

Collective Agreement

between

Sara Riel Inc.

and

Manitoba Government and General Employees' Union

Local 353

April 1, 2019 to March 31, 2020

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Preamble

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

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

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

Article 1 Scope of Recognition

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate No. MLB-6280.
- 1:02** Employees whose positions are excluded from this agreement are the Executive Director; Manager of Finance and Administration, Executive Assistant, Manager of Community Supports, Manager of Employment, Manager of Client Services, Intake Coordinator, Mental Health Counsellor, **Manager of Mental Health Services, all Coordinator positions, Mental Health Employment Counselor and Accounting Clerk**; and those excluded by the Labour Relations Act. Non-paid individuals such as volunteers or practical students shall be permitted to perform work similar to those employees within the bargaining unit where this is for issues as research, instructions, or for resolving emergencies including staffing shortages.

1:03 **Breaks and Meals**

- (a) **Employees working eight (8) hours and who are required to remain on the premises and/or with clients, shall receive two (2) paid rest periods of fifteen (15) minutes duration and receive a paid thirty (30) minute meal period which shall be taken with the clients, and is considered to be a working part of the scheduled shift.**
- (b) **Employees working a four (4) hour shift and who are required to remain on the premises and/or with clients, shall receive one (1) paid rest period of fifteen (15) minutes duration taken when operationally feasible.**

Article 2 Management Rights

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

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

- (c) The right to maintain order, discipline and efficiency; to make, alter and enforce policies and procedures to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.

2:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

Article 3 Definitions

3:01 An “employee” is a person employed by the Employer within the scope of this agreement.

3:02 A “full-time **permanent**” employee is one who regularly and recurrently works the full prescribed hours as specified in Article 9 (Hours of Work), has completed their probationary period and has been specifically classified as full-time **permanent** by the Employer.

3:03 A “part-time **permanent** employee” is one who regularly and recurrently works less than full-time hours as specified in Article 9 (Hours of Work), has completed their probationary period and has been specifically classified as part-time **permanent** by the Employer.

3:04 “Casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage. There is no guarantee of hours for casual employees. The only provisions of the Agreement which apply to casual employees as defined in Article 3:04 are as follows:

- (a) A casual employee shall be paid vacation pay bi-weekly at a rate of four (4) percent (%) of the regular hours paid in a bi-weekly pay period.
- (b) Casual employees shall be paid no less than at the start rate of the classification to which they are assigned as outlined in the salary scales and shall receive a step increase for every 1,500 regular hours of service.

- (c) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10 (Overtime).
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1 ½x) their basic rate of pay.
- (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 payment in accordance with Article 4 (Union Security and Dues Check-Off).
- (f) In the event that no payment is made during a pay period, the Employer shall have no obligation to deduct and submit dues for that pay period.
- (g) Article 6 Grievance Procedure and Article 7 Arbitration Procedure apply only with respect to the terms contained within this Article.
- (h) **Retroactive to the first day of employment, casual seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a “full-time permanent”, “part-time permanent” or “temporary or contingent term” position. Where qualifications, ability and prior work performance are deemed to be relatively equal, casual seniority shall be the determining factor. Such casual seniority will not take priority over full-time permanent, part-time permanent, or temporary or contingent term employee seniority. Casual seniority lists will be posted quarterly.**

3:05 A “**temporary** term employee” is an employee hired for a specific period of time, or until the completion of a specified job, or until the occurrence of a specified event, but in any event not exceeding fifty **two (52)** weeks unless otherwise mutually agreed. Any request for an extension of a term shall not be unreasonably requested or denied. **Temporary** term employees will be treated like Casual Employees. Vacation will be paid out and not eligible for Income Protection or Health Benefits, unless the service purchase agreement/contract provides a greater benefit.

- 3:06** A “contingent term employee” is an employee hired for a period of fifty-two (52) weeks or less unless otherwise mutually agreed; and whereas the position is contingent on the conditions and renewal of funding by a third party on an annual basis. If funding is renewed then contingent terms will be extended for the funding period without competition. Any request for an extension of a term shall not be unreasonably requested or denied. Contingent term employees will accrue and receive vacation per Article 21 and income protection per Article 22. Contingent term employees are not eligible for pension or health benefits, unless the service purchase agreement/contract provides a greater benefit.
- 3:07** The term “Employer” shall mean Sara Riel Inc.
- 3:08** The term “Union” shall mean the Manitoba Government and General Employees’ Union.
- 3:09** The term “promotion” shall mean a change from one classification to another classification with a higher maximum rate of pay.
- 3:10** The term “demotion” shall mean a change from one classification to another classification with a lower maximum rate of pay.
- 3:11** The word “transfer” shall mean a change by an employee from one classification to another classification with the same rate of pay.
- 3:12** Where the context requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 3:13** The term “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competence.

Article 4 Union Security and Dues Check Off

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the provisions that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.
- 4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees from whom deductions have been made. The Employer shall provide to the Union, on a monthly basis, the name, bargaining unit, classification, work location, home address of each employee from who dues have been deducted, except unless an employee has expressly instructed the Employer in writing that their home address should not be disclosed to a third party.
- The personal information as identified above may only be used by the Union for the purpose of communicating with members. The Union acknowledges that it shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of personal information. The Union further agrees that when disposing of, or storing this information it shall take care that this information is transported, stored or destroyed in a secure manner.
- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.
- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability, which the Employer may incur as a result of such deduction.
- 4:05** The Employer shall include the amount of union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Article 5 Union Representation

- 5:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) calendar days of any change or changes in Union Representation.
- 5:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.
- 5:03** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during his/her leave of absence and for any other extra cost incurred by the Employer.
- Except in cases of emergency, at least **three (3)** days advance notice of request for such leave will be given by the employee or the Union.
- 5:04** Stewards and employees shall not conduct union business during their working time.
- 5:05** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 5:06** For complaints of an urgent nature, a Steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor. Such permission shall not be unreasonably sought or withheld. On resuming the Steward's normal duties, the Steward shall notify the steward's supervisor.

- 5:07** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and the employee shall notify their supervisor(s).
- 5:08** A bulletin board for the use of the Union, which is accessible by all employees, will be provided by the Employer. All material posted must be submitted to the Director of Administration or designate and is subject to his/her approval. Approval shall not be unreasonably denied.
- 5:09** The Employer agrees to advise all new employees that a Collective Agreement is in effect. On commencing employment the new employee shall receive fifteen (15) minutes with a union representative to be provided any information and orientation the new employee requires.

Article 6 Grievance Procedure

- 6:01** A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of the Agreement.
- 6:02** An earnest effort shall be made to settle grievance fairly and equitable 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 procedure without prejudice to their respective positions.
- 6:03** Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off without loss of basic pay to meet with the Employer for the purpose of processing grievances. The meetings will be held at such time so that the employee's job performance is not affected. Such permission shall not be unreasonably withheld.

6:04 Discussion Stage

Within fourteen (14) calendar days of the occurrence of the grievance, the employee shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit.

6:05 Step One

If the grievance is submitted but not resolved within fourteen (14) calendar days from the time the grievance was first discussed with the supervisor, the grievor and/or the Union representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing with the redress requested to the Executive Director or designate.

6:06 Step Two

Failing settlement of the grievance within fourteen (14) calendar days after submission under Step 1, the Union may, within the next ensuing fourteen (14) calendar days, submit the grievance in writing with the redress to the Executive Director or designate.

6:07 The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

6:08 An employee may choose to be accompanied by a Union representative at any stage of the grievance procedure.

6:09 Policy grievances shall be submitted at Step Two.

6:10 Grievances concerning demotion, dismissal or suspension shall be submitted at Step Two.

Article 7 Arbitration Procedure

7:01 Failing settlement of the grievance within fourteen (14) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

- 7:02** 7:02 Unless both parties agree to the selection of a sole arbitrator within fourteen (14) calendar days following the matter being referred to arbitration, each party shall in the next fourteen (14) calendar days, give notice to the other party in writing naming its nominee to the Arbitration Board.
- 7:03** The two (2) named members of the Board shall, within fourteen (14) calendar days, name a third member of the Board who shall be Chairperson.
- 7:04** In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 7:05** The Arbitration Board or 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.
- 7:06** The Arbitration Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within fourteen (14) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- 7:08** **Clarification on Decision**
Within fourteen (14) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Arbitration Board or the Sole Arbitrator, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within fourteen (14) calendar days, the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

7:09 Expenses of the Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints.
- (b) One-half (1/2) of the fees and expenses of the chairperson or sole arbitrator.

7:10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

7:11 The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

Article 8 Seniority

8:01 Seniority for employees shall be defined as accumulated length of regular hours since the last date of employment with the Employer.

8:02 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; (i.e. vacation, bereavement leave, jury duty);
- (b) Paid income protection;
- (c) Any period in which the employee is in receipt of Workers Compensation up to twelve (12) months.

8:03 Seniority will terminate if an employee:

- (a) Resigns;
- (b) Retires;
- (c) Is discharged and not reinstated;
- (d) Is laid off and fails to report for duty as instructed;
- (e) Is laid off for more than twelve (12) months;

- (f) Fails to report for work as scheduled at the end of an approved leave of absence or suspension, without satisfactory explanation to the Employer;
- (g) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

8:04 Based on the average number of hours paid at the employee's regular rate of pay in the previous twenty-eight (28) days, 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 except those reference in 8:04 (e);
- (e) Is on an unpaid leave of absence due to injury or illness, which may be compensable by Workers Compensation, MPI, or LTD for a period of up to twelve (12) months from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out of scope position.

8:05 Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks; except those referenced in 8:05 (b);
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI, or LTD for a period of more than twelve (12) months from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twelve (12) months;

- (d) Is on the trial period in an excluded position as defined in Article 1:02.
- 8:06** A seniority list of all employees including the total seniority hours since the last day of entry into the service of the Employer shall be prepared by the Employer at an effective date of December 31st of each year. This list will be posted on the employee's bulletin board no later than March 31st of each year.
- 8:07** The list shall be open for correction for a period of twenty one (21) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty one (21) calendar days, the above seniority list, as corrected within such twenty one (21) calendar days, shall be considered to be the accurate seniority list and shall not be subject of further changes until the next posting.
- 8:08** **Seniority for “temporary or contingent term employees” will be retained if a term period expires and the employee is rehired within eight (8) weeks of the last day worked.**

Article 9 Hours of Work

- 9:01** Regular hours of work for all full time employees, will be:
- (a) Eight (8) hours per day excluding meal periods;
 - (b) Eighty (80) hours bi-weekly; or
 - (c) In accordance with Article 9:04
- 9:02** Employees working a minimum of eight (8) hours in accordance with Article 9:01, shall receive two (2) paid rest periods of fifteen (15) minutes duration and one (1) unpaid meal period during each shift except as provided for in Article 9:04.
- 9:03** When required to remain with clients and confined to the premises, employees working a minimum of eight (8) hours, in accordance with Article 9:01 shall receive two (2) rest periods of fifteen (15) minutes duration and one (1) paid meal break as determined by the Employer.

- 9:04** The shift schedule shall not exceed one hundred sixty (160) hours in a four (4) week cycle. Employees shall be eligible for overtime pursuant to Article 10 when an employee's paid hours of work at her regular rate of pay exceeds one hundred sixty (160) hours in the four (4) week cycle. Employees will get approval of scheduled hours and days of work during the four (4) week cycle from supervisors and report changes as they occur not exceeding 160 hours or four (4) weeks. Schedules shall be posted four (4) weeks at a time at least two (2) weeks in advance and employees shall be given two (2) weeks' notice of any change to regular and posted schedule.
- 9:05** Upon mutual agreement between the Employer and an employee, an employee may work an extended/alternate work day in order to provide services to residents or related community groups or to accommodate personal need, within reason. Requests based on personal need will be made in writing and placed on file. All hours worked on an extended/alternate day shall be used to effect a shorter work week and shall be taken back within four (4) weeks following the date on which the extended/alternate day occurred. Overtime does not apply to employees working extended/alternate days.
- 9:06** Request for interchanges in posted shifts shall be submitted in writing to the Employer for approval no less than seventy-two (72) hours prior to the beginning of the shift, and shall be co-signed by the employee willing to exchange shifts with the applicant. It is understood that any change in shift approved by the Employer shall not result in overtime costs to the Employer.
- 9:07** Except for training positions or evaluation and subject to operational requirements, employees existing shift may be changed only by mutual agreement between the employee and the Employer. The foregoing however shall not apply to instances of staff replacement or to emergency situations beyond the control of the Employer.
- 9:08** For identification purposes, a day shall be defined as the twenty-four (24) starting at 12:00 a.m. and ending at 11:59 p.m.

For the purposes of calculating overtime, where a shift begins prior to 11:59 p.m. and ends after 12:00 a.m., all hours worked will be included in the day in which a majority of the shift was worked.

- 9:09** Full-time and part-time employees working day and evening shifts shall be assigned every second (2) weekend off, weekend being defined as Saturday and Sunday. Full-time night employees shall be assigned every weekend off. By mutual agreement and with the Employer's approval, employees may alternate the weekends on which they are not required to work.
- 9:10** Travel time shall be included in calculating the hours of work as outlined in 9:01. This does not include travel to or from an employee's residence to work.

Article 10 Overtime

- 10:01** Overtime shall be time authorized by the Employer which exceeds the time worked as specified in Article 9 (Hours of Work). Authorization must be obtained prior to the start of any overtime work.
- 10:02** Overtime shall be compensated at one and one-half (1 ½) times the basic rate of pay.
- 10:03** By mutual agreement between the Employer and the employee overtime may be compensated by granting of equivalent time off at applicable overtime rates.
- 10:04** When overtime is required, it shall be offered to:
- (a) The person involved in the situation currently;
 - (b) The most senior person assigned to the client's case;
 - (c) The most senior qualified employee available at the time the overtime is offered.

- 10:05** An employee required by the Employer to attend in-service meetings or staff meetings outside her regular working hours shall be paid straight time rates for time spent in attendance at in-service meetings or staff meetings or be given equivalent time off if mutually agreed to between the Employer and the employee. Failing agreement, payment at straight time rates shall apply.
- 10:06** Shifts worked when time switches from Central Standard Time to Central Savings Time and vice-versa shall be paid at straight time rates for actual hours worked.

Article 11 Salaries and Increments

- 11:01** The granting of increments under this Article shall be contingent upon the employee having performed her duties satisfactory to the Employer.
- 11:02** Salaries shall be paid bi-weekly to each employee in accordance with his/her pay grade listed in Schedule "A".
- 11:03** Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date. When an unpaid leave in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of leave.
- 11:04** The anniversary date of an employee means the employee's date of employment with the Employer.
- 11:05** A full time employee shall be eligible to receive an increment in salary on their anniversary date; however if moving from part-time to full-time, their new anniversary date will become the date on which they complete 1500 regular hours of service since their last increment was granted.
- 11:06** A part time employee shall be eligible to receive an increment in salary on their anniversary date subject to the completion of 1500 regular hours of service. A part-time employee shall be eligible to receive their next increment once they have worked 1500 hours from the receipt of their last increment. A part-time employee is only eligible to receive a maximum of one increment within any twelve (12) month period.

Article 12 Probation

- 12:01** All new full-time employees shall be on probation for three (3) calendar months with provision for an extension of the probationary period for an additional three (3) month period. All new part-time employees shall be on probation for six (6) calendar months with provision for an extension of the probationary period for an additional three (3) month period. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. Disciplinary action during the probation period is neither grievable or arbitrable.
- 12:02** An employee shall be notified in writing of any extension of the probation period under 12:01 above prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union Representative present.
- 12:03** **“Temporary or contingent term employees” will not be required to serve a probationary period if a term period expires and the employee is rehired within eight (8) weeks of the last day worked.**

Article 13 Performance Assessment

- 13:01** Where the facility makes a written assessment of an employee’s work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that he/she has read and understands the contents. The employee may respond in writing to the assessment, which shall become part of his/her record.

An employee’s response to the substance of the written evaluation must be in writing and submitted to the Employer within seven (7) calendar days from the date of the employee’s acknowledgement of the evaluation.

Article 14 Access to Personnel Files

14:01 Upon written request and at a mutually agreeable time, an employee shall be given the opportunity of examining his/her personnel file providing no part thereof is removed from the file. Upon written request the employee shall also receive an exact copy of any document forming part of his/her file. The employee has the option to have a Union Representative present.

14:02 There shall be one (1) personnel file maintained by the Employer for each employee.

Article 15 Vacancies, Promotions and Transfers

15:01 When filling a vacancy or new position, selections shall be based on qualifications, ability, and prior work performance. Where qualifications, ability and prior work performance are deemed to be relatively equal, seniority shall be the determining factor.

Placement of new employees on the union pay scale will be contingent on Degree or Certificates in a relevant field.

Once the job requirements are met the person will be granted placements on the scale as below, otherwise all new staff will be placed at step one:

- 2 year relevant school completed = 1 step increase or
- 3 year degree = 2 step increase
- Every 2 year experience = 1 step increase
- To a maximum of step 4 (all above combined)

15:02 Upon promotion, an employee shall be paid a rate in the higher salary range within the salary schedule that is, if possible, not less than one increment above the former salary. Increments due within twelve (12) months immediately following the promotion shall also be granted.

15:03 During a trial period, if the employee proves to be unsatisfactory in the new position, or if the employee wishes to revert voluntarily, the employee shall be returned to the former classification without loss of seniority. This shall only apply when both positions are unionized.

- 15:04** Conditional upon satisfactory performance, the employee, other than a term employee, shall be declared permanent after the probation period.
- 15:05** An employee other than a term employee, who accepts a term position, will be returned to her former position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 15:06** Notices for the position vacancies within the Facility shall be posted in an area readily accessible to all staff at any time of the day or night.
- 15:07** Where an employee is demoted from a position in a higher grade to a position in a lower grade, he/she shall be placed on the same increment step of the lower graded position as that he/she attained in the higher graded position.
- 15:08** New employees with less than six (6) months service in a given position with the Employer, will be eligible for promotion or transfer solely at the discretion of the Employer.
- 15:09** (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. The Employer may elect to advertise externally at the same time and selection shall be in accordance with Article 15:01.
- (b) All job postings shall be forwarded to employees via work email as well as posted in the workplace.
- (c) No external applicants shall be considered until all internal applicants have been considered for any position posted in accordance with Article 15:09.

When a position becomes vacant, and the Employer chooses not to fill the vacancy, the Employer shall notify the Union.

- 15:10** As per the posting provisions contained in Article 15:01, the Employer will select the person for the position and will endeavour to post the name within ten (10) calendar days of selection.

- 15:11** In the event that an employee's days off extend beyond the seven (7) calendar days as specified in 15:09, she shall have the right to submit her application for a posted position on the first day of her return to work, but applications shall be considered at the discretion of the Employer if submitted later than ten (10) calendar days following the posting.
- 15:12** Unsuccessful applicants may request the reasons for non-selection from the Employer. Such request shall be made in writing and the Employer shall provide the reasons in writing within ten (10) calendar days of receiving the request.

Article 16 Changes in Classification

- 16:01** When a new position is created within the bargaining unit the Employer agrees to provide a position description to the Union within three (3) months or prior to the position being posted, whichever comes first. The new job description shall be posted along with the new position posting and made available to all internal staff.

Article 17 Disciplinary Action

- 17:01** No employee shall be disciplined or dismissed without just cause.
- 17:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if he/she so desires.
- 17:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 17:04** Where an employee is suspended or dismissed as per 17:03 above, a copy of the written notice to the employee will be sent to the Union Representative.

17:05 In instances where the Employer deems it in the best interest of the workplace, or an individual, that an employee be placed on a leave pending the outcome of an investigation, such leave shall be with pay.

Article 18 Layoff and Recall

18:01 In the event of a layoff, employees other than probationary and temporary **term** employees, shall receive three (3) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.

18:02 The Employer shall determine the classification from which a layoff is to occur. Employees shall be laid off from their occupational classification in reverse order of seniority **from the current date of hire** providing the qualifications of the employees are relatively equal.

18:03 An employee who is laid off shall be entitled to exercise her seniority **from the current date of hire** to bump into any classification within the scope of this Agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work, or she may choose to accept layoff.

18:04 An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.

18:05 Employees laid off in accordance with Article 18:01 shall be recalled by order of seniority **from the current date of hire** to available positions in equal or lower paid occupational grade/classification provided they are qualified to perform the required work.

18:06 To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further during the layoff period, must inform the Employer immediately of any address changes.

- 18:07** As per Article 18:06, the employee must communicate with the Employer within seven (7) calendar days of her notice of recall being delivered to her recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 18:08** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 18:07;
 - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
 - (c) A twelve (12) month period has elapsed since the date of layoff.
- 18:09** A laid off employee shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 18:10** Accumulated vacation entitlement shall be paid out at time of layoff, unless the parties agree otherwise.
- 18:11** An employee who is absent from work due to an approved leave of absence shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement, except that she shall not be expected to return to work prior to the expiry of her leave of absence.
- 18:12** Where an employee alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply, except that the grievance shall be initiated at the second step of the procedure.

Article 19 Terminations

- 19:01** An employee may terminate her employment with Sara Riel Inc. providing notice at least:

- (a) One (1) week before the date of termination, if the employee's service is less than one (1) year or;
- (b) Two (2) weeks before the date of termination, if the employee's service is one (1) year or more.

19:02 Employment may be terminated by the Employer with written notice provided as follows:

Period of Employment	Notice Period
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) year and less than five (5) years	four (4) weeks
At least five (5) years and less than ten (10) years	six (6) weeks
At least ten (10) years	eight (8) weeks

Employment may be terminated with less notice:

- (a) By mutual agreement between the Employer and the employee; or
- (b) During the probationary period of a new employee; or
- (c) In the event an employee is dismissed for just cause.

19:03 The Employer may deduct from an employee's final pay an amount equal to the employee's basic pay for the period the employee gives inadequate notice of resignation.

19:04 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date. Failure to return assigned items may result in the cost of such items being deducted from the employee's final pay.

19:05 The Employer will make available within seven (7) days after termination, all statutory amounts and documents due to the employee.

Article 20 General Holidays

20:01 The following are recognized as general holidays for purpose of this Agreement:

New Year's Day	Terry Fox Day (formerly civic holiday)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

20:02 (a) Full or part-time employees who are required to work on a statutory holiday will receive one and one half (1 ½) times regular pay for all hours worked on a holiday listed in 20:01 and shall receive one (1) day off at the basic rate of pay or prorated based on actual hours worked. The day off will be scheduled within thirty (30) days following the holiday, subject to operational requirements.

(b) All full and part-time employees are eligible for pay on a general holiday regardless of their length of employment. If not scheduled to work, general holiday pay is five percent (5%) of an employee's total wages in the four week period immediately before the holiday. Overtime is not included in this calculation.

20:03 Calculation of hours worked at one and one half (1 ½) times regular pay on a general holiday will be between the hours of 0001 to 2400 on the day of the general holiday. Employees will be paid regular pay for the portion of the shift that precedes or follows the general holiday.

20:04 If a general holiday falls on the scheduled day off of an employee, the employee shall receive one (1) day off at the basic rate of pay or prorated based on actual hours worked in lieu of the general holiday.

20:05 If a general holiday falls on a day in which the employee is on vacation leave, the employee shall be granted another day off in lieu of the general holiday.

- 20:06** Notwithstanding Article 20:02 full-time employees shall be allowed to retain up to three (3) alternative days off in lieu of general holidays, for the purpose of taking such time off for personal reasons such as religious observance or special occasion, at a time mutually agreed to between the employee and the Employer. The employee shall submit her request for time off at least four-weeks ahead of the day(s) requested. Approval will be based on operational requirements and will be granted if reasonably possible.
- 20:07** Anyone who works on Christmas Eve, 12:01 pm to 11:30 pm within the twenty-four (24) MOA, will be provided with four (4) hours of time in lieu within the next four (4) weeks. Individuals who work outside of the twenty-four MOA scope will receive the afternoon off with pay should it fall on or between Monday and Friday. Individuals working part time who are scheduled to work on Christmas Eve may make a request to their direct supervisor to take equal time off that is prorated to their EFT. Christmas Eve is not considered a general holiday.

Article 21 Vacation

- 21:01** The vacation year shall be from the 1st day of April in one year to the 31st of March of the next year.
- 21:02** An employee who has completed less than one (1) year's continuous employment as of March 31st will be granted vacation based on a percentage of the regular hours worked in the new vacation year.
- 21:03** Annual vacation shall be earned at the rate of:
- Fifteen (15) working days per year commencing in 1st year of employment.
- Twenty (20) working days per year commencing in 4th year of employment.
- Twenty-five (25) working days per year commencing in 9th year of employment.
- Thirty (30) working days per year commencing in 14th year of employment.

Vacation entitlement for the vacation year following completion of the fourth, ninth and fourteenth year of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

- 21:04** Part-time employees shall earn vacation on a pro-rata basis in accordance with Article 33 (Part-time Employees).
- 21:05** The Employer will post a projected vacation entitlement list not later than March 1st. Employees shall indicate in writing their preference as to vacation dates by March 31st.
- An employee who fails to indicate their choice of vacation by March 31st shall not have preference in the choice of vacation time where other employees have indicated preference.
- The Employer will post the approved vacation schedule by April 30th.
- 21:06** If a paid holiday falls on or is observed during a full-time employee's vacation period, an additional day of paid vacation shall be provided.
- 21:07** All requests for vacation leave will be subject to approval of the supervisor or designate.
- 21:08** Vacation credits earned must be utilized before the end of the next vacation earning period as per Article 21:01
- 21:09** Vacation entitlement will be payable at the employee's basic rate of pay.
- 21:10** Where an employee is in receipt of Workers Compensation Benefit's during his/her period of vacation, there shall be no deductions from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year.

21:11 If an employee is under a doctor's care during her vacation and can provide medical proof of same, the Employer, at its discretion, may grant sick leave to cover the period. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually satisfactory to the employee and the Employer.

Article 22 Income Protection

22:01 The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide illness or injury which is not eligible for compensation from either the Workers Compensation Act or the Manitoba Public Insurance as a result of a motor vehicle claim. An employee shall be entitled to regular basic pay to the extent that she has accumulated income protection credits.

22:02 Employees are required to make medical or dental appointments during non-scheduled working hours. Where this is not possible due to specialist appointments or availability of regular practitioners during working hours, the employee may access accumulated income protection to a maximum of six (6) hours per fiscal year provided they inform their Supervisor immediately upon learning of the specialist appointment.

22:03 Income protection credits for full time employees shall accumulate at the rate of ten (10) hours for each full month of service. Income protection credits will accumulate to a maximum of nine hundred and sixty (960) hours. Part time employees will receive pro-rated income protection credits based on the total number of regular hours paid in the month.

22:04 Employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to due to illness or injury.

22:05 An employee who is unable to report to work due to illness or injury shall inform her supervisor prior to the commencement of her next scheduled shift(s) and will delegate all activities for the day and cancel due to illness. All on-line calendars will be shared with supervisors in order to delegate activities.

An employee who fails, without acceptable explanation to give notice as specified above will not be entitled to receive income protection benefits for the shift(s) in question and may be subject to disciplinary action.

22:06 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the validity of any claim for income protection and as proof of the employee's fitness to return to work. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits or to resume work duties.

- (a) When the Employer requires a medical certificate to verify an absence due to illness the Employer shall pay for the certificate.
- (b) It is the responsibility of the employee to provide sick leave notes to the Employer after five (5) days absence and prior to the expiration of the last sick note on file. The first sick note will be Employer paid. All subsequent medical updates will be employee paid.
- (c) If staff are on a medical leave of absence or request a medical leave of absence the employee is responsible to pay for and provide medical updates and return to work notification to the Employer. Five (5) days without updated medical notification or contact with the Employer to provide the date of next medical appointment will be seen as a voluntary resignation.

22:07 Should an employee exhaust all of the income protection credits accrued on their behalf, they may make a request in writing to their supervisor and copy payroll asking for payment from their vacation accruals (providing they have a balance in the vacation accruals) to top up their pay. This request is required two (2) days prior to payroll run.

- 22:08** During the probationary period, as per Article 12 (Probation), an employee may claim accumulated income protection credits. However, should an employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.
- 22:09** An employee may use up to six (6) days income protection in any one (1) calendar year for illness of a spouse, child or parent or in the case of a family emergency. Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and twelve (12) days in each year of employment thereafter. If income protection credits are exhausted a request can be made to use vacation time or to take time as unpaid leave. Requests will not be unreasonably made or denied.
- 22:10** **Wellness Incentive**
- (a) For Full time Employees who are primarily assigned 8 hour shifts, and who use 8 hours or less of income protection credits (excluding the reasons listed in 22:09) within a six (6) month period will earn one (1) day of bank time to be taken at a mutually agreeable time.
 - (b) For full time employees who are primarily assigned 12 hour shifts and who use 12 hours or less of Income Protection Credits (excluding the reasons listed in 22:09) within a 9 month period will receive 12 hours of banked time to be taken at a mutually agreeable time.
 - (c) For part-time employees, the amount of time off will be pro-rated to EFT.
- 22:11** **Personal Leave Days**
- An employee shall be allowed to use up to two (2) days income protection for personal leave days in any one (1) calendar year. Use of personal leave days will not be counted as income protection use when calculating eligibility of the wellness incentive.**

Article 23 Leave of Absence

23:01 Leave of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to their supervisor at least thirty (30) calendar days in advance, specifying the reason for the requested leave and the proposed dates of departure and return.

23:02 **Parenting Leave**

Parenting leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

(a) **Maternity/Parental Leave**

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

- (i) An employee must have completed seven (7) months as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the twenty-second (22) 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.
- (iii) The employee provides the Employer with a certificate from a duly qualified medical practitioner, certifying that she is pregnant and specifying the estimated date of delivery.
- (iv) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (v) 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 approved by the Employer.

(b) Parental Leave - Paternity

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

- (i) He becomes the natural father of a child and assumes actual care and custody of his child.
- (ii) He has completed seven (7) months employment as of the date of the intended leave.
- (iii) 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 in which the employee intends to commence the leave.
- (iv) 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.

(c) Parental Leave - Adoption

An employee shall receive Parental Leave of up to thirty-seven (37) weeks without pay, 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) day's notice provided that the 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.
- (iii) An employee has completed seven (7) months employment as of the date of the intended leave.
- (iv) 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.

- 23:03** 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 her/his return. On return from Maternity and/or Parental Leave, the employee shall be placed in her/his former position and shift scheduled at the same increment step.
- 23:04** An employee may end her/his parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in her/his former classification and shift scheduled at the same increment step.
- 23:05** An employee who is absent from work for more than two (2) days without notifying the Supervisor or person in charge at the time, of the reasons for her absence shall, at the discretion of the Employer, be considered to have resigned from the service of the Employer effective the last day worked. Similarly, any employee who does not return from an approved leave of absence within two (2) days of the approved date without notifying the Supervisor or person in charge at the time, of the reasons for her absence shall, at the discretion of the Employer, be considered to have resigned from the service of the Employer. This article does not permit an employee to take leaves of absence of two (2) days or less without obtaining prior approval as outlined in Article 23:02.
- 23:06** **Jury Duty/Court Leave**
The Employer shall grant paid leave to employees who are selected to serve as a juror or who are required to appear in court for any purpose not arising out of the employee's own action. All juror fees shall be forwarded to the Employer to offset the cost of such leaves. Employees are entitled to retain reimbursement from the court for personal expenses incurred (i.e. meal allowances, parking costs).

Article 24 Bereavement Leave

- 24:01** An employee shall be entitled to bereavement leave of up to five (5) working days without loss of pay in the event of the death of a parent, step-parent, spouse, common-law spouse, same sex partner, child (including step child), grandchild, mother-in-law, father-in-law, brother, sister, step brother, step sister, grandparent, legal guardian or any other relative who was residing in the home at the time of death.
- 24:02** An employee shall be entitled to bereavement leave of up to two (2) working days without loss of pay in the event of the death of sister-in-law, brother-in-law, son-in-law, and daughter-in-law, uncle, aunt, nephew, niece, or spouse's grandparents as well as in the event of a loss of pregnancy.
- 24:03** An employee shall be entitled to bereavement leave of up to one (1) working day without loss of pay in the event of the death of a pet or to attend a funeral as a mourner, subject to management approval.
- 24:04** Bereavement leave may be extended by up to a maximum of two (2) additional days without loss of pay for travel time, requested for the purpose of attending a funeral in excess of five hundred (500) kilometres from Winnipeg.

Article 25 Compassionate Care

- 25:01** An Employee who has been employed by the Employer for a minimum of thirty (30) days shall be granted unpaid leave of absence for a period of up to eight (8) weeks to provide care or support to a seriously ill family member. Entitlement to such leave and the meaning of the term "family member" will be subject to the provisions of Section 59.2 of the Employment Standards Code of Manitoba.
- 25:02** In order to be eligible for compassionate care leave, the employee must provide the Employer with a physician's certificate stating that:
- (a) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the earlier of

either the date the certificate was issued or the date the leave commenced;

(b) That the ill family member requires the support of one (1) or more family members.

25:03 No period of Compassionate Care Leave may be for less than one (1) week duration. An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks. The period of leave must end no later than twenty-six (26) weeks after the day the first period of leave began.

25:04 Where possible, the employee shall provide the Employer with at least two (2) weeks' notice of her request for Compassionate Care Leave.

25:05 An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time-off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

25:06 Seniority shall accrue as per Article 8 (Seniority).

Article 26 Employee Benefits

26:01 The following benefits shall continue to be provided to full time and part time employees who meet the minimal hours required by the plan and shall be subject to the existing terms and conditions of the policies and contracts in force. The sole obligation of the Employer with respect to the benefits set forth in the article is to pay premiums or to make contributions based on an employer and employee cost share of 50/50 for the Dental, Extended Health Care and Long Term Disability.

During an unpaid leave of absence members have the option to waive or continue their benefit coverage under the Life Insurance, Healthcare and Dental Plans and LTD. Members also have the option to pay pension

contributions to maintain their credited service provided they make the election to prepay prior to commencing the unpaid leave of absence.

26:02 Dental Plan

The parties agree the Dental Plan will continue to be made available for eligible employees. Participation in the plan is compulsory based upon the terms of the Dental Plan and upon completion of a three (3) month wait period.

26:03 Group Extended Health Care Plan

The parties agree that the Group Extended Health Care Plan will continue to be made available for all eligible employees. Participation in the plan is compulsory based upon the terms of the Group Extended Health Care Plan and the completion of a three month wait period.

26:04 Long Term Disability

The Long Term Disability plan will continue to be made available for all eligible employees. Coverage is available upon completion of the three month wait period.

26:05 Employment Assistance Plan (EAP)

The EAP will continue to be made available for all eligible employees. Coverage of the plan is effective upon the completion of a three month wait period.

26:06 Group Life Insurance

The Group Life Insurance plan will be made available for all eligible employees. Coverage is in effect after the completion of three months service. The employer pays for the first unit, optional units are available at premium costs to the employee.

26:07 Pension Plan

The parties agree that the Pension Plan will continue to be made available for all eligible employees in accordance with the existing policies and pension plan text in force. The Employer will match contribution to the plan (5% to yearly maximum pensionable earnings, 6.6% thereafter).

Article 27 Labour Management Committee

- 27:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.
- 27:02** The Committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. Either party may have an external representative attend a Labour Management Committee meeting subject to reasonable notice prior to the scheduled date of the meeting. The parties shall co-chair this committee and shall chair alternate meetings.
- 27:03** Whenever possible Labour Management meetings shall be scheduled during working hours. Where it is necessary to schedule a meeting outside of working hours, employees will be compensated at straight time hours with the option to bank hours. Such banked hours shall be taken within thirty (30) calendar days of the meeting unless otherwise mutually agreed.
- 27:04** The parties will meet quarterly at a time and place mutually agreeable to both parties ensuring no additional cost to the Employer.
- 27:05** 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 decisions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 28 Health and Safety

- 28:01** The Employer agrees to comply with The Workplace Safety and Health Act and applicable regulations.

28:02 The Employer and the Union recognize the importance of maintaining a Workplace Safety and Health Committee to enhance the ability of employees and management to resolve health and safety concerns. The Employer and the Union may have equal representation however at no time will the Employer representation exceed that of the Union.

Article 29 Technological Change

29:01 The Employer and the Union recognize that technological change can effect significant improvements in the quality and quantity of health care services provided to the public.

29:02 For purposes of this Article, technological change means the introduction of equipment or material into the Employers' operations, which is likely to affect the security of employment of permanent employees.

29:03 The Employer agrees that it will endeavor to introduce technological change in a manner, which, as much as practicable, will minimize the disruptive effects on services to the public and employees.

29:04 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) The Employer will provide the Union with ninety (90) days' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) Where retraining is to be provided to employees, the affected employees will be paid at their regular rate of pay for the time spent in such training.

29:05 The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84, and 85 of The Labour Relations Act do not apply during the term of this agreement.

Article 30 Contracting Out

- 30:01** The Employer shall give all reasonable consideration to provide continued employment to employees who would otherwise become redundant because work is contracted out.
- 30:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The Employer will provide the Union with, ninety (90) days' notice.
 - (b) During the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities.

Article 31 Non-Discrimination

- 31:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, nationality, ancestry, place of origin, or union activity, except as may be allowed under the Manitoba Human Rights Code.
- 31:02** **Harassment**
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 strict confidence by both the Employer and the Union.
- 31:03** Any matters related to the allegation of harassment shall be dealt in accordance with the Sara Riel Workplace Harassment Policy and as may be modified from time to time.

Article 32 Duration of Agreement

- 32:01** (a) This Agreement shall be in full force and effect from April, 1, 2019 to March 31, 2020.

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

32:02 Should either party to this Agreement desire to amend or terminate this Agreement or negotiate a new Agreement, such party shall notify the other party in writing of this intention not more than ninety (90) calendar days prior to the expiration date hereof. Initial proposals shall be submitted within thirty (30) calendar days of notice to negotiate or within such further time as may be agreed to by the parties.

32:03 This agreement may be amended during its term by mutual agreement.

32:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of the Agreement.

32:05 If notice is given under Article 32:02, negotiations shall commence not more than sixty (60) calendar days prior to the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement.

32:06 The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.

Article 33 Part-time Employee

33:01 **Formula for pro-rating:**

For the purpose of calculating the entitlement to benefits, the factor used shall be determined by totaling the number of regular paid hours and dividing by the annual full-time hours for the position as follows:

Hours Paid at Regular Rate of Pay X Entitlement of a full-time employee
 Full-time hours

33:02 Income Protection

Part-time employees shall accumulate income protection benefits in accordance with pro-rating formula. Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to due to illness.

33:03 Vacation

Part-time employees shall earn vacation credits in accordance with the pro-rating formula. 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.

33:04 General Holidays

A part-time employee's eligibility for a general holiday shall be determined in accordance with Article 20 (General Holidays).

33:05 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 10 (Overtime).

33:06 Increments

Salary increments shall be granted after the completion of fifteen hundred (1500) regular hours from the date of their last increment or start date and the completion of one (1) calendar year of service, whichever occurs last, subject to satisfactory service as determined by the Employer.

Article 34 Use of Privately Owned Vehicles

34:01 An employee who is required to use their own vehicle for the business of the Employer shall be responsible for arranging and paying insurance coverage for this purpose as may be required by MPI and such insurance shall include a minimum of one million dollars (\$1,000,000.00) public liability and property damage. Such an employee will be required to furnish satisfactory proof to the Employer that such insurance has been obtained

In the event that the Employer requires an increased amount of public liability and property damage insurance for such an employee, the Employer shall reimburse the cost difference between the current one million dollars (\$1,000,000.00) coverage and any increased coverage.

34:02 All employees who are authorized to use their own vehicles shall be reimbursed for mileage travelled on Employer business, upon providing a valid expense claim, at the rates set out in Article 35:04 of this Agreement.

34:03 In the event that an employee’s vehicle is damaged by a client, the Employer shall reimburse the employee’s deductible up to a maximum of two hundred dollars (\$200.00).

Article 35 Travel and Expense Reimbursement

35:01 Meals shall be reimbursed up to the following maximum amounts, after submission of receipts for all requested reimbursement, as follows:

Effective Upon Ratification

Meals	Breakfast	Lunch	Supper	Daily Max
N of 53rd	7.35	9.35	16.90	33.60
S of 53rd	6.85	8.85	15.70	31.40

Receipts for meals must be provided while in travel status. For each full day in travel status, an employee may claim up to the Daily Max reimbursement to cover the cost of purchased meals or groceries, in lieu of individual meal claims.

- 35:02** Employees traveling on Sara Riel Inc. business are entitled to a standard hotel room.
- 35:03** Employees whose duties require them to be away from their primary work location during a meal period shall be entitled to reimbursement as outlined in 35:01 provided:
- (a) He is outside his routinely assigned area of duties.
 - (b) He has the approval of his direct supervisor or designate to do so.
- 35:04** Mileage for vehicle travel in the course of employment shall be reimbursed at the following rates:
- Effective Upon Ratification:
\$0.42 per kilometer
- 35:05** Out of pocket expenses - Reasonable out of pocket expenses will be reimbursed for items including parking and taxi fare.
- 35:06** Other meal or transportation expenses sought for reimbursement must be pre-approved by the employee's Supervisor in advance.
- 35:07** Claims for reimbursement must be a minimum of fifty dollars (\$50.00) prior to submission, unless no further claim is anticipated within thirty days of the expenses to be claimed. However, all claims for reimbursement, including claims below fifty dollars (\$50.00), must be submitted no later than ten days after end of the fiscal year in which the expense was incurred (April 1 of each year) or monthly depending on departmental needs.

Article 36 Civil Liability

- 36:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her while acting within the scope of his or her duties, provided such actions do not constitute gross negligence or disregard of duty, or do not constitute fraud or a malicious act or omission, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred to above, being commenced against him or her shall immediately advise the Executive Director or designate of any such notification or legal process.
- (b) The Employer shall pay any damages or costs and all legal fees up to the maximum allowed per incident by the Employer's insurance, awarded against any such employee in any such action or proceedings, subject to the Insurer's approval, if necessary.
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Executive Director and by the Insurer, if necessary, before it is finalized.
- (d) Upon the employee notifying the Executive Director in accordance with paragraph (a) above, the Employer shall forthwith notify the Insurer and arrange for referral of the matter to counsel approved by the Insurer, if necessary. The employee shall cooperate fully with appointed counsel. Should counsel not be acceptable to the employee, or if the employee fails to cooperate fully with counsel, the Employer shall not be responsible for payment of legal fees, damages, costs or settlement amounts.

Article 37 Organ Donation

37:01 An employee who has been employed for at least thirty (30) days is entitled to unpaid leave of up to thirteen (13) weeks for the purpose of donating an organ as outlined in the Employment Standards Code.

The provisions of The Employment Standards Code and any amendments shall apply to all terms and conditions of this leave, including duration, eligibility, and rights upon return to work.

An employee who has been granted leave for the purposes of organ donation shall, upon commencement of such leave, be granted up to ten (10) working days of income protection credits, to bridge the employee through the waiting

period for Employment Insurance benefits for leave for organ donation. The income protection leave shall be granted as long as the Federal government agency administering Employment Insurance benefits allows the income protection credits to bridge to the waiting period.

Article 38 Rehabilitation, Return to Work and Accommodation

- 38:01** The Employer and the Union agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees.
- 38:02**
- (a) The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.
 - (b) Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.
 - (c) Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer be waived.

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

Signed this 14th day of August 2019.

C'Kutau

On behalf of Sara Riel Inc.

Donna

On behalf of Manitoba Government
And General Employees' Union

Cameron Sundell

On behalf of Sara Riel Inc.

[Signature]

On behalf of Manitoba Government
And General Employees' Union

Memorandum of Agreement

between

Sara Riel Inc.

and

Manitoba Government and General Employees' Union

Re: Employment Services Program Term Staff

The parties agree that a term employee that works in the Employment Services on the basis of a grant, which may or may not be renewable, shall be covered by the provisions of the collective agreement except as follows:

Salary and benefits shall be subject to the availability of funding from the grant provider. Grants may or may not be renewable and therefore may affect the ability of the Employer to continue employment of contract employees.

The Employer shall use its best efforts to obtain a level of funding which will provide for salary and benefits in accordance with this Agreement.

If the Employer is unable to obtain sufficient funding, it shall not be required to provide salary and benefits pursuant to this Agreement. The Employer will advise the Union as to the level of funding obtained and will provide a document summarizing such funding.

The classification of positions funded by grants for the Employment Services Program is as follows:

Employment Specialist

Signed this 14th day of August 2019.

C. Kutan

On behalf of Sara Riel Inc.

Cameron Sundell

On behalf of Sara Riel Inc.

Donna

On behalf of Manitoba Government
And General Employees' Union

[Signature]

On behalf of Manitoba Government
And General Employees' Union

Memorandum of Agreement

between

Sara Riel Inc.

and

Manitoba Government and General Employees' Union

Re: Re-Certification Courses

The parties agree that when an employee is required to take re-certification of a course (including CPR/first aid) as a condition of employment, as determined by the Employer, an employee will be eligible for partial reimbursement on the following basis:

1. A full time employee must have completed two thousand and eighty (2080) regular hours of work and completed one (1) year of service, whichever occurs last.
2. A part time employee must have completed fifteen hundred (1500) regular hours of work and completed one (1) year of service, whichever occurs last.
3. The employee must obtain approval prior to enrolling in a re-certification course.
4. Upon satisfactory completion of the course the employee will be eligible for reimbursement of fifty (50) percent of the course cost. Such reimbursement shall be in accordance with the procedures established by the Employer.
5. When a course of study is on a scheduled day of work the Employer shall pay for such time at the basic rate of pay to a maximum of eight (8) hours per calendar year.

The Employer agrees to pay in full the cost of NVCII or ASSIST courses, required as a condition of employment.

Signed this 14th day of August 2019.

C. Kutau

On behalf of Sara Riel Inc.

Cameron Sundell

On behalf of Sara Riel Inc.

Donna

On behalf of Manitoba Government
And General Employees' Union

[Signature]

On behalf of Manitoba Government
And General Employees' Union

Memorandum of Understanding*between***Sara Riel Inc.***and***Manitoba Government and General Employees' Union****Re: Employees Hired to Work in Positions Within 24 Hour Programs**

The parties agree that, effective April 1, 2015, Articles 9, 10 and 20 are adapted in the following ways, specifically for employees who have been hired into positions which are deemed 24-Hour Programs by the Employer.

Article 1 Regular Hours of Work:

- 1:01** Regular hours of work for all full time, part time and casual employees will be up-to-twelve (12) hours per day (a “day” is defined in Article 9:08), and not exceeding eighty (80) hours in a two (2) week cycle/pay period.
- 1:02** Employees working in 24-hour programs may be scheduled to work eight (8) or more hour shifts that span more than one (1) day (as “day” is defined in Article 9:08). These employees will be provided the considerations outlined for employees working eight (8) or more hours per day.
- 1:03** **Breaks and Meals:**
Employees working a minimum of eight (8) hours per day, and who are required to remain on the premises and/or with clients, shall receive two (2) paid rest periods of fifteen (15) minutes duration and receive a paid thirty (30) minute meal period which shall be taken with the clients, and is considered to be a working part of the scheduled shift.

1:04 Where possible request for interchanges in posted shifts shall be submitted in writing to the Employer for approval no less than seventy-two (72) hours prior to the beginning of the shift, and shall be co-signed by the employee willing to exchange shifts with the applicant. Where this is not possible such requests shall not be unreasonably denied. It is understood that any change in shift approved by the Employer shall not result in overtime costs to the Employer

Article 2 Overtime

2:01 Overtime shall be time authorized by the Employer which exceeds twelve (12) hours, weekly of sixty (60) hours or four (4) week maximum of one hundred and sixty (160) hours has been reached. Authorization must be obtained prior to the start of any overtime work.

2:02 In a twenty-four (24) hour operation where an employee is single staffed, an employee cannot leave shift until the next employee has arrived or the replacement employee has arrived to ensure staff is on site.

2:03 **Mandated Overtime**

No employee shall be mandated more than once in a twenty-four (24) hour period or required to provide more than sixteen (16) hours of consecutive service (exclusive of sleepovers).

An employee required to stay on shift past sixteen (16) hours shall be compensated at the rate of two (2) times the basic rate of pay.

2:04 **Mandated Overtime Continued**

Staff who exceed a shift length of sixteen (16) hours shall be provided a minimum of eight (8) hours off before the commencement of their next shift without loss of pay based on their scheduled shifts.

It is understood that if all other options have been exhausted to find relief staff to prevent an employee from working in excess of sixteen (16) hours, it shall not be considered contracting out should the on-call or other staff be assigned.

Article 3 General Holiday Pay

3:01 A full time or part time employee who works the general holiday may request a paid day off in lieu of the General Holiday Pay. This request must be in writing and agreed to and approved by the Employer two (2) weeks in advance of the general holiday and taken prior to the ending of the two (2) week cycle/pay period in which the general holiday occurred.

Article 4 Income Protection

4:01 An employee who is unable to report to work due to illness or injury shall inform the staff on shift prior to the commencement of her next scheduled shift as follows:

- Prior to Day Shift One (1) Hour
- Prior to Evening Shift Two (2) Hours
- Prior to Night Shift Four (4) Hours.

An employee who fails, without acceptable explanation to give notice as specified above will not be entitled to receive income protection benefits for the shift in question and may be subject to disciplinary action.

Signed this 14th day of August 2019.

C. Kutau

On behalf of Sara Riel Inc.

Donna

On behalf of Manitoba Government
And General Employees' Union

Cameron Jurdall

On behalf of Sara Riel Inc.

[Signature]

On behalf of Manitoba Government
And General Employees' Union

Salary Scales

Salary Scales- April 1, 2019

Classification	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cleaner	2,080	12.39	12.77	13.16	13.55	13.96	14.38	14.81	
		25,771.20	26,561.60	27,372.80	28,184.00	29,036.80	29,910.40	30,804.80	
Community Mental Health Worker/Peer Support	2,080	15.27	15.73	16.22	16.73	17.22	17.74	18.28	18.83
		31,761.60	32,718.40	33,737.60	34,798.40	35,817.60	36,899.20	38,022.40	39,166.40
Employment Specialist	2,080	21.52	22.18	22.87	23.58	24.29	25.02	25.77	
		44,761.60	46,134.40	47,569.60	49,046.40	50,523.20	52,041.60	53,601.60	

Includes a 1.5% special wage adjustment for positions funded by the WRHA.