1) month of service.
- 23:05** Casual, term or part-time employees working less than ten (10) hours per week will have their vacation pay paid out on a biweekly basis. Casual, term or part-time employees working more than ten (10) hours per week shall be entitled to take vacation in the year following the year in which it is accumulated on a prorated basis.
- 23:06** Vacations will be allowed based on seniority subject to the operational requirements of the Employer. Vacation requests will not be unreasonably denied.
- 23:07** Vacation time will not accumulate from year to year except under special circumstances and by prior approval of management.
- 23:08** In the event an employee dies, payment for unused vacation will be made to his estate.
- 23:09** In the event of verified illness or injury during the vacation period, the vacation credits will be returned to the vacation bank to be used at a future date.

- 23:10** Any request for pay out of vacation for any purpose other than annual leave will be reviewed and approved, at management's discretion, on a case by case basis.
- 23:11** Where the Employer finds it necessary to cancel all or part of an employee's approved vacation leave, the Employer will, at the employee's request, provide reimbursement for any non-refundable travel arrangements or bookings made by the employee for the approved period. The employee must provide receipts for such expenses.
- 23:12** **Employees are able to take single day vacation except employees with four (4) weeks or greater of vacation must use at least two (2) weeks of their vacation accruals in one (1) week blocks. A week can start on any calendar day and consist of seven (7) consecutive calendar days. The remaining vacation can be taken as single days.**

Article 24 Bereavement Leave

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

- 24:01** (a) Three (3) days off with pay for time off in the event of death in the immediate family. The immediate family is defined as mother, father, sister, brother, spouse or common-law spouse, child, foster child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, fiancé, step-parents, grandchild, any relative living under the same roof, common-law brother or sister-in-law and life partner, effective date of ratification.
- (b) One (1) day of the three (3) allowed may be retained for use in the case(s) where actual internment or cremation is at a later date.
- (c) One (1) day off with pay in the event of the death of an aunt, uncle, niece or nephew.

- (d) One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a formal participant (which includes Pallbearer, Eulogist, Service Participant or designated Honorary Pallbearer).
- 24:02** (a) A further two (2) days can be granted without loss of pay if requested in order to attend a funeral more than five hundred (500) kilometres away.
- (b) Employees attending a funeral two hundred fifty to five hundred (250 - 500) kilometres away may be granted an additional two (2) days without loss of pay, if severe weather conditions restrict travel. The employee will notify management at the earliest opportunity if there are travel difficulties.
- 24:03** Requests can be made to management to attend funerals of other close relatives or close friends and the requests will be considered on an individual basis. These requests will be dealt with in a manner which is consistent among all employees requesting such leave.
- 24:04** In the event of a death of a program participant/staff, or board member, those employees wishing to attend the funeral should notify the Management so proper arrangements in consideration of the specifics of each incident can be made. It is agreed that employees will be eligible for compassionate leave for any pre-authorized shift including shifts picked up or traded and authorized by the Employer.

Article 25 Maternity and Parental Leaves

Maternity Leave

- 25:01** An employee who qualifies for maternity leave may apply for such leave as set out below.
- 25:02** In order to qualify for maternity leave, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer,

- (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.

25:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 25:02(c) or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 25:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

25:04 An employee who has been granted maternity leave will be permitted to apply up to a maximum of five (5) days of **their** accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of **their** accumulated sick leave:

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

(c) **Should an employee not be required to serve any waiting period before the commencement of Employment Insurance benefits, the accumulated sick leave benefits above up to a maximum of ten (10) days will be paid in the week following the payment in paragraph (a) or (b).**

(d) Should the employee not return to work following **their** maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee will compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return will be counted as days worked.

25:05 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation.

25:06 Where an employee's anniversary date falls during the period of maternity leave, the employee shall receive **their** incremental pay increase effective the date upon which **they** return to **their** position of employment.

25:07 Sections 52 through 57.1(2) inclusive and Section 60 of The Employment Standards Code respecting maternity leave shall apply.

25:08 An employee who wishes to resume **their** employment on the expiration of leave granted to **them** in accordance with this section shall be reinstated by **their** Employer in the position occupied by **them** at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

25:09 For the purpose of calculating pension and other benefits of an employee when leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

25:10 Parental Leave

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

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

25:11 An employee who qualifies under Article 25:10 must:

- (a) Have completed seven (7) continuous months of employment, and
- (b) Submit to the Director an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

25:12 An employee who qualifies in accordance with Articles 25:10 and 25:11 is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.

25:13 Subject to Article 25:15 Parental Leave must commence no later than of up to eighteen (18) months after the birth or adoption of the child or the date on which the child comes in the actual care and custody of the employee.

25:14 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Director.

25:15 An employee may end **their** Parental Leave earlier than the day set out in Articles 25:12 and 25:13 by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.

25:16 Sections 58(1) through 59.1(2) inclusive and Section 60 of the Employment Standards Code respecting Parental Leave shall apply.

25:17 Childbirth Leave

An employee who is not the birthing parent shall be granted two (2) days' sick leave with pay where such employee has sick leave credits or granted personal leave without pay where such employee has no sick leave credits with pay for the birth of the employee's child.

Article 26 Leave of Absence

26:01 Any full-time, permanent employee of PRVSI may be granted a leave of absence up to three hundred sixty-five (365) days, solely in the discretion of management where reasonable cause has been shown and sufficient staff are available to cover the employees' absence and provided it does not interfere with the work schedule.

26:02 Requests for leave of absence will be forwarded to management stating the reason for the leave and the length of leave requested. Management will respond to the request allowing sufficient time for any necessary arrangements which must be made in the workplace.

Leaves of absence without pay may be granted for a period for a good and sufficient reason. Except in emergency circumstances, all requests for leave of absence must be made in writing to the Executive Director at least thirty (30) calendar days in advance, specifying the reason for the requested leave and the proposed dates for departure and return. Shortage of staff shall be a valid reason for refusal to grant leave of absence under this Article. Leave of absence will not be granted to pursue paid employment elsewhere, except or as may be required per Article 9, Union Business.

26:03 Compassionate Care Leave

(a) An employee may apply for compassionate care leave of up to **twenty-eight (28)** weeks for the purposes of providing care to a family member with a serious medical condition with significant risk of death within a twenty-six (26) week period. Such leave shall be without pay and may be split in two (2) periods with no period of leave to be less than one (1) week.

- (b) In order to qualify for compassionate care leave, the employee must:
- (i) Have worked for the Employer for more than thirty (30) calendar days;
 - (ii) Identify in writing to the Employer that the leave is being utilized to care for a spouse, a child or child of a spouse, or a parent or a parent of a spouse. Where the word spouse is utilized it is intended to include common law partner;
 - (iii) Provide the Employer with a physician's certificate stating the opinion that there is a high risk of death within a twenty-six (26) week period;
 - (iv) Provide the Employer with as much notice as is reasonably possible prior to the intended date of such leave.
- (c) Employees must provide at least one (1) weeks' notice to the Employer if they wish to return to work earlier than expected.

26:04 Failure to return upon the expiration of a leave will be construed as termination of employment except where a valid reason exists or by approval of management prior to the completion of the leave.

26:05 Seniority will not accrue during time of leave.

26:06 **Interpersonal Violence Leave**

For the purposes of this Article the meaning of “common-law partner”, “dependant”, “interpersonal violence” and “parent” are as defined in Section 59.9(1) and 59.11(1) of the Manitoba Employment Standards Code.

- (a) An employee is entitled to interpersonal violence leave if:**
- (i) The employee or a dependent is a victim of interpersonal violence; and**

- (ii) The employee has been employed by the same employer for at least ninety (90) days.
- (b) An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
 - (i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - (ii) Leave of up to seventeen (17) weeks to be taken in one continuous period;
 - (iii) Employees may take the leave in any order that meets their individual circumstances.
- (c) An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependent:
 - (i) To seek medical attention in respect of a physical or psychological injury or disability caused by the interpersonal violence.
 - (ii) To obtain services from a victim services organization;
 - (iii) To obtain psychological or other professional counselling;
 - (iv) To relocate temporarily or permanently;
 - (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to one resulting from the interpersonal violence;
 - (vi) Any other prescribed purpose.
- (d) For the purposes of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:

- (i) A parent;
 - (ii) A parent or child of a person referred to in clause (i);
 - (iii) A spouse or common-law partner of the child;
 - (iv) A child of the child; or
 - (v) Any other person who lives with the child as a member of their family.
- (e) Subject to Article 26:06(f), leave taken under this section is unpaid leave.
- (f) An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provide that when giving notice under Article 26:06(h) the employee notifies the employer which days, if any, are to be Employer paid leave.
- (g) If an employee takes any part of a day as leave under this section, the employer may count that day as a day of leave for the purpose of this section.
- (h) An employee who wishes to take leave under this article must provide as much notice as is reasonable and practicable under the circumstances.
- (i) An employee who has taken leave under this Article 26:06(b)(iii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time of funder 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.

- (j) An employee taking leave under this section may be required to provide the Employer with reasonable verification of the necessity of the leave upon request.
- (k) Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure may be required to ensure the safety of the employees or the staff, is required by law or where the employee has given consent.

Article 27 Sick Leave

- 27:01** It is agreed by management and the Union that earned sick leave entitlement will be granted by the Employer for any prescheduled shift where an employee is unable to be at work and perform **their** regular duties as a result of illness or injury. It is understood that pre-scheduled shift means any shift signed up and authorized and received with your pay stub.
- 27:02** Following successful completion of their probationary period, employees will be credited with, and accumulate sick days from their first day of work in accordance with Article 27:04.
- 27:03** Anyone who will be absent from work due to illness will notify their supervisor at least **two (2) hours** prior to the commencement of a day shift, or **four (4) hours** prior to the commencement of an evening or an overnight shift, or as soon after as the circumstances allow. Employees will endeavor to notify the Employer as soon as possible.
- 27:04** An employee will accumulate sick leave on regular hours worked at a rate of five (5%) percent per hour, one (1) day (up to eight [8] hours) per month of accumulated service (one hundred-sixty [160] hours).
- 27:05** Employees working on or before February 20, 1995 will accumulate unused sick leave to a maximum of sixty-five (65) days.

- 27:06** (a) An employee who is absent from work due to illness four (4) times in a two (2) month period will be placed on the attendance management list.
- (b) An employee with this many absences will be asked to have a discussion with the Executive Director. The employee will be entitled to bring a Union Representative. The discussion will include a consideration of the reasons why the employee might be having increased sick leave, such as a serious illness or injury or a chronic condition. If there are medical reasons for the increase, the Employer may request further medical to substantiate the condition/illness. The results of the medical inquiry may also trigger a consideration of the duty to accommodate.
- (c) If the employee does not require accommodation, the Employer may impose a condition of requiring a sick note at the employee's expense for every period of sick leave.
- (d) If the employee shows a significant improvement in attendance over any period of two (2) months, they will be removed from the attendance management list and will not be required to bring a note for every period of sick leave.
- 27:07** Management reserves the right to require a medical certificate from an employee before approving sick leave benefits. Medical certificates will not be unreasonably requested.
- 27:08** The Employer may require an employee to undergo a thorough medical examination from a duly qualified medical practitioner acceptable to the Employer as a condition of continuing employment. The results will be provided to management and to the employee and treated as confidential. These examinations will only be requested with good cause and the cost will be paid by the Employer.
- 27:09** Employees will be entitled to use five (5) days per year of their accumulated sick leave in order to attend to the care of a family member or person who

resides in the employee's home, and, in situations where the employee is the only family member able to attend to the care of an immediate family member as defined in Article 24:01, and, who does not reside in the employee's home. These days will not accumulate from year to year. In the case of such leave utilized to attend to medical appointments related to the care of an immediate family member, payment shall include the travel and time involved for referral appointments at a distance.

- 27:10** Where possible, employees on sick leave of a period of four (4) weeks or longer shall provide the Employer a date of return seven (7) calendar days previous to their return. **If the employee returns within the seven (7) day notice period, the Employer will endeavour to find shifts for the employee in any work location, on any shift, ideally as close as possible to their existing shift pattern. The employee will have the option to decline any shifts offered that are not part of their regular shift pattern.**
- 27:11** The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within **their** restrictions and limitations as documented by a qualified medical practitioner.
- 27:12** Employees will endeavor to schedule medical and/or dental appointments outside of their regular working hours or at the end of their shift.

Article 28 Benefits Plans

- 28:01** The parties agree that the following benefits will be provided for all employees who have completed their probationary period and are eligible under the rules of the plan currently in place:
- (a) Dental coverage;
 - (b) Extended Health Insurance;

- (c) Disability Insurance;
- (d) Life Insurance.

- 28:02** The parties agree that the Pension Plan will be provided for all full-time and part-time employees who have completed their probationary period and are eligible under the rules of the plan currently in use.
- 28:03** Premium payment arrangements current as of the date of signing of the Collective Agreement will remain in place.
- 28:04** Any changes to these benefit or pension plans will be subject to negotiation between the Employer and the Union.

Article 29 Job Descriptions

- 29:01** Every position in the company has a job description that describes the duties, responsibilities, expectations and qualifications of the person who works in this position.
- 29:02** The job description will also delineate the lines of authority and communication.
- 29:03** Written job descriptions will be provided for each person working for the company.
- 29:04** When the duties of work in any classification are materially changed, or where an employee may be incorrectly classified, or when a position not covered in the Salary Schedule is established during the term of this Agreement, the rate of pay will be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of the job in question, the dispute will be submitted directly to arbitration in accordance with Article 14 herein.
- 29:05** All hours worked by House Managers up to one hundred sixty (160) hours in a four (4) week period will be paid at the House Manager rate according to their placement on the House Manager wage scale. **A House Manager must**

first accept available overtime hours in their house before accepting any available overtime hours in other houses.

Article 30 Personnel Records

- 30:01** All personnel records are to be kept confidential and current in the management office.
- 30:02** Upon written request of an employee, their personnel file will be made available for their full examination. This examination will be made with a PRVSI representative present. The employee may have a Union representative present if desired.
- 30:03** Upon written request, an employee may obtain copies of any documents on their file, at their own expense.

Article 31 Evaluation of Staff

- 31:01** All staff will be the subject of a written performance appraisal to be completed by their supervisor on an annual basis. The supervisor will review the appraisal with the employee who shall then sign the appraisal signifying **they are** aware of the contents. Employees have the right to place their own comments on the form, or to attach them to the form where adequate space is not provided. A copy of the completed document will be given to the employee once all signatures and comments are on it.
- 31:02** Evaluations are confidential and for internal use by management.

Article 32 Safety and Health

- 32:01** PRVSI and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that activities require the combined efforts of all involved.

- 32:02** PRVSI will endeavour to provide its employees with safe working condition, equipment and materials, and will ensure that all reasonable precautions are taken.
- 32:03** The Union will make every effort possible to obtain the cooperation of each member within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 32:04** Every employee will take all reasonable precautions and follow all reasonable safety rules, practices, procedures in order to protect the employees' safety and health and the safety and health of any other persons who may be affected by the worker's acts or omissions.
- 32:05** The parties recognize the importance of establishing Workplace Safety and Health Committees to enhance the ability of employees and managers to resolve health and safety concerns. The parties agree to the establishment of a Committee as per the guidelines of the Manitoba Safety and Health Act and Regulations. The Workplace Safety and Health Committee will meet quarterly as established by the Act. **The Employer agrees to pay the affected committee members as if they had been at work for all committee related activities.**
- 32:06** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor will not require or permit an employee to engage in, carry on, or continue in that workplace under that condition.
- 32:07** (a) Where an employee has reason to believe and does believe that a condition or practice exists which poses a danger to **their** safety or health or to that of any other employee or any other person who may be affected by the employee's actions or performance of the work or practice, the employee shall report same to **their** supervisor.
- (b) The supervisor shall forthwith inspect and/or review the condition or practice with the employee, and discuss with the employee, **their** reasons

for believing the condition or practice to be dangerous. The co-chairs of the workplace safety and health committee may be asked to participate.

- (c) If the employee is unsatisfied with the supervisor's decision, or the supervisor refuses to inspect or review the issue, the employee shall contact the Workplace Safety and Health Branch, Department of Labour, without delay.
- (d) If the employee refuses to work because of the employee's belief that the condition or practice is dangerous to safety or health, the employee must be available to perform other work in the workplace and shall be so assigned.
- (e) Nothing in this Article prevents the employee from doing any work or thing necessary to remedy the dangerous condition or practice, provided the employee is capable and qualified and has received the Employer's authorization to remedy the situation.

32:08 Reports (Incident/Behavioural) must be completed by each staff that has had an incident with a participant. This report can be used to assist with any Workers Compensation Board (WCB) claims(s) where necessary.

Article 33 Continuing Education

- 33:01** (a) PRVSI encourages employees to further their education in job related areas. Courses that are made available through the provincial government or other agencies may be offered to staff, subject to management approval, at no charge. Regular shift hours will be paid, however no overtime costs will be incurred for non-mandatory training.
- (b) The Employer encourages its employees to participate in the Disability and Community Support Certificate Program. Upon successful completion of the program the Employer agrees to reimburse the employee one-half ($\frac{1}{2}$) of the cost of tuition and textbooks. Should the provincial government reinstitute a subsidy to pay for a portion of the cost, then the Employer's share of the program shall be reduced

accordingly. Any reduction in the Employer's contribution will not result in the employee having to pay more than one-half ($\frac{1}{2}$) of the cost of the program as outlined herein.

- (c) Any hours spent in class time shall be considered as credit for training hours in accordance with the current staff training policy, subject to the outcome of the Joint Committee's resolutions flowing from the Letter of Understanding Re: Training.

- 33:02** Any staff participating in any courses for which they wish to be reimbursed must have made arrangements prior to the start of any such course.
- 33:03** If the Employer initiates a job change and educational upgrading is required, PRVSI will pay for the course.
- 33:04** Persons re-certifying First Aid outside working hours will be given the option of receiving pay at their regular rate of pay, (providing that such pay will not result in overtime costs) or allowed to bank time in lieu. PRVSI will pay the cost of Manitoba re-certification.
- 33:05** Staff may be required by the Employer to attend courses, conferences, or seminars. Time spent in attendance at such courses, conferences or seminars (actual class time) shall be considered as time worked. Staff will be paid the equivalent of scheduled shifts missed to attend required conferences, courses, etc.
- 33:06** The Employer agrees to pay for authorized transportation, accommodation and meal expenses.

Article 34 Communication/Board Meetings

- 34:01** Regular meetings of the Board of Directors shall take place on the fourth Wednesday of every month and a list of dates of such meetings shall be posted in all work locations. Minutes of regular meetings of the Board of Directors will be posted for all staff in the administration office. Confidential information may be deleted.

- 34:02** Questions of clarification and comments should be directed to management or board members when management is not available.
- 34:03** Staff can attend board meetings as visitors and enter discussion if requested by the Board. Staff may be asked to leave if there is confidential board business to be discussed.

Article 35 Notice of Retirement and Exit Interviews

- 35:01** All employees who plan to resign or retire will notify management in writing at least two (2) weeks prior to their last day of work.
- 35:02** An employee may, with the approval of management, withdraw the notice of resignation or retirement up to **three (3) working days from the day you bring in the resignation letter in person or emailed the letter of resignation** before the resignation or retirement becomes effective. Withdrawal of notice will not be unreasonably denied.
- 35:03** Notice of withdrawal will be provided to management in writing.
- 35:04** Where the last day of work falls on a day that is a statutory holiday, the employee will be deemed to have worked that day and will be eligible for holiday pay that Friday.
- 35:05** All staff leaving the employment of PRVSI will be given the opportunity to participate in a verbal or written exit interview. This will be held prior to the last day of employment.

Article 36 Jury or Witness Duty

- 36:01** All employees summoned to jury duty or who receive a summons or subpoena to appear as witness in a court proceeding other than a proceeding occasioned by the employee's own affairs will be paid wages equivalent to their earnings for the day as if they had been working. This does not apply if the employee is excused from jury duty and a reasonable amount of time remains to allow them to return back to work, and they fail to return to work.

- 36:02** Fees received from the court are to be turned over to the Employer in return for payment of wages. Any fees exceeding the amount of wages that would have been earned on that day will be retained by the employee.
- 36:03** This Article will apply to part-time employees only on those days that they were scheduled to be at work.

Article 37 Car & Travel Allowance

- 37:01** Effective April 1, 2012 the Employer is in agreement to have mileage and meal allowances reflect the provincially negotiated rates.

Mileage: \$0.41/km

There will be a minimum payment of two dollars (\$2.00) per round trip.

Effective the date of ratification:

Meals:	Breakfast	\$9.00
	Lunch	\$12.00
	Supper	\$18.00

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

- 37:02** Mileage will be paid in accordance with the Department of Highways Distance Guide.
- 37:03** All travel claims must be submitted on an approved expense claim form and signed by the employee and management before expenses will be reimbursed.
- 37:04** Where possible, private vehicles are not to be used for PRVSI business. If it is not possible to use a PRVSI vehicle for work related business then a private vehicle may be used under properly authorized conditions.
- 37:05** It is the vehicle owner's responsibility to ensure that there is adequate and proper insurance for the vehicle and passengers.

Article 38 Driver's License

- 38:01** All staff are responsible to make sure they have the appropriate class license in order to drive PRVSI vehicles.
- 38:02** All staff will provide a copy of their driver's license and a driver's abstract when they commence employment and are to provide an updated license every time it is renewed.
- 38:03** Staff may be asked for an updated abstract of their driver's license anytime during employment. The cost of this abstract will be paid by PRVSI.
- 38:04** Staff are required to immediately report any driving offenses or suspension of their driver's license to management. Documentation of the offence will be provided.
- 38:05** Notwithstanding the above, management may require that an employee maintain a valid driver's license with appropriate class for class of vehicle to be operated in the course of employment. Insofar as a conviction under the Highway Traffic Act may affect an employee's right to hold a valid driver's license, such convictions or records of convictions will be relevant to the employee meeting management's condition that they maintain a valid driver's license.
- 38:06** An employee who has had their driver's license suspended must provide a copy of their license and abstract when the license is reissued. The employee will pay the cost of the abstract.

Article 39 Bulletin Boards

- 39:01** PRVSI agrees to allow the Union the use of space on existing bulletin boards at each work location for the purpose of posting Union information provided such information posted does not contain anything that is adverse to the interests of the Employer.

Article 40 Confidentiality

- 40:01** All employees are responsible to the Employer to uphold professional ethical standards of confidential discretion.
- 40:02** No employee is to disclose personal or confidential information concerning participants, family members or staff, without prior informed consent and explicit authorization of management. All requests for information regarding residents, participants or staff, will be directed to the management.
- 40:03** Where it is deemed appropriate to provide information regarding:
- (a) The resident or participant.
 - (b) The residents care, education, vocation, treatment.
 - (c) Incidents of significance in the residents' history or present situation.
 - (d) Information on the residents past and present relationship with family.
 - (e) Any program, past, present or future plans for the resident.
 - (f) Or any other information regarding the resident's/participant's/family's activities or circumstances.
- Staff will do so only after taking reasonable steps to ensure the complete accuracy of the information provided and the necessity of providing that information to the person(s)/agency receiving the information. All requests for information regarding residents, participants or staff shall be directed to the management.
- 40:04** Staff will limit exchanges of confidential information to appropriate settings such as private offices or closed meeting rooms.
- 40:05** Where it is deemed appropriate to share information the person receiving the information must be informed that the information is confidential and not to be shared with others without prior consent.
- 40:06** PRVSI files are to be maintained in a secure location.

- 40:07** Confidential files should at no time be removed from the program facility.
- 40:08** Exceptions may be permitted when:
- IPP are held;
 - Prior consent from program manager.
- 40:09** When removed, files are to be “signed-out” and “signed-in” in the residents daily log.
- 40:10** Those persons who have access to confidential files without prior consent are:
- Permanent staff and case workers;
 - Community Service Workers;
 - Parents or guardians of residents;
 - Admission/Discharge Committee;
 - Board contact.
- 40:11** Those persons who require prior consent are:
- Volunteers;
 - Friends of residents;
 - Agencies indirectly related to residents care and supervision;
 - PRVSI staff from a different program;
 - Probationary Staff - information will be given on an as needed basis.
- 40:12** Breaches of confidentiality are deemed to be violations of staff terms of employment.

Article 41 Harassment

- 41:01** The Employer and the Union agree that no form of harassment will be condoned in the workplace and it is also agreed that both parties will work together to recognize and deal with these problems when they arise. All

complaints as defined herein and/or in the Employer's Respectful Workplace Policy will be handled pursuant to the Policy, as it may be amended from time to time with mutual consent from the Employer and Union, such consent not to be unreasonably denied. Use of the Policy does not preclude situations involving allegations of any type of harassment being processed as grievances by the victim.

- 41:02** Where the alleged harasser is the person who would normally deal with the first step of these grievances, the grievances will automatically be sent forward to the next step.
- 41:03** No information relating to the grievor's or alleged harasser's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 41:04** Sexual harassment may be defined as sexual comments or behaviour which create an uncomfortable or threatening working environment.
- 41:05** Racial harassment may be defined as differential treatment, or policy, which is based on race, colour, nationality or ethnic origin; or any racial comments or behaviour which create an uncomfortable or threatening working environment.
- 41:06** Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Confidentiality

- 41:07** (a) All complaints, investigations, hearings and information about the case will be treated with utmost confidence, and in an expeditious manner.
- (b) Any breach of confidentiality may be the subject of further grievance and/or be subject to disciplinary proceedings.

41:08 Situations of racial and sexual harassment will be considered as discrimination and will be eligible to be processed as grievances. Situations of personal harassment, while not discrimination, will be eligible to be processed as grievances.

Violence

41:09 The Employer and the Union agree that no form of violence will be condoned in the workplace, and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment will be able to be processed as grievances by the victim.

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

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

41:10 In the event of violence or harassment initiated by individuals receiving service from PRVSI, each situation will be dealt with on an individual basis.

41:11 All employee concern forms must be submitted to the Executive Director within five (5) days of the concern occurring and copied to the Board of Directors and MGEU staff representative. This shall result in, but not be limited to, an interview with the complainant for the purpose of understanding and seeking solutions for the concern. The interview will occur within five (5) days of the concern being received by the Executive Director. An extension to the time lines may be requested by either the Employer or the Union and will not be unreasonably denied by either party. Employees may choose to have a Union representative and/or Board member present. A written summary of the outcome for each concern will be provided to the employee, Board of Directors and the Union.

Article 42 Essential Services

42:01 It is agreed by the parties that in the event of a strike, essential services will be maintained.

An Essential Services MOA has been agreed to and shall be reviewed and addressed prior to each round of negotiation.

Article 43 Safety Footwear

43:01 Where an employee is required to wear approved safety shoes in the course of **their** regular duties, the employee shall be entitled to receive reimbursement for the cost of such safety shoes up to a maximum reimbursement of seventy dollars (\$70.00) per twelve (12) month period.

Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that fiscal year.

43:02 The allowance will be paid under the following conditions:

- (a) The safety footwear purchased must be approved by the Canadian Standards Association; and
- (b) Satisfactory proof of purchase must be provided by the employee to the Employer; and
- (c) The employee will be reimbursed within one (1) calendar week of filing the receipt/claim.

43:03 A new employee hired into a position where safety shoes are required, shall purchase their own safety shoes, and upon successful completion of the probationary period, shall be reimbursed by the Employer in accordance with this Article.

Article 44 Employee Assistance Program

44:01 The cost of the Employee Assistance Program will be on a fifty-fifty (50/50) cost shared basis between the Employer and the employees. The parties hereto agree that alcohol and drug dependencies are illnesses, and that dependencies and personal life crisis issues may adversely affect an employee's work performance. The parties agree to provide assistance to an affected employee, including:

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

44:02 The Employer and the Union agree that all activities undertaken per Article 44:01 will be conducted expeditiously and confidentially.

Article 45 Benefit Accumulation

45:01 The parties agree that hours and benefits accumulated in different programs will be cumulative rather than being treated independently.

Article 46 Shift Premium

46:01 (a) All employees on a shift other than a recognized day shift shall be paid fifty cents (\$0.50) per hour shift premium for all time worked between 4:00 p.m. of one (1) day through to 8:00 a.m. of the next day following.

- (b) All employees working on a shift between 00:01 Saturday through to 08:00 on Monday shall be paid fifty cents (\$0.50) per hour shift premium.

Effective April 1, 2014, all employees working on a shift between 00:01 Saturday through 08:00 on Monday shall be paid one dollar (\$1.00) per hour shift premium.

- 46:02** The shift premium shall not be calculated into overtime, sick leave, vacation or other employee benefits.

Article 47 Property Damage/Personal Property

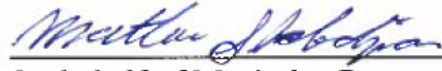
- 47:01** Reasonable compensation when personal belongings are damaged in the course of performing duties to be addressed on a case by case basis.

IN WITNESS WHEREOF A representative of Parkland Residential and Vocational Services Inc. has hereunto set their hand for, and on behalf of, Parkland Residential and Vocational Services 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.

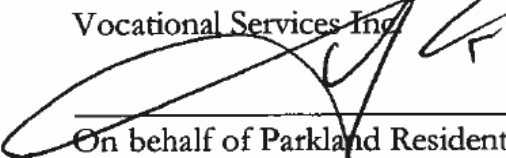
Signed this 6th day of December, 2023.



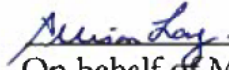
On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Parkland Residential and Vocational Services Inc.

On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Parkland Residential & Vocational Services Incorporated

and

Manitoba Government and General Employees Union

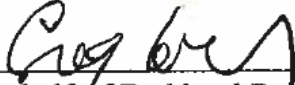
Re: Full-time and Part-time Employees Going to Casual Status

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

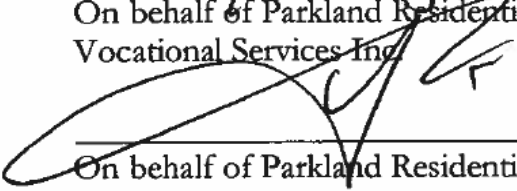
- (a) The Employer, at its sole discretion, will determine whether or not the employee can move to the Casual List, and that decision will be final and binding. Requests to be moved to the Casual List will not be unreasonably denied;
- (b) The Employer will advise the employee of its decision within three (3) days of the request;
- (c) Where the Employer agrees to the employee remaining as a casual employee, the employee shall retain **their** present rate of pay and placement on the salary scale.
- (d) For the purposes of recruitment and selection, the date on which the employee is placed on the casual list becomes **their** new start date.


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

Signed this 6th day of December, 2023.


On behalf of Parkland Residential and Vocational Services Inc.


On behalf of Manitoba Government and General Employees' Union


On behalf of Parkland Residential and Vocational Services Inc.


On behalf of Manitoba Government and General Employees' Union


On behalf of Parkland Residential and Vocational Services Inc.

On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Parkland Residential & Vocational Services Incorporated

and

Manitoba Government and General Employees Union

Re: Support Worker I Reclassification

A Support Worker I employee who has successfully completed their probationary period shall be reclassified to a Support Worker II if **they have**:

- (a) Completed Grade 12 or reasonable equivalent; and
- (b) Successfully completed the Foundations course; and
- (c) Worked 3,120 hours.

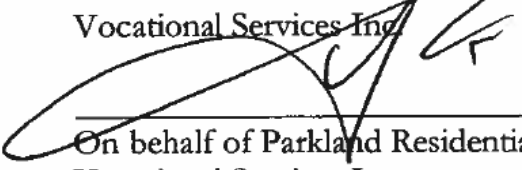
Signed this 6th day of December, 2023.




On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Parkland Residential and Vocational Services Inc.

On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

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and

Manitoba Government and General Employees Union

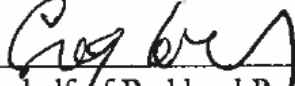
Re: Essential Service

For the purpose of negotiating the PRVSI and MGEU Collective Agreement, this Memorandum of Agreement is in effect in the event a strike or lockout has occurred. The terms and conditions of this MOA shall be revised prior to each round of negotiations.


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

- (a) The following staff will remain on duty:
 - (i) Personal Support as required.
 - (ii) One (1) staff person working in each residence.
- (b) The staff working in each residence will be jointly agreed by the Employer and the Union to work on a rotating basis.
- (c) Staff working will receive full pay, at straight time (1x) rates, and benefits for all hours worked, including sleep time.
- (d) Should any other bargaining unit staff be allowed by management to return to work during a strike, this Article will become null and void and essential services will not be maintained.

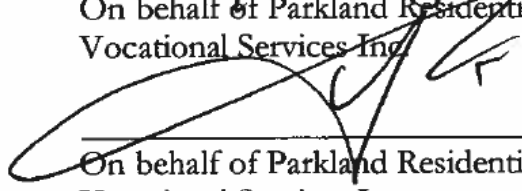
Signed this 6th day of December, 2023.




On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Parkland Residential and Vocational Services Inc.



On behalf of Manitoba Government and General Employees' Union



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Salary Schedule

Effective Date of Ratification

Classification	0 – 1,040	1,041 – 2,080	2,081 – 4,160	4,161 – 6,240	6,241 – 8,320	8,321 – 10,400
	1 -6 mo	6 mo – 1 yr	1 – 2 yrs	2 – 3 yrs	3 – 4 yrs	5 yrs & up
Worker I	18.64	18.99	19.38	19.77	20.15	20.60
Worker II	20.62	20.72	21.14	21.60	22.03	22.53
House Manager	22.34	22.78	23.31	23.81	24.32	24.83
Personal Support	21.14	21.56	22.03	22.53	23.00	23.51

Effective November 2, 2023

Classification	0 – 1,040	1,041 – 2,080	2,081 – 4,160	4,161 – 6,240	6,241 – 8,320	8,321 +
	1 -6 mo	6 mo – 1 yr	1 – 2 yrs	2 – 3 yrs	3 – 4 yrs	5 yrs & up
Worker I	\$19.39	\$19.75	\$20.16	\$20.56	\$20.96	\$21.42
Worker II	\$21.44	\$21.55	\$21.99	\$22.46	\$22.91	\$23.43
House Manager	\$23.23	\$23.69	\$24.24	\$24.76	\$25.29	\$25.82
Personal Support	\$21.99	\$22.42	\$22.91	\$23.43	\$23.92	\$24.45

Any per diem increase given by the government will be applied directly to employee wages.

Signing Bonus \$500 Full Time

\$350 Part Time

Each employee currently employed within an Employers Organization on date of ratification shall be entitled to a one-time lump sum payment of five hundred dollars (\$500.00) for full time employees and three hundred fifty dollars (\$350.00) for part time employees.

All statutory deductions will apply to this payment. The lump sum payment is deemed non-pensionable and is not subject to benefit deductions.

Employees on a leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.

Employers will endeavor to provide the lump sum payment within thirty (30) days of ratification.