

# **Collective Agreement**

*between*

**Knowles Centre Inc.**

**SAIL (Supported Advancement to Independent Living)**

*and*

**Manitoba Government and General Employees' Union**

**Local 432**

**November 1, 2019 to October 31, 2021**

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

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\*All changes appear in bold

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021

between

**Knowles Centre Inc.**

**SAIL (Supported Advancement to Independent Living)**

(hereinafter referred to as the “Employer” or “Centre”)

of the first part

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part.

### **Purpose of Agreement**

The purpose of this Agreement is to maintain a harmonious relationship between the Centre and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Centre and its employees, and to recognize the mutual value of joint discussions during the life of this Agreement.

The provisions of this Agreement supersede and replace any previous policies of the Centre which would otherwise conflict.

### **Article 1 Definitions**

**1:01** (a) “Business day” means a day from Monday to Friday excluding General Holidays.

- (b) “Centre” for the administration of this Agreement means, Knowles Centre/SAIL (Supported Advancement to (Independent Living) as represented by the CEO or **their** designate.
- (c) “Casual Employee means an employee who is to replace an absent employee or to supplement staff coverage and is scheduled regularly and recurringly to work less than the part-time employee. The terms of this Agreement do not apply to the casual employee, except as specified in Article 7. A casual employee would not become a full-time employee or a part-time employee due to replacing an absent employee. The hiring of casual employees shall not be undertaken as a means of delaying or avoiding the filling of a vacancy.
- (d) “Dismissal” means the removal of an employee for disciplinary reasons, from a position of employment for just cause.
- (e) “Full-time Employee” means an employee in the bargaining unit who regularly and recurringly is scheduled to work the full hours specified in the Hours of Work Article.
- (f) “Merit increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- (g) “Part-time Employee” means an employee in the bargaining unit who on a scheduled, regular and recurring basis works less than a full-time employee but is scheduled for sixteen and one-half (16.5) (.4125 EFT) or more hours per week as specified in the Hours of Work Article and whose work follows an ongoing predetermined schedule of work on a regular and recurring basis.
- (h) “Representative” means a person appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement and includes:
  - (i) Staff Representative of the Union.
  - (ii) Steward(s) of the Union.

(iii) Officer(s) of the Union.

(i) “Term Employee” means an employee in the bargaining unit who is hired for a specific period of time (not exceeding twelve [12] months unless otherwise mutually agreed); or until the completion of a specific job; or until the occurrence of a specific event.

**1:02** Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires and vice versa. Where the singular is used it will also be deemed to mean plural where the context so requires.

## **Article 2 Duration of Agreement**

**2:01** This Agreement shall become effective from November 1, **2019** and shall continue in effect up to and including October 31, **2021** and shall remain in force and effect from year to year thereafter unless notice is given under Article 2:02. During the period required to negotiate a renewal or revision of this Agreement, the provisions of this Agreement shall remain in full force and effect without change.

**2:02** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may by written notice serve to inform the other party of its intention to enter into Collective Bargaining for a renewal or a revision of the Collective Agreement.

**2:03** Where a party to this Agreement has given notice under Article 2:02 to the other party of this Agreement, the parties, within twenty-eight (28) calendar days commencing from and including the first day after the day upon receipt of the notice for a renewal or revision and renewal of the Collective Agreement, shall meet and commence to bargain collectively, and make every responsible effort to conclude a renewal or revision and renewal of the Collective Agreement, or a new Collective Agreement.

## **Article 3 Recognition and Application of Agreement**

**3:01** This Agreement shall apply to all employees of the Supported Advancement to Independent Living Program of Knowles Centre Inc. who are employed in



classifications set forth in the Salary Schedule. Casual employees will only be included to the extent reflected in Article 7.

- 3:02** The Centre recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in MLB Certificate No. 7125 and as well such further classifications of employees as may be agreed upon by the parties during the term of this Agreement.
- 3:03** The Centre agrees to consult with the Union prior to establishing a new classification and consult with the Union on the classification wage rate.

#### **Article 4 Management Rights**

- 4:01** In administering the Collective Agreement, the Centre agrees to act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.
- 4:02** All the functions, rights, personnel pay practices, and authority which the Centre has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Centre.

#### **Article 5 No Discrimination**

- 5:01** It is agreed there will be no discrimination against any employee by the Centre or Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, family status, disability, nationality, ancestry, place of origin because of membership or non-membership in the Union, or any other prohibited ground under the Manitoba Human Rights Code, except as allowed under The Act.

#### **Article 6 Union Security**

- 6:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the regular membership dues determined by the Union. For new employees, payroll deductions as set out in this Article shall

become effective from the start of the full pay period following the commencement of employment.

- 6:02** The Union agrees to indemnify and save the Centre harmless against any claim or liability arising out of the application of Article 6:01 except for any claim or liability arising out of an error committed by the Centre.
- 6:03** All dues shall be forwarded monthly to the Union with a list showing the amount deducted from each employee. Upon request the Centre will provide to the Union a list of the employees showing their name, classification and current rate of pay. This request shall not be made more than once per calendar year. The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.
- 6:04** The Union shall notify the Centre in writing of any changes in the amount of dues at least four (4) weeks in advance of the end of the pay period in which the deductions are to be made.
- 6:05** It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Centre at any time without the prior approval of the Centre.
- 6:06** When a new unionized employee commences employment at the Centre, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Union representative. A Union representative shall have up to fifteen (15) minutes, at a time mutually agreed between the representative and the Employer, to acquaint the employee with the Collective Agreement.
- 6:07** The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T4 slips.

## **Article 7 Casual Employees**

- 7:01** The following Articles shall apply to Casual employees;

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Article 21	Overtime
Article 29	Court Leave
Article 31	Harassment
Article 32	Safety and Health
Article 33	Labour and Management Committee

Article 35	Overnight Camp
Article 36	Damage To Personal Property
Article 38	Continuance of Operations
Salary Schedule	Relief

**7:02** The following conditions shall also apply to Casual employees:

- (a) Casual employees shall receive vacation pay at each occasion when wages are paid and shall receive vacation in accordance with The Employment Standards **Code**.
- (b) Casual employees shall receive general holidays payment in accordance with The Employment Standards **Code**, for all dates covered by that Act and for all general holidays covered by Article 27:01 of this Collective Agreement.
- (c) Casual employees shall accumulate seniority on the basis of all hours worked, for the sole purpose of obtaining a full-time or part-time position. A Casual employee shall have no seniority rights in matters of hiring over full-time or part-time employees. Casual employees who attain a full-time or part-time position shall be credited with seniority from their original date of hire.
- (d) Hours may be offered to Casual employees, subject to Article 43.
- (e) Casual employees shall be eligible for a merit increase when they have completed:
  - (i) 1,040 regular hours; and
  - (ii) 2,080 regular hours; and
  - (iii) 3,120 regular hours; and
  - (iv) 4,160 regular hours.
- (f) A Casual employee may be removed from the relief list when the employee:
  - (i) Resigns.

- (ii) Retires.
- (iii) Is dismissed and not reinstated.
- (iv) Dies.
- (v) Fails to return from a leave of absence approved by the Centre without an explanation satisfactory to the Centre.
- (vi) Fails to respond two (2) weeks after receiving a letter from the Centre asking if they wish to continue employment with the Centre. Such a letter may be sent to a Casual employee who has not worked for sixty (60) days, without reasonable excuse.

**7:03** Notwithstanding Article 7:01, Casual employees will be eligible for overtime pay as per Article 21 for all hours worked in excess of eighty (80) hours biweekly.

### **Article 8    Union Business**

**8:01** The Centre recognizes the Union's right to select stewards and officers as Union representatives to represent employees.

**8:02** The Union shall notify the Centre in writing of the name of its officers and stewards and the Centre shall be required to recognize only these officers and stewards of whom it has notice.

**8:03** Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement specifically related to attendance at meetings with the Employer, employee discipline, grievances and participation in negotiations. Permission to leave work during normal working hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied. All time spent in performing such duties during normal working hours shall be considered as time worked, including time spent in negotiations for a Collective Agreement. On resuming their duties, the representative and employee shall notify their supervisor.

- 8:04** For time spent with Employer representatives during negotiations, the Union will be allowed to have no more than two (2) employees present at each bargaining session.
- 8:05** The Employer agrees that two (2) of the members will be on a time off basis with pay. If there is more than two (2) members, they will be on a time off on wage recovery basis as per Article 8:06(c).
- 8:06** Subject to the operational requirements of the Centre, leave of absence to attend Union business may be granted to employees. Such leave shall not be unreasonably requested or denied. The following conditions shall apply:
- (a) Requests for leave shall be made in writing by the Union by providing the employee and the CEO with a letter of request.
  - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) business days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) business days' notice, the request shall be considered and shall not be unreasonably denied.
  - (c) Where such leave of absence has been granted, the Union shall reimburse the Centre one hundred **and seventeen** percent (**117%**) **for all wages and benefits** paid to such employees during the approved absence.
  - (d) Prior to the commencement of negotiations, the Union shall supply the Centre with a list of employee representatives for the negotiations.
- 8:07** The Centre agrees to provide the Union with bulletin board space for the purpose of posting official Union information. The bulletin board is to be located in an area readily available to all employees. The Centre reserves the right to remove posted material if considered damaging to the Centre and shall advise the Union of any such removal.
- 8:08** The Union agrees to provide the Centre with a list of representatives.

## Article 9 Hours of Work

- 9:01** Regular hours of work for all full-time employees will normally be eight (8) hours per day and forty (40) hours per week and approximately 2,080 hours per year.
- (a) SAIL Support Workers, in coordination with Case Managers, will create and submit their schedules seven (7) days before the end of the month, for the following month. Schedules will be based around the clients' schedules/needs between the hours of 8:00 a.m. and 7:30 p.m. Hours will be worked consecutively and there shall be no split shifts. This will exclude the monthly group meetings which will run until 8:00 p.m. as well as an annual special event that runs until 10:00 p.m.
- 9:02** Regular hours of work shall be deemed to include meal and rest periods. **Support Workers will not have set times for meal breaks.**
- 9:03** Any variation to the work day or work week hours as specified in Article 9:01 shall be instituted only with the mutual agreement of the parties to this Agreement.
- 9:04** **Shift Schedule Changes**  
Should any significant variations to existing shift schedules be implemented by the Centre (other than those made as a result of employee requests during a vacation period, "Winter, Spring or Summer school break" or a change of temporary nature), the Centre shall notify the Union at least forty-two (42) days in advance for building staff in order to permit discussion and seven (7) days in advance for support staff in order to allow accommodation.

## Article 10 Pay

- 10:01** The Centre shall pay wages as set out in the Salary Schedule of this Agreement. Each employee shall be provided with an itemized statement of **their** wages, overtime and other supplementary pay and deductions including voluntary deductions. Wages shall be paid biweekly. The Centre may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, by the employee where such deduction pertains to a benefit plan which is a condition of employment, or to correct a previously issued cheque or

voluntary deductions. Recovery of overpayments shall be made in a fair and reasonable manner but not over a period of time in excess of the period during which overpayment was made.

- 10:02** The minimum wages payable to any employee in **their** respective classification shall be those set forth in the Salary Schedule attached hereto and forming part of this Agreement.
- 10:03** The Employer shall reimburse employees for the use of their personal cell phone for work purposes at the following rate:
- (a) Thirty (\$30.00) dollars per month for 1.0 FTE;
  - (b) Twenty-five (\$25.00) dollars per month for .75 FTE;
  - (c) Twenty (\$20.00) dollars per month for .5 FTE.

### **Article 11 Personnel Selection**

- 11:01** The Centre shall bulletin vacancies or new positions internally for seven (7) calendar days.
- 11:02** Notice of job vacancies or newly created positions shall contain the nature of the position, qualifications and salary range as in the Collective Agreement.
- 11:03**
- (a) The selection of employees for vacant or new positions shall be on the basis of qualifications as contained in the job bulletin, ability, suitability and seniority.
  - (b) Where qualifications and ability are relatively equal, applicants from within the SAIL Program shall be given preference over (1) Knowles Centre employees and (2) external applicants. If a SAIL Program employee is not chosen, Knowles Centre employees shall have preference over external applicants.
  - (c) For applicants within the SAIL Program, previous performance appraisal(s) will be one of the criteria considered in evaluating ability.



- (d) Where qualifications and ability are relatively equal between SAIL Program employees, seniority shall be the determining factor.
- (e) When an internal candidate is not the successful applicant for a position, **they** shall be provided with a verbal debriefing as to the reasons.

**11:04** Where an employee is promoted, **they** shall be paid at a rate of pay set out for that position in the pay plan that is the next higher pay point than the rate of pay the employee was being paid in the former position.

### **Article 12 Probation - Newly Hired Employees**

- 12:01** Every full or part-time employee shall be on probation for a period of six (6) months and the probation period may be extended by the Centre with the agreement of the Union and employee. Such agreement shall be in writing and Article 12:05 shall apply to that extension.
- 12:02** A newly hired employee who is dismissed during **their** probation period may grieve the dismissal to the CEO within twenty (20) calendar days from the date the employee received notice of the rejection. A hearing shall be held to discuss the grievance with the employee and the employee's representative. The decision of the CEO shall be final for such grievance.
- 12:03** An employee who is dismissed during the probation period shall be provided with one (1) weeks' notice or payment in lieu thereof.
- 12:04** The dismissal of a newly hired employee on **their** probation is not arbitrable.
- 12:05** If an employee has previously been employed as a Casual employee and the employee fails to complete their probationary period in the new classification, then that employee shall return to relief status.

### **Article 13 Job Descriptions and Job Classifications**

- 13:01** The Centre agrees to provide the Union with copies of any amendments or additions to job descriptions at least twenty-one (21) days in advance of the effective date of the change.

- 13:02** The Centre further agrees to consult with the Union as to their contents.
- 13:03** The Centre agrees to provide the Union with copies of any job description upon request.
- 13:04** **Job Descriptions shall be reviewed every three (3) years.**

#### **Article 14 Employee File and Leave Banks**

- 14:01** Upon the request of an employee to HR or designate, the personnel file of that employee shall be made available, for the employee's full examination. The employee, at the employee's option, may have a representative present. Such examination shall be in the presence of a representative of the Centre.
- 14:02** An employee may request a copy of any specific documents on **their** personnel file other than confidential documents specified in the Child and Family Services Act. Employees shall be provided access to their personnel file within five (5) business days of submitting a written request.
- 14:03** Employees shall be provided with a breakdown of all banks (sick, vacation, flex, overtime) twice per fiscal year on June 1 and January 31, as well as upon written request to their supervisor. This shall be provided within five (5) business days of the written request.

#### **Article 15 Layoff**

- 15:01** In the event of a layoff, employees shall receive thirty (30) calendar days' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned.
- 15:02** In the event of a reduction in the work force, casual employees will be laid off before part-time or full-time employees. Employees will be laid off in reverse order of seniority within their classification. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in another classification provided the employee possesses the qualifications, including cultural and gender requirements to perform the remaining work.

- 15:03** No new employee shall be hired until those laid off have been given an opportunity to accept recall to vacated positions.
- 15:04** Employees laid off in accordance with this Article shall be recalled by order of seniority to available positions provided they are qualified pursuant to Article 15:02.
- 15:05** Notification of recall following a layoff shall be sent by registered letter to the last reported address of the employee. The onus is on the employee to keep the Centre informed of their latest address. The employee shall respond within fourteen (14) days, in writing.
- 15:06** Employees will remain in lay-off status for a maximum of twelve (12) calendar months after which time they will be removed from the recall list.

### **Article 16 Seniority**

- 16:01** Seniority for full and part-time employees means all hours worked from the date last started employment with SAIL - Knowles Centre as defined in this Article provided such service has not been broken by termination of the employee.
- 16:02** Seniority for Casual employees means all hours worked provided that such service has not been broken for one (1) of the reasons listed in Article 7:02(f).
- 16:03** Seniority for service shall include the following:
- (a) Regular paid time;
  - (b) Periods of Workers Compensation up to twelve (12) months;
  - (c) Periods of approved parental leave or adoption leave (includes maternity leave of up to one [1] year) or compassionate care leave, provided the employee returns to work at the end of the leave;
  - (d) Any period of approved, unpaid leave for Union purposes;
  - (e) Approved educational leave to a maximum of one (1) year;

- (f) Any sick leave without pay necessary to satisfy the elimination period of the Long-Term Disability Plan;
- (g) Leaves without pay to a maximum accumulation of thirty (30) business days in a calendar year;
- (h) Illness or accident up to twelve (12) months.

**16:04** Without limiting the generality of the following, seniority and employment will terminate if employee:

- (a) Resigns;
- (b) Retires;
- (c) Dies;
- (d) Is discharged for just cause and is not reinstated under the grievance or arbitration procedure;
- (e) Fails to report for duty as arranged after an authorized absence without a written explanation satisfactory to the Agency;
- (f) Is laid off for more than twelve (12) months;
- (g) Is removed from the Casual employee list in accordance with Article 7:02(f)(vi).

**16:05** An employee shall retain but not accrue seniority if the employee is:

- (a) On a leave of absence without pay in excess of thirty (30) business days;
- (b) Promoted or takes a new position outside of the bargaining unit at the Centre and has not met the requirements within the probationary period;
- (c) Laid off for less than twelve (12) months;
- (d) Absent because of illness or accident over twelve (12) months;

(e) Is suspended without pay and not reinstated under the grievance or arbitration procedure.

**16:06** The Union will be provided with a copy of the seniority list, including most recent start date and hours worked, in January of each year.

### **Article 17 Disciplinary Action**

**17:01** Except for probationary employees who may be terminated prior to the completion of their probationary period in accordance with Article 12:03, no employee shall be discharged or otherwise disciplined without just cause.

**17:02** In instances where the Employer considers that the actions or conduct of an employee may warrant disciplinary action, the Employer shall convene a meeting with the employee to review and discuss the issue prior to the imposition of discipline **within twenty-one (21) calendar days of the Employer becoming aware of the action or conduct.** The employee shall be entitled to be represented by a Union representative at this meeting, unless they decline such representation. The employee shall be informed of their right to have a Union representative present by their immediate supervisor. The immediate supervisor will ask the employee to sign a form indicating whether they accept or decline representation by a Union representative. A copy of this form will be given to a Union representative.

**17:03** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances which made the disciplinary action necessary. The employee shall sign a copy to acknowledge its receipt and shall retain a copy. A copy shall be immediately forwarded to the Union office, unless the affected employee requests that the matter not be referred to the Union office.

**17:04** The Employer agrees not to introduce as evidence any derogatory entry from an employee's file unless the employee has previously been made aware of its contents at the time of filing, **within twenty-one (21) calendar days** thereafter, and had the opportunity to file her comments as well.

- 17:05** An employee shall have the right to request in writing the removal of any disciplinary report or document contained in **their** personnel file. After five (5) years, if there have been no occurrences of a similar nature, the discipline report shall be removed.
- 17:06** The person to whom a grievance is made, may:
- (a) Uphold the disciplinary action; or
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 17:07** No notice or payment in lieu of notice will be given to an employee discharged for just cause.

### **Article 18 Grievance Procedure**

- 18:01** The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for consideration and prompt resolution of the grievances of employees within the bargaining unit.
- 18:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have **their** representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 18:03** In this procedure:
- (a) A grievance shall mean a written dispute between the Centre and an employee regarding the application, interpretation, or alleged violation of this Collective Agreement. A grievance from the employee(s) or Union shall be on a Union grievance form.

- (b) The written description of the nature of the grievance shall be sufficiently clear and shall state the redress requested.
- (c) At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance providing the substance of the grievance does not change.
- (d) Policy grievance means a complaint in writing presented by the Union concerning the application or interpretation of an Article of this Agreement. Such grievances shall be instituted at Step 3.

**18:04** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Centre fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

**18:05** **Step 1**

The grievor shall, within fourteen (14) calendar days of the event giving rise to the grievance, present the grievance to **their** Supervisor or designate.

**18:06** The immediate Supervisor shall, within fourteen (14) calendar days of receipt of the grievance referenced in Article 18:05, respond to the grievance.

**18:07** **Step 2**

In the event that the response given under Article 18:06 is unsatisfactory to the grievor, the grievor shall within fourteen (14) calendar days following receipt of such response, submit the grievance in writing, to the appropriate Director, Coordinator or designate.

**18:08** The Director, Coordinator or designate shall, within fourteen (14) calendar days after receipt of the written grievance, hold a hearing into the matter. Within an additional five (5) business days **they** shall reply in writing to the grievor.

**18:09 Step 3**

Where the response given under Article 18:08 is unsatisfactory, the grievor shall, within fourteen (14) calendar days, resubmit the grievance in writing to the CEO or designate.

**18:10** The CEO or designate shall review the grievance and conduct a hearing into the matter and reply in writing to the grievance within fourteen (14) calendar days of the matter being referred to **them**.

**18:11** In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 3, within fourteen (14) business days of the disciplinary demotion, suspension or dismissal.

**18:12** For complaints of an urgent nature, a representative shall first obtain the permission of **their** immediate Supervisor before leaving work to investigate such complaint with the employee and Supervisor or Centre official concerned. Such permission shall not be unreasonably sought or withheld. On resuming normal duties, the representative shall notify **their** Supervisor.

**18:13** When it is necessary for a representative to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the representative or employee concerned, providing that each has obtained approval from their Supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties the representative and employee shall notify their Supervisor(s).

### **Article 19 Arbitration and Mediation Procedure**

**19:01** By mutual agreement between the parties, the grievance matter may be referred to a mediator.

- (a) Upon referral to a mediator, the other time limits in this Article may be suspended, by mutual agreement of the parties, until the mediation is completed. Following the completion of the mediation, unresolved grievances may proceed to arbitration, following the procedures set forth in this Article.



- (b) The mediator shall be chosen by the parties within fourteen (14) days of the matter being referred to mediation.
- (c) The mediator will have no authority to bind either party and may only make non-binding recommendations on a without prejudice basis to either party.
- (d) The parties shall share equally the costs of the fees and expenses of the mediator.

**19:02** Either party, within twenty-one (21) calendar days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to arbitration.

**19:03** The notice referred to in Article 19:02 shall so state.

- (a) **The proposed name(s) of the single arbitrator for consideration by the other party.**
- (b) The parties will attempt to reach agreement on the selection of a single arbitrator within fourteen (14) calendar days.
- (c) Where the **parties** have failed to reach an agreement on the selection of a single arbitrator within fourteen (14) calendar days the party initiating the arbitration proceedings may **apply to the Manitoba Labour Board for the appointment of an Arbitrator.**

**19:04** **The Arbitrator** shall meet and hear the evidence of both sides, and render its decision within thirty (30) calendar days after completion of the hearing. The decision of the **Arbitrator** shall be final and binding upon the employee, the Union and the Centre.

**19:05** The **Arbitrator** shall not be empowered to change, by its decision, any provision of this Agreement or to set provisions of a new agreement.

**19:06** The **Arbitrator** shall have the right to either rescind, vary or uphold the decision of the Centre.

- 19:07** The parties shall each be responsible for the fees and expenses of the **Arbitrator**. The fees and expenses of the **Arbitrator** shall be shared equally by both parties.
- 19:08** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

### **Article 20 Merit Increase**

- 20:01** The granting of merit increases shall be contingent upon a full-time or part-time employee having performed **their** duties in a satisfactory fashion. The merit increase shall be granted on an employee's anniversary date. A Support Worker shall be eligible for a merit increase based upon satisfactory performance and a continuation of the course work as detailed in the employee's letter of offer.
- 20:02** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided with the reasons in writing why the merit increase was denied.
  - (b) If a merit increase has been withheld the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee may have been granted a merit increase prior to the next anniversary date.
- 20:03** Part-time employees shall be eligible for merit increases on their anniversary date of employment provided the employee has worked for at least 858 regular hours since the last increase.

### **Article 21 Overtime**

- 21:01** Overtime shall be time worked in excess of the daily and weekly hours of work as specified in Article 9, such time to have been authorized in such manner and by such person as may be designated by the Centre. In cases of emergency where an employee has made every reasonable effort but has been unable to contact the

designated authority for overtime authorization, any overtime which must be worked shall be considered to be approved by the Centre.

- 21:02** Employees shall receive one and one-half times (1½x) their basic rate of pay for all authorized overtime.
- 21:03** Where an employee has worked overtime, **they** may choose to receive time off in lieu of payment for overtime worked at the applicable overtime rate and taken at a time agreed to by mutual agreement between the Centre and the employee. Where mutual agreement cannot be reached for the overtime to be taken, then the employee shall receive payment at the applicable overtime rates.
- 21:04** Employees required to report back to work outside their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at one and one-half times (1½x) provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity. The only time that part-time employees would be affected by this is when called in and the work hours which are payable at overtime rates as specified in Article 21:01.
- 21:05** Unless **they have** been given twenty-four (24) hours advance notice not to report for work, an employee reporting for work at **their** scheduled starting time shall be provided with a minimum of three (3) hours work or pay in lieu thereof.

## **Article 22 Maternity, Parental and Adoption Leave**

### **22:01 Parenting Leave**

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

(a) **Maternity Leave**

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of **sixty-three (63)** weeks without pay, subject to the following conditions:

- (i) An employee must have completed seven (7) consecutive months employment as of the intended date of leave unless otherwise agreed to by the Centre.
- (ii) A written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested and when **they** intend to commence such leave.
- (iii) Provides the Centre with a certificate of a medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (iv) 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 Centre.

(b) Paternity Leave

An employee shall receive Parental leave of **sixty-three (63)** weeks without pay, subject to the following conditions:

- (i) **They** become the natural **parent** of a child and assumes actual care and custody of **the** child.
- (ii) **They have** completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) **They** submit to the Centre 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.
- (iv) Parental leave must be completed not later than **seventy-eight (78) weeks from the** date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(c) Adoption Leave

An employee shall receive parental leave without pay of up to **sixty-three (63)** weeks subject to the following conditions:

- (i) An employee must adopt a child under the laws of the Province.
  - (ii) An employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Centre is kept informed of the progress of the adoption proceedings.
  - (iii) An employee has completed seven (7) consecutive months employment as of the date of the intended leave.
  - (iv) Parental leave must be completed no later than **seventy-eight (78) weeks from the** date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (d) An employee wishing to return to work after parental leave shall notify the Centre at least four (4) weeks in advance of **their** return. On return from parental leave, the employee shall be placed in **their** former or comparable position at the same salary level.
- (e) Leave for the Birth of a Child

An employee shall be granted up to two (2) days' leave of absence with pay if applicable to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted starting on the day of, or the day following the birth of their child, or their partner's admission to or discharge from the hospital. Such leave shall be deducted first from the employee' vacation bank, then the sick bank, then without pay.

### **Article 23 Bereavement Leave**

- 23:01** (a) Bereavement leave of up to five (5) business days without loss of pay shall be granted in the event of death of a:
- Spouse
  - Common-law spouse
  - Sibling

- Child
  - Same-sex spouse
  - Parent
  - Stepparent
  - Stepchild
  - Stepbrother
  - Stepsister
- (b) Bereavement leave of up to three (3) business days without loss of pay shall be granted in the event of death of a:

- Father-in-law
- Mother-in-law
- Grandparent
- Grandchild
- Brother-in-law
- Sister-in-law
- Daughter-in-law
- Son-in-law
- Fiancé
- A person residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following internment. Bereavement leave may be extended by up to two (2) additional business days as may be necessitated by reason of travel to attend the funeral. Additional days, with or without pay, may be granted at the discretion of the CEO or **their** designate.

- (c) Necessary time off, up to one (1) day without loss of pay shall be granted **to** an employee to attend a funeral as a pallbearer.
- (d) Necessary time off, up to one (1) day without loss of pay shall be granted **to** an employee to attend a funeral as a mourner once per fiscal year. If additional days are requested they shall be deducted first from the employee's vacation bank and then sick bank.

- (e) If an employee is on vacation leave during the time that bereavement leave is taken, the vacation days shall be reinstated. This does not apply to leave as a mourner in 23:01(d).

#### **Article 24 Family Responsibility Leave**

- 24:01** An employee may use up to five (5) days sick leave, vacation or unpaid leave in any one (1) calendar year for the illness of a family member as defined in 23:01(a).

Sick leave must be used first, where available.

- 24:02** An employee may use up to five (5) days' vacation or unpaid leave in any one (1) calendar year for a family related emergency.

- 24:03** Employees must notify their manager or immediate supervisor of their absence within thirty (30) minutes after the normal hour of beginning work or as soon as possible thereafter indicating the reason therefore and the probable duration of absence.

#### **Article 25 Sick Leave**

- 25:01** It is agreed by the parties that earned sick leave entitlement shall only be granted by the Centre where an employee is unable to be at work and perform **their** regular duties as a result of illness or injury.
- 25:02** The sick leave to which an employee is entitled shall accumulate at the rate of twelve (12) hours per calendar month commencing after completion of one (1) full month's active service and cumulative to a maximum of nine hundred sixty (960) hours.
- 25:03** Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 25:04** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Article 25:02.

- 25:05** A deduction shall be made from accumulated sick leave of all normal business days absent for sick leave.
- 25:06** Employees employed on a part-time basis shall be granted sick leave with pay on a pro rata basis.
- 25:07** An employee who is absent from scheduled work due to illness, disability, quarantine or because of an injury for which compensation is not payable under The Workers Compensation Act, shall be entitled to **their** regular basic pay to the extent that **they have** accumulated sick leave credits.

Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employee's accumulated sick leave credits, providing the following conditions are met:

- (a) Whenever possible, appointments are to be made on the employee's day off or at a time when **they are** not on duty;
  - (b) If Article 25:07(a) is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss **their** situation with **their** Supervisor and attempt to arrange to be absent at a time which is the least disruptive to the workplace. In determining an acceptable time for the employee to be absent, the urgency of the illness will be a major consideration.
- 25:08** (a) All employees who are absent due to illness are to contact the SAIL on-call person no less than: one (1) hour prior to the commencement of the day shift; four (4) hours prior to the commencement of an evening shift; and six (6) hours prior to the commencement of the night shift. If an employee is unable to reach the on-call person, they are to contact their Case Manager/**Supervisor**. If an employee is unable to speak with their Case Manager/**Supervisor**, they are to leave a voice mail on the on-call phone.



(b) Employees who fail to give proper notice may be subject to disciplinary action. It is the responsibility of the Case Manager/**Supervisor** to inform Human Resources of an employee's illness and of **their** return to work.

- 25:09** The Centre 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, as proof of illness in regard to any claim for sick leave where an employee is absent because of illness for three (3) **or more** days. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. The Employer will pay the cost of the certificate up to a maximum of thirty (\$30.00) dollars with the provision of a receipt.
- 25:10** If hospitalized due to an injury while on scheduled vacation, an employee may utilize sick leave credits to cover the period of time from the date of the hospitalization to the date of discharge, and the displaced vacation shall be rescheduled. Proof of such hospitalization **will need to be provided to the Employer on their first day back to work.**
- 25:11** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 25:12** Sick leave shall not accrue during an unpaid period of employment except for:
- (a) An unpaid leave of absence of less than four (4) consecutive weeks;
  - (b) While an employee is absent while in receipt of full Workers Compensation benefits for up to twelve (12) months.
- 25:13** An employee who, in respect of an illness or injury resulting from a motor vehicle accident, receives wage loss replacement benefits from an automobile insurance plan and to the extent that such benefits and paid sick leave exceed the employee's normal salary then the employee will reimburse the Centre the amount of paid sick leave received. The employee's sick leave will be reinstated and the repayment to the Employer shall be done in an orderly manner.

**25:14** Sick leave accumulates from the start of the second full calendar month of service but sick time paid to a probationary employee will be deducted from the employee's final pay if **they** fail to complete the probationary period.

### **Article 26    Compassionate Care Leave**

**26:01** An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) The day the certificate is issued; or
    - (B) If the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) The family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this Article shall be defined as:
- (i) A spouse, same-sex partner or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse, same-sex partner or common-law partner;
  - (iii) A parent of the employee or a spouse, same-sex partner or common-law partner of the parent;
  - (iv) **Grandparents, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews;**
  - (v) **This definition also includes those who are not related, and whom the employee considers to be like a close relative;**
  - (vi) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate care leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 16.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for compassionate leave as outlined in Article 23.

### **Article 27 General Holidays**

**27:01** The following are recognized as general holidays for purposes of this agreement:

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

Any other holiday proclaimed by federal or provincial statute.

- 27:02** (a) Employees required to work on a general holiday will be paid at the rate of one and one-half times (1 ½x) their basic rate of pay for all hours worked.
- (b) Full-time employees required to work on a general holiday will be given an alternate day off in lieu, at **their** rate of pay. If an alternate day is to be taken, it will be by mutual agreement of the Centre and the employee.
- 27:03** Employees required to work authorized overtime on a general holiday, will be paid at the rate of one and one-half times (1½x) their basic rate of pay for all hours worked.
- 27:04** Part-time and Casual employees **will be paid a stat pay out on each pay of approximately 5% for all regular wages within the pay period.**
- 27:05** If a general holiday falls on the regular day off of a full-time or part-time employee during **their** annual vacation, **they** shall be granted an alternate day off with basic pay at the mutual convenience of the Centre and the employee.
- 27:06** If a general holiday falls on a day on which an employee is receiving sick leave benefits, **they** shall be paid for the holiday and such pay shall not be deducted from sick leave credits. However, when the employee has already received an alternate day off with pay for the general holiday, **they** shall be paid from sick leave credits for that day at **their** rate of pay.
- 27:07** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report to work and worked the normal hours of work after having been scheduled to work on the day of the holiday;
- (b) Has not been absent from work without the consent of the employee's Supervisor on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

**27:08** The Centre may authorize that general holidays leave be carried forward to the next fiscal year to supplement the vacation period in that year. Granting this request is at the discretion of the Centre. The employee must make a written request to the Centre no later than February 15 of the current year, and must identify good and sufficient reason for the request. The Centre will give a written decision to the employee within ten (10) business days of receiving such a request.

### **Article 28 Vacation**

**28:01** The vacation year shall be from the April 1 in one (1) year to March 31 in the following year.

**28:02** Vacation earned in one (1) vacation year is to be taken in the following vacation year.

**28:03** The Centre shall prepare the vacation schedule after giving consideration to the individual choices of employees and the operational requirements of the Centre. Requests for vacation leave must be in writing and include departure date, return to work date and the number of vacation days or weeks requested. Requests shall not be unreasonably denied. Vacation may only be taken once approval is received in writing from a supervisor/manager.

- (a) Employees must make requests for vacation leave at least two (2) weeks prior to the dates being requested during non-peak times.
- (b) During peak vacation seasons
  - (i) Time off requests must be submitted as follows:
    - (A) Summer (July and August) by March 31;

- (B) Kindergarten - Gr. 12 spring break - by four (4) weeks prior and the exact date will be communicated yearly by the Employer;
- (C) Kindergarten - Gr. 12 Christmas school break - by November 15.
- (ii) If there are multiple requests for the same time period and due to operational requirements the number of people allowed off is limited, seniority shall be the determining factor.
- (iii) All requests submitted outside these dates shall be on a first submitted, first considered basis.
- (c) The Employer will provide a written decision within five (5) business days of receiving the request as in Articles 28:03(a) and 28:03(b)(iii) or within **ten (10)** business days of the submission deadlines as outlined in Article 28:03(b)(i).

**28:04** Vacation leave may be taken only with the consent of the Centre.

**28:05** If a paid holiday falls or is observed during an employee's vacation period, **they** shall be granted an additional days vacation.

**28:06** (a) Vacation shall be earned at the following rates:

<u>Year of Employment</u>	<u>Rate of Earning</u>
In the first four (4) years inclusive:	15 business days (120 hours)
In the fifth to ninth years inclusive:	20 business days (160 hours)
In the tenth to nineteenth years inclusive:	25 business days (200 hours)
In the twentieth and subsequent years:	30 business days (240 hours)

- (b) Upon completion of twenty (20) years of service, full-time employees will receive an additional forty (40) hours of paid vacation (prorated for part-time). These additional forty (40) hours of vacation will be earned and received every five (5) years following the twentieth year. For example,

following the twentieth year, twenty-fifth year, thirtieth year and so on, only for those specific years will they be entitled to this additional vacation. These forty (40) hours of additional vacation must be taken in that year and cannot be accumulated.

- 28:07** Except with the consent of the Centre, vacation leave shall commence at the end of the employee's work week and scheduled days off.
- 28:08** Vacation shall be earned on all basic rate of pay hours paid to the employee; and
- (a) Any unpaid leave of absence of up to four (4) weeks;
  - (b) Any period of Workers Compensation of up to one (1) year.
- 28:09** The Centre may authorize that vacation leave be carried forward to the next fiscal year to supplement the vacation period in that year. Granting this request is at the discretion of the Centre. The employee must make a written request to the Centre no later than **November 1** of the current year, and must identify good and sufficient reason for the request. The Centre will give a written decision to the employee within ten (10) business days of receiving such a request.
- 28:10** Part-time employees shall earn vacation credits on a prorated basis.

### **Article 29 Court Leave**

- 29:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Centre.
- 29:02** Employees subpoenaed or summoned as a witness in a court proceeding involving the Centre, shall if required to attend court during their off duty hours, receive equivalent time off without loss of pay up to a maximum of eight (8) hours for each day of such court duty. Such time off shall be scheduled at mutually agreeable time.

**29:03** An employee or member of their immediate family required to appear in court as a result of charges being laid shall be given a leave of absence without pay to attend as required. The employee shall advise their immediate supervisor of the court date. Employees may access unused current paid vacation entitlement or banked time for this leave of absence.

### **Article 30 Technological Change**

**30:01** Sections 83, 84 and 85 of The Labour Relations Act of Manitoba shall apply mutatis mutandis.

### **Article 31 Harassment**

**31:01** 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 to recognize and deal with these problems when they arise.

**31:02** Sexual harassment may be defined as sexual comments or behaviour which create an uncomfortable or threatening working environment.

**31:03** Racial harassment may be defined as differential treatment, or a policy, which is based on race, colour, nationality or ethnic origin; or any racial comments or behavior which create an uncomfortable or threatening working environment.

**31:04** Personal harassment is defined as repeated, non-constructive, 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 which creates an intimidating, hostile or offensive working environment.

**31:05** Situations involving allegations of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

**31:06** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.



**31:07** No information relating to the grievor's, or alleged harasser's personal background, lifestyle or mode of dress will be admissible during discussions, mediation, grievance or arbitration process.

**31:08** **Confidentiality**

- (a) All complaints, investigations, hearings and information about the case shall be treated with the 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.

**Article 32 Safety and Health**

**32:01** The Centre shall make all reasonable provision for the safety and health of employees during working hours.

**32:02** The following represents the terms of reference for the Workplace Health and Safety Committee:

(a) **Structure**

- (i) The Union shall be able to appoint one (1) employee to the Committee. The number of management representatives shall not exceed the number of employee representatives.
- (ii) Committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings and may participate fully in the deliberations and discussions of the Committee.

(b) **Objectives**

- (i) Acting as an advisory body which investigates and makes recommendations on safety and health concerns in the workplace.
- (ii) Developing practical procedures and conditions to help achieve safety and health in the workplace.

- (iii) Promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in the workplace.

### **Article 33 Labour Management Committee**

- 33:01** The Centre and the Union agree to establish and maintain a Labour Management Committee consisting of equal representation from Centre Management and Union.
- 33:02** The Committee shall meet at the request of either party but not less than once every three (3) months unless otherwise agreed.
- 33:03** The Committee shall discuss matters of mutual concern and make recommendations in relation to these concerns.
- 33:04** The Committee shall not have jurisdiction over wages or any other matters of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Centre to any decisions or conclusions reached in their discussions.

### **Article 34 Leave of Absence**

- 34:01** An employee may request and the Centre may grant a leave of absence for good and sufficient reason. A staff member's written request for an unpaid leave of absence of four (4) months or less will be considered by the Centre. Any request of an unpaid leave of absence greater than four (4) months will be presented to the Board. A staff member's written request for a paid leave of absence will be presented to the Board.

**It is the responsibility of the employee to contact HR as soon as reasonably possible to any leave of absence whether four (4) months or greater to indicate whether they wish to prepay or waive their benefit coverage.**

**If the employee waives their coverage, they will not be eligible to make claims for any services such as Group Health, Dental, Travel Insurance,**

**Long Term Disability (LTD), Accidental Death & Dismemberment (AD&D), and Group Life an EAP during the unpaid leave.**

**If the employee chooses to waive benefits during a four (4) month or less unpaid leave, they will be reinstated upon return. If the unpaid leave is greater than four (4) months and the employee waives the premiums they will need to re-apply for benefits and will be considered a “new enrollment” which will include the six (6) month waiting period.**

**To maintain benefits while on any unpaid leave it is recommended that the employee make arrangements with HR for a prepayment plan of all benefits prior to the employee’s leave.**

**Once the employee agrees to the prepayment of benefits to maintain their coverage, they must continue to prepay for the entire duration of their leave. If there is any lapse in prepayment of benefits, the benefits will cease and they will run the risk of being denied coverage from the underwriter for future enrollment.**

**This does not apply to any employees whom are on an unpaid leave pending a Long Term Disability claim.**

- 34:02** An employee wishing to return to work after their unpaid leave of absence shall notify the Centre at least four (4) weeks in advance of the expiry of that leave of absence. Upon return the employee shall be placed in her former or a comparable position at the same salary level they were at before the leave of absence.

### **Article 35 Overnight Camp**

- 35:01** Employee attendance at overnight camp shall be on a voluntary basis.
- 35:02** Employees who volunteer to attend camp and/or overnight programs during the year shall receive their regular pay for all days worked during this period.

Because their services may be required for all or a portion of the waking hours at camp, and certain employees may be required to be on call during the non-working hours (i.e. involvement in sleepovers in the residents’ area and/or available to

respond to the needs of the clients), employees attending camp shall also receive one (1) day/eight (8) hours compensatory time back for each day spent at camp. This time shall be taken at a time mutually acceptable to the employee and the supervisor.

Note: It is intended that the last day of a camp or overnight program concludes at 4:00 p.m. at the Centre.

- 35:03** Employees who do not volunteer for camp may take vacation or an unpaid leave of absence for that period.

### **Article 36 Damage To Personal Property**

- 36:01** Where an employee who, in the course of carrying out **their** duties, suffers damage caused by a client to eyeglasses, a watch or other personal effects usually carried with or with or worn by the employee including clothing, the employee shall be reimbursed at a reasonable replacement cost.
- 36:02** All incidents of damage to personal effects as mentioned in 36:01, shall be reported in writing, by incident report, by the employee whose personal effects were damaged, to the case manager or supervisor within the same shift.

### **Article 37 Employee Pension and Benefit Plans**

**37:01** **Benefit Plans Full-time Staff**

The Centre agrees to continue to participate in plans similar to the present **Manulife** which includes Group Life Insurance Plan, Accidental Death and Dismemberment Insurance, Long Term Disability Insurance, Extended Health Insurance, Dental Insurance Plan and Travel Assistance.

All permanent employees working full-time and all part-time employees working a minimum of thirty (30) hours per week (.75 EFT or more) and after the completion of six (6) months of continuous work will incur no cost for dental and health benefits including travel insurance (these benefits will be paid by Knowles Centre). The employee will be entitled to pay the premiums on Group Life,

Accidental Death and Dismemberment, Dependent Life and Long Term Disability.

**37:02 Benefit Plans Part-time and Relief Staff**

Part-time and Casual employees who do not meet the requirements of a minimum of thirty (30) hours per week, may choose to opt into the benefits program and will be responsible to pay the full cost of dental and health and the premiums on Group Life, Accidental Death and Dismemberment, Dependent Life, Long Term Disability and Travel Assistance and ten dollars (\$10.00) per month for Employee Assistance Program (monthly postdated cheques may be required). Please note that the monthly cost for the Employee Assistance Program is current and may change.

Following six (6) months of employment, part-time and Casual employees may opt to pay their own benefit plan premiums, one (1) month in advance, and be included in the Centre's benefit plans.

If they miss one (1) required payment, the Centre may terminate their participation in all benefit plans. Part-time and Casual employees who voluntarily terminate or are terminated from the benefit plans will not be entitled to re-enroll, unless and until they are hired as a full-time employee of the Centre.

The current benefit plan available is **Manulife**. (This all inclusive plan includes: Group Term Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Long-Term Disability, Extended Health Care, Dental Care and Travel Assistance.)

All employees full-time and part-time who work a minimum of thirty (30) hours per week (.75 EFT or more), and after the completion of six (6) months of continuous work are entitled to receive Employee Assistance Program benefits up to a maximum of twelve (12) sessions per year from Blue Cross - Employee Assistance Program.

Employees who do not meet the minimum thirty (30) hour per week requirement may choose to opt into the Employee Assistance Program at a cost to the employee of ten dollars (\$10.00) per month (postdated cheques may be required).

Please note that the monthly cost for the Employee Assistance Program is current and may change.

**37:03 Pension Plan**

The Centre agrees to continue to participate in the CAB (Community Agencies Retirement Plan) or a like and similar pension plan, at the present contribution levels, unless other arrangements are mutually agreed to.

Upon completion of six (6) months service an employee who has worked a minimum of thirty (30) hours per week will be enrolled in the CAB pension plan.

Part-time and Casual employees who do not meet the requirement of a minimum of thirty (30) hours per week will join the pension plan on January 1<sup>st</sup> following the two (2) consecutive calendar years in which the employee earns more than twenty-five percent (25%) of the Yearly Maximum Pension Earnings (YMPE) as specified by the Canada Pension Plan each year.

**37:04 Group Comprehensive Critical Illness Insurance**

**Knowles Centre has provided to employees a voluntary critical illness insurance benefit to help cover the out-of-pocket expenses associated with a critical illness. This cost is at the discretion of the employee. The cost will be deducted on a semi-monthly basis.**

**Article 38 Continuance of Operations**

**38:01** The parties agree that during the life of this Agreement there shall be no slowdown of work, picketing, disruption, suspension or stoppage of work and to this end the Union will take affirmative action to prevent any employee from such action. The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

**38:02** The Union agrees to give the Centre at least two (2) weeks (fourteen [14] days) written notice as to the time and date of strike action.

**38:03** The Centre agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

## **Article 39 Notice of Termination of Employment**

### **39:01 Notice Period – Termination by Employee**

- (a) An employee may terminate employment by providing two (2) weeks written notice to the Employer.

### **39:02 Notice Period - Termination by Employer**

- (a) The notice period for terminating the employment of an employee is the applicable notice period set out in the following table for the employee's period of employment with the Employer:

<u>Period of Employment</u>	<u>Notice Period</u>
Less than one (1) year:	One (1) week
At least one (1) year and less than three (3) years:	Two (2) weeks
At least three (3) years and less than five (5) years:	Four (4) weeks
At least five (5) years and less than ten (10) years:	Six (6) weeks
More than ten (10) years:	Eight (8) weeks

- (b) Where the Centre fails to provide this notice, pay in lieu of notice shall be given.

## **Article 40 Acting Pay**

- 40:01** (a) Where a position is being vacated for thirty (30) days or more (excluding vacation) and where a Casual employee is being asked to assume the responsibility of a higher paid classification, the Casual employee shall temporarily become a part-time or full-time employee.

- (b) At the conclusion of the temporary assignment, the employee shall return to relief status.

- 40:02** (a) Where a full or part-time employee takes over the duties and responsibilities of a position having a higher rate of pay for ten (10) or more consecutive business days, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the scale of pay for that other position from the date of taking over the duties and responsibilities of that

other position until the temporary appointment is revoked. The employee shall be paid at a step in the higher classification that provides for an increase of at least one (1) increment, if possible, greater than the employee's own current rate of pay.

- (b) Upon the temporary appointment being revoked, the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate that the employee would be paid if the employee had never held the temporary appointment. This Article does not apply when assuming duties and responsibilities of another position during vacation leave.

"Duties and Responsibilities" mean all the core duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent has been replaced.

#### **Article 41 Contracting Out**

**41:01** It shall not be considered as sub-contracting should the Centre:

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

**41:02** In accordance with Article 41:01, an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied, for each year of employment with the Centre if the Centre is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties.

**41:03** Work will not be contracted out that creates a redundancy in a bargaining unit position, or that will lead to the lay-off or displacement of a bargaining unit employee.



## **Article 42 Training**

- 42:01** When mandatory training sessions occur on an employee's scheduled day off, **they** shall be compensated.
- 42:02** When mandatory staff meetings occur on an employee's scheduled time off, **they** shall be compensated.

## **Article 43 Part-time Employees**

- 43:01** All articles of this collective agreement shall apply to part-time employees unless otherwise specified by this Article.
- 43:02** (a) Part-time employees shall have the first right of refusal for additional hours within their classification providing that:
- (i) They are able to perform the required duties;
  - (ii) The additional hours offered would not result in overtime costs; and
  - (iii) They indicate in writing to the Centre that they wish to work additional hours.
- (b) If the above conditions are not met, the Centre may then offer the additional hours to any part-time or Casual employee who is able to perform the required duties.
- 43:03** Additional hours worked by a part-time employee shall be included in the determination of seniority and any other benefits accruing under this Collective Agreement. Accrual for all benefits shall be pro-rata for Part-time Employees based on hours worked.
- 43:04** Specific working conditions for part-time employees are outlined in Articles 1 (Definitions), 12:01 (Probation - Newly Hired Employees), 15:02 (Layoff), 16:01 (Seniority), 20:01 and 20:03 (Merit Increase), 21:04 (Overtime), 24:06 (Sick Leave), 27:03 (General Holidays), 28:06 and 28:10 (Vacation) and 37 (Employee Pension and Benefit Plans).

#### **Article 44 Secondary Employment for Full-time Employees**

- 44:01** The following shall be the procedure for employees who have employment elsewhere and are working on average combined weekly hours exceeding sixty (60) hours:
- (a) The employee shall make a disclosure to the Employer of any other employment;
  - (b) The Employer shall confirm to the employee if the Employer has any concerns;
  - (c) If the Employer has any concerns, then Employer and employee shall meet on the matter. The Employee shall be entitled to Union Representation to resolve this matter;
  - (d) If the Employer continues to have concerns, the Employer may make reasonable rules on the matter.

#### **Article 45 Privately Owned Vehicles**

- 45:01** The Employer shall reimburse employees who use their personal vehicle for work purposes at the rate of forty cents (\$0.40) per kilometre.
- 45:02** Mileage sheets must be submitted on a month-to-month basis. Mileage will be paid within thirty (30) days of submission, or sooner where possible.
- 45:03** The Employer shall cover the costs of the MPI Autopac deductible for damage to a vehicle (to a maximum of two hundred [\$200.00] dollars) and of interior car cleaning for employees who transport clients in their personal vehicles, resulting from a client incident, on a case-by-case basis.
- 45:04** **The Employer shall grant upon request up to eight (8) hours in a fiscal year for the purpose of car repairs to support workers. No reasonable request shall be denied. A copy of the receipt of repairs must be produced when requested by the Employer. These hours cannot be carried over into the next fiscal year.**

## Article 46 Domestic Violence Leave

- 46:01** In accordance with the Employment Standards Code, an employee is eligible for domestic violence leave for any of the following purposes:
- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by domestic violence;
  - (b) To obtain services from a victim services organization;
  - (c) To obtain psychological or other professional counseling;
  - (d) To relocate temporarily or permanently;
  - (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- 46:02** An employee who has been employed by the Centre for at least ninety (90) days and is a victim of domestic violence is entitled to the following leave in a fifty-two (52) week period:
- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
  - (b) Leave of up to seventeen (17) weeks to be taken in one continuous period;
  - (c) For either (a) or (b) above, five (5) days are paid leave, at the designation of the employee when requesting the leave. An employee can take (a) or (b) in any order that meets their individual circumstances.
  - (d) The five (5) days of paid leave, will be deducted, at the employee's option either from the employee's sick leave or vacation bank.
  - (e) In circumstances where an employee does not have any accrued sick leave or vacation in their respective banks, the Employer will pay the employee their regular salary.

- (f) Employees whose regular hours of work or wages vary are entitled to be paid five (5) percent of their total regular wages in the four (4) weeks immediately prior to the day of the leave.
- (g) This form of leave can also be taken in conjunction with other forms of leave as per the Collective Agreement (i.e. vacation, sick leave, family-related leave).
- (h) Employees who elect to take a seventeen (17) week unpaid leave of absence, benefits and pension will be administered as per Article 37 - Employee Pension and Benefit Plans and Article 34 - Leave of Absence.
- (i) Upon requesting leave under this Article, the Employer may request the employee to provide reasonable verification of the necessity of the leave as defined by the Employment Standards Code.

#### **Article 47 Workers Compensation**

- 47:01** Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties that employee shall apply for Workers Compensation benefits.
- 47:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 47:03** Where an employee is injured on the job and is required to leave for medical treatment the employee shall be entitled to use sick leave for the day on which the accident occurs.
- 47:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 47:05** As per Article 16:03(b), seniority will continue to accrue while an employee is receiving Workers Compensation benefits up to twelve (12) months.

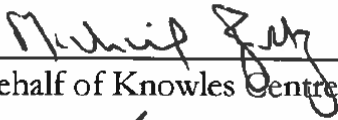
**47:06** After a period of more than ten (10) consecutive days, sick leave shall not accumulate.

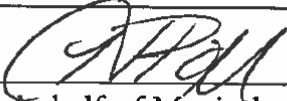
**Article 48 Health and Wellness**

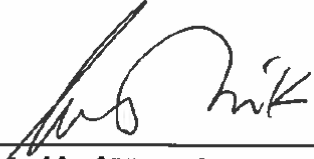
**48:01** Employees shall be granted one (1) mental health day per fiscal year with the same notice requirements as sick leave, and being deducted from sick leave. This provision does not apply to casual staff.

IN WITNESS WHEREOF representatives of Knowles Centre Inc. have hereunto set their hand for, and on behalf of, Knowles Centre Inc. and representatives of Manitoba Government and General Employees' Union have set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

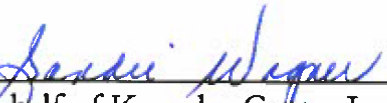
Signed this 27 day of MAY, 2021.

  
On behalf of Knowles Centre Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Knowles Centre Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Knowles Centre Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Knowles Centre Inc.

**Letter of Understanding**

between

**Knowles Centre Inc.**

**SAIL (Supported Advancement to Independent Living)**

and

**Manitoba Government and General Employees' Union**

**Re: Settlement and Duration**

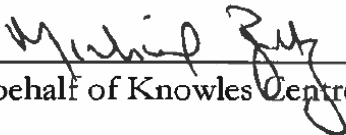
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Upon ratification, this Letter of Understanding shall become effective retroactive to October 1, 2016 and remain in force with the following agreement:

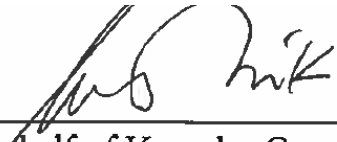
1. All employees will receive one additional week of vacation (prorated for part-time and term based on hours accrued between April 1, 2019 and March 31, 2020) to be taken in this vacation year, between April 1, **2021** and **September 30, 2021**.
2. All employees will receive one additional week of vacation (prorated for part-time and term based on hours accrued between April 1, 2020 and March 31, 2021) to be taken in the vacation year, between April 1, **2021** and March 31, **2022**.

If in any year of the contract a wage increase of two (2%) percent **or greater**, then the extra week of vacation will not take effect. **The Employer agrees to provide the Union with copies of letters requesting and being denied funding.**

Signed this 27 day of MAY, 2021.

  
On behalf of Knowles Centre Inc.

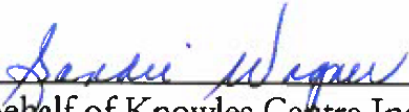
  
On behalf of Manitoba Government and  
General Employees' Union



On behalf of Knowles Centre Inc.



On behalf of Manitoba Government and  
General Employees' Union



On behalf of Knowles Centre Inc.



On behalf of Manitoba Government and  
General Employees' Union



On behalf of Knowles Centre Inc.



### Salary Schedule

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Support Worker	ANNUAL	\$ 32,294.18	\$ 33,993.87	\$ 35,628.19	\$ 37,262.51	\$ 39,051.12	\$ 40,925.58	
	BI-WEEKLY	\$ 1,242.08	\$ 1,307.46	\$ 1,370.32	\$ 1,433.17	\$ 1,501.97	\$ 1,574.06	
	HOURLY	\$ 15.53	\$ 16.34	\$ 17.13	\$ 17.91	\$ 18.77	\$ 19.68	
On-Site Worker	ANNUAL	\$ 30,908.80	\$ 31,824.00	\$ 32,718.40	\$ 33,696.00	\$ 34,694.40	\$ 35,692.80	\$ 36,753.60
	BI-WEEKLY	\$ 1,188.80	\$ 1,224.00	\$ 1,258.40	\$ 1,296.00	\$ 1,334.40	\$ 1,372.80	\$ 1,413.60
	HOURLY	\$ 14.86	\$ 15.30	\$ 15.73	\$ 16.20	\$ 16.68	\$ 17.16	\$ 17.67
On-Site Facility Worker	ANNUAL	\$ 33,904.00	\$ 34,923.20	\$ 35,963.20	\$ 37,044.80	\$ 38,147.20	\$ 39,291.20	
	BI-WEEKLY	\$ 1,304.00	\$ 1,343.20	\$ 1,383.20	\$ 1,424.80	\$ 1,467.20	\$ 1,511.20	
	HOURLY	\$ 16.30	\$ 16.79	\$ 17.29	\$ 17.81	\$ 18.34	\$ 18.89	
	CASUAL	\$ 13.07						

#### November 1, 2019

The Employer agrees to ask the Government for a 2% wage increase. Any increase to per diem rates received by the Knowles Centre (SAIL) program will be passed on to the employees as a percentage wage increase, if the funds are designated for wages.

#### November 1, 2020

The Employer agrees to ask the Government for a 2% wage increase. Any increase to per diem rates received by the Knowles Centre (SAIL) program will be passed on to the employees as a percentage wage increase, if the funds are designated for wages.

#### November 1, 2019

The Employer agrees to ask the Government for a wage scale for Casual employees as follows:

Step 1	Step 2	Step 3
\$13.07	\$13.46	\$13.86