

Collective Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(hereinafter referred to as the "Employer")

of the first part

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the "Union")

of the second part

April 1, 2010 - March 31, 2012

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*All Changes are in **bold**.

Article 1 Purpose of Agreement

- 1:01** The purpose of this Collective Agreement is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussions and negotiations during the term of the Agreement.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including the 1st day of April, **2010** and shall continue in effect up to and including the 31st day of March, **2012**. During the period required to negotiate a renewal or revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

Article 3 Notice for Collective Bargaining

- 3:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may be served written notice to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.
- 3:02** Where a party to this Agreement has given notice under 3:01 above the other party of this Agreement, the parties, within fifteen (15) calendar days commencing from and including the first day after the day upon receipt of the proposals for renewal or revision and renewal of the Collective Agreement or for the conclusion of a new Collective Agreement, shall meet and commence to bargain collectively and make every effort to conclude a renewal or revision and renewal of the Collective Agreement or a new Collective Agreement.

Article 4 Recognition and Scope of Bargaining Agent

- 4:01** The Employer recognizes the Union, as the sole bargaining agent for all employees covered by this Agreement, except those listed in Appendix “B”.
- 4:02** The Employer recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.
- 4:03** The Employer shall submit any and all proposals for any revision of this Agreement in writing to the Union and further shall not place any proposals before any employee or group of employees prior to negotiations between the parties hereto.

Article 5 Definitions

- 5:01** “Classification” means a group of positions which are sufficiently similar in duties, abilities, skills and responsibilities as are written in the job description so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.
- 5:02** “Position” means a job within a classification of the total permanent staff establishment of the Employer.
- 5:03** “Employee” means a person employed by the Employer.
- 5:04** “Full-time Employee” means an employee who regularly and recurrently works the regular hours of work specified in Article 10.
- 5:05** “Part-time Employee” means an employee who works less than the regular hours, and who works the same shifts or rotation on a regular and reoccurring basis for a continuous period.

- 5:06** “Casual Employee” means an employee other than a full-time or part-time employee who is scheduled to work less than regular hours. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:
- (a) A casual shall receive vacation pay bi-weekly at the rate of four (4%) percent of the regular hours worked in a bi-weekly pay period.
 - (b) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1 ½x) their basic rate of pay.
 - (c) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 17.
 - (d) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
 - (e) 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.
 - (f) Articles 13 and 36 herein apply only with respect to the terms of this Agreement.
- 5:07** “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by the grant from a third party. Grant monies shall not be used to displace employees covered by this Agreement nor shall such monies be used to create redundancy of positions in the bargaining unit. A grant employee is not included in this Agreement.
- 5:08** “Term Employee” means an employee hired for a specific term of employment for a maximum duration of one (1) year.
- (a) Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (i) The Employer shall not be required to give any notice or payment in lieu thereof;
 - (ii) The employee shall not be required to give any notice of resignation.
- (b) Where a term employee is laid off, then the following shall apply:
- (i) If the layoff is at the end of a specific term of employment, no notice of layoff is required;
 - (ii) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (a) Thirty (30) days notice to an employee with one (1) or more years of full-time continuous service, or
 - (b) Two (2) weeks notice to an employee with less than one (1) year of full-time continuous service.
- (c) Where an employee is employed in the same position performing the same function for a period of more than twelve (12) continuous months and where the need for the function is expected to continue, the Employer will convert the position to regular status. As such an employee would not normally remain in term status for more than twelve (12) continuous months where the employee is performing a continuing function.
- (d) An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- (e) The terms of this Agreement shall apply to full-time employees after completion of twelve (12) continuous months service.

5:09 "Promotion" means the change from one classification to another having a higher maximum salary.

- 5:10** “Overtime” means time worked in excess of an employees normal work hours, which has been pre-authorized by the Employer.
- 5:11** “Merit Increase” means an increase in the rate of pay an employee within the employee’s pay range which will be granted on the condition of satisfactory service on the employee’s anniversary date.
- 5:12** “Transfer” means the movement within the classification from one position to another or from one work location to another.
- 5:13** “Demotion” means one of:
- (a) the change from one classification to another having a lower maximum salary, or
 - (b) the downward adjustment of an employee’s salary.
- 5:14** “Layoff” is defined as a reduction in the work force or a reduction in an employee(s) regular hours of work.
- 5:15** “Fiscal Year” means the regular calendar year.
- 5:16** “Work Location” means any location where employees are required to report as a base operations.
- 5:17** “Travel Time” means work time.

Article 6 Interpretation

- 6:01** Wherever the singular or masculine gender is used in this Agreement the same shall be constructed as meaning the plural or feminine gender where the context so admits or requires.

Article 7 Part-time Employees

- 7:01** (a) Part-time employees will only be eligible for group insurance and RPP after two (2) years of part-time service and only where the employee works a minimum of twenty-five (25) hours a week.
- (b) Benefits as detailed in this Agreement shall be provided on a pro-rated basis depending on the number of hours worked.
- (c) Where a benefit is to be pro-rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position, the total cost to the Employer of that benefit is no greater than the cost of having the position filled by the full-time employee.
- (d) In pro-rating a benefit, the factor used shall be determined by totaling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 290.

7 hours x 8 weeks x 5 days.

number of regularly scheduled

$$\text{Pro-Rating Factor} = \frac{\text{hours the employee worked in the preceding eight weeks}}{290}$$

- 7:02** Where otherwise specifically provided in this Agreement 7:01 above shall not apply.
- 7:03** Both classification and service seniority for part-time employees are based on accumulated service.

Article 8 No Discrimination

- 8:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, same sex partners, marital status, race, creed, color, ethnic or national origin, political or religious affiliation, membership in the Union or activities in the Union.

Article 9 Management Rights

9:01 All the 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. Without limiting the foregoing the Employer's rights shall include:

- (a) The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded by the bargaining unit.
- (b) The right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations; the direction of the working forces; the work to be performed; the standards of work and service; the schedules of work and service; the methods, process and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods; the numbers of employees needed by the Employer at any time and how many shall work at any job or on any shift; working hours; the number of hours to be worked; starting and quitting time (subject to Manitoba Legislation); and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.
- (c) The right to maintain order, discipline and efficiency; to make, alter and enforce policies and procedures to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.

9:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

- 9:03** During the term of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

Article 10 Hours of Work

- 10:01** Except where otherwise stated in this Agreement the regular hours of work for standard employees covered by this Agreement shall either be thirty-five (35) or forty (40) hours per week, however, “regular” hours may vary with position, as well as within and between departments.
- 10:02** Normal daily hours of those working thirty-five (35) hours per week shall be seven (7) hours and forty (40) hours per week shall be eight (8) hours. These hours are exclusive of meal and rest breaks. A meal break, shall consist of one (1) or one-half (½) hour depending on the position. If any employee is required to work his/her meal break, the Y.W.C.A. shall provide a paid meal.
- 10:03** Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per full working day.
- 10:04** The Y.W.C.A. agrees to provide the Union with thirty (30) days notice in shift schedules, except in emergency situations. The Employer and Union agree to meet upon request to discuss any concerns of the Union that arises out of the change.

Article 11 Performance Appraisal/Personnel File

- 11:01** During the term of this agreement, amendments to the salary schedule resulting from the Introduction of a New Classification, or Amendments to Appendix “A” of this agreement in respect of exclusions from the terms of this agreement, shall be determined through negotiations between the parties hereto.

- 11:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.
- 11:03** Where a formal assessment of an employee's job performance is made, the employee concerned shall be given an opportunity to sign the assessment upon its completion to indicate that its contents have been read. The employee shall be entitled to place his/her own comments on the assessment where such space is provided or append his/her comments to the assessment where no such space is provided. An employee, upon request, shall receive a copy of the assessment at the time of signing.
- 11:04** An employee shall be permitted to examine his/her personnel file at three (3) month intervals after having submitted a written request to the Supervisor on each occasion.
- 11:05** New job descriptions to be updated and copies shall be supplied to the Union.

Article 12 Disciplinary Action

- 12:01** An employee shall only be disciplined for just cause.
- 12:02** No notice or payment in lieu thereof is required where an employee is dismissed.
- 12:03** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.

- 12:04** 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 it has been read. Upon signing the employee shall receive a copy of such a report.
- 12:05** 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.
- 12:06** An employee may grieve any disciplinary action regarding the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.
- 12:07** The person or board to whom a grievance is made may:
- (a) uphold the disciplinary action; or
 - (b) vary the disciplinary action; or
 - (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).

Article 13 Grievance Procedure

- 13:01** 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.
- 13:02** A grievance is defined as a complaint in writing 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) dismissal, suspension, demotion or written reprimand of an employee.

13:03 Notwithstanding 13:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 3 of the Grievance Procedure.

- 13:04**
- (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees in more than one (1) department; and where as a result the Union deems it impractical that each effected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Section 13:02(a). A group grievance shall be presented directly to the Employer within ten (10) working days following the date upon which the employee(s) who were notified orally or in writing, or when the employee(s) first became aware of the action giving rise to the grievance.
 - (b) Where either party to the 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.
 - (c) Where the parties fail to resolve a grievance under 13:04(a) or 13:04(b), 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.

- 13:05** 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 of 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 prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote Article in dispute.
- 13:06** Grievances as defined in 13:02 and 13:03 shall be dealt with within ten (10) working days of the occurrence in the following manner:
- (a) Step 1
- The employee concerned or the Union's Shop Steward or representative may submit a grievance in writing to the Manager/Director who shall reply in writing within five (5) working days after receipt of the grievance.
- (b) Step 2
- Failing a settlement at Step 1, the grievance may be resubmitted within five (5) working days in writing to the CEO through the Director of Organizational Development who shall render his/her decision in writing five (5) working days after receipt of the grievance.
- (c) Step 3
- Where the decision of Step 2 is unsatisfactory, the Union 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 issue in dispute to arbitration.

- 13:07** 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.
- 13:08** Grievances concerning job vacancies or promotion or transfers and new positions shall be commenced at Step 1 of the grievance procedure within fifteen (15) working days of the employee being notified of the Employer's decision.
- 13:09** An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 14 Merit Increase

- 14:01** The anniversary date of an employee, shall commence from the date of hire, and/or in the event of a promotion or transfer to a higher classification, the employee may be eligible for the next merit increase twelve (12) months from the date of promotion or transfer.
- 14:02** An employee may be eligible for a merit increase twelve (12) months from the employee's established anniversary date.
- 14:03** The effective date for an employee's merit increase may be the first day of the bi-weekly pay period which includes the employee's anniversary date.
- 14:04** Where a merit increase is not granted to an employee on the employee's anniversary date, the employee may be notified in writing with the reasons on/or before the applicable anniversary date. The affected employee shall have recourse to the normal grievance procedure.

- 14:05** Eligibility of part-time employees for merit increases will be based on calendar service provided the employee has received pay for at least 377 hours exclusive of overtime.

Article 15 Resignations

- 15:01** **An employee wishing to resign shall provide notice to the Accommodations Manager and in the absence of the Accommodations Manager, the Executive Director, in which she will specify the last day upon which the employee will perform the employee's regular duties.**
- 15:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 15:03** Subject to Sections 15:04, 15:05 and 15:06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 15:04** Subject to Section 15:06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the employing authority.
- 15:05** An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.
- 15:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

- 15:07** Where an employee is absent without leave for a period of one (1) week, the employee shall be considered to have abandoned her position and shall be deemed to have resigned without notice on the last day on which the employee was present at work and performed her regular duties.
- 15:08** Where an employee is absent during working hours without leave and fails to give satisfactory explanation for the absence the Employer may take disciplinary action, including suspension or dismissal, as is warranted.
- 15:09** The period of notice required to be given by the part-time employee or the Employer is the same as that applicable to full-time employees.

Article 16 Overtime and Premium Pay

- 16:01** The Employer may require the employee to work overtime.
- 16:02** All time worked in excess of seven (7) or eight (8) hours in one (1) day and thirty-five (35) or forty (40) hours in one (1) week shall be considered overtime. Overtime for any work day shall be at one and one-half times (1 ½x).
- 16:03** A full-time employee who is not at work and who is called in to work outside his/her regularly scheduled hours, that is, thirty-five (35) hours per week, or seven (7) hours per day, and forty (40) hours per week, or eight (8) hours per day shall be paid a minimum of three (3) hours at the applicable overtime rate “if less than twenty-four (24) hours notice is given”, and if twenty-four (24) hours or more notice is given, the call out will be paid at straight time.
- 16:04** With the agreement of the employees and Employer, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.

- 16:05** All overtime must be pre-authorized.
- 16:06** Where an employee has elected compensation in time for overtime worked, compensatory time earned must be taken within ninety (90) days. Any extension of this time must be approved in writing by the supervisor.
- 16:07** (a) Overtime for part-time employees is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. seven (7) hours.
- (b) Overtime on a day of rest for a part-time employee is only payable when an employee has worked at least five (5) days in a week without payment of overtime.
- 16:08** Whenever the Employer requires employees to work overtime the following shall apply:
- (a) Wherever possible, overtime will be assigned by classification; and
- (b) Overtime will be assigned by seniority within the classification; and
- (c) When there are more than one (1) employee in the same classification, said work shall be assigned on an equalized basis.

Article 17 Shift Premiums

- 17:01** Employees shall receive an afternoon shift premium for each hour or portion of an hour worked between 3:30 PM and 11:30 PM. The employee shall be paid a shift premium of fifty cents (\$0.50) per hour for that shift.
- 17:02** Employees shall receive a night shift premium for each hour or portion of an hour worked between 11:30 PM and 7:30 AM. The employee shall be paid a shift premium of fifty cents (\$0.50) per hour for that shift.

Article 18 Union Business

- 18:01** At the written request of the Union, the Employer shall grant leave of absence with pay to Union Officers, who are employees of the Employer, for the purpose of carrying on the necessary business of the Union, provided such leave does not place undo load on the Employer's routine activities. The Union will notify those Union Officers requested to attend Union business to confirm approval with their Supervisor.
- 18:02** Where leave of absence has been granted under Articles 19:01 and 19:04, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees for the period of absence.
- 18:03** It is agreed that the Employer will provide notice boards for the use of official Union members in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.
- 18:04** Employees elected or appointed to full-time Union positions shall be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Employer and the employee will continue to accrue seniority with the Employer during such periods. Employees on such leave will, at their option, continue to participate in all Employer welfare and pension plans provided the Union reimburses the Employer on a monthly basis for the cost of such premiums. Upon application to the Employer, such employees will be re-employed by the Employer at the same position or like position at the same step in the pay range at which the employee left to work for the Union.
- 18:05** Upon twenty-four (24) hours notice, the Employer will allow and provide a suitable area for employee information sessions at various work locations, as long as such sessions are not during hours of work and not interfering with other work activities of the Employer.

Article 19 Rights of Stewards

- 19:01** The Employer recognizes the Union's right to select Stewards to represent their membership within the workplace. The Union agrees to provide the Employer with the names of these Stewards and the work area represented within fourteen (14) days of their appointment.
- 19:02** The duties and responsibilities of Shop Steward shall include the following activities:
- (a) Investigation of complaints, grievances and/or disputes including the making of presentations to the Employer as required.
 - (b) The transmission of Union's bulletins and/or notices by posting.
 - (c) Participation in collective bargaining as a member of the Union's bargaining team, when required by the Union.
 - (d) Participation in arbitration proceedings when required by the Union.
 - (e) Participation in the administration of the Union as may be required for the Component Executive meetings and Stewards meetings.
- 19:03** The Steward shall obtain permission of the Employer or his/her designate before leaving his/her work to perform his/her duties as a Steward. Such permission shall not be unreasonably sought or withheld.
- 19:04** A Steward shall conduct his/her duties as a Steward within his/her own designated area and providing the Steward has received the proper authorization, such leave will be regarded as leave of absence with pay.
- 19:05** The Union can agree that the activities of its Stewards will be directly limited during working hours while on the Employer's premises, to representing their members on matters related to this Agreement.
- 19:06** The Union will provide the Employer with a list of officers of the Union and any subsequent changes.

- 19:07** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in pay 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 20 Safety and Health

- 20:01** The Employer shall make all reasonable provisions for the Safety and Health of employees during working hours in accordance with the requirements of the *Workplace Health and Safety Act*.
- 20:02** The Employer agrees to provide all available information required by the Union Health and Safety Committee in carrying out its duties.
- 20:03** The Union agrees to provide the Employer with written notification of elected/appointed worker safety and health representatives within twenty (20) days of such election/appointment.
- 20:04** The Employer agrees to pay sixteen (16) hours paid leave to each member of the Workplace Safety and Health Committee to participate in training as determined by the Union, in respect to Health and Safety.

Article 21 Seniority

- 21:01** Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Employer provided the employee is eligible for membership in the Union.
- 21:02** The Employer will provide the Union with a seniority list in January of each year.

- 21:03** Employees shall lose their seniority only if they:
- (a) resign from the employ of the employer;
 - (b) are discharged for just cause or terminated pursuant to proper application of this Agreement;
 - (c) are laid off for a period exceeding twelve (12) continuous months;
and
- 21:04** Employees laid off and placed on the recall list shall retain seniority up to twelve (12) months during such period of layoff.
- 21:05** Employees on full Long Term Disability benefit shall retain seniority for a period up to twelve (12) months following the date on which they became eligible for the benefit.
- 21:06** Employees on approved maternity leave shall continue to accrue seniority.
- 21:07** Seniority dates should be established from the date of hire.
- 21:08** Seniority for part-time employees is based on accumulated service.

Article 22 Probation

- 22:01** New employees, hired under the terms of this Agreement, will be on probation for a three (3) month period. However, this shall not preclude the Employer from extending the probationary period of an employee to a maximum of three (3) additional months.
- 22:02** During such probationary period the Employer may, at its sole discretion dismiss, suspend, discipline or demote such employee and such dismissal, suspension, discipline or demotion shall be subject to the grievance procedure up to and including Step 2 which shall be final and binding.

- 22:03** Upon completion of the probationary period, the employee will be credited with seniority back to the date of hire.
- 22:04** (a) The period of probation for a part-time employee is based on calendar service.
- (b) Notwithstanding any provision of the Collective Agreement, this period may be extended by the Employer for any reason provided twelve (12) months probation is not exceeded.

Article 23 Vacancies, Change in Employee Status and Transfers

- 23:01** When a new position is created or when a vacancy occurs in the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week. This shall also include vacancies arising from retirement. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and salary.
- 23:02** In filling vacancies, the Employer shall choose the individual whose qualifications, ability and skills best meet the requirements of the position. If qualifications, ability and skill are relatively equal, seniority shall be the deciding factor. Selection disputes under this Article are grievable to Step 3 of the Grievance Procedure.
- 23:03** (a) All promotions, recalls and voluntary transfers are subject to a three (3) month trial period and if an employee is found to be unsatisfactory in his/her new position during this trial period, the employee shall be returned to his/her former position without loss of seniority, as per Article 22.
- (b) Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.
- 23:04** If an internal and external candidate have equal qualifications, skills, and ability for the requirement of the position, preference shall be given to the internal candidate.

- 23:05** No employee shall be promoted to a position outside a bargaining unit without the employee's consent. An employee shall have the right to return and the Employer shall have the right to return the employee to a position in the bargaining unit during the trial period, which shall be a maximum of ninety (90) days.
- 23:06** The employer may transfer an employee into a vacant position, bypassing the normal posting and selection procedures, if same is agreed by the Employer and the Union.

Article 24 Medical Fitness

- 24:01** An employee may be required by the Employer to have an examination from a duly qualified health care practitioner acceptable to or appointed by the Employer. The Employer shall pay the cost of the examination where the cost is not covered by the Manitoba Health Services Commission.

Article 25 Holidays

- 25:01** The following holidays shall be observed:
- | | |
|---------------------------|-------------------------------------|
| (a) New Year's Day | (h) Labour Day |
| (b) Louis Riel Day | (i) Thanksgiving Day |
| (c) Good Friday | (j) Remembrance Day |
| (d) Easter Monday | (k) Christmas Day |
| (e) Victoria Day | (l) Boxing Day |
| (f) Canada Day | (m) Any other holiday proclaimed by |
| (g) Civic Holiday | Federal or Provincial Statute |

For calculation purposes holidays shall be observed as indicated below:

- (a) For all shift employees, where any of the holidays fall on a Saturday or a Sunday, shall be observed on that day. For the**

purposes of this Article, a shift employee is one whose regular work is not Monday to Friday inclusive;

- (b) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.**

- 25:02** An employee is entitled to pay for a holiday on which he/she does not work provided:
- (a) he/she did not fail to report to work after having been called to work on the day of the holiday; and
 - (b) he/she did not absent himself/herself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of established illness.
- 25:03** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section 26:02 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1 ½x) his or her regular rate for the time worked on that day.
- 25:04** An employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled, compensation based on time and one-half (1 ½ x) the employee's regular rate of pay for all overtime worked on the holiday.
- 25:05** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

- 25:06** Upon receipt of the written approval of his/her supervisor at least two (2) weeks in advance, an employee who observes other religious holidays shall be allowed to substitute vacation time or compensatory time in order that he/she may have this time off.
- 25:07** Part-time employees will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - (ii) has not absented himself/herself from work without the consent of the employing authority on his/her regular working day immediately preceding or following the holiday unless his/her absence is by reason of established illness. Where an employee is eligible for holiday pay or time in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro-rating factor.

Article 26 Vacation

- 26:01** For purpose of this Agreement, a vacation year is the period beginning on the first day of January and ending on the thirty-first day of December.
- 26:02** Seniority will be used for vacation scheduling subject to operational requirements.
- 26:03** Vacation schedules must be approved by the Employer.
- 26:04** Vacation is to be taken within the year following the accumulation of a year's credit.
- 26:05** Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, will accrue vacation pay at the rate of four percent (4%) of regular pay or two (2) weeks 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 two (2) years of service are completed will accrue vacation pay at the rate of six percent (6%) of regular pay or three (3) weeks to be taken in the year in which three (3) 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, the employee shall accrue vacation pay at a rate of eight percent (8%) of regular pay equaling four (4) weeks.

26:06 Such vacation will be pro-rated for casual, part-time and seasonal employees and accrue at four percent (4%) of regular pay for each period of regular hours worked, exclusive of overtime, equivalent to one hundred and fifty-two and one-quarter (152 ¼) hours or twenty-one (21) working days.

26:07 Where an employee becomes ill during the period of the employee's scheduled 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.

26:08 Where a paid holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of that holiday.

26:09 An employee shall be entitled to take vacation leave for periods less than a week such as a day at a time, provided such leave is approved by the Employer.

- 26:10** Vacation credits shall not accumulate while an employee is:
- (a) absent without leave;
 - (b) absent on a leave without pay for one (1) week or more;
 - (c) absent on Workers Compensation for a period of twelve (12) consecutive calendar months or more.
- 26:11** The Employer will maintain a list of unused vacation credits and make same available to employees upon request.
- 26:12** After the probationary period has expired, vacation may be taken as it is earned.
- 26:13** The exercise of discretion by the Employer under and Articles 27:02 and 27:08 shall not be grievable.

Article 27 Compassionate Leave

- 27:01** An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a member of the employee's immediately family. Immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, grandparent, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 27:02** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt or uncle.
- 27:03** An employee who is entitled to Compassionate Leave under Sections 28:01 and 28:02 during vacation leave shall receive vacation credits equal to number of days of Compassionate Leave granted.

- 27:04** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 27:05** An employee who is entitled to Compassionate Leave shall be entitled to up to four (4) days additional Compassionate Leave without loss of pay at the discretion of the employer for the purpose of attending a funeral at a distance, and encountering transportation interruptions. Proof of the transportation interruption must be provided by the employee.
- 27:06** Any or all Provincial and/or Federal Legislation shall apply to this Article, i.e. Compassionate Care Leave.
- 27:07** 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:
- (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
 - (ii) 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.
 - (iii) 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) weeks duration.
 - (iv) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (1) the day the certificate is issued, or
- (2) if the leave was begun before the certificate was issued, the day the leave began; and
- (b) the family member requires the care or support on one (1) or more family members.

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

- (v) A family member for the purpose of this Article shall be defined as:
 - (a) a spouse or common-law partner of the employee;
 - (b) a child of the employee or a child of the employee's spouse or common-law partner;
 - (c) a parent of the employee or a spouse or common-law partner of the parent;
 - (d) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (vi) 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.
- (vii) Seniority shall accrue as per Article 22.
- (viii) In the event that the death of a family member occurs during this period of leave the employee shall be eligible for Compassionate Leave as outlined in Article 28:01, 28:02, 28:04 and 28:05.

Article 28 Sick Leave

- 28:01** A full-time or part-time employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform his/her regular duties as a result of personal illness or injury.
- 28:02** The sick leave to which an employee is entitled shall accumulate at the rate of one (1) day per month to a maximum of twelve (12) days per year. The unused portion may be carried forward into subsequent years to a maximum of thirty-six (36) days and any unused portion will be carried over with pay into retirement.
- 28:03** Where an employee is to be absent on sick leave, the employee shall notify the immediate supervisor as soon as possible but at least two (2) hours prior to start of her shift, to facilitate arranging for relief coverage.
- 28:04** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall, and for a period of three (3) consecutive working days or less may be required to furnish to the Employer a medical certificate or sworn statutory declaration certifying that the employee is unable to be present at work because of illness. Where an employee fails to produce such medical certificate or sworn statutory declaration to the Employer, the employee shall not be paid for the period of absence.
- 28:05** If an employee is sick while on his/her normal vacation, on written confirmation of the attending physician and provided the employee notifies the Employer, the Employer shall allow the period of sickness to be charged to any existing unused sick leave credits. Extension of the approved vacation period, to compensate for the sick time, is at the discretion of the Employer.

- 28:06** For other purposes, such as sickness and/or accidents in the immediate family, 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 on the recommendation of the Employer and charged against the employee's sick leave credits.
- 28:07** An employee can use up to three (3) paid days to attend medical appointments in Winnipeg to be charged against the employees sick leave.
- 28:08** A maximum of thirty-six (36) unused sick leave days (paid) may be carried over for retirement after fifteen (15) years of service.

Article 29 Workers Compensation

- 29:01** 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 of injury or disability occurred.
- 29:02** 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.
- 29:03** 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 department if it is not covered by a medical plan.
- 29:04** Where an employee is injured at work, and is physically unable to return to his/her previous duties, the Employer shall make reasonable efforts to accommodate the employee in another job, within the Y.W.C.A.

Article 30 Paternity Leave

- 30:01** A male employee shall be granted three (3) day's leave with pay, to attend to needs directly 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.
- 30:02** Paternity leave for part-time employees shall be pro-rated as set out in Article 7:01.

Article 31 Maternity Leave

- 31:01** An employee who qualifies for Maternity Leave may apply for such leave in accordance with the plan set out below.
- 31:02** In order to qualify for maternity leave, a pregnant employee must:
- (a) have completed nine (9) continuous months of employment with the Y.W.C.A.;
 - (b) submit to the Employer an application in writing for leave under Plan A 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 practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 31:03** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 32:02(c); or

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 32:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Y.W.C.A. may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

31:04 An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Unemployment Insurance waiting period. Approved sick leave with pay granted during the period of return shall be counted as days worked.

31:05 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.

31:06 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.

31:07 Sections 36(3) through 36(8) inclusive of *The Employment Standards Act* respecting Maternity Leave shall apply *mutatis mutandis*.

31:08 (a) Part-time employees are eligible for Maternity Leave as set out in the Agreement.

- (b) To qualify for maternity leave, calendar service is used, i.e. nine (9) months.

An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.

- (c) The application of five (5) days sick leave towards the U.I.C. waiting period will be calculated by multiplying the number of days

accumulated sick leave the employee has to five (5) days by the pro-rating factor.

- (d) Any Provincial changes to this leave shall be applied, and deemed to be a part of this Collective Agreement.

Article 32 Parental Leave

- 32:01** In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of a province.
- 32:02** An employee who qualifies under Section 33:01 must:
- (a) have completed nine (9) continuous months of employment; and
 - (b) submit to the employing authority an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 32:03** An employee who qualifies in accordance with Sections 33:01 and 33:02 is entitled to Parental Leave without pay for a continuous period of up to seventeen (17) weeks.
- 32:04** Subject to Section 33:05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

- 32:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- 32:06** Any Provincial changes to this leave shall be applied, and deemed to be a part of this Collective Agreement.

Article 33 Adoptive Leave

- 33:01** In order to qualify for Adoptive Leave, in the case of adoption of a child less than twelve (12) years old or an individual under mental or physical disability, an employee must:
- (a) have completed twelve (12) 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 date the employee intends to commence such leave; and
 - (c) provide the Employer with confirmation of adoption from the appropriate authority.
- 33:02** An employee who qualifies is entitled to and shall be granted adoptive leave for a period not exceeding seventeen (17) weeks. The employee may elect to commence the adoptive leave:
- (a) from the day the child comes into the employee's actual care and custody;
 - (b) at any time during or on the expiry date of any leave of absence taken by another person in respect of the child; or
 - (c) at any time during the ninety (90) days after the child comes into the employee's actual care and custody.

- 33:03** An employee who has been granted adoptive leave shall be permitted to apply up to a maximum of five (5) days of his/her accumulated sick leave against the Unemployment Insurance waiting period.
- 33:04** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child.
- 33:05** Part-time employees are eligible for the full calendar time benefit, i.e. seventeen (17) weeks as set out in Article 34:02.
- 33:06** Any Provincial changes to this leave shall be applied, and deemed to be a part of this Collective Agreement.

Article 34 Layoff and Recall

- 34:01** Subject to the abilities and prior work performance of the employees concerned, employees shall be laid off in the reverse order of the seniority within their occupational classification within their department or program.
- 34:02** The Employer shall provide fourteen (14) calendar days or one (1) full pay period written notice of a layoff of greater than seventy-two (72) hours, or pay in lieu thereof.
- 34:03** In the event of the permanent closure of a work place the affected employees shall receive a minimum of two (2) full pay periods notice of the closure or pay in lieu thereof.
- 34:04** Employees laid off shall be placed on a re-employment list with a copy being provided to the Union. Laid off employees shall be recalled in order of seniority provided qualifications, skill and ability to perform the work required are relatively equal. Employees on the re-employment list shall be given the first opportunity for any casual employment provided they are capable of doing the available work.

- 34:05** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Employer.
- 34:06** An employee on continuous layoff for a period of twelve (12) months shall, at the end of that period, be considered terminated and his/her name shall be removed from the re-employment list.
- 34:07** (a) The period of notice required to be given by the part-time employee or the Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro-rating factor.
- 34:08** Accumulated service is used for purposes of layoff of part-time employees.

Article 35 Arbitration

- 35:01** Where a grievance is to be referred to arbitration, the following procedure shall apply:
- (a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the Arbitration Board;
- (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board;
- (c) the two appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board;
- (d) if the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a Chairperson within ten (10) working days, the appointment may be made by the Chief Justice for the

Province of Manitoba or, in his/her absence, the Chief Justice of the Court of Queen's Bench upon request of either party.

35:02 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Sub-Section :01(a) shall so state:

- (a) 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.
- (b) 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 proceeding may submit the name of its appointee to the board in accordance with Section :03(c) within ten (10) working days.
- (c) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

35:03 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 therein in the form of an award of the Arbitration Board.

35:04 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.

Article 36 Technological Change

36:01 In this Agreement “Technological Change” means:

The introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business; and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of the equipment or material.

36:02 The provisions of Section 83 to 86 as contained in the *Labour Relations Act* as of November 17, 1993 are incorporated into this Agreement.

Article 37 Acting Status

37:01 Where an employee employed in one position to temporarily take over all of the responsibilities of another position having a higher rate of pay, and provided the employee takes over and continues to perform for one (1) or more consecutive working days all of the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other positions with acting status and shall be paid at the rate of pay for that other position from the dates of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless the employee is appointed or promoted to another position, revert to the employee’s original position and be paid at the rate of pay for the original position that the employee would be paid if the employee had never held the temporary appointment.

If the position to which the employee is temporarily appointed is subject to a salary range, the employee will be placed at a point in the range which is, if possible, at least one full increment more than the rate of pay which the employee was being paid in the former position.

Article 38 Disposable Income Policies

- 38:01** (a) All benefits, currently available to employees of the Y.W.C.A., shall remain in place, and such costs shall be the responsibility of those currently bearing the costs.
- (b) Employees with five (5) or more years of service, may on a voluntary basis increase their pension contributions by one percent (1%), for which the Employer will match the same.
- (c) Commencing on January 1, 2000, employees with eight (8) or more years of service, may on a voluntary basis, increase their pension by three percent (3%) for which the employer will match the same.

Article 39 Employee Assistance Program

- 39:01** The Y.W.C.A. shall explore the availability of the current Manitoba Government, Employee Assistance Program, and make it available for its employees and immediate family.

Article 40 Staff Development

- 40:01** The parties recognize the desirability of ongoing staff development; and Educational Leave practices shall be as set forth from time to time in policy.

Article 41 Reclassification Procedure

- 41:01** An employee may submit a Request for Reclassification to the Employer.
- 41:02** The Employer would have twenty (20) working days following receipt of the request to reply.
- 41:03** The employee shall have recourse to the Grievance Procedure commencing at Step 2.

Article 42 Uniforms and Shoes

- 42:01** The parties agree that when the Employer requires that uniforms and shoes be worn, then such uniforms and shoes shall be supplied by the Employer. It shall be the responsibility of the Employer to launder and maintain such clothing.

Article 43 Court Leave

- 43:01** A full-time, part-time or term employee summoned for jury duty shall be granted a leave of absence for the duration of the required and actual absence and shall be paid for any regularly scheduled days of work missed as a result of such absence. Jury fees, but not reimbursement of actual expenses, shall be remitted to the Employer by the employee forthwith upon receipt.
- 43:02** Where a full-time, part-time or term employee is summoned or subpoenaed to appear as a witness in or is a party to any civil or criminal proceeding, such employee shall be granted a leave of absence for the duration of her required and actual absence, without pay.
- 43:03** Notwithstanding Article 44:02 where a full-time, part-time or term employee is summoned or subpoenaed to appear as a witness in or is a party to any civil or criminal proceeding, other than any arbitration proceeding arising under or by virtue of this Collective Agreement, and where the attendance of such employee is required as a result of incidents substantially and directly arising during the employees work and while acting within the scope of her employment and the practices, rules and procedures of the Employer, such employee shall be granted a leave of absence for the duration of the required and actual absence and shall be paid by the Employer as though the required and actual absence were time for the Employer.

43:04 Court leave for part-time employees shall be pro-rated as set out in Article 7:01.

Article 44 Harassment

44:01 The Employer agrees to investigate allegations of harassment and shall endeavor to resolve them in an expeditious manner.

44:02 The employee may forward a written complaint alleging harassment directly to the CEO.

44:03 If the complaint is against the CEO, then it shall be directed to the Chairperson of the Board of Directors.

The following representatives of the parties have signed this agreement on behalf of the Y.W.C.A. Residence Inc. (Thompson) and the Manitoba Government and General Employees' Union.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Appendix "A"

April 1, 2010 - March 31, 2011	Start	6 mo.	1	2	3	4	5	6	7	8	
Housekeeping & Food Services	9.95	10.15	10.45	10.90	11.20	11.50	11.80	12.10	12.25	12.40	
Front Desk Clerks & Cooks	11.20	11.45	11.80	12.25	12.60	12.95	13.30	13.65	13.80	13.95	
Clerk 2	12.20	12.45	13.00	13.40	13.80	14.20	14.70	15.20	15.35	15.60	
Clerk 3 & Mntce Coordinator	14.20	14.60	14.95	15.70	16.20	16.70	17.20	17.70	17.85	18.00	
Head house Keeper	13.18		13.57	13.96	14.42	14.89	15.35				
April 1, 2011 - March 31, 2012	Start	6 mo.	1	2	3	4	5	6	7	8	9
Housekeeping & Food Services	10.10	10.30	10.61	11.06	11.37	11.67	11.98	12.28	12.43	12.59	12.78
Front Desk Clerks & Cooks	11.37	11.62	11.98	12.43	12.79	13.14	13.50	13.85	14.01	14.16	14.37
Clerk 2	12.38	12.64	13.20	13.60	14.01	14.41	14.92	15.43	15.58	15.83	16.07
Clerk 3 & Mntce Coordinator	14.41	14.82	15.17	15.94	16.44	16.95	17.46	17.97	18.12	18.27	18.54
Head house Keeper	13.38		13.77	14.17	14.64	15.11	15.58				

Appendix “B”

The parties to this Agreement agree the following classifications are excluded from the Agreement:

Chief Executive Director
Director of Programs
Director of Organizational Development
Administration Clerk
Finance and Administration Assistant
Manager 1
Manager 2

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Lost or Stolen Clothing

The Y.W.C.A. will reimburse employees for lost or stolen clothing in the course of their employment when losses are not the result of negligence on the part of the employee.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Contracting Out

The Employer agrees to meet and discuss with the Union any plans of the Employer to contract out services and to discuss possible alternatives, ninety (90) days prior to the implementation of these services.

Nothing contained in this Memorandum, shall be subject to the grievance procedure.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Training in Respect to Articles 24 and 35

The Y.W.C.A. agrees to meet with the Union at the Unions request to discuss opportunities for employees to cross train into other classifications. A committee will be formed, two (2) from the Employer and two (2) from the Union to review and discuss training opportunities.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Hours of Work

The Y.W.C.A. agrees that in the event of a change of shift schedule at the front desk, resulting in an additional full-time day shift becoming available, preference for this shift shall be given to the most senior qualified employee.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Payment for Use of Personal Vehicle

The Y.W.C.A. is committed to reimbursing all employees for use of personal vehicle in the course of employment, in accordance with the Terms and Conditions as outlined in the Government Employees' Master Agreement (G.E.M.A.).

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: One (1) Paid Day (Personal Leave)

Effective January 1, 2004, and each year thereafter all employees shall receive one (1) personal leave day, paid by the Employer.

Except in emergency situations, and/or circumstances beyond the control of affected employee, two (2) weeks advance notice will be given to the Employer, prior to using this special leave day.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Workloads

The Employer agrees to review the manageability of excessive workload issues for all employees and take steps to address these issues where necessary.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Terms and Conditions of Increases to be Applied to the Existing Pension Plan

Subject to economic and financial growth, the Y.W.C.A. is committed to the MGEU to review and explore options of increases by the Employer and employee's to the existing pension plan. Subject to review every six (6) months from this date.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Shift Distribution

Whereas additional shifts become available during staff absences;

Priority for assignment of these shifts shall first be provided within the respective classification in accordance with seniority for said classification. Part-time employees shall be utilized before casual employees.

The Employer shall maintain a seniority list of full-time and part-time employees to determine who is eligible for additional shifts.

The seniority lists shall be provided to the Union on a quarterly basis commencing the date of signing.

The Employer shall not incur any overtime costs as a result of this arrangement.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: No Lay Offs

During the term of this agreement there shall be no lay-offs for full time and par-time employees.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

Memorandum of Agreement

between

Y.W.C.A. Residence Inc. (Thompson)

(the "Employer")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Signing Bonus and Wage Increase

Year One, April 1, 2010 to March 31, 2011.

There will be a \$250.00 one time signing bonus for full time and part-time employees with more than one calendar year of service and \$100.00 one time signing bonus for full time and part-time employees' with less than one calendar year of service; and

Year 2, April 1, 2011 to March 31, 2012.

There shall be a general increase of 1.5% for all classifications.

Signed this _____ day of _____ 2010

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*

*On behalf of the YWCA Residence
Inc., (Thompson)*

*On behalf of the Manitoba Government
and General Employees' Union*