

COLLECTIVE AGREEMENT

BETWEEN:



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1684**

- AND -

SOUTHWEST COMMUNITY OPTIONS INC.

TERM OF AGREEMENT:

SEPTEMBER 1, 2023 TO AUGUST 31, 2027

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PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the Employer, its employees and the Union, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this agreement, realizing that the first consideration is the welfare of the residents/participants of the agency.

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

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

ARTICLE 1 – SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board in Certificate No. MLB-5907.

102 Work of Bargaining Unit

Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit. This clause will not prevent the direction, instruction or training of bargaining unit members, the assessment of the residential situation; the assistance of volunteers not displacing bargaining unit members or emergency aid when safety of *resident/participant* or employee is affected.

103 The term “Employer” shall mean Southwest Community Options Inc.

104 The term “Union” shall mean the Canadian Union of Public Employees, Local 1684.

ARTICLE 2 – DURATION

201 (a) This Agreement shall be in effect from September 1, **2023**, and shall remain in force until the expiry date of August 31, **2027**.

(b) Should the parties fail to conclude a new contract prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.

- (c) The Union agrees to give the Employer at least two (2) weeks (14 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (14 days) written notice as to the intended time and date of lockout.
- (e) It is agreed by the parties that in the event of a strike, essential services will be maintained. An essential services agreement signed by the Union and the Employer will be attached to this Agreement.

202 This Agreement shall be in effect from the date of ratification and shall remain in force until the expiry date of August 31, 2027, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement and to negotiate a revision thereof.

203 This Agreement may be amended during its term by mutual agreement.

204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

205 The retroactive wage increase shall be made payable within forty-five (45) days of the date of ratification. Retroactive wage increases will be paid to employees who are in the employ of the Employer on the date of ratification.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- (a) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff and recall employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;
- (b) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and services; whether to make or buy goods and services; the schedules of work and of service; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the

number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting times;

- (c) the right to maintain order, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;

and generally the right to manage the business affairs of the Employer shall be the right of the Employer.

The exercise of the foregoing management's rights shall not alter the specific provisions of this Agreement.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

302 Subcontracting

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care/social services agency or health care/social services-related agency, or
- (b) transfer or combine any of its operations or functions with another health care/social services agency or health care/social services-related agency, or
- (c) take over any of the operations or functions of another health care/social services agency.

303 If the Employer intends to subcontract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes. The Employer will make every reasonable effort to find suitable alternative employment with the agency for those employees so displaced.

304 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement, in accordance with Section 72 (1) of *The Labour Relations Act* of Manitoba.

ARTICLE 4 – UNION DUES - SECURITY

401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the

proviso that such an assessment shall be limited to one (1) per calendar year.

- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 404 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 – UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives on an annual basis or as changes occur.
- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 503 The Union will provide the Employer with a minimum of two (2) weeks written notice of the names of employees selected for the Bargaining Committee in order to give the Employer adequate time to provide coverage. The Employer agrees to allow time off without pay for up to three (3) employees for the purposes of collective bargaining. The Employer agrees to pay the employees attending as if they were at work and to bill the Union for the reimbursement cost of wages and benefits. The Union agrees to reimburse the Employer.
- 504 The Union will provide the Employer with a minimum of two (2) weeks written notice of Union Leave for work of the bargaining unit, attendance at schools, conventions, or union training. The Employer agrees to allow time off without pay attending as if they were at work and to bill the Union for the reimbursement cost of wages and benefits. The Union agrees to reimburse the Employer.**

- 505 Representatives of the Union who are not employees of the Employer shall, with prior approval of the Employer, have access to the Employer's premises at a time mutually agreed upon in order to deal with any matters arising out of this Collective Agreement.
- 506 The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the Employer's regular orientation program in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period. A minimum of twenty-four (24) hours' notice shall be given to the Union representative.
- 507 All correspondence between the parties, arising out of this Agreement, shall be directed to the Union Representative or designate and copied to the Secretary of the Union, as identified to the Employer in writing.

ARTICLE 6 – DISCRIMINATION AND HARASSMENT

- 601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 602 The parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
 - ethnic background or origin
 - age
 - nationality or national origin
 - political belief, association or activity
 - religion or creed
 - **gender identity**
 - pregnancy
 - marital status or family status
 - sexual orientation
 - physical or mental disability
 - place of residence
 - membership or non-membership or activity in the union.
- 603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.

604 The definition of harassment shall consist of the definition contained in *The Human Rights Code* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

ARTICLE 7 – DEFINITIONS

701 An employee is a person employed by the Employer and covered by this Agreement.

702 Regular employment status shall be defined as:

- (a) A “full-time” employee is one who is normally scheduled to work seventy-five (75) to eighty (80) hours in a biweekly period.
- (b) A “part-time” employee is one who is regularly scheduled to work **no less than thirty (30) hours and a maximum of seventy-four (74) hours** in a biweekly period.

703 (a) A “term position” shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12. All permanent employees within the agency may apply for the term position. Additional postings shall not be required for the position of the employee who may be awarded the term position. Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 2710. Upon completion of the term position, the employee shall return to their former position. In the event that the employee’s former position is no longer current, the employee shall have the right to exercise their seniority to displace any employee who has less seniority, provided she has the qualifications and ability to perform the required duties.

Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Article 2710 and 2003 shall apply, wherever possible.

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

Where the Employer deems a term position to be of an indefinite length, the term position shall be posted as such. Employees returning from this leave will provide the Employer with a minimum of seventy-two (72) hours’ notice of the

date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

- (b) A "temporary employee" is one who is newly hired 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 one (1) year. This period may be extended **upon mutual agreement between the Employer and the Union.**

No employee shall be laid off or re-employed for the purpose of extending the period of temporary employment. Should a temporary employee become permanent without a break in service, their service will be connected for seniority purposes.

A temporary employee shall accrue seniority as does a permanent employee in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record with the Employer. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.

A temporary employee shall not be eligible for transfer during their probationary period.

If a temporary employee is promoted or transferred to a permanent position, they will serve the usual probationary period in the permanent position.

If a permanent employee retires is awarded a temporary position following the HEPP waiting period, they shall not lose seniority if drawing their pension.

A temporary employee shall have no seniority rights in matter of demotion, layoff and recall.

- 704 All employees must serve a probationary period of one thousand (1,000) hours from his/her date of hire. A new employee shall upon completion of his/her probationary period have his/her seniority back dated to his/her latest date of hire.

Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement.

The Employer may extend the probationary period of any probationary employee with the consent of the Union, providing such extension is continuous with the original probationary period to a maximum of twelve (12) months.

705 The term "casual employee" shall mean an employee who is not full-time, part-time or term and who is not normally scheduled to work but who may be called in to work to provide coverage as required. The terms of this agreement shall not apply to casual employees except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period. Casual employees with five (5) or more years of service shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 1602.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.
- (e) Casual employees shall be entitled to increments for continuous service to the Employer in accordance with Article 2707.
- (f) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (g) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.
- (j) Article 10 and 11 herein apply only with respect to the terms of this article.
- (k) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is not awarded to a permanent employee in accordance with Article 1202, the position shall be awarded to the most senior casual applicant within the agency subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a

permanent employee.

- (l) A full-time or part-time employee who resigns and who is immediately rehired (within thirty [30] calendar days from the date of their resignation) as a casual employee shall be paid at the same increment step as they received in their former position.

706 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 8 – GENERAL

801 Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Executive Director or designate for approval before posting. The Employer will provide approval within forty-eight (48) hours of receipt of the Union notice and the internal mail system will be used to deliver the approved notices to the individual sites.

802 Cash Shortages

An employee handling cash shall not be responsible for shortages except in the case of their conviction for theft of such cash. The Employer and the Union agree to work together to address and correct situations of suspected abuse of funds or theft.

803 The Employer shall cover the cost of training programs as directed by the Employer and as identified herein as follows:

- Emergency First Aid;
- Foundations in Developmental Services;
- Medication Administration Training;
- Non-violent Crisis Intervention or Mandt Training;
- VPA Agency Guide;
- Refresher courses on the above.

All employees will be compensated hour for hour in accordance with Articles 18 and 19 for all time spent in these courses.

At no time will an employee receive less pay than what they would have earned had they worked their regular scheduled hours.

Day service employees shall not receive overtime rates for attending at an eight (8) hour training program as outlined herein.

ARTICLE 9 – EMPLOYEE BENEFITS

901 Dental Plan

The parties agree that during the life of this Agreement, the HEBP sponsored Dental Plan will be cost-shared on a 50/50 basis.

902 Disability and Rehabilitation Plan

The Disability and Rehabilitation Plan is designed to replace a portion of the employee's income if he/she is unable to work due to Total Disability as defined by the Plan. The Plan shall continue to be implemented for all eligible employees.

The premiums of the Plan shall be **one point one percent (1.1%)** of base salary for employees and the Employer agrees to match the **one point one percent (1.1%)** percent employee contribution to fund the Disability and Rehabilitation Plan. Premium rates are determined by the HEBP Board of Trustees and are subject to change.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period of one hundred and nineteen (119) days has been exhausted, the employee may commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

The elimination period for the Long Term Disability Plan is one hundred and nineteen (119) calendar days.

- 903 (a) The parties agree to participate in the Healthcare Employees Pension Plan - Manitoba ("HEPP") in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine available options. The contribution rate may only be amended by the process outlined in the Pension Plan text.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 1001 A grievance shall be defined as a dispute arising out of interpretation, application, or alleged violation of the agreement.

- 1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 1003 Local Union Representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off without pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.
- 1004 Discussion Stage
- Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with their immediate supervisor, who is outside the bargaining unit.
- 1005 Step 1
- If the grievance is submitted but not resolved within the foregoing time period, the grievor and shop steward may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance.
- 1006 Step 2
- Failing settlement of the grievance at Step 1, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Executive Director or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.
- 1007 An employee claiming to have been discharged without just cause may submit the grievance at Step 2 of the grievance procedure.
- 1008 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Executive Director or designate.
- 1009 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 1010 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 – ARBITRATION PROCEDURE

1101 Within fourteen (14) calendar days after receiving the Executive Director's reply or failing a satisfactory settlement through mediation, either party may refer the dispute to arbitration by giving notice to the other party in writing.

1102 Upon referral to arbitration the parties shall appoint a sole arbitrator upon mutual agreement. Should the parties be unable to agree upon a sole arbitrator the Minister of Labour shall be requested to appoint an arbitrator.

1103 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

1104 The sole arbitrator shall determine his/her own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.

1105 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.

1106 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the single arbitrator either party may apply to the arbitrator to reconvene. Within five (5) calendar days the arbitrator shall reconvene to clarify the decision.

1107 Expenses of the Arbitrator

Each party shall pay one-half (½) the fees and expenses of the sole arbitrator.

1108 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1109 Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 12 – SENIORITY

- 1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions:
- 1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.
- 1203 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:
- (a) paid leave of absence;
 - (b) paid income protection.
- 1204 Seniority will terminate if an employee:
- (a) resigns;
 - (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
 - (d) is laid off for more than twelve (12) months;
 - (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
 - (f) is promoted or transferred out of the bargaining unit and has completed the trial period of **three (3) months** in the new position.
- 1205 Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence;
 - (b) is on any period of paid income protection;
 - (c) is on any period of paid vacation;

- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to twelve (12) consecutive months;
- (g) is on an approved parental or adoption leave.
- (h) **is awarded a temporary position within SWCO.**

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than twelve (12) months;
- (d) is on the trial period **of three (3) months** of an out-of-scope position **within Southwest Community Options Inc.**

1207 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing.

ARTICLE 13 – INCOME PROTECTION

1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board ("WCB") or by the Manitoba Public Insurance Corporation (MPIC) shall be entitled to their regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.

- (a) In the case of medical, dental, physiotherapist or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits, with the proviso that if the employee chooses a doctor, dentist or chiropractor outside of their community, the employee will be granted necessary time off without pay.

- (b) Should it be necessary for an employee to attend a doctor, dentist, physiotherapist or chiropractor outside of their community by reason of non-availability of service in their community the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.
- (c) The elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

1302 (a) An employee who is unable to report for work due to illness shall inform their Supervisor or designate prior to the commencement of their next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift	Two (2) hours' notice
Prior to evening shift	Three (3) hours' notice
Prior to night shift	Three (3) hours' notice
Awake night shift	Six (6) hours' notice

Reasonable notice for prescheduled medical, dental or chiropractic examination or treatment will be at least forty-eight (48) hours. An employee **or an employee's immediate family** undergoing elective surgery must give at least seven (7) days notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

- (b) An employee returning to work following an absence of one (1) week or more must speak with the Employer by noon of the preceding day to inform the Employer that they are able to return. The Employer reserves the right to have the employee provide written confirmation from their attending physician of their fitness to perform the duties of their position prior to their being returned to work.
- (c) It shall be the employee's responsibility to advise the Employer as to the status of their leave.

1303 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month to a maximum of one hundred and twenty (120) days.

1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.

- 1305 Income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 1308 (a) If an employee is to be absent for illness for a period exceeding their income protection, including Employment Insurance ("EI") credits, she must request, or cause someone on their behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of their last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is accepted for benefits under the Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1309 Upon written request, the Employer shall provide the employee, in writing, of the amount of their accrued income protection within three (3) days of the request.

1310 Income Protection and Workers' Compensation

An employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the WCB. Workers' Compensation payment will be paid directly to the employee by WCB.

The Agency shall notify Workers' Compensation of salary adjustments at the time they occur.

1311 Work Assessment

Where the WCB recommends a work assessment period or a modified return to work period, the Agency upon official written request will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

- 1312 An employee may apply to utilize up to five (5) days of income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, partner, child, or parent.

ARTICLE 14 – VACANCIES, PROMOTIONS, TRANSFERS AND TRAINING

- 1401 All vacant positions which fall within the scope of this agreement shall be posted for at least seven (7) calendar days, with a copy forwarded to the Union. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
- 1402 (a) All promotions and voluntary transfers are subject to a two (2) month trial period in the case of a full-time position and a three (3) month trial period in the case of a part-time position. Employees accepting promotions to supervisory positions will be subject to **six (6) month trial periods.**
- (b) Conditional upon satisfactory performance, they shall be declared permanent after the trial period **of six (6) months.**
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if they wish to revert voluntarily to their former position, they shall be returned to their former position without loss of seniority. The Employer reserves the right to extend the trial period by up to an additional two (2) or three (3) months as the case may be, in circumstances where it remains uncertain whether the employee will succeed in the position or where there have been periods of absence during the trial period **upon mutual agreement with the Union.**
- 1403 When an employee is promoted, their new and future salary will be the rate of their new job title which is next higher to their rate on their former job title.
- 1404 If an employee voluntarily transfers to a lower or equally paid classification, they shall be paid at the same increment step in the new classification as they were at the old classification.
- 1405 If an employee, who through advancing years or disablement is unable to perform their regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which they are capable. They would be paid at the same increment step in the new job as they were in their previous job.
- 1406 Employees shall not be eligible to apply for transfers during their probationary period.
- 1407 Employees shall be encouraged to improve their abilities by participation in available training programs.

- 1408 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to their employment at the Agency.
- 1409 If an employee takes a course outside of working hours, and if before the employee takes the course, the Executive Director or designate confirms in writing to the employee that the course is relevant to their employment and consistent with the criteria set out in the Employer's Professional Development and Training Policy, the Employer will reimburse the employee for fifty percent (50%) of the tuition fee to a limit of one hundred and twenty-five dollars (\$125.00) upon successful completion of the course. Proof of successful completion will be required.
- 1410 When a position becomes vacant and the Employer chooses not to fill the vacancy, the Employer will notify the Union.

ARTICLE 15 – ANNUAL VACATION

- 1501 The vacation year shall be from the 1st day of June in the one year to the 31st day of May the next year.
- 1502 Vacation is to be taken in the vacation year following the year in which it was earned. A full-time employee who has completed less than one (1) year's continuous employment as of cutoff date indicated in Article 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may request to receive sufficient leave of absence without pay to complete any partial week of vacation, such request will not be unreasonably denied by the Employer.
- 1503 Annual **paid** vacation shall be earned at the rate of:
- (a) fifteen (15) working days **upon completion of the first (1st) year of employment;**
 - (b) twenty (20) working days **upon completion of the fifth (5th) year of employment;**
 - (c) twenty-five (25) working days per year **upon completion of the tenth (10th) year of employment;**
 - (d) thirty (30) working days per year **upon completion of the twentieth (20th) year of employment.**

No vacation shall be earned during any period of leave of absence.

- 1504 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
- 1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:
- (a) fifteen (15) days per year – 6% of basic pay;
 - (b) twenty (20) days per year – 8% of basic pay;
 - (c) twenty-five (25) days per year – 10% of basic pay;
 - (d) thirty (30) days per year – 12% of basic pay.
- 1506 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cutoff date as per Article 1501. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 1507 The Employer will post an approved vacation schedule within fifty-one (51) calendar days of the projected vacation entitlement list having been posted. The Employer will give due consideration to employee preference and individual circumstances, including seniority, based on operational requirements, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 1508 Whenever reasonably possible, an employee shall be entitled to receive their vacation in an unbroken period in a lump sum up to a maximum of forty-five (45) calendar days with approval from the Executive Director or designate.
- 1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Executive Director or designate.
- 1510 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Executive Director or designate for approval.
- 1511 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Executive Director or designate as soon as possible. In such circumstances the employee may utilize income protection

credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

- 1512 In the event an employee's vacation is interrupted by a death in the family, Article 1709 applies and the balance of the employee's vacation will be rescheduled at a time mutually acceptable to the Employee and the **Executive Director or designate**, or at the discretion of the employee, subject to operational requirements, continue immediately after the bereavement leave as contemplated by Article 1709.

ARTICLE 16 – GENERAL HOLIDAYS

- 1601 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1)	Louis Riel Day
Good Friday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	
National Day for Truth and Reconciliation	

and any other day proclaimed as a holiday by Federal or Provincial authorities.

In addition to the general holidays referred to above, all full-time employees shall be entitled to take one (1) floating holiday per calendar year. Said floating holiday shall be taken at a time during the calendar year that is mutually agreeable between the employee and the Employer.

- 1602 (a) An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) their basic rate of pay.
- (b) Employees required to work in excess of eight (8) hours on a general holiday shall be paid at two (2 x) times their rate of pay for those hours in excess of eight (8).
- 1603 Subject to Article 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday an additional day's pay at the basic rate shall be granted in lieu.
- 1604 If a general holiday falls on the regular day off of an employee or during their annual vacation, they shall be granted an alternate day off with basic pay at the mutual

convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

- 1605 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 1606 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- 1607 Full-time employees shall be allowed to bank alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive their regular rate of pay for all days banked.
- 1608 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 17 – LEAVE OF ABSENCE

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1702 An employee who is granted a leave of absence will be returned to their former position or a comparable position if their former position no longer exists and will be returned at their former increment step.
- 1703 An employee not reinstated in their former classification on return from leave of absence under 1702 will receive preferential consideration for the first suitable available vacancy which is at the level of their former position.
- 1704 Parenting Leave

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

1705 Parental Leave – Maternity

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

- (a) An employee must have completed at least seven (7) consecutive months of employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) Whenever possible a written request shall be submitted by an employee not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by EI.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two (52) weeks.

- (e) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

1706 Parental Leave – Paternity

An employee shall receive parental leave of thirty-seven (37) weeks, subject to the following conditions:

- (a) He become the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed at least seven (7) consecutive months of employment as of the date of the intended leave.

- (c) He submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

1707 Parental Leave – Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed at least seven (7) months employment as of the date of the intended leave.
- (d) Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1708 An employee wishing to return to work after maternity and/or parental leave shall notify the Employer in writing at least four (4) weeks in advance of their return. On return from maternity and/or parental leave, the employee shall be placed in their former classification at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in Article 1702(c) and Article 1703 above will apply.

1709 Bereavement Leave

- (a) An employee shall be entitled to paid bereavement leave for four (4) days immediately following the death of a member of their immediate family.
- (b) Immediate family is defined as parent, spouse (including common-law spouse or partner), child, sibling, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or fiancé.
- (c) An employee shall be entitled to paid bereavement leave of up to two (2) days, when necessary in the event of the death of the employee's aunt, uncle,

guardian or former guardian.

- (d) In the application of the paid bereavement days referred to in (a) and (c) above, it is understood that one (1) of the days referred to shall be the day of the funeral.

1710 Mourners Leave

One-half (½) day leave shall be granted **with using income protection** to attend a funeral as a pallbearer. For a funeral held outside of a seventy-five (75) kilometre radius of Ninette, an additional one-half (½) day shall be granted.

Additional leave may be granted upon application to the Employer.

- 1711 An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at their basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.
- 1712 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.
- 1713 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.

1714 Union Leave

Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

- 1715 An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to one (1) year. Such leave may be renewed annually, by mutual consent of the Union and the Employer. Seniority and benefits will not accrue during this period, but shall be retained.
- 1716 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and with seniority being retained but not accrued for the term of the leave. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during their term of office.

1717 Where the Employer has requested that an employee upgrades their employment qualifications, the employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write such examinations.

ARTICLE 18 – HOURS OF WORK

- 1801 (a) The standard hours of work for full-time employees shall be not less than seventy-five (75) hours biweekly.
- (b) (i) Residential employee's regular hours shall be **no less than six point seven five (6.75) hours, up to eight (8) hours per day/eighty (80) hours biweekly;**
- (ii) Day program employee's regular hours shall be seven point five (7.5) hours, **up to eight (8) hours per day/seventy-five (75) hours to eighty (80) hours biweekly.**
- (iii) **House Supervisor regular hours of work may be flexed to accommodate agency requirement eighty (80) hours bi-weekly.**

(c) **Sleeping Night Shifts**

Employees working "Night Sleep Overs" will be paid seventy-one percent (71%) at their regular rate for hours present (i.e. eleven point two five [11.25] hours present = eight [8] hours at the employee's regular rate of pay). Where employees are required to stay awake with residents, then hours awake in addition to eight (8) hours will be paid at the applicable overtime rate.

(d) **Wake Night Shifts**

Employees working "Wake Night Shifts" will be paid eight (8) hours at the employee's regular rate of pay.

1802 In the event that operational requirements dictate that the hours of work as noted above need to be amended, then the Employer agrees to provide **twenty-one (21)** calendar days notice of such change. Should the Union wish to meet with a view to proposing any alternatives to be considered, the Employer agrees to meet within the **twenty-one (21)** day notice period. Such notice periods may be shortened with the agreement of the Union and the affected employee.

1803 No employee shall work more than six (6) consecutive days (less if reasonably practical) except by mutual agreement between the employee and the Employer.

1804 Days off shall be consecutive wherever reasonably practical.

- 1805 An employee who reports to work as scheduled and who has not been notified in advance of the cancellation of work, and who finds no work available, shall be paid for their scheduled time up to three (3) hours. Notice shall mean a telephone call to the employee at the employee's preferred phone number provided by the employee to the Employer.
- 1806 Unless otherwise mutually agreed, an employee shall be granted a minimum of every second weekend off, whenever possible.
- 1807 A full-time employee required to report back to work outside their regular working hours shall be paid a minimum of three (3) hours at the applicable rate of pay. Employees required to attend meetings or courses shall be paid a minimum of three (3) hours pay and all such time to be considered as time worked.
- 1808 There shall be no scheduled split shifts unless by mutual agreement between the Employer and the Union.
- 1809 Cluster Shifts

In the event an employee agrees to work continuously for a period of time for a shift classified as a "cluster shift", the pay structure will be as follows:

- | | |
|-------|---|
| Day 1 | 9:00 a.m. to 5:00 p.m. = 8 hours regular rate |
| | 5:01 p.m. to 9:45 p.m. = 4.45 hours at overtime rates |
| | 9:46 p.m. to 9:00 a.m. = 8 hours at overtime rates |
| Day 2 | 9:00 a.m. to 5:00 p.m. = 8 hours regular rate |
| | 5:01 p.m. to 9:45 p.m. = 4.45 hours at overtime rates |
| | 9:46 p.m. to 9:00 a.m. = 8 hours at overtime rates |

The above pay structure applies for as long as mutually agreeable between the Employer and the employee. No employee will be required to work a cluster shift.

ARTICLE 19 – OVERTIME

- 1901 All overtime must be approved in advance by the Executive Director or designate.
- 1902 Overtime will be compensated for all authorized hours worked in excess of eight (8) hours in one (1) day or eighty (80) hours biweekly. **House Supervisors are eligible for overtime after eighty (80) hours biweekly.**
- 1903 Overtime will be compensated by paying the employee one and one-half times (1½ x) the employee's regular hourly rate of pay for all overtime hours worked.

1904 Banking Overtime

Both full time and part time employees shall be entitled at their option, in lieu of pay, to accumulate overtime eighty (80) hours during a fiscal year and such time to be taken at a time mutually agreeable to the employee and Supervisor. All accumulated overtime must be utilized by March 31st in the year in which it has been accumulated.

1905 An employee shall not be required to take time off their regular hours in lieu of any overtime worked.

ARTICLE 20 – SALARIES AND INCREMENTS

2001 Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement.

2002 Employees shall be paid every two (2) weeks.

2003 Employees will be granted salary increments following the completion of 2,080 hours of service (1 year = 2,080).

2004 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, they shall be paid the higher of sixty-five cents (65¢) per hour. The maximum time for temporary assignment of duty is to be three (3) months after which the position must be posted.

2005 House Supervisor On-Call Compensation

- (a) **On-call is to be shared throughout the year between the Program Manager and House Supervisor.**
- (b) **The on-call stipend is twenty-five dollars (\$25.00) per week (Monday to Friday) and fifty dollars (\$50.00) per weekend and holidays.**
- (c) **All day time calls will be troubleshooted from the office by the Program Manager.**
- (d) **On-call starts at 4:30 p.m. Monday to Friday, all day on weekends and statutory holidays and ends at 8:00 a.m. the next day or next business day as the case may be.**
- (e) **The on-call persons are responsible for troubleshooting emergent**

matters in the residences and respond to call-outs when necessary (i.e. hospital/emergency/fire etc.)

- (f) In every case the on-call attending a residence is a LAST RESORT and reasonable efforts should be made to deal with issues and using the staff in the residence.**
- (g) All on-call in person call-outs will be PAID OUT at the overtime rate for the person who is on-call based on their usual classification. (These hours must go on a timesheet at the location applicable to home members.)**
- (h) Only one on-call designated staff may be on vacation at one time but exceptions may be made for single days.**

ARTICLE 21 – LAYOFF AND RECALL

2101 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

2102 In the event of a layoff, employees other than probationary or temporary employees shall receive two (2) weeks' notice or pay in lieu of such notice.

2103 When reducing staff, seniority shall apply as outlined in Article 1202.

2104 In the event of layoff employees shall be laid off in reverse order. Employees shall be entitled to exercise their Agency-wide seniority to bump into any classification within the scope of this agreement with the same or lower salary range, in accordance with Article 1202 or the employee may choose to accept layoff. Any employee thus displaced shall have the same rights.

2105 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

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

2106 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:

- (a) an employee who is awarded a term position which is of a lesser EFT than what she occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional shifts in accordance with Article 2710, providing that this will not result in their working in excess of their regular EFT commitment;
- (b) at the expiry of the term position, the employee will return to the recall list;
- (c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2107 Laid off employee shall be recalled in seniority order to vacancies in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with their current address, and further, must inform the Employer of any address changes.

2108 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

2109 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in Article 2108, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a twelve (12) month period has elapsed since the initial date of layoff.

2110 Laid off employees shall be entitled to apply for job vacancies.

2111 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower EFT than she held prior to layoff, shall not terminate for failure to report for duty in that instance.

ARTICLE 22 – TRANSPORTATION ALLOWANCE

- 2201 Employees who are required by the Employer to use their vehicle for job-related duties will be compensated. The rate of compensation will be based on the per kilometre Provincial Government rate.
- 2202 An employee required by the Employer to travel to a work location other than the location to which they normally report shall be paid a mileage allowance.
- 2203 Employees who are required by the Employer to use their vehicle for job-related duties will maintain all purpose insurance with a minimum liability of \$2 million dollars, and the employee shall provide proof of such insurance upon the Employer's request.

ARTICLE 23 – TERMINATIONS

- 2301 An employee may terminate their employment by giving two (2) weeks written notice.
- 2302 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for just cause to justify lesser or no notice.
- 2303 The Employer shall give equivalent basic pay in lieu of notice or deduct from an employee's **termination** pay an amount equal to their basic pay for the period which she gives inadequate notice of termination.
- 2304 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 24 – DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2401 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

2402 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.

2403 (a) If the action referred to in Article 2402 results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

(b) It is agreed that the record of disciplinary action placed against an employee shall be removed from the personnel file and not used against them after two (2) years from the date of issue providing there has been no discipline for related incidents within the two (2) year period.

2404 Upon written request of an employee their personnel file may be examined by them, in the presence of a management representative of the Employer, at a prearranged time, provided that no part thereof is removed from the file.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his/her personnel record at their cost.

2405 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 25 – COMMITTEES

2501 Labour-Management Committee

The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of their Agency.

2502 The Committee shall be composed of equal representation from the Employer and the local union with the total committee representation not to exceed eight (8) members. The local union committee may at any time have a representative from the Canadian Union of Public Employees and the Employer may have its consultants also in attendance.

2503 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

2504 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2505 Workplace Safety and Health Committee

- (a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health with the Agency. Union representation on the committee shall not exceed three (3) members who shall be appointed by the Union. The Employer's representative(s) shall not exceed three (3) members.
- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba;
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
 - (i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - (ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
 - (iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - (iv) cooperation with the occupational health service, if such a service has been established by the Employer;
 - (v) cooperation with a safety and health officer who is exercising his duties under *The Workplace Safety and Health Act*;

- (vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - (vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
 - (viii) such other duties as may be specified in *The Workplace Safety and Health Act* regulations.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.
 - (e) Unresolved issues shall be referred to the Executive Director or designate and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

2506 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor, **who shall notify the Executive Director or designate. The Executive Director or designate shall follow up with the affected employee(s) whereas every reasonable effort will be made to rectify these situations to the mutual satisfaction of all parties.**

ARTICLE 26 – CHANGES IN CLASSIFICATION

- 2601 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 2602 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2603 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

- 2604 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 2605 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2606 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 27 – SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

2701 Income Protection in Case of Illness

Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula:

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

- 2702 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

2703 Annual Vacations

Part-time employees shall earn vacation on a pro rata basis in accordance with this formula:

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

- 2704 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

2705 General Holidays

Part-time employees will be paid four point two-three-one percent (4.231%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay cheque.

2706 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 18.

2707 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.

2708 Bereavement Leave

- (a) A part-time employee shall be entitled to paid bereavement leave on any regularly scheduled working day that occurs during the four (4) days immediately following the death of a member of their immediate family.
- (b) Immediate family is defined as parent, spouse, (including common-law spouse or partner), child, sibling, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or fiancé.
- (c) An employee shall be entitled to paid bereavement leave of up to two (2) days, when necessary in the event of the death of the employee's aunt, uncle, guardian or former guardian.
- (d) In the application of the paid bereavement days referred to in (a) and (c) above, it is understood that one (1) of the days referred to shall be the day of the funeral.

2709 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

- 2710 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer.

- (b) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
 - (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
 - (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
 - (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay.
 - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional casual shifts.

ARTICLE 28 – SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one position may occur within the site(s) of the Employer.

2801 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one (1) position, the successful applicant will have the option of assuming the position applied for and relinquishing their former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.

2802 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

2803 Where the sum of the positions occupied equals one (1) EFT, the status of the employee will be converted to full-time, based on the total of all active positions occupied, unless otherwise specified in this Article. When a vacancy occurs in the circumstances listed above, the positions will be posted as the original EFT.

2804 All salary and benefit plans shall be applied on the basis of all regular hours worked.

- 2805 Seniority, vacation and income protection shall be accrued on the basis of regular hours worked.
- 2806 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.
- 2807 Employees taking on an additional position will be subject to a three (3) month trial in accordance with Article 1402.
- 2808 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied.
- 2809 Where an approved arrangement is later found to be unworkable by the employee, she shall be required to give two (2) weeks' written notice, exclusive of vacation, that she wishes to relinquish one of the positions held.

ARTICLE 29 – SPECIAL PROVISIONS RE: CASUAL EMPLOYEES

- 2901 (a) A casual employee shall be paid five percent (5%) of the employee's total wages, excluding overtime in the four (4) week period immediately before a general holiday.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 1602.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.
- (e) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (g) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.

- (h) Where a vacancy is not awarded to a permanent employee, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to permanent employment.
- (i) Articles 10 and 11 herein apply only with respect to the terms of this article.
- (j) A casual employee who refuses to report to work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, will henceforth be offered additional hours at the sole discretion of the Employer.
- (k) An employee who becomes a casual employee shall continue to be paid at the increment step they were paid prior to becoming a casual employee.

ARTICLE 30 – GENERAL

3001 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to ensure the employee will receive appropriate compensation for same in accordance with the Agency's policy.

ARTICLE 31 – COMPASSIONATE CARE LEAVE

3101 Compassionate care leave shall be provided in accordance with *The Employment Standards Code* of Manitoba, as it may be amended from time to time. Seniority shall accrue during any period of leave under this Article.

ARTICLE 32 – RESIGNATIONS

3201 An employee wishing to resign will provide the Employer with a written notice of resignation which will specify the last date upon which the employee will be present at work and perform their regular duties.

3202 An employee will give notice of resignation in accordance with *The Manitoba Employment Standards Code*.

ARTICLE 33 – DOMESTIC VIOLENCE LEAVE / INTERPERSONAL LEAVE

3301 The Employer shall provide **interpersonal** leave in accordance with the terms of *The Employment Standards Code*.

ARTICLE 34 – UNDERPAYMENTS/OVERPAYMENTS

3401 The Employer will only make deductions from wages as authorized by statute, court order, arbitration award, this Agreement, by the Union, or as required to pay for benefits, or to correct an overpayment to the employee made in error.

3402 Where an error is discovered, the Employer shall give prompt notice to the Union and the affected employee and provide a breakdown of the error and a proposed repayment plan as soon as practicable.

3403 The Employer and the Union shall discuss a repayment plan that would allow the repayment to be spread over a period not exceeding twenty-four (24) months except in exceptional circumstances, where the parties may agree to a longer repayment period.

3404 Where an error has been made in good faith or is an error outside of the Employer's control, the Employer shall be entitled to recover any overpayment/underpayment made for a period of time that extends back farther than twenty-four (24) months from the date of discovery.

SIGNED this 9th day of November, 2023.

**ON BEHALF OF THE EMPLOYER:
SOUTHWEST COMMUNITY
OPTIONS INC.**

B. Beare
[Signature]
[Signature]

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1684**

Sharon Bume
Carolyn Ramage

AMc:pnf
cope49*
27 OCT 2023

**SOUTHWEST COMMUNITY OPTIONS INC.
SCHEDULE A**

To commence September 1, 2023:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
DSW	\$16.70	\$17.20	\$17.71	\$18.24	\$18.79	\$19.36
HS/DS Sup	\$18.68	\$19.24	\$19.82	\$20.42	\$21.03	\$21.66

This provides an initial eight percent (8%) increase on starting wage and a three percent (3%) increase between each step.

The above would commence September 1, 2023.

Contract September 1, 2023, to August 31, 2027:

September 1, 2024	2.00%
September 1, 2025	2.00%
September 1, 2026	2.00%

There is an additional six percent (6%) increase for a total of fourteen percent (14%) for duration of the contract.

AMc:pnf
cope
27 Oct 2023

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1684

AND

SOUTHWEST COMMUNITY OPTIONS INC.

RE: DURATION

It is agreed that the current Collective Agreement shall remain in full force and effect, including all Letters of Understanding, for the duration of September 1, 2023, until the expiry date of August 31, 2027.

SIGNED this 9th day of November, 2023.

**ON BEHALF OF THE EMPLOYER:
SOUTHWEST COMMUNITY
OPTIONS INC.**

R Beaulieu
[Signature]
[Signature]

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1684**

Sharon Bruner
Brynn Ramage

AMc:pnf
cope481
27 Oct 2023