

Collective Agreement

between

Osborne House Inc.

and

**The Manitoba Government and General
Employees' Union**

June 1, 2009 – May 31, 2014

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*All changes are in **bold**.

Article 1 Preamble

Both parties to the Agreement share the following objectives:

- 1) To maintain a high standard of service for abused women and their dependent children, and to promote the social, economic, legal, and political conditions necessary to alleviate and eliminate the subjugation of women and violence against them;
- 2) To improve the economic conditions of women as workers and in their retirement years, and to transform traditional hierarchical decision-making structures of power and control into the participatory and democratic work places;
- 3) To encourage and promote co-operation and mutual support between transition house workers, the Employer, and women as consumers and supporters of the movement to end violence against women, recognizing that we all have in this matter essentially the same interests, and are all adversely affected by the restraint of government expenditures for transition houses, or the absence of a commitment to social or economic policy that is dedicated to improving the lives of women and their children.

1:01 It is the purpose of both parties to this Agreement to record settled conditions of employment between the Employer and the Union.

1:02 Definitions

An employee is a person covered by MLB certificate 4981 issued November 21, 1993 and as amended thereafter.

- a) The Employer shall mean Osborne House Inc.

- b) The Union is the Manitoba Government and General Employees' Union.
- c) A "full-time" employee is one who regularly and recurrently works 75 hours bi-weekly.
- d) A regular and permanent "part-time" employee is one who is not full time and works on a regular and recurring basis.
- e) A "temporary" employee is one who works full-time or part-time and whose duration of employment is limited to a specific term.
- f) A "grant" employee is one who works on a project funded through a government or non-government grant. The Employer shall use its best efforts to obtain a level of funding for grant employees which will allow it to provide a salary and benefits in accordance with this Collective Agreement but if the Employer is unable to obtain sufficient funding, it shall not be required to provide a salary and benefits pursuant to this Collective Agreement, but it shall advise the Union of the funding level obtained.
- g) A "casual employee" is one who is not scheduled to work on a regular and recurring basis.
- h) A "spouse" shall mean persons (including those in same sex spousal relationships) who are:
 - i) married to each other; or
 - ii) who have cohabited for a period of not less than one year.

1:03 The terms of this agreement shall only apply to casual employees as follows:

- a) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- b) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 18.03, if eligible.
- c) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 17.
- d) Casual employees shall receive vacation pay at the rate of four percent (4%) for the first five years, after five years she will be entitled to six percent (6%) vacation pay.
- e) The Employer agrees to deduct Union dues payable by casual employees in accordance with the Union By-Laws in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 5.
- f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- g) A casual employee reporting for work as requested by the Employer and finding no work available shall be paid for three hours at her base rate of pay.
- h) Articles 10 and 11 herein apply only with respect to the terms of this Article.

1:04 If a grant employee works more than sixteen (16) weeks, she will be considered a temporary employee pursuant to the definitions in 1:02, will become a member of MGEU, and will pay union dues subject to 3:01.

Article 2 Management Rights

2:01 The Union recognizes and acknowledges that the Management of the Employer and the direction of the working force rest exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, lay-off, and recall, and for just cause to dismiss or discipline any employee provided that a claim by an employee with seniority that she has been dismissed or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided in Articles 10 and 11;
- c) Make, enforce and alter, from time to time, reasonable rules, regulations, policies and practices to be observed by employees;
- d) To determine the nature and kind of service to be provided, the equipment and materials to be used, the methods and techniques of work, quantify and qualify standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations of any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

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

Article 3 Recognition

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees covered by MLB Certificate No. 4981 dated November 2, 1993, and any amendments thereto, namely all employees of Osborne House Inc., save and except the Executive Director, Executive Assistant/Finance Officer, and all employees covered by Certificate No. MLB 4459 and those excluded by the Act.
- 3:02** No employee shall be required to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.
- 3:03** All benefits, including vacation credit for part-time, temporary and casual employees if applicable, will be calculated on a pro-rata basis, based on actual hours worked in relation to 37 ½ hours per week.
- 3:04** Persons whose jobs are not classified within the bargaining unit shall not work on jobs which have been determined as being within the bargaining unit, except where it has been practiced in the past (e.g.: economic necessity, training or emergency). It is recognized that volunteers may do bargaining unit work provided that no bargaining unit member shall be displaced by a volunteer.

**Article 4 Respectful Workplace/No Harassment/ No
Discrimination**

- 4:01** The Employer and the Union agree that there shall be no discrimination/harassment as defined in the Human Rights Code of Manitoba against any employee. The defences available under the Code are available to defend either party as applicable against Human Rights grievances brought under this Agreement.
- 4:02** The parties agree to adhere to the Respectful Workplace Policy and guidelines for the investigation and disposition of complaints developed by the Employer and the Union in 1998. Any changes to these documents shall be by mutual agreement only.

Article 5 Check Off of Union Dues

- 5:01** The Employer shall deduct from every employee any regular monthly dues levied by the Union on its members.
- 5:02** Deductions shall be made from each payroll and shall be forwarded to the Head Office at 601-275 Broadway, not later than the fifteenth day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses, classifications of employees from whose wages the deductions have been made and amounts of deductions for each employee.
- 5:03** The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

5:04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues and such change shall occur no more frequently than twice per twelve (12) month period.

Article 6 Employer and Union Shall Acquaint New Employees

6:01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. On commencing employment, the new employee will receive a list of Union Stewards and a copy of the Collective Agreement as part of her orientation package. The Union will provide copies of these documents to the Employer.

6:02 Upon request, a Union representative shall be allowed the opportunity to meet, on a one time only basis, with newly hired employees for up to (30) minutes during regular working hours.

Article 7 Notification of Officials

7:01 The Employer will notify the Staff Representative in writing of all promotions, demotions, transfers, layoffs, resignations and hiring. The Employer shall recognize only those representatives, stewards and officials whose names and, where necessary, addresses were last forwarded, in writing to the Employer.

Article 8 Labour Management

8:01 A Labour-Management Committee shall be established consisting of one (1) representative of the Employer and one (1) representative of the Union. The MGEU Staff Representative may attend and participate at Labour Management Committee meetings. The Committee shall meet at least once every three (3) months or by mutual agreement and shall enjoy the support of all parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

A staff member selected by the staff shall be entitled to serve on the Board. The staff representative shall have full voice and vote on all matters except:

- a) on matters involving the administration of the Collective Agreement; and
- b) on matters involving personnel issues regarding employees who are not member so of the bargaining unit. Where board discussion concerns matters as outlined in (a) or (b), the staff representative shall declare a conflict of interest and absent herself from the discussion and the vote.

8:02 The Employer and Union representative shall alternate in presiding over meetings.

8:03 The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any 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 shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 8:04** A Workplace Health and Safety Committee shall be established which is composed of one representative of the Employer and one representative of the Union. The Committee shall function in accordance with Section 40 of the Workplace Health and Safety Act of the Province of Manitoba and shall meet at least every three (3) months or by mutual agreement. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and living conditions of clients.
- 8:05** One (1) staff member, selected by the staff, shall be entitled to serve on the Board. She shall be an observer with voice but no vote. Subsequently, she shall have full voice and vote on all matters except those involving the administration of this Collective Agreement. In such cases, staff members on the Board shall declare a conflict of interest and absent themselves from the vote.
- 8:06** Copies of all Board minutes, motions, resolutions, bylaws, rules and regulations shall be forwarded to the Union.

Article 9 Labour Management Bargaining Relations

- 9:01** Up to two (2) employees shall be allowed to attend meetings with the Employer for the purpose of contract negotiations without loss of wages or benefits provided the Union will reimburse the Employer for the cost of said salary and benefits upon being invoiced by the Employer. The Union will advise the Employer of the members of its negotiating committee.
- 9:02** The Union local shall have the right at any time to have the assistance of representatives of MGEU or any other advisors when dealing or negotiating with the Employer.

Article 10 Grievance Procedure

- 10:01** In order to promote an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents in preparing and in presenting her grievance in accordance with the grievance procedure.
- 10:02** The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward is employed by the Employer and that she will not leave her work without obtaining the permission of her supervisor, and giving reasonable notice mutually agreed between the supervisor and steward. Such permission shall be provided as soon as possible and will not be unreasonably withheld.

10:03 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10:04 Settling Of Grievances

Step 1

The aggrieved employee or employees shall first attempt to resolve the grievance by submitting the grievance in writing to her immediate supervisor. The grievance must be submitted within fifteen (15) calendar days of the event or knowledge of the event giving rise to the grievance. The supervisor shall render her decision within fifteen (15) calendar days after receipt of the grievance.

Step 2

Failing satisfactory settlement being reached in Step 1, the Union will submit to the Executive Director of Osborne House or designate, a written statement of the particulars of the grievance and the redress sought within fifteen (15) calendar days of the supervisor's decision. The Executive Director of Osborne House shall render her decision within fifteen (15) calendar days after receipt of the written statement.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union will submit the grievance to the Chairperson of the Personnel Committee from the Board of Directors or designate of the

Employer within fifteen (15) calendar days of receipt of the Executive Director's decision. The Personnel Committee will render their decision within fifteen (15) calendar days.

Step 4

Failing satisfactory settlement at Step 3, the parties by mutual consent may refer the grievance to mediation. Both parties shall agree to the selection of a sole mediator within fourteen (14) calendar days following the matter being referred to mediation.

Step 5

Failing satisfactory resolution of the grievance at Step 4, the Union may refer the dispute to arbitration by giving notice to the other party in writing. In the case of discharge or suspension, Step 1 and Step 2 of the grievance procedure shall be by-passed.

- 10:05** Where a dispute involving a question of general application or interpretation occurs or where the Employer files the grievance, Step 1 of this Article may be bypassed in the case of a Union grievance; and in the case of an Employer grievance, the grievance shall be sent directly to the Union. The Union shall reply in writing to the Employer grievance within twenty-five (25) calendar days. Such grievances, both Union and Employer initiated, shall be filed within twenty-five (25) calendar days following the event or knowledge of the event giving rise to the grievance in any event.
- 10:06** Within twenty-five (25) calendar days after receiving the Union/Employer reply, as described in 10:05, and failing satisfactory settlement, the Union/Employer may refer the dispute to arbitration by giving notice to the other party in writing.

- 10:07** The time limits specified above shall be mandatory unless extended by mutual written agreement between the Employer and the grievor or the Union acting on behalf of the grievor.
- 10:08** The staff representative shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance.

Article 11 Arbitration Process

- 11:01** When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement.
- 11:02** Both parties shall agree to the selection of a sole arbitrator within fourteen (14) days following the matter being referred to arbitration.
- 11:03** In the event of a failure to agree upon the sole arbitrator within fourteen (14) calendar days the parties have agreed that the arbitrators shall serve in rotation, namely:
1. **Blair Graham**
 2. Arne Peltz
 3. Michael Werier
- 11:04** The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

- 11:05** The sole arbitrator shall determine her/his own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) and render a decision within thirty (30) calendar days from the time she/he holds her/his final meeting.
- 11:06** The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 11:07** Within fourteen (14) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the sole arbitrator either party may apply to the sole arbitrator to reconvene. Within fourteen (14) calendar days the sole arbitrator shall reconvene to clarify the decision.
- 11:08** Each party shall pay one-half (1/2) the fees and expenses of the sole arbitrator.
- 11:09** Nothing in this agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 11:10** The time limits in the arbitration may be extended by the consent of the parties in writing.

Article 12 Reprimand, Suspension and Dismissal

- 12:01** Where appropriate, employees shall receive oral reprimands as a first step in the disciplinary process but such reprimands do not constitute disciplinary action, are not noted in the personnel file, and are not grievable.

- 12:02** An employee may be disciplined, discharged or suspended for just cause only, subject to Article 13.03.
- 12:03** The employee shall be notified in writing outlining the circumstances which made the disciplinary action necessary.
- 12:04** When a meeting is required between the Employer and employee for the purpose of investigating a suspected discharge or disciplinary offense, the supervisor will inform the employee affected that she has the right to have a Union Steward or Officer present at such a meeting. It is understood that the Employer, the Union and the employee will cooperate in the prompt disclosure of all relevant facts.
- 12:05** The affected employee, shall within ten (10) calendar days of the event be forwarded a copy of any disciplinary/discharge notice which is to be entered on the employee's file.
- 12:06** An employee shall have the right, upon written request, to review her personnel file. The employee shall have the right to respond in writing to any document contained therein. Such response shall become part of the file. An employee shall have the right to a copy of any material contained in her personnel file. An employee is allowed to bring a union representative if the employee wishes.
- 12:07** The Employer agrees that all written documents of a disciplinary nature placed in an employee's personnel file shall be removed from the file after twelve (12) months provided the employee has not been further disciplined with cause in that twelve (12) months.

Article 13 Seniority

13:01 Seniority is defined as the total accumulated hours worked in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining promotion, transfer, lay-off and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

13:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, including hours prior to certification and the total accumulated hours worked in the bargaining unit. An up-to-date seniority list shall be sent to the Union once yearly.

13:03 Newly hired employees shall be on probation for a period of six (6) months (975 hours) from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the union claims discrimination, as noted in Article 4, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

13:04 An employee shall lose her seniority and her employment shall be deemed terminated in the event:

- a) she is discharged for just cause or has her employment terminated in accordance with Article 25;

- b) she resigns voluntarily in writing;
- c) she is laid off for a period of longer than **eighteen (18)** months;
- d) she does not report to work when recalled after **two (2) days** notice by registered letter sent to the last address she gave the Employer, except where a laid-off employee is required to give two (2) weeks notice to another Employer;
- e) she is absent from work without a written leave of absence for more than three (3) days unless a satisfactory reason is given by the employee; sickness or inability to communicate with the Employer through no fault of her own shall be considered a satisfactory reason; **subject to 20:05;**
- f) she fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

13:05 Seniority will continue to accrue if an employee:

- a) is on any period of paid leave of absence;
- b) is on any period of paid sick leave;
- c) is on any period of paid vacation;
- d) is on any period of approved maternity leave;
- e) is on any period of approved parental leave;
- f) is on any period of Worker's Compensation benefits up to a maximum of twelve (12) months.

13:06 Seniority will be retained but will not accrue if an employee;

- a) is on any period of unpaid leave of absence to a maximum of 12 months;
- b) is on any period of full Worker's Compensation Benefits beyond the period covered in 13.05 f;
- c) is laid off for less than **eighteen (18)** months;
- d) is on a trial period of an out-of-scope position;
- e) is in an out-of-scope position;
- f) is on a leave of absence as a result of illness/accident, receiving benefits under the Long Term Disability coverage up to a maximum of twelve (12) months.

13:07 Seniority will be calculated for part-time employees on the basis of the affected employee's average hours of work per week over the twelve (12) weeks immediately preceding the leave. Said average will then be used to calculate the employee's seniority accrual during the leave.

Article 14 Promotion and Staff Changes

14:01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall, if the Employer intends to fill the position, post notice of the position in the Employer's office and on the bulletin board in the staff room for a minimum of one (1) week. This posting will take place during the first week after the Employer makes the job available for application.

14:02 Such notice shall contain the following information: nature of position, bona fide qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

- 14:03** In filling vacancies, the Employer shall choose the individual whose qualifications, ability and **skills** meet the requirements of the position. If qualifications, ability and skills are relatively equal, seniority shall be the deciding factor.
- 14:04** A promoted or transferred employee shall be on trial for a period of six (6) months (975 hours). If the employee, in the opinion of the Employer, is found to be unsuitable for the job during the trial period, the Employer may at any time during the trial period return her to her former position and wage or salary rate without loss of seniority. The employee may during the trial basis have the right to return to her former position at the same wage or salary rate and without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position. Any other employee who has been promoted or transferred because of the rearrangement of position shall also be returned to her former position and salary rate without loss of seniority.
- 14:05** Within seven (7) days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted on the bulletin board in the staff room.

- 14:06** No employee shall be promoted or transferred to a position outside the bargaining unit without the employee's consent. If an employee consents to a promotion or transfer outside of the bargaining unit, the employee shall during the trial period of the out of scope position have the right to return to her former position in the bargaining unit and at the same wage or salary rate.
- 14:07** In the event that the employee is not able or does not wish to complete the three (3) month trial period, she shall be returned to her former position, salary rate and previous seniority level. Any other employee who has been promoted or transferred because of the rearrangement of position shall also be returned to her former position and salary rate without loss of seniority.

Article 15 Layoffs and Recall

- 15:01** Layoff shall be defined as a reduction in the workforce or a planned reduction in the regular hours of work as defined in this Agreement lasting two or more consecutive weeks.

- 15:02** Employees to be laid off shall be given a minimum of two (2) weeks notice or pay in lieu of notice not given. In no case shall pay in lieu of notice exceed the amount which would have been paid to the employee had she not been laid off. Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first provided that the remaining employees have the necessary qualifications, skill and ability to perform the work required. Seniority shall be the deciding factor. Layoffs involving permanent employees shall only occur following the investigation of all other reasonable alternatives. Such alternatives may include, but are not restricted to, voluntary **resignation**, voluntary leave of absence, voluntary job sharing and other employment opportunities within the bargaining unit.
- 15:03** Employees who are laid off shall be recalled in order of seniority provided they possess the necessary qualifications, skill and ability to perform the work required.
- 15:04** A newly hired employee shall not be hired to fill a position of a laid off employee who is not working in the bargaining unit without that laid off employee being given the opportunity of recall.
- 15:05** The Employer agrees that there will be no-layoff of full-time bargaining unit employees provided that the Employer is not in a deficit position and the Employer's funding is adequate to pay wages and benefits paid to all employees not laid off. Should the Employer initiate layoffs, the Employer agrees to provide documentation supporting their position.

- 15:06** To the **extent** that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change.

Article 16 Hours of Work

- 16:01** Regular hours of work for full-time employees shall be seven and one half (7-1/2) hours per day and thirty-seven and one half (37-1/2) hours per week, excluding meal period and including rest periods.
- 16:02** Employees shall be entitled to one (1) unpaid, uninterrupted half hour meal period daily, and two (2) paid, uninterrupted fifteen (15) minute rest periods daily.
- 16:03** An employee shall not be required to change shifts without first receiving at least sixteen (16) consecutive hours off duty between shifts, unless otherwise agreed to between the employee and the Employer.
- 16:04** Shift schedules for a minimum of a four (4) week period shall be posted at least two weeks in advance of the beginning of the scheduled period. Requests for specific days off duty shall be submitted in writing at least one (1) week prior to the date being requested. Once posted the shift schedule shall not be changed without the knowledge of the employee. The Employer agrees in cases of low occupancy, when it may be necessary to adjust working hours, every effort will be made to notify employees by 3:00 p.m. the previous day that shifts for the next day may be changed, reduced or cancelled.

- 16:05** Requests for interchanges in posted shifts shall be submitted in writing **and** co-signed by the employee willing to exchange shifts with the applicant, for approval by the supervisor. Such approval shall not be unreasonably denied.
- 16:06** An employee will receive consideration in her scheduling to allow her to pursue academic course(s) to further her education. Whenever operationally possible, service continuity being a consideration, the granting shall be based on her submitting her written request at least eight (8) weeks prior to commencing the academic courses.
- 16:07** An employee shall receive a minimum of three (3) hours pay at any time she is required to come to work.
- 16:08** Notwithstanding 16.03 and 16.04 the parties recognize that start and finish times and shifts for the Team Facilitators and Coordinator of Volunteers may vary due to the nature of the work performed.

Article 17 Overtime

- 17:01** All authorized time worked beyond the normal work day or work week as defined in Article 16 shall be considered as overtime.
- 17:02** Overtime shall be paid at a rate of time and one half (1 ½ x).
- 17:03** In lieu of overtime pay, an employee may choose to bank up to one (1) day during each month to be used within thirty (30) days unless otherwise mutually agreed.
- 17:04** Overtime work shall be on a voluntary basis and no employee shall be required to work overtime against her wishes.

- 17:05** An employee who has already left the premises of the Employer after having worked a seven and one-half (7 ½) hour shift and who is recalled for work or receives urgent work related phone calls shall be paid time and one half (1 ½ x) for all hours worked. **In instances where the employee is called back to work, she shall receive a minimum of three (3) hours pay for each recall.**
- 17:06** Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be made to the mutual agreement of the employee and the Employer within thirty (30) calendar days following the end of the pay period in which the overtime was worked. Where mutual agreement has not been reached within the time specified above the employee shall receive payment at the overtime rate.
- 17:07** The Team Facilitators will rotate on call responsibilities **weekly** with the Executive Director. The rotation shall be by mutual agreement and in no case shall a Team Facilitator be required to work on call more than once every four (4) weeks. The **Thursday and** Friday following the on-call week will be considered a duty day off with pay in remuneration for being on call. Should the Team Facilitator be required to report for work during her on-call, she will be paid the overtime rate of time and one-half (1½x) for all hours worked but in no case shall receive less than three (3) hours at the overtime rate. Article 17:06 will apply should the Team Facilitator choose to take time off in lieu of payment for overtime.

Article 18 Holidays

18:01 The Employer and the Union recognize the following as paid holidays:

- a) New Year's Day
- b) International Women's Day *
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) Civic Holiday
- g) Labour Day
- h) Thanksgiving
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) **Louis Riel Day**
- k) **and any other holiday proclaimed by Federal or Provincial Statute**

* International Women's Day will be treated as a Floating Holiday and will not be observed on March 8th. Employees who qualify for International Women's Day will be given the opportunity to request the holiday as a floater. Requests for time off for International Women's Day floater shall be submitted in writing at least one (1) week prior to the schedule being posted.

- 18:02** Qualifying employees other than full time employees shall be paid for any of the above holidays not worked by them an amount **equivalent to five percent (5%) of the previous 28 days worked** exclusive of overtime for the days on which they worked during the thirty (30) calendar days immediately preceding the said holiday.
- 18:03** An employee who is scheduled to work shall be paid at a rate of time and one half (1 ½x) their regular rate of pay for all hours worked on that holiday and in addition, qualifying employees shall receive one day off with pay, within thirty (30) days after that holiday or at a later date mutually agreed upon by the employee and the Employer.
- 18:04** Qualifying employees, who are not scheduled to work on the holidays listed in Article 18.01, shall receive holiday pay equal to one (1) day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer. Failing mutual agreement, the Employer shall assign the day off as reasonably as practical in the opinion of the Employer.
- 18:05** The statutory standard of eligibility shall apply in determining whether an employee qualifies for payment of holidays as outlined in this Article.
- 18:06** For the purposes of calculating holiday pay, the day on which the majority of the shift hours are worked by an employee shall be deemed exclusively to be the day worked.
- 18:07** Unless otherwise agreed to by the Employer and employee, an employee shall not be obligated to work both Christmas Day and New Year's Day.

Article 19 Vacations

19:01 Vacation entitlement shall be calculated based on the number of years of continuous service at the employee's anniversary date. The vacation year will be from April 1st of each year to March 31st of the next year.

- a) During any year of continuous employment - the full vacation entitlement that the employee would have been entitled to upon completion of that year may be taken in advance of fully being earned. If the employment of that employee comes to an end prior to that vacation being fully earned, pay for the unearned portion taken will be deducted by the employer from the final paycheck.
- b) During the first to fourth year of continuous employment – 112.5 hours, fifteen (15) working days with pay for regular hours at regular rates (based on a 7.5 hour shift).
- c) During each of the fifth to eleventh year of continuous employment – 150 hours, twenty (20) working days with pay for regular hours at regular rates (based on a 7.5 hour shift).
- d) During each of the eleventh to the fourteenth year of continuous employment – 187.5 hours, twenty-five (25) working days with pay for regular hours at regular rates (based on a 7.5 hour shift).
- e) After fourteen years of continuous service – 225 hours, thirty (30) working days with pay for regular hours at regular rates (based on a 7.5 hour shift).

19:02 Vacation entitlement for other than full-time employees shall be as follows:

- a) one (1) year or more service - vacation pay in the amount of 6% of her regular earnings for the previous twelve (12) months based on vacation year.
- b) five (5) years or more service - vacation pay in the amount of 8% of her regular earnings for the previous twelve (12) months based on vacation year.
- c) **ten (10)** years or more service - vacation pay in the amount of 10% of her regular earnings for the previous twelve (12) months based on vacation year.
- d) fourteen (14) years or more service - vacation pay in the amount of 12% of her regular earnings for the previous twelve (12) months based on vacation year.

- 19:03** If a paid holiday falls on or is observed during an employee's vacation period, she shall be granted an additional day's vacation.
- 19:04** Vacation pay for each hour of vacation shall be at the regular rate of pay effective immediately prior to the vacation period, or shall be equal to a percentage of gross annual earnings, whichever is greater. Earnings include, but are not limited to, wages, premiums, the previous year's holiday pay and vacation pay, Worker's Compensation, sick leave and income disability benefits.
- 19:05** The Employer shall post a vacation request form for a twelve (12) month period not later than January 15th of each year and allow employees to express their preference as to dates for a period of one (1) month, provided employees receive notice of accrued vacation on or before January 15th of that year.

- 19:06** When a request is submitted by February 15th, vacation will be granted by seniority. If a request is received after February 15th, vacation will be granted on a first come, first serve basis.
- 19:07** At the employee's request, up to five (5) days of vacation leave may be carried forward to the next year to supplement the vacation period of that year. Such deferral must be at the request of the employee and must be approved by the Executive Director. Deferral arrangements must be documented and filed. Under no circumstances may deferred vacation plus current year's entitlement exceed thirty (30) days.
- 19:08** Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee.
- 19:09** An employee, upon giving at least fourteen (14) days notice, shall receive on the last office day preceding commencement of her annual vacation, any pay cheques which may fall due during the period of vacation.
- 19:10** Notwithstanding Article 19.06, employees may elect to take vacation for periods as little as one day at a time.
- 19:11** Within one (1) month of the close of the fiscal year, the Employer shall advise each employee in writing of the amount of vacation leave accrued to her credit.

19:12 In recognition of length of service, each full-time employee shall receive one (1) additional week (5 days) of vacation on the completion of twenty (20) years of continuous service. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of the benefit.

The provision of this article cannot be cash out. It must be taken as time off.

Employees who have already passed their 20th year shall be entitled to the additional five (5) days in the 2011/2012 vacation year.

Article 20 Sick Leave

20:01 Sick leave means the period of time an employee is unable to work by virtue of illness or injury; or in attendance at an appointment; or under the care of a doctor, dentist, or other health practitioner; in any case, for which compensation is not payable under the Workers' Compensation Act.

The employee shall make every reasonable effort to schedule her appointment outside of working hours.

- 20:02** Sick leave shall be earned at the rate of nine point three seven five (9.375) hours per month of service to a maximum of six hundred and thirty seven point five hours (637.5). Part-time employees shall earn a pro-rated amount of sick leave credits based on paid hours to a maximum accrual of eighty five (85) days.
- 20:03** Should an employee be incapacitated due to illness or injury for three days or longer during her vacation period, any time so taken shall, at her request, be credited to her vacation bank. Such leave must be documented with a medical certificate if requested by the Employer.
- 20:04** An employee shall be entitled to use accumulated sick credits for the purpose of providing for the needs during illness of a person in the employee's family as defined in Article 21.02.
- 20:05** An employee may be required by the Employer to provide satisfactory proof of any claim for sick leave. In the event an employee is claiming less than three (3) days of sick leave, such proof shall only be required if the Employer has reasonable grounds to suspect abuse thereof. The Employer will reimburse the employee for the cost of any medical note requested.

- 20:06** The Employer reserves the right to require a medical certificate from a qualified medical practitioner as proof of her fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses as proof of illness in regard to any claim of sick time. Failure to provide such a certificate when requested may disqualify an employee from receiving sick benefits. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Employer may require the employee to be examined by a duly qualified medical practitioner chosen by the Employer and at the Employer's expense.
- 20:07** An employee shall be entitled to use up to four (4) days per year for self-care days that can be taken at the employee's discretion.
- When staff who wish to use their self care days call to advise the Employer that they will be absent from work, they are required to state specifically if the days that they are absent are to be considered self care days.
- 20:08** Within one month of the close of the fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her credit.
- 20:09** Employees may use up to a maximum of ten (10) hours accrued sick time per year for attendance at medical and dental appointments provided the employee has abided by the following criteria:
- a) The employee shall make every reasonable effort to schedule her appointment outside of working hours;
 - b) If the employee is unable to schedule the appointment outside of her scheduled shift, she will first try to rearrange

her schedule, whether by trading her shifts with a co-worker or otherwise;

- c) If the employee is unable to get a replacement, she will notify her immediate supervisor in writing of the impending appointment and the need to be absent from work and request use of sick time for this purpose.

20:10 Absences for sick leave shall be deducted from accumulated sick leave credits. Where an employee is absent for any part of a shift under Article 20:01 herein, deductions from sick leave credits shall be made as time for time.

- a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation. The employee shall be entitled to receive full sick leave benefits for any period of time deemed to be a “waiting period” by MPIC.
- b) Subject to (a), where an employee has applied for MPIC benefits and where a loss of normal salary would result while awaiting the MPIC decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - i) Advance payment(s) shall not exceed the employee’s basic salary as defined under the terms of this agreement (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and UIC contributions.

- ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPIC decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated sick leave credits.
- c) The employee shall reimburse the Employer by assigning sufficient MPIC payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPIC directly to the employee.
- d) In the event that MPIC disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

Article 21 Leave of Absence

21:01 Leave of Absence For Union Functions

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, committees or seminars shall be allowed a leave of absence without pay, providing operating requirements permit. Such requests shall be made at least four (4) weeks in advance and shall include not more than one (1) employee

from any program area to a maximum of two (2) employees.

- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.
- c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed bi-annually to a maximum of four (4) years, by mutual consent of the Union and the Employer.
- d) Where an employee has taken a leave for union functions for a period of six (6) weeks or longer, she shall provide four (4) weeks notice in anticipation of her return to work confirming the date of her expected return.

21:02 Compassionate Leave

- a) An employee shall be entitled to compassionate leave of **five (5)** working days leave without loss of pay or benefits in the case of the death of a parent, spouse, common-law spouse (cohabiting one year continuously, including same sex partner), sibling, child, step-child, grandparent, grandchild, mother-in-law, father-in-law, or any relative in the household. An additional unpaid leave may be granted upon application to the Employer.
- b) An employee shall be entitled to compassionate leave of one (1) working day without loss of salary to attend the funeral in the event of the death of an employee's step-parent, step-brother, step-sister, son-in-law, daughter-in-

law, brother-in-law, sister-in-law, aunt or uncle. An additional unpaid leave may be granted upon application to the Employer.

21:03 Compassionate Care Leave

An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - i) the day the certificate is issued, or
 - ii) if the leave was begun before the certificate was issued, the day the leave began; and

- 2) the family member requires the care or support of one or more family members. The employee must give the Employer a copy of the physician's certificate as soon as possible.
- e) A family member for the purpose of this Article shall be defined as:
- 1) a spouse or common-law partner of the employee;
 - 2) a child of the employee or a child of the employee's spouse or common-law partner;
 - 3) a parent of the employee or a spouse or common-law partner of the parent;
 - 4) or any other person described as family in the applicable regulations of the Employment Standards Code.
- f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- g) Seniority shall accrue as per Article 18:02.
- h) Where applicable, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

- i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined above.

21:04 Court Leave

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay for straight time hours necessarily lost from work and remit to the Employer any payment received except reimbursement of expenses.

21:05 Maternity Leave

- a) Employees are eligible for maternity leave once they have completed seven (7) consecutive months of employment with the Employer.
- b) An employee is required to provide the Employer with an application in writing 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.
- c) An employee is required to provide her Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- d) An employee is required to provide the Employer with proof that she has applied for Unemployment Insurance Benefits and that the Canada Employment and Immigration Commission has agreed that the employee has qualified for and is entitled to such Unemployment Insurance Benefits pursuant to the Unemployment Insurance Act.

- e) An employee who qualifies is entitled to Maternity Leave consisting of a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 25.03; or a period of seventeen weeks (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 25.03 and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- f) The employee may, upon request, receive an additional leave of absence without pay for a further period of up to one (1) year.
- g) 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 in a comparable position with not less than the same wages and benefits.
- 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.

21:06 Parental Leave

Employees are eligible for parental leave once they have completed seven (7) consecutive months of employment with the Employer.

- a) Every eligible employee who,

- i) in the case of a female employee, becomes the natural mother of a child;
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new-born child; or
 - iii) adopts a child under the law of the province.
- b) An employee must submit an application in writing to the Employer at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - c) An employee who qualifies is entitled to Parental Leave consisting of a continuous period up to thirty seven (37) weeks.
 - d) 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.
 - e) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree.

21:07 Benefits During Maternity Leave/Parental Leave

The employee shall have the right, herself, to continue all payments for benefits as per Article 24.

21:08 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing. Seniority shall not accrue during the period of absence.

Article 22 Payment of Wages and Allowances

- 22:01** Pay periods shall be every two (2) weeks. Pay days shall be every second Friday. A deduction sheet shall be included with each pay cheque. Employees shall be paid in accordance with Schedule B attached to and forming part of this Collective Agreement. Overpayments shall be recoverable from the employee on terms and conditions which do not create a hardship on the employee.
- 22:02** Where an employee temporarily is assigned by the Employer to a higher paying position, she shall receive the rate for the job.
- 22:03** When an employee temporarily is assigned to a position paying a lower rate, her rate shall not be reduced.
- 22:04** An employee who uses her own vehicle for the business of the Employer shall be paid a kilometer allowance of forty (\$0.40) cents.
- 22:05** Employees shall be reimbursed for reasonable, approved, necessary expenses incurred in the performance of their duties (e.g. parking while on official Osborne House business).

22:06 A full-time employee who is not at the maximum pay of her classification is eligible to be granted one merit increase on her pay scale upon a satisfactory performance appraisal performed by her supervisor on her anniversary date and completion of one year's accumulated service in her classification since the employee's last increment or since the employee's start of employment.

22:07 A part time employee who works more than thirty (30) hours/week is eligible to be granted her merit increment on an annual basis, as in 22:06.

A part time employee who works less than thirty (30) hours/week will receive increments on the basis of one (1) increment for each 1560 hours worked or one year's service, whichever occurs later. In the case of the increment being applied to the 1560 hours, it shall be applied to the pay period following the completion of 1560 hours worked.

When an existing employee is hired into a new position, for which step one on the salary scale for the new position is less than what the employee is earning in her current position, the employee should be placed on the first step of the new salary scale that is higher than their current rate of pay.

Article 23 Job Descriptions and Job Classification

23:01 The Union shall be consulted about proposed changes to job descriptions before implementation.

- 23:02** When a new job is created within the bargaining unit or an existing job is changed significantly, the Employer shall provide the Union with a copy of the job description. The Union and the Employer shall negotiate the rate of pay. Failing agreement on the appropriate rate of pay the dispute may be referred to mediation in accordance with Article 10.04 Step 4. The mediator shall have the authority to make a final decision. Articles 10 and 11 shall not apply with the exception of Article 10.04 which shall be applicable to this Article.
- 23:03** The new rate of pay of a new job or a changed job shall be effective from the time the new position was first filled or the date on which the job duties changed.

Article 24 Employee Benefits

24:01 Pension Plan

Eligible employees are entitled to participate in the United Way Pension Plan or another plan mutually agreed upon between the Union and Employer, provided they pay the employee premium specified by the Plan. The Employer will pay the Employer premium. Employee premiums to be deducted from pay bi-weekly by the Employer and remitted.

24:02 Benefit Plan

Eligible employees shall participate in the United Way Benefit Plan or another plan mutually agreed upon between the Union and Employer. The Employer and employee shall each pay 50% of the cost of the premiums. Employee premiums to be deducted bi-weekly from pay by the Employer and remitted. Deductions will not occur for the third pay period in a month.

24:03 Long Term Disability

Eligible employees shall participate in the United Way Long Term Disability Plan or another plan mutually agreed upon between the Union and the Employer. Each employee shall pay premiums as required by the plan.

24:04 Employee Assistance Plan

Eligible employees shall participate in the Provincial Employee Assistance Program. The cost of this benefit will be paid by the Employer up to an amount of \$30.00 per eligible employee.

24:05 The Employer agrees that it will provide recertification of CPR training, First Aid courses and recertification of same, to all existing staff. Time spent attending courses will be considered as time worked and the Employer will assume all costs, if any, of this recertification.

24:06 The Employer agrees to maintain an appropriate supply of medicated shampoos and body washes for employees' use in the treatment of lice and scabies.

24:07 Vision Care Plan

- 1) The Employer will reimburse for one eye exam for up to eighty-five dollars (\$85.00) every twenty-four (24) months for an employee's expenses in this regard.
- 2) The Employer will pay up to one hundred dollars (\$100.00) every twenty-four (24) months towards prescribed glasses and/or prescribed contact lenses for an employee, to those employees covered by Group Insurance upon presentation

of original receipts and, where appropriate, original prescription

Article 25 Termination

- 25:01** Employment may be terminated by either party by giving two (2) weeks written notice to the other.
- 25:02** Employment may be terminated with lesser notice or without notice:
- a) by mutual agreement between the Employer and employee, or
 - b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - c) in the event an employee is dismissed for just cause, or
 - d) in the case employment terminates pursuant to Article 13.04
- 25:03** When lesser or no notice is given by the Employer, payment in lieu of notice shall be given except as stated in 25.02 (a), (b), (c), or (d). Where lesser or no notice is given by the employee, the Employer reserves the right to withhold monies equal to wages otherwise payable during the period where notice was not given.
- 25:04** The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Article 26 General

- 26:01** Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.
- 26:02** The Employer shall provide space on an existing bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer may require the removal of unlawful or otherwise inappropriate material.
- 26:03** No employee shall be required to work alone in the building at any time.
- 26:04** The Union agrees that during the life of this Agreement, there shall be no strikes, picketing, slowdowns, or stoppages of work, either complete or partial; and the Employer agrees that there shall be no lockouts.
- 26:05** In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.
- 26:06** The Employer shall post the minutes of all board meetings and standing committee meetings immediately following said meetings.

26:07 Osborne House Inc. will maintain appropriate liability insurance in the amount specified in the Service and Funding Agreement for Shelters in the Province of Manitoba and agrees to disclose to the Union, a copy of its liability insurance policy when received from the insurer and furthermore, agrees to provide to the Union on an annual basis, confirmation that said policy has been renewed along with information respecting any changes made thereto.

Article 27 Terms of Agreement

27:01 This agreement shall be binding on both parties and remain in effect from June 1, **2009** to May 31, **2014**, and shall be renewed from year to year thereafter unless either party gives notice to the other party. Such notice must be given not more than ninety (90) days nor less than thirty (30) days prior to the nominal expiry date, unless otherwise mutually agreed in writing by the parties.

27:02 Where such notice to amend the Agreement is given, the provisions of this Agreement shall continue in effect until a new agreement is reached or the right to strike or lockout accrues, whichever first occurs.

27:03 The Union agrees to give the Employer at least seven (7) calendar days written notice as to the date of intended strike, and the Employer agrees to give the Union at least seven (7) calendar days written notice as to the date of intended lockout.

Article 28 Amalgamation/Merger/Regionalization

28:01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

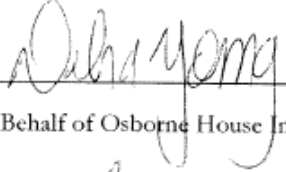
- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service relating to vacation with pay, sick leave credits, and other benefits shall be recognized by the new Employer.
- c) All work and services presently performed by members of the Manitoba Government Employees' Union shall continue to be performed by MGEU members with the new Employer.
- d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- e) The Employer will make every reasonable effort to assign employees to existing or newly created positions.
- f) Preference in location of employment in the merged organization shall be on the basis of seniority.


Article 29 Hepatitis A/B Shot


29:01 The Employer shall reimburse an employee who requires the Hepatitis A/B shot as a condition of employment, one hundred percent (100%) of the cost of the Hepatitis A/B Shots upon completion of their probationary period.


Signing Page

Signed this 15th day of September, 2011.


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union

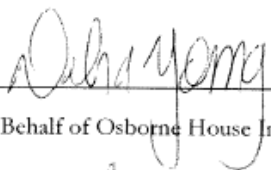
Letter of Understanding*between***Osborne House Inc.***and***Manitoba Government and General Employees' Union****Subject: Job Sharing**


This is to confirm that the parties have reached agreement in principle respecting the issue of job sharing. The Employer agrees to offer a job sharing program for employees in the Union's bargaining unit on a trial basis, to be in effect during the term of the Collective Agreement. The Labour/Management Committee shall review each individual job share agreement after six (6) months and eighteen (18) months to assess each arrangement's viability and will also review the job share program as a whole. It is agreed that either the Employer or the Union may discontinue the job share program on written notice forty-five (45) calendar days in advance of the program termination.

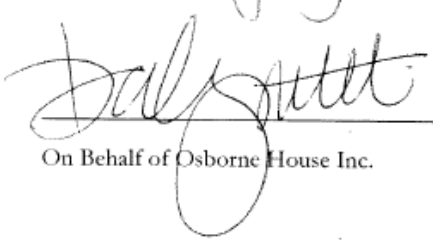
The terms of the job sharing arrangement are attached hereto as Schedule "A" to the Letter of Understanding.

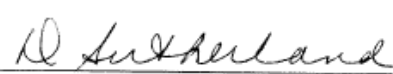
Signing Page

Signed this 15th day of September, 2011.


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union

Schedule A

Subject: Job Sharing

1. Job sharing is defined as a variation of normal working hours whereby a full-time position is shared by two employees.
2. A full-time employee who is interested in job sharing her full-time position shall submit, in writing, a request to the Employer. The request should include the intent of the employee to enter into such an arrangement, the suggested start date, and any other pertinent information. The written request must be submitted at least forty-five (45) working days before the requested start date. For the purposes of this Agreement, working days shall be Monday to Friday.
3. The Employer will then determine whether it is appropriate to proceed with the job share arrangement and will consult with the Union in writing respecting the job share request within ten (10) working days of receiving the request as per paragraph 2 herein. Notification shall include the position involved, the employee who made the request and the proposed sharing formula of the participants.
4. The Union will provide written approval or denial of the job share request within ten (10) working days of receiving the request from the Employer as per paragraph 3.
5. The Employer will provide the decision on the job share in writing to the employee making the request within ten (10) working days of receiving the decision from the Union as per paragraph 4. If the response is favorable, the Employee may then seek applicants for the shared position from inside and outside the bargaining unit.

6. During the first twenty-four (24) months of the job share arrangement, both employees will be on a trial period. During the trial period, the Employer or the employees who requested the job share may terminate the arrangement in writing and with forty-five (45) calendar days' notice prior to the termination thereof without being responsible for showing just cause of any sort. If the job share arrangement is terminated during the trial period, the employee who requested the arrangement will return to the original full-time position and the other affected employee will have her employment terminated without recourse to the Grievance and Arbitration provisions of this Agreement.
7. Subject to the continuation of the job sharing program generally, after the trial period has been successfully completed the job sharing arrangement becomes permanent and the employee who initiated the arrangement relinquishes all rights to return to the position she occupied prior to the job sharing arrangement on a full-time basis.
8. Should one of the employees in the job share arrangement leave the position for any reason, the Employer has the right to determine if the arrangement continues or is terminated. The Employer must advise the other employee in the job share arrangement in writing whether the job sharing arrangement will continue or terminate. If the job share arrangement is terminated, the Employer will first offer the full-time position to the remaining person in the job sharing arrangement if the Employer determines that the position remains full-time.
9. The Employer's group benefit plan requires a minimum number of hours per week to be eligible for the benefit plan. The incumbent who requested the job share (if a member of these group benefit plans) will remain a member of these plans as long as she sustains

continuous employment with the Employer. Benefit level where affected, will be prorated as per the job share arrangement. The newly hired employee for the job share arrangement will be eligible to participate in the benefit plan only if she meets the plans requirements for participants.

10. All other benefits accrued under this Collective Agreement including vacation credits shall be prorated and seniority shall be accrued as per the Computation of Seniority for Part-Time Employees Letter of Understanding.
11. When one of the participants of the job share arrangement requests vacation leave, is absent due to illness or injury, or is on a leave of absence from the Employer, the Employer may, at its discretion, require the other participant to cover a portion or all of the days the other employee is away.

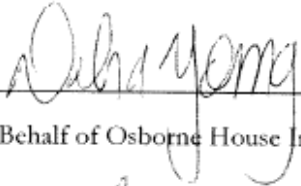
Memorandum of Agreement*between***Osborne House Inc.***and***Manitoba Government and General Employees' Union****RE: On Call Rotation**

The parties agree as follows:


1. Article 17:07 of the Collective Agreement shall apply with the exception to the reference of Executive Assistant.
2. The Supervisors/Executive Director will rotate on call responsibilities on week nights. This rotation will correspond with their on call weekend rotation such that each will be on call through the week preceding her on call weekend. The Thursday and Friday following the on-call weekend will be considered duty days off with pay in remuneration for being on call through the week. In no case shall a Supervisor be required to work on call more than once every four (4) weeks.
3. Should the Supervisor be required to report for work while on call during the week, she will be paid the overtime rate of time and one half (1½x) for all hours worked but in no case shall receive less than three (3) hours at the overtime rate. Article 17:06 will apply should the Team Facilitators/Executive Director choose to take time off in lieu of payment of overtime.
4. Supervisors and the Executive Director will endeavour to ensure that on call coverage on Statutory Holidays is shared equitably.
5. Supervisors and the Executive Director will work collaboratively to ensure on call coverage for vacation, sick leave and other approved absences.

Signing Page


Signed this 15th day of September, 2011.




On Behalf of Osborne House Inc.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Osborne House Inc.



On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Osborne House Inc.

and

Manitoba Government and General Employees' Union

RE: Duration

This agreement shall become effective June 1, 2009, and remain in force with the following understanding:

June 1, 2009 – May 31, 2010	0%
June 1, 2010 – February 15, 2011	0%
February 16, 2011- May 31, 2011	1.5% General Wage Increase (GWI) retro to February 16, 2011
June 1, 2011 – May 31, 1012	2.5% GWI retro to June 1, 2011
June 1, 1012 – May 31, 2013	2.5% GWI
June 1, 1013 – May 31, 2014	2.5% GWI

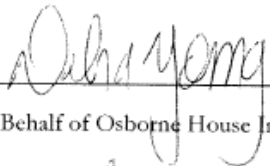
For the purposes of offsetting the duration of this agreement from other Osborne House bargaining units, and to accommodate external factors related to funding (i.e. negotiated Civil Service funding levels), the Union may wish to extend the Collective Agreement by one year in both 2014 and 2015 and accept a 2.5% GWI. It is agreed that the Union shall provide notice to:


- a) extend the Collective Agreement, as per this Letter of Understanding; or
- b) provide notice to bargain as per Article 27.01, no later than May 1, 2014, and May 1, 2015

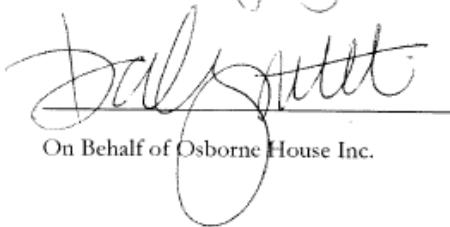
It is further agreed that the current pension plan, and the cost or coverage of benefits, shall not change unless mutually agreed upon by the parties.


Signing Page

Signed this 15th day of September, 2011.


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of Osborne House Inc.


On Behalf of the Manitoba Government
and General Employees' Union

Schedule B – Wage Rates

Effective June 1, 2009 - May 31, 2010

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	36,138	37,584	39,087	40,650	42,276	47,713
	1,389.75	1,445.25	1,503.75	1,563.75	1,626.00	1,835.25
	18.53	19.27	20.05	20.85	21.68	24.47
Coordinator	33,162	34,489	35,868	37,303	38,796	43,786
	1,275.75	1,326.00	1,379.25	1,434.75	1,491.75	1,684.50
	17.01	17.68	18.39	19.13	19.89	22.46
Administrative Assistant	29,210	30,386	31,604	32,864	34,166	38,558
	1,123.50	1,168.50	1,215.75	1,263.75	1,314.00	1,482.75
	14.98	15.58	16.21	16.85	17.52	19.77
Receptionist	20,108	21,114	22,169	23,277	24,441	27,849
	777.75	812.25	852.75	894.75	939.75	1,071.00
	10.37	10.83	11.37	11.93	12.53	14.28

Effective June 1, 2010 – February 15, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	36,138	37,584	39,087	40,650	42,276	47,713
	1,389.75	1,445.25	1,503.75	1,563.75	1,626.00	1,835.25
	18.53	19.27	20.05	20.85	21.68	24.47
Coordinator	33,162	34,489	35,868	37,303	38,796	43,786
	1,275.75	1,326.00	1,379.25	1,434.75	1,491.75	1,684.50
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	1,123.50	1,168.50	1,215.75	1,263.75	1,314.00	1,482.75
	14.98	15.58	16.21	16.85	17.52	19.77
Receptionist	20,108	21,114	22,169	23,277	24,441	27,849
	777.75	812.25	852.75	894.75	939.75	1,071.00
	10.37	10.83	11.37	11.93	12.53	14.28

Effective February 16, 2011 – March 31, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	36,680	38,148	39,673	41,260	43,910	48,429
	1,410.59	1,466.73	1,526.31	1,587.20	1,650.39	1,862.78
	18.81	19.56	20.35	21.16	22.00	24.84
Coordinator	33,659	35,006	36,406	37,862	39,378	44,443
	1,294.87	1,345.89	1,399.94	1,456.27	1,514.13	1,709.17
	17.26	17.94	18.66	19.42	20.19	22.80
Administrative Assistant	29,648	30,841	32,078	33,357	34,678	39,136
	1,123.50	1,168.50	1,215.75	1,263.75	1,314.00	1,482.75
	15.20	15.81	16.45	17.10	17.78	20.07
Receptionist	20,409	21,430	22,501	23,626	24,807	28,266
	789.42	824.43	865.54	908.17	953.85	1,087.06
	10.52	10.99	11.54	12.11	12.72	14.49

Effective April 1, 2011 – May 31, 2012

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	37,523	39,101	40,664	42,291	45,007	49,639
	1,445.85	1,503.40	1,564.47	1,626.88	1,691.65	1,909.35
	19.28	20.04	20.86	21.69	22.55	25.46
Coordinator	34,500	35,881	37,316	38,808	40,362	45,554
	1,327.24	1,379.54	1,434.94	1,492.68	1,551.98	1,751.89
	17.43	18.12	18.85	19.61	20.39	23.02
Administrative Assistant	29,940	31,145	32,394	33,501	35,020	39,521
	1,151.59	1,197.71	1,246.14	1,295.34	1,346.85	1,519.82
	15.35	15.97	16.62	17.27	17.96	20.26
Receptionist	20,610	21,641	22,723	23,858	25,052	28,545
	797.19	832.56	874.07	917.10	963.24	1,097.77
	10.62	11.10	11.65	12.23	12.84	14.64

Effective April 1, 2012 – May 31, 2013

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	38,461	40,078	41,680	43,348	46,132	50,879
	1,482.00	1,540.99	1,603.58	1,667.55	1,733.94	1,957.08
	19.76	20.54	20.38	22.33	23.11	26.10
Coordinator	35,362	36,778	38,248	39,778	41,371	46,692
	1,360.42	1,414.03	1,470.81	1,530.00	1,590.78	1,795.69
	17.86	18.57	19.32	20.10	20.90	23.60
Administrative Assistant	30,688	31,923	33,203	34,338	35,895	40,059
	1,180.38	1,227.65	1,277.29	1,327.72	1,380.52	1,557.81
	15.73	16.37	17.04	17.70	18.41	20.77
Receptionist	21,125	22,182	23,291	24,454	25,678	29,258
	817.12	853.37	895.92	940.03	987.32	1,125.21
	10.88	11.38	11.94	12.54	13.16	15.00

Effective April 1, 2013 – May 31, 2014

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor	39,607	41,079	42,722	44,431	47,285	52,150
	1,509.05	1,579.51	1,643.67	1,709.24	1,777.29	2,006.00
	20.25	21.05	20.89	22.89	23.69	26.75
Coordinator	36,246	37,694	39,204	40,772	42,405	47,859
	1,394.43	1,449.38	1,507.58	1,568.25	1,630.55	1,840.58
	18.31	19.03	19.80	20.60	21.42	24.19
Administrative Assistant	31,455	32,721	34,033	35,196	36,792	41,060
	1,209.89	1,258.34	1,309.22	1,360.91	1,415.03	1,596.75
	16.12	16.78	17.47	18.14	18.87	21.29
Receptionist	21,653	22,736	23,873	25,065	26,319	29,989
	832.55	874.70	918.32	968.05	1,012.00	1,153.34
	11.15	11.66	12.24	12.85	13.49	15.38