

# **Collective Agreement**

between

**Career Connections Incorporated**  
(hereinafter referred to as the “Employer”)

of the first part

and

**The Manitoba Government and General  
Employees’ Union**  
(hereinafter referred to as the “Union”)

of the second part

**April 1, 2009 - March 31, 2012**

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## **Article 1 Purpose**

- 1:01** The purpose of this Agreement is to promote cooperation and understanding and to establish a mutually agreeable relationship between the Employer, and the employees, and the Union; and further, the purpose herein is to provide a mechanism for prompt and equitable disposition of differences and grievances between the parties and to provide mutually agreeable wages, hours of work, benefits, and working conditions for employees covered by this Agreement, and for the future renewal and revision of this Agreement.

## **Article 2 Definitions**

- 2:01** "AGREEMENT" means this Collective Agreement between the parties hereto.
- 2:02** "CASUAL EMPLOYEE" means one whose work is irregular or non-recurring or does not follow a predetermined schedule of work on a regular and recurring basis.
- 2:03** "CLASSIFICATION" means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.
- 2:04** "CONTINUOUS SERVICE" or "CONTINUOUS EMPLOYMENT" means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee.
- 2:05** "CONTRACTING OUT" means an employee's position becomes redundant as a result of an outside agency being commissioned to do the work.
- 2:06** "DEMOTION" means a change of employment from one position to another having a lower maximum salary.
- 2:07** "DISMISSAL" means the removal, for disciplinary reasons, from a position for just cause.
- 2:08** "EMPLOYEE" means any person employed, at Career Connections Inc., within the scope of this Agreement.

- 2:09** “EMPLOYER” means Career Connections Inc., or the person authorized to conduct business on its behalf and of whom the Union has notice.
- 2:10** “LAYOFF” means to temporarily remove an employee from a position subject to the terms of this Agreement.
- 2:11** “OVERTIME” shall mean overtime authorized by the Employer or designate and where the term “overtime” is used in this Agreement it shall mean “authorized overtime”.
- 2:12** “PART-TIME” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:13** “POSITION” means a position of employment in the bargaining unit covered by this Agreement.
- 2:14** “PROMOTION” means a change of employment from one position to another having a higher maximum salary.
- 2:15** “TRANSFER” means the transfer of an employee from one position to another position having the same maximum rate of pay.
- 2:16** “UNION” means the Manitoba Government **and General** Employees’ Union.
- 2:17** “UNION STEWARD” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 2:18** Wherever the singular and masculine are used in this Agreement the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable

### **Article 3 Application of Agreement**

- 3:01** The Employer recognizes the Union, per Manitoba Labour Board Certificate No. MLB-5776, as the sole and exclusive bargaining agent for those employees within the bargaining unit as set forth herein.

- 3:02** This Agreement shall apply to all employees who are employed in the classifications set forth under Appendix “A1” with the exception of the exclusions set forth in 3:03.
- 3:03** The following positions are excluded from the bargaining unit and the terms of this Agreement:
- (a) Executive Director;
  - (b) Grant Employees who are hired for special projects, and whose wages are paid by an external agency (not from the Employer’s regular budget) and whose duties are not typical of employees covered by this Agreement;
  - (c) Casual Employees whose work is irregular or non-recurring or does not follow a predetermined schedule of work on a regular and recurring basis.
- 3:04** The category of employees in 3(b) and 3(c) shall not be used to create redundancy of positions or cause the loss of employment for existing employees in the bargaining unit.

### **Article 4 Management Rights**

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

### **Article 5 Labour Management Committee**

- 5:01** 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 at Career Connections Inc.

**5:02** 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 supercede the activities of any other 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 decisions or conclusions reached in their discussions. The Committee may make recommendation to the Union and the Employer with respect to its discussions and conclusions.

## **Article 6 Union Business**

**6:01** Leave of absence to attend to Union Business may be granted to employees under the following conditions:

- (a) Requests shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the Employer for approval.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leaves of absence have been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

**6:02** For time spent with the Employer representatives during negotiations to revise and/or renew this Agreement, the Union will be permitted to have one (1) employee present at each bargaining session on a fifty percent (50%) recovery basis to the Employer during the approved leave of absence.

**6:03** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

**6:04** Employees who are elected representatives of the Union and who attend jointly convened meetings with the Employer during regular hours of work shall be paid their normal remuneration while in attendance at such meetings.

- 6:05** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to Union affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer has the right to refuse to post or to remove the posting of any information.

## **Article 7 Union Security**

- 7:01** The Employer agrees to deduct from each employee the amount of regular bi-weekly dues payable to the Union and shall remit these dues to the known headquarters of the Union at the end of every second bi-weekly pay period. Dues shall be deducted from new employees during the first full bi-weekly pay period after becoming covered by the terms of this Agreement.
- 7:02** The Union shall notify the Employer, at least two (2) full bi-weekly periods in advance, of any changes to the amount of dues to be deducted.
- 7:03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Article 7:01 except for any claim or liability arising out of an error committed by the Employer.
- 7:04** The Employer shall provide the Union, in writing, not less than ninety days preceding the expiry date of this Agreement, the name, classification and rate of pay for each employee covered by this Agreement.

## **Article 8 Rights of Stewards**

- 8:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 8:02** The Employer recognizes the Union's right to select Stewards to represent employees.
- 8:03** The Union will provide the Employer with a list of Stewards and any subsequent changes. The Union will provide appropriate identification for Stewards.
- 8:04** Stewards and employees shall not conduct Union business during their working time.

- 8:05** 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.
- 8:06** For complaints of an urgent nature, a Steward shall obtain permission from his or her immediate supervisor before leaving his or her work to investigate the complaint with the employee and supervisor(s) concerned. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Steward shall notify his or her supervisor.
- 8:07** 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 employee shall notify their supervisor(s).

## **Article 9 Pay**

- 9:01** An employee who does not work during every working day in a bi-weekly pay period, and by reason thereof is not entitled to be paid an amount equal to a bi-weekly salary, is entitled to be paid an amount equal to the daily rate of pay for his or her position at his or her step multiplied by the number of days actually worked in that pay period plus any holiday(s) in that period for which the employee is entitled. The daily rate of pay shall be calculated by multiplying the hourly rate of pay as indicated in this Agreement by the number of hours in a normal working day and rounding the result to the nearest cent. The bi-weekly rate of pay shall be calculated by multiplying the hourly rate as indicated in this Agreement by the number of hours in a normal bi-weekly period and rounding the result to the nearest cent.
- 9:02** Where an employee is promoted to another position, he or she shall be paid at a rate of pay set out for that position in the pay plan that is, if possible, one full increment more than the rate of pay the employee was being paid in his or her former position.
- 9:03** The pay schedule will be attached as Appendix "A1" and shall be applicable to classifications contained therein.

**9:04** If an employee dies prior to leaving the employ of the Employer, the Employer shall pay to the employee's estate all amounts owing from that employee's wages, overtime, banked time, vacation, and such other monetary clauses of this Agreement.

## **Article 10 No Discrimination**

**10:01** There shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

## **Article 11 Sexual Harassment**

**11:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.

**11:02** Where an employee is of the opinion that he/she has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Employer. The complaint shall be marked "Personal and Confidential".

**11:03** The Employer or designate will endeavour to resolve the matter in an expeditious and confidential manner.

**11:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

**11:05** The Employer or designate, after investigating the complaint, shall have the authority to:

- (a) dismiss the complaint, or
- (b) determine the appropriate discipline and/or
- (c) take any action which in his or her opinion may be necessary.

**11:06** Where the Employer or designate determines that a complaint has been made for frivolous or vindictive reasons, he or she shall have the authority to:

- (a) take disciplinary action against the complainant, and/or

- (b) take any action against the complainant which in the Employer's opinion may be necessary.

## **Article 12 Recruitment & Bulletins**

- 12:01** "Vacancy" or "Vacant Position" means an existing position or newly created position which falls within the scope of this Agreement and which the Employer authorizes to fill.
- 12:02** Notice of intention to fill a vacant position(s) shall be posted on the Employer's premises for a minimum of one (1) week before being advertised externally.
- 12:03** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 12:04** First consideration for filling vacant or new positions shall be given to persons on the re-employment list in accordance with :03 of this Article. Second consideration for filling vacant or new positions shall be given to internal applicants in accordance with :03 of this Article.

## **Article 13 Probation**

- 13:01** Every person employed in a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Employer but such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six months has been established, the employee shall be notified of the length of the probation period.
- 13:02** Where an employee's probation period has been established for less than twelve (12) months, the Employer may extend the probationary period. A meeting may be held with the employee to discuss the extension. The employee at his or her option may have a representative present.
- 13:03** An employee shall be notified in writing of any extension of the probation period prior to the expiry of his or her probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months' duration and the total shall be deemed to be the initial probation period.

- 13:04** Where an employee's probation period has been established for a period of twelve (12) months no extension may be made by the Employer.
- 13:05** An employee who is being rejected during the probationary period shall be provided with two weeks written notice or payment in lieu thereof.
- 13:06** Where an employee has been rejected during probation following a promotion, the Employer will relocate the employee to his or her former position or to a position comparable to his or her former position. Grievances concerning this Article shall be initiated at Step 2 of the grievance procedure within 15 working days from the date the employee was notified of the rejection. The decision at Step 2 is final for such grievances.
- 13:07** An employee who is rejected during the initial probation period may grieve his or her rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Employer through a quorum of the Board shall hold a hearing to discuss the grievance with the employee and his or her representative. The decision at Step 2 shall be final for such grievances.

## **Article 14      Performance Appraisal**

- 14:01** Where a formal assessment of employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place his or her own comments on the form where such space is provided or to append his or her comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

## **Article 15      Merit Increase**

- 15:01** "Merit Increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted annually in recognition of satisfactory service on the employee's anniversary date.
- 15:02** The anniversary date of an employee is the first of the month following the date the employee is hired in a position.

**15:03** The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date, but an employee must be in the classification on his or her anniversary date in order that the merit increase shall take effect.

**15:04** Where a merit increase is not granted to an employee on his or her 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 in writing with the reasons the merit increase was denied;
- (b) the merit increase may be granted to the employee on any subsequent anniversary date which is not less than three (3) months from his or her anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent anniversary date referred to;
- (c) the employee may file a grievance at Step 2 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under sub-section (b);
- (d) the employee is eligible for a merit increase at his or her next anniversary date notwithstanding that the employee was granted a merit increase under sub-section (b).

## Article 16 Acting Status

**16:01** Where the Employer or designate directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for eleven (11) or more consecutive working days the full duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate 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; and upon the temporary appointment being revoked he or she shall, unless the employee is appointed or promoted to some other position revert to his or her original position and be paid at the rate of pay for the original position that he or she would be paid if he or she had never held the temporary appointment.

**16:02** For purposes of interpretation of this Article, “the duties and responsibilities” under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which he or she has been replaced.

## Article 17 Layoff

**17:01** Subject to consideration of respective merits, abilities and records of performance of the employees concerned, in determining the order of laying off employees, consideration shall be given to division and service seniority of the employees in the division from which employees are being laid off. Division seniority shall mean length of continuous service in a position in one of the two divisions at Career Connections Inc. Administration, **Career Programs**. Service seniority shall mean length of continuous service in a position in the bargaining unit. No employee may receive a promotion as a result of this process.

**17:02** The Employer will give the employee written notice of the date on which he or she is to be laid off at least four (4) weeks before the date on which he or she is to be laid off, or will provide pay in lieu thereof.

- 17:03** Employees who are laid off shall be placed on a re-employment list and, subject to the employee's ability to do the required work to be done by the Employer, shall be recalled using the same considerations as in 17:01. If the employee has not been recalled within one (1) year from the date he or she was laid off, the employee's employment shall be considered terminated.
- 17:04** Where employees are laid off, the Employer will not hire new employees to perform the duties and responsibilities normally performed by the laid off employees, except where the laid off employees are not available for work or in emergency situations.
- 17:05** First consideration for filling vacancies or new positions shall be given to employees on the re-employment list.
- 17:06** Grievances concerning this Article shall commence at Step 2.

## **Article 18      Technological Change**

- 18:01** For the purposes of this Article, technological change means the introduction of equipment or material by the Employer into its operations, which is likely to affect the security of employment of employees.
- 18:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 18:03** The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.
- 18:04** Where retraining of employees is necessary, it shall be provided during the normal working hours where possible.
- 18:05** The provisions of this Article are intended to assist employees affected by technological change and sections 72, 73 and 74 of The Labour Relations Act do not apply during the term of this Agreement.

## **Article 19 Contracting Out**

- 19:01** The Employer will give all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.
- 19:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit the Employer agrees to provide the Union with ninety (90) days advance notice during which time representatives of the Employer and representatives of the Union shall meet to facilitate potential retraining and/or re-deployment opportunities.

Where the work to be contracted out could result in the redundancy of a significant number of employees, the matter shall be discussed by the parties with the Board.

## **Article 20 Disciplinary Action**

- 20:01** An employee shall only be disciplined for just cause.
- 20:02** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee at his or her option may have a representative present.
- 20:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing the employee shall receive a copy of such a report.
- 20:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 20:05** An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2, of the Grievance Procedure.
- 20:06** No notice or payment in lieu thereof is required where an employee is dismissed.

## **Article 21 Resignations**

- 21:01** Employees wishing to resign shall provide the Employer with at least two weeks written notice specifying the last day upon which the employee will perform his or her regular duties. The effective date will be the last day upon which an employee is present at work and performs his or her regular duties.
- 21:02** Resignation notices shorter than the required two weeks may not be accepted by the Employer.
- 21:03** Subject to 21:02, where the effective date precedes a Friday which, but for the fact a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her services on that Friday and shall be eligible for holiday pay that Friday.
- 21:04** With the approval of the Employer, an employee may withdraw his or her notice of resignation at any time before the resignation becomes effective.

## **Article 22 Hours of Work**

- 22:01** The normal hours of work for all full-time employees covered by this Agreement shall be thirty-seven and one-half (37 ½) hours per week.
- 22:02** Employees shall work seven and one-half (7½) consecutive hours per day exclusive of lunch periods and thirty-seven and one-half (37½) hours per week during five (5) consecutive days per week. Normal hours of work will be 8:00 a.m. to 4:00 p.m. from Monday to Friday inclusive. Hours of work for the receptionist position shall be from 8:30 a.m. to 4:30 p.m. from Monday to Friday, inclusive.
- 22:03** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties to this Agreement.
- 22:04** Employees shall be entitled to two (2) fifteen (15) minute rest periods each day, to be taken at such times as specified by the Employer or designate.

- 22:05** Where the nature of the work for Supported Employment Facilitator staff is such that it is not possible to observe the normal hours outlined in Article 22:02, a weekly shift schedule shall be posted to meet the normal work schedules of the program participants for whom the placement, **assessment, employment services and employment supports** are provided. The weekly shift schedule shall be posted no less than seven (7) days in advance of the commencement of the week for which the schedule covers.
- 22:06** Shifts assigned as per Article 22:05 shall follow the consecutive hours and consecutive days provisions contained in Article 22:02.

## **Article 23 Overtime**

- 23:01** Employees may be required to work overtime by the Employer or designate.
- 23:02** Subject to 23:03, compensation for overtime on a regular working day shall be in the form of compensatory time off calculated at one and one-half times ( $1\frac{1}{2}x$ ) the number of overtime hours worked. Such compensatory time off will be taken at a time approved by the Employer.
- 23:03** An employee working on his or her first day of rest shall be paid time and one-half ( $1\frac{1}{2}x$ ) for the first four (4) hours of overtime on that day and double time ( $2x$ ) for all overtime worked thereafter.
- 23:04** An employee working on his or her second day of rest shall be paid double time ( $2x$ ) for all time worked.
- 23:05** If called out or scheduled to work overtime, an employee shall receive a minimum of three (3) hours pay at the applicable overtime rate provided the overtime is not contiguous to his or her normal working day. A meal break does not affect contiguity.

**23:06** Arrangements for compensatory time off shall be completed to the mutual agreement of the employee and the authorized supervisor within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within the sixty (60) calendar day period, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked. At the employee's option, an employee may cash-out up to thirty-seven and one-half (37 ½) hours of compensatory leave at the end of the fiscal year.

**23:07** Subject to the call out provisions, if an employee who is entitled to pay for a holiday is required to work on the holiday when it is not a regular scheduled working day, he shall, in addition to the regular holiday pay, be compensated at time and one-half (1 ½x) for all hours worked, or be granted compensatory leave for such hours worked at the rate of one and one-half (1 ½) hours for each additional hour worked. Such time should not be deliberately accumulated. If suitable compensatory time off can not be agreed upon within twenty (20) working days of the holiday, the employee shall be paid for such hours worked at the applicable rate.

## **Article 24    Holidays**

**24:01** The following paid holidays shall be observed:

- |                    |                           |
|--------------------|---------------------------|
| (a) New Year's Day | (g) Labour Day            |
| (b) Good Friday    | (h) Thanksgiving Day      |
| (c) Easter Monday  | (i) Remembrance Day       |
| (d) Victoria Day   | (j) Christmas Day         |
| (e) Canada Day     | (k) Boxing Day            |
| (f) Civic Holiday  | (l) <b>Louis Riel Day</b> |

Any other holiday proclaimed by Federal or Provincial Statute

provided that where any of the said days fall on a Saturday, the preceding working day shall be observed as a holiday in lieu thereof and where any of the said days fall on a Sunday, the first working day following the holiday shall be observed in lieu thereof. Nothing in this Section shall prohibit the parties to this

Agreement from altering the date of the observance of any of the above holidays.

**24:02** Career Connections Inc. shall be closed at noon in the afternoon on December 24th **and December 31<sup>st</sup>** when that day is a normal working day, and this day shall be considered as a full working day for purposes of calculation.

**24:03** An employee is entitled to his or her regular pay for a holiday on which he or she does not work provided:

- (a) the employee did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) the employee has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

## **Article 25    Vacation**

**25:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

**25:02** Employees shall earn vacation leave credits on the following basis:

- (a) employees who have completed less than four (4) years service, one and one quarter ( $1 \frac{1}{4}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) commencing from the beginning of the vacation year in which four (4) years of service will be completed, one and two thirds ( $1 \frac{2}{3}$ ) working days per complete month of service in each vacation year to be taken in the year in which five (5) years of service are completed and yearly thereafter.

- (c) commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one twelfth ( $2 \frac{1}{12}$ ) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- (d) commencing with the vacation year in which fourteen (14) years of service will be completed, two and one-half ( $2 \frac{1}{2}$ ) working days per complete month of service to be taken in the year in which fifteen (15) years of service are completed and yearly thereafter.

**25:03** An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of his or her employment.

**25:04** Vacation schedules must be approved by the Employer.

**25:05** When computing vacation leave:

- (a) any fraction of a day equal to or greater than one-half shall be computed as a half day; and
- (b) any fraction of a day less than one-half shall be computed as nothing.
- (c) **Vacation shall not be taken in smaller increments than one day, except in the first year of employment.**

**25:06** An employee may be authorized to carry forward, into the next vacation year, up to two (2) weeks accumulated vacation credits. **At no time will the carry-over be allowed to exceed two (2) weeks.**

**25:07** With the approval of the Employer, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in his or her first twelve (12) months of service.

**25:08** Subject to 25:02, where an employee is absent on leave without pay for a period of one (1) month or portion thereof greater than one-half ( $\frac{1}{2}$ ), vacation leave credits shall no longer accumulate.

- 25:09** Subject to operational requirements, vacation leave shall be rotated regardless of length of continuous service.
- 25:10** Where an employee becomes ill during the period of his or her annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- 25:11** Where a paid holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of that holiday.

## **Article 26 Sick Leave**

- 26:01** (a) It is agreed by both parties that earned sick leave entitlement shall be granted by the Employer where the employee is unable to be at work and perform his or her regular duties as a result of illness or injury.
- (b) **Employees should attempt to schedule medical appointments on their own time as much as possible and if that is not possible, appointments attended during hours of work will be charged against the employee's sick time.**
- 26:02** The sick leave to which an employee is entitled shall accumulate;
- (a) during the first four years of his or her service at the rate of **3.75 hours** per bi-weekly pay period; and
- (b) after the first four years of his or her service at the rate of **7.5 hours** per bi-weekly pay period to a maximum of **900 hours**.
- 26:03** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of **900 hours** in accordance with Section 26:02.
- 26:04** An employee hired on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee hired on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly period following the date of the employee's hiring.

**26:05** At the Employer's discretion, a new employee may be granted up to five days sick leave in advance of it being earned during the employee's first six (6) months of service.

**26:06** Sick leave shall not accumulate during periods when an employee is:

- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) absent without leave; or
- (c) absent on leave of absence without pay.

Subsection (b) and (c) to apply where the employee is absent more than one-half ( $\frac{1}{2}$ ) of the bi-weekly period.

**26:07** Where an employee is to be absent because of illness, the employee shall endeavour to notify his or her **office** of the absence due to illness at least one hour prior to and not more than thirty (30) minutes after the normal hours of beginning work, **each and every day of the illness or until a medical certificate or sworn statutory declaration has been submitted specifying the length of absence.** The **Executive Director** shall inform the employee if a medical certificate **or sworn statutory declaration** will be required for the period the employee is absent.

**26:08** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.

**26:09** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration as required under Section 26:08. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.

## **Article 27      Workers Compensation**

- 27:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury or illness incurred in the course of his or her duties, the employee, if he or she so elects, shall be paid an additional amount which, when combined with the compensation allowance shall ensure the maintenance of his or her gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until (a) the employee's accrued sick leave credits have been exhausted or (b) when the employee leaves the employ of the Employer.
- 27:02** 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.
- 27:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:04** 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.

## **Article 28      Compassionate Leave**

- 28:01** An employee shall be entitled to compassionate leave for a period of three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family.
- 28:02** For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of employee, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- 28:03** An employee shall be entitled to special leave of one (1) day, without loss of salary, for attending a funeral as a pallbearer.
- 28:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.
- 28:05** For other purposes, such as dangerous illness in the immediate family **as defined in Article 28:02**, an employee shall be entitled to leave with pay up to a maximum accumulation of five (5) days in each fiscal year to be granted by the Employer and charged against the employee's sick leave credits.

## **Article 29     Maternity Leave**

- 29:01** In order to qualify for Maternity Leave, a pregnant employee must:
- (a) have completed seven (7) continuous months of employment for or with the Employer;
  - (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 29:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 29:01 (c), or
  - (b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 29:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 29:03** Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.
- 29:04** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 29:05** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 29:06** Where an employee’s anniversary date falls during the period of maternity leave the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

## **Article 30 Parental Leave**

- 30:01** (a) In order to qualify for parental leave, an employee must:
- (i) be the natural mother of a child; or
  - (ii) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (iii) adopt a child under the law of the province; and
  - (iv) complete seven (7) continuous months of employment; and

- (v) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave.
- (b) an employee who qualifies for parental leave is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks;
- (c) parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee;
- (d) where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiration of the maternity leave without a return to work after the expiration of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree;
- (e) an additional leave of absence without pay, for a combined period of up to one (1) year may be granted by the Employer;
- (f) an employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or if that position does not exist then to a comparable position with not less than the same wages and benefits.
- (g) Ending leave early – An employee may end his or her parental leave earlier than the day set out by this agreement by giving the Employer written notice of at least one pay period before the day the employee wishes to end the leave.
- (h) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

## **Article 31 Paternity Leave**

**31:01** A male employee shall be granted three (3) days leave with pay, to attend to needs related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

## **Article 32 Adoptive Parent Leave**

**32:01** Upon written request to the Employer, an employee who is adopting a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of adoption.

**32:02** An employee shall be granted three (3) day's leave with pay to attend to needs directly related to the adoption of his or her child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

## **Article 33 Bridging of Service**

**33:01** An employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on continuous service.

The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- (b) The resignation itself must indicate the reasons for resigning;
- (c) The break in service shall be for no longer than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period.

- (e) Upon successful completion of the probationary period, the employee will be credited with her accumulated sick leave credits at the time of her resignation up to a maximum of twenty-six (26) days of credits.

## **Article 34 Health and Safety**

- 34:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Career Connections operations and that the activities require the combined efforts of the Employer, employees and the Union.
- 34:02** The Employer will continue to provide it's employees with safe working conditions, equipment, and materials, and will continue to ensure that all reasonable precautions are taken.
- 34:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 34:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 34:05** The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and management to resolve health and safety concerns.

It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees at Career Connections and/or the Union.

- 34:06** (a) The Workplace Health and Safety Committee shall consist of one worker representative and one Employer representative.
- (b) Each party shall elect or appoint its representative to the committee freely and without interference;
  - (c) The worker representative shall have a term of office of one (1) year and is eligible for re-election.

- (d) The Committee shall meet not less than once in each calendar quarter;
- (e) There shall be at least seventy-two (72) hours prior notice of the calling of Committee meetings excepting special meetings;
- (f) Efforts should be made to schedule meetings, functions or duties during the employee's work time but if this is not possible, meetings may be held during an employee's off duty hours. The worker representative shall be compensated at straight time for time spent in such meetings, functions or duties;
- (g) The Employer shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
  - (i) the names of Committee members and their terms of office;
  - (ii) the scheduled meeting dates of the Committee;
  - (iii) the agenda for each meeting;
  - (iv) the minutes of the previous meeting;
  - (v) informational and educational materials which have specific relevance to the safety and health of the employees.
- (h) Minutes of all Committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both members. Where there is disagreement as to the accuracy or content, either member may so note the disagreement and place his or her comments on the minutes prior to signing. When the minutes are signed by both members, the management member shall retain the original for the records of the Committee, forward a copy to the Workplace Safety and Health Division, post a copy per (i) above and forward a copy to the other Committee member;
- (i) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other Committee member.

**34:07** The objectives of the Workplace Health and Safety Committee include:

- (a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

**34:08** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, he or she shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 34:09**
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of his or her work, the employee shall report that condition to his or her supervisor.
  - (b) The supervisor upon being notified under a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The two members of the Health and Safety Committee may be asked to participate.
  - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety & Health Division without delay.
  - (d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned to him or her.

**34:10** Where an employee refused to perform work in accordance with section :09 above, no other employee shall be assigned the particular work unless the employee is notified of the refusal and the reasons for the refusal, if known.

- 34:11** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 33:08 and 33:09.
- 34:12** Disciplinary action shall not be taken against an employee solely for the reason that:
- (a) the employee made a report under Section 33:09; and
  - (b) the employee refused to work or continue to work under the conditions described under Section 33:09 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.
- 34:13** Where an employee takes unfair advantage of the provisions described in Section 33:09 for frivolous reasons, he or she may be subject to disciplinary action up to and including suspension or dismissal.

## **Article 35     Protective Clothing**

- 35:01** Where the Employer determines that protective clothing is required in the performance of the employee's duties, such protective clothing shall be provided to the employee.
- 35:02** Where protective clothing is supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 35:03** Where a full-time employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of his or her regular duties the employee will be eligible for an allowance of seventy-five (\$75.00) dollars once per fiscal year to help offset the cost to the employee of purchasing approved safety footwear. The allowance will be paid under the following conditions:
- (a) the safety footwear purchase must meet the Canadian Safety Association Standard, and
  - (b) satisfactory proof of purchase must be provided by the employee, and
  - (c) the employee must have purchased safety footwear specifically for his or her employment with the Employer, and

- (d) except where an employee has been laid off, he or she must complete twenty-one (21) working days continuous service before being eligible to receive this allowance.

**35:04** The decision at Step 2 of the grievance procedure shall be final for grievances which arise under this Article.

## **Article 36 Loss Of or Damage to Personal Effects**

**36:01** Where an employee claims to suffer loss, theft of, or damage to personal effects required in the performance of his or her duties as authorized by the Employer, he may submit a claim of loss or damage in writing to the Employer. The Employer shall authorize a settlement for such claims. No claim for compensation will be considered for personal effects that are lost or damaged that are not required in the performance of an employee's duties or through negligence on behalf of an employee.

**36:02** No claim for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.

## **Article 37 Civil Liability**

**37:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by an employee in the performance of his or her duties, then:

- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him shall advise the Employer of any such notification or legal process;
- (b) the Employer shall pay any damages or costs against any such employee in any such action or proceedings and all legal fees, and/or;

- (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 Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee;
- (d) upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

### **Article 38      Court Leave**

**38:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in 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, but excluding reimbursement for expenses, shall be remitted to the Employer.

### **Article 39      Position Description**

**39:01** The Employer will provide the Union with current position descriptions for positions listed in Appendix "A1".

**39:02** During the life of this Agreement amendments to the Pay Plan resulting from the introduction of a new class or amendments in respect to positions excluded from the terms of this Agreement shall be determined through negotiation between the parties.

### **Article 40      Reclassification Procedure**

**40:01** An employee who is of the opinion that his or her position is improperly classified may submit a written request as described in :02 of the Article to the Executive Director to have his or her classification reviewed.

### Step One

**40:02** The employee shall submit the following information in his or her request for reclassification in writing:

- (a) current job description;
- (b) the position classification being requested and reasons why that classification is appropriate;
- (c) any other information in support of the request.

**40:03** The Executive Director will reply in writing within ten (10) working days following the receipt of the request.

### Step Two

**40:04** Where the employee considers the Executive Director's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the Chairperson of the Board within ten (10) working days.

The Chairperson of the Board will have twenty (20) working days following receipt of the request to reply in writing.

### Step Three

**40:05** Where no reply is received within the time limits prescribed, or where the employee considers the Chairperson's response unsatisfactory, the employee with written approval from the Union may proceed to Arbitration as outlined in Article 41.

**40:06** Time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

**40:07** The effective date of the reclassification request will be determined by the date the request is formally brought to the attention of the Executive Director. The effective date will be the first day of that pay period which contains the first of the month following the receipt of the request by the Executive Director.

## **Article 41      Grievance Procedure**

**41:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

**41:02** A grievance is defined as a complaint in writing filed by an employee, a group of employees, or either party to this Agreement concerning:

- (a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) the dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 3 of the Grievance Procedure.

**41:03** Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the Grievance Procedure. The decision at Step 2 shall be final for such grievances.

- 41:04** (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. A policy grievance initiated by the Union shall be presented to the Chairperson of the Board, a policy grievance initiated by the Employer shall be presented to the President of the Union or designate. In all cases, such grievances shall be presented within twenty (20) working days from the action giving rise to the grievance.
- (b) Where the parties fail to resolve a grievance under :04(a) either party may refer the grievance to Step 3 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
  - (c) Notwithstanding Section :06 a grievance filed under :04(a) shall not require the signature of an employee.

- 41:05** 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 or recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer 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.
- 41:06** Wherever possible, the grievance shall be presented in writing providing a description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the Employee and may be clarified at any step providing its substance is not changed.
- 41:07** 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 a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 41:08** An employee has the right to representation by a Union Representative at any step of the Grievance Procedure.

#### Step One

- (a) Within twenty (20) working days after the date upon which he was notified orally or in writing, or on which he first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Executive Director of Career Connections Inc.
- (b) The Executive Director shall sign for receipt of the grievance and if the nature of the grievance is such that he or she is authorized to deal with it, the Executive Director shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.

- (c) The Executive Director may discuss the grievance with the employee and his or her representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Executive Director shall forward the grievance to the Chairperson of the Board at the appropriate step of the Grievance Procedure and so inform the employee and the Union. The time limits and the procedure of the appropriate step shall then apply.

### Step Two

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the Chairperson of the Board or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The Chairperson or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section :02, the Chairperson or designate may hold a hearing to discuss the grievance with the employee and his or her representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in :03, the Chairperson or designate shall hold a hearing to discuss the grievance with the employee and his or her representative before giving a decision on the grievance.

### Step Three

A decision of the Chairperson or designate may be submitted to Arbitration in accordance with Article 41, Grievance Arbitration Procedure, providing the category of the grievance is such as is defined in :02. The decision of the Arbitration Board shall be final and binding for all such grievances. An employee may submit to arbitration a grievance regarding dismissal with or without Union approval but for all other arbitrable grievances, Union approval must first be obtained before the matter is submitted to Arbitration.

**41:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

**41:10** The rejection of an employee on probation is not arbitrable.

**41:11** An employee may withdraw a grievance by giving written notice to the Union and the Employer or abandon his or her grievance by not processing it within the prescribed time limits.

## **Article 42 Grievance Arbitration Procedure**

**42:01** Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to Arbitration in accordance with the procedure set forth in this Article:

- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee;
- (d) Disputes as to whether a specific grievance is arbitrable.

**42:02** The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section 41:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Employer and shall set forth the issue in dispute for referral to the Arbitration Board.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section 41:02(a) shall so state.

- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
  - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section 41:02(c) within ten (10) working days.
  - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for the purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Section 41:02(a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
  - (ii) The two members of the Arbitration Board named by the parties, shall within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.

- (iii) If either party fails to appoint its member to the Board as provided above or where the two appointees of the parties fail to agree on the appointment of a third member within the time specified, the Labour Board of Manitoba, in his or her absence, upon request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be.
  - (iv) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearings to the parties.

- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (m) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
  - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
  - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
  - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.

- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

**42:03** The parties hereto agree that an employee of Career Connections Inc. or a staff member of the Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

### **Article 43 Personnel File**

**43:01** Upon the written request of an employee, the employee's personnel file shall be made available for the employee's full examination. Such examination shall be made in the presence of a representative of the Employer. The employee has the option to have a representative present.

**43:02** An employee may request a copy of specific documents on his or her personnel file. This provision shall not be unreasonably requested or denied.

### **Article 44 Abandonment of Position**

**44:01** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed his or her regular duties.

### **Article 45 Pay Plan**

**45:01** The provision of the Pay Plan as it will apply to employees, after being mutually agreed upon by both parties hereto shall be incorporated into and form part of this Agreement, and will be known as Appendix "A1".

### **Article 46 Seniority**

**46:01** "Seniority" means the length of service with Career Connections Inc. as defined in this Article provided such service has not been broken by termination of the employee.

**46:02** Seniority for service shall include only the following:

- (a) regular paid time;

- (b) periods of Workers Compensation;
- (c) periods of maternity leave;
- (d) periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one 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 twenty (20) working days in a calendar year;
- (h) periods of parental leave.

**46:03** An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is permanently laid off (for twelve [12] months or longer).

**46:04** Seniority lists will be prepared by classification groupings in order of seniority.

**46:05** A seniority list will be prepared by each January 1st based on service up to and including December 31st of the previous year. The list will be posted at the work location.

**46:06** Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculations. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

## **Article 47      Education and Training**

**47:01** The parties recognize the desirability of ongoing staff development, the purpose of which is to improve services to meet the needs of clients and the community.

**47:02** Educational leave policies and practices shall be set forth from time to time in the administrative policy of Career Connections Inc.

## **Article 48      Benefit Plans**

**48:01** The Employer agrees to contribute to employee benefits as per the terms and conditions of the attached Memorandum of Agreement: Life, Accidental Death and Dismemberment Insurance, Pension Plan and Long Term Disability Plan.

## **Article 49      Retroactive Wages**

**49:01** Retroactive pay adjustments, where/if applicable, upon the date of signing of this Agreement shall apply and be paid to employees who are in the employ of the Employer on the date of signing of this Agreement and, upon written request within thirty (30) days of the signing of this Agreement, to employees who have voluntarily resigned or retired from the employ of the Employer during the above mentioned period.

## **Article 50      Duration of Agreement**

**50:01** This Agreement shall become effective from and including **April 1, 2009** and shall continue in effect up to and including **March 31, 2012** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than ninety (90) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.

**50:02** Where notice for revision of this Agreement is given under Section **50:01**, the party giving notice agrees to deliver to the other their written proposals for the revision of this Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

## **Article 51      Weekend Premiums and Shift Premiums**

- 51:01** An employee shall receive thirty cents (\$0.30) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
- 51:02** The weekend premium shall not be included in the calculations of overtime payments, pension, group life insurance, sick leave payments, vacation pay or any other employee benefits.
- 51:03** An employee who works a shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of three dollars (\$3.00) for the shift in addition to the employee's regular pay.
- 51:04** The Shift premium shall not be included in the calculations of overtime payments, pension, group life insurance, sick leave payments, vacation pay or any other employee benefits.

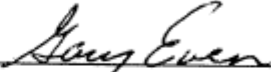
## **Article 52      Family Related Responsibilities Leave**

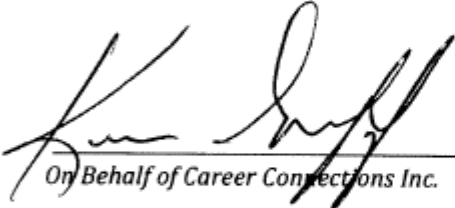
- 52:01** For the purpose of this clause, family is as defined in Article 28:02.
- 52:02** An employee shall be entitled up to five (5) working days (in a fiscal year) of leave with pay to provide for the temporary care of a sick member of the employee's family.
- 52:03** Requests for leave for pre-scheduled medical appointments shall be submitted at least forty-eight (48) hours in advance, if possible.

In witness whereof the Chairperson of the Board has hereunto set his hand for, and on behalf of, Career Connections Inc. and the President of the Manitoba Government and General Employees' Union has hereunto set his hand for, and on behalf of, the Manitoba Government and General Employees' Union.

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Letter of Understanding

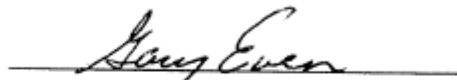
**Re: Employee Assistance**

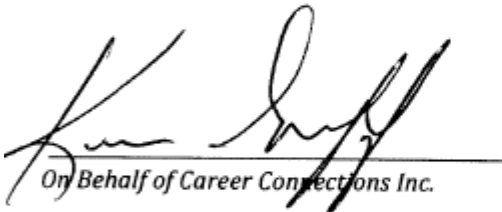
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The parties agree that if an employee requires assistance for personal problems affecting his or her work performance that the Employer and/or the Union will endeavour to refer the employee to the appropriate resource.

Signed this 7<sup>th</sup> day of July, 2009.

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

**Re: Christmas Leave**

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Employees may schedule leave during the time between Christmas and New Years by utilizing vacation or accrued overtime credits.

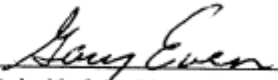
Requests for such Leave will normally be made at least ten (10) working days in advance.

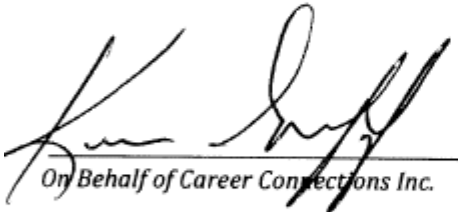
No such requests will be unreasonably sought by an employee or unreasonably denied by Management.

**There must be a minimum of two (2) staff working at CCI between Christmas and New Year in order to continue CCI programs.**

Signed this 7<sup>th</sup> day of July, 2009.

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

**Re: Employee Benefits**

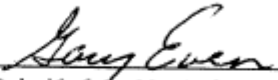
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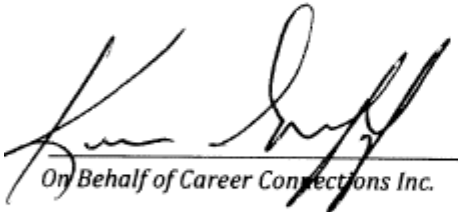
The parties hereto agree that for the term of this Collective Agreement, employee benefits will be as follows:

1. a Long Term Disability Plan in conjunction with the Plan regulations.
2. a Group Insurance Plan in conjunction with the Plan regulations.
3. a Money Purchase Pension Plan in conjunction with the Plan regulations.
4. Group Benefit Plan in conjunction with the Plan regulations.

Signed this 7<sup>th</sup> day of July, 2009.

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

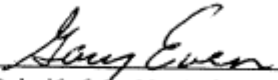
### **Re: Employee Reassignment**

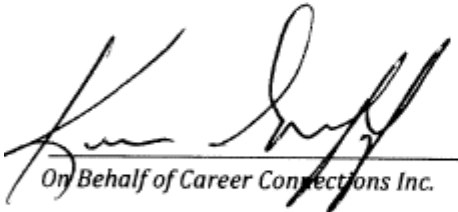
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The Employer will implement a policy to address an employee(s) being reassigned to a position through reorganization, which has a lower salary scale. The salary of the affected employee will be frozen for a period of twenty four (24) months or a lesser period if the rate of pay for the new position reaches the employee's original pay point, if not, then following the twenty four (24) months the employee's pay will be adjusted down to the nearest pay scale step in the position to which he/she was reassigned.

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## **Memorandum of Agreement**

**Re: Rural Assessments/Pro 3000**

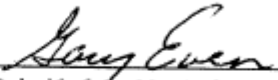
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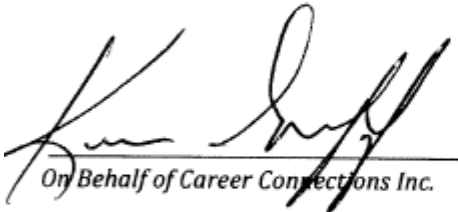
**The Employer and the Union recognize the need of the Employer to, on occasion, assign an employee to work in an area outside of the City of Brandon for periods of from two (2) days up to two (2) weeks, and which involves overnight travel. Any assignment of an employee shall be consistent with the following:**

- 1. An employee, in addition to their base hourly rate, shall be paid an additional \$3.50 per hour for all hours working on assessments.**
- 2. Expenses will be paid in accordance with C.C.I. Policy Manual.**
- 3. Same sex employees may be required to share accommodation.**
- 4. Personal circumstances/other obligations of employees will be taken into consideration when assignments are made.**
- 5. If the Employer fails to find a suitable Employee under Item 4 the Employer may assign any Employee who was hired on the understanding that occasional travel outside of Brandon to provide rural assessments was a requirement.**

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

### **Re: Shift Scheduling Changes**

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The parties hereto agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer.

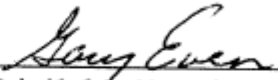
- 1) Where changes are necessary in a regularly scheduled posted shift, an employee who is affected by such changes shall be notified at least twenty-four (24) hours in advance.

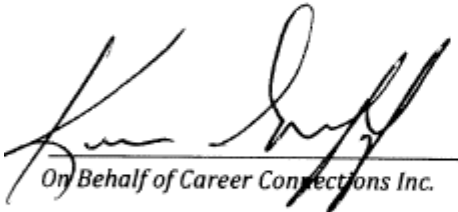
The foregoing, however, shall not apply to instances of personnel replacement due to sick leave, nor to emergency situations beyond the control of the employer.

- 2) Should an employee not receive at least twenty-four (24) hours notice of a change of a regularly scheduled posted shift except as provided in (1) above, then such affected employee shall be paid at time and one-half (1½x) for all hours worked for the first shift which varies from the posted schedule.

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

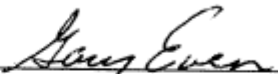
### Re: Incumbent Receptionist Hours of Work

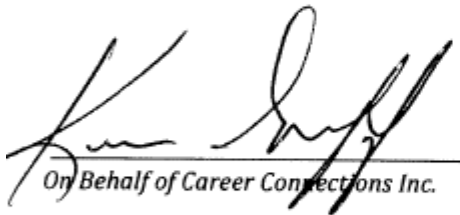
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Notwithstanding Article 22:02, the parties agree that the hours of work for the incumbent receptionist will be 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch.

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
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## Memorandum of Agreement

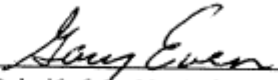
**Re: Dental Plan**

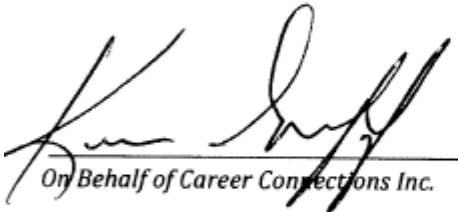
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The parties agree to implement a dental plan for all eligible employees by April 1, 2004. The costs to be borne by the Employer will be two percent (2%) of union payroll. Should a satisfactory plan not be available the Employer agrees to increase its pension contributions by one percent (1%) on April 1, 2004 and a further one percent (1%) on April 1, 2005.

Signed this 7<sup>th</sup> day of July, 2009.


  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Career Connections Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Appendix "A1"

### Year 1 - Effective April 1, 2009 – March 31, 2010

<b>Director of Marketing and Development</b>	40,421	41,204	42,026	42,027
	1,549.50	1,579.50	1,611.00	1,642.50
	20.66	21.06	21.48	21.909
<b>Supported Employment Counselor</b>	33,808	34,473	35,158	35,843
	1,296.00	1,321.50	1,347.75	1,374.00
	17.28	17.62	17.97	18.32
<b>Supported Employment Facilitator</b>	28,193	28,682	29,191	29,719
	1,080.75	1,099.50	1,119.00	1,139.25
	14.41	14.66	14.92	15.19
<b>Maintenance Person</b>	23,243	23,673	24,084	24,535
	891.00	907.50	923.25	940.50
	11.88	12.10	12.31	12.54
<b>Receptionist</b>	23,243	23,673	24,084	24,534
	891.00	907.50	923.25	940.50
	11.88	12.10	12.31	12.54

**An employee will receive an additional two percent (2%) increment after completing ten (10) years of employment.**

## Appendix "A1"

### Year 2 - Effective April 1, 2010 – March 31, 2011

<b>Director of Marketing and Development</b>	41,634	42,437	43,278	44,139
	1,596.00	1,626.75	1,659.00	1,692.00
	21.28	21.69	22.12	22.56
<b>Supported Employment Counselor</b>	34,826	35,510	36,215	36,919
	1,335.00	1,361.25	1,388.25	1,415.25
	17.80	18.50	18.51	18.87
<b>Supported Employment Facilitator</b>	31,050	31,558	32,087	32,634
	1,190.25	1,209.75	1,230.00	1,251.00
	15.87	16.13	16.40	16.68
<b>Maintenance Person</b>	24,945	25,395	25,806	26,276
	956.25	973.50	989.25	1,007.25
	12.75	12.98	13.19	13.43
<b>Receptionist</b>	24,945	25,395	25,806	26,276
	956.25	973.50	989.25	1,007.25
	12.75	12.98	13.19	13.43

**An employee will receive an additional two percent (2%) increment after completing ten (10) years of employment.**

## Appendix "A1"

### Year 3 - Effective April 1, 2011 - March 31, 2012

<b>Director of Marketing and Development</b>	42,887	43,708	44,569	45,469
	1,644.00	1,675.50	1,708.50	1,743.00
	21.92	22.34	22.78	23.24
<b>Supported Employment Counselor</b>	35,863	36,567	37,310	38,034
	1,374.75	1,401.75	1,430.25	1,458.00
	18.33	18.69	19.07	19.44
<b>Supported Employment Facilitator</b>	31,989	32,497	33,045	33,613
	1,226.25	1,245.75	1,266.75	1,288.50
	16.35	16.61	16.89	17.18
<b>Maintenance Person</b>	25,689	26,158	26,589	27,058
	984.75	1,002.75	1,019.25	1,037.25
	13.13	13.37	13.59	13.83
<b>Receptionist</b>	25,689	26,158	26,589	27,058
	984.75	1,002.75	1,019.25	1,037.25
	13.13	13.37	13.59	13.83

**An employee will receive an additional two percent (2%) increment after completing ten (10) years of employment.**