

# **Collective Agreement**

*between*

**Y.W.C.A. Westman Women's Shelter**

*(hereinafter referred to as the "Employer")*

*of the first part*

*and*

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

*(hereinafter referred to as the "Union")*

*of the second part*

**April 1, 2010 - March 31, 2014**

## Table of Contents

Article 1	Definitions .....	1
Article 2	Application of Agreement .....	2
Article 3	Management Rights .....	3
Article 4	Union Dues.....	3
Article 5	Union Business .....	4
Article 6	Rights of Stewards.....	6
Article 7	No Discrimination .....	6
Article 8	Probation .....	7
Article 9	Pay and Classifications .....	7
Article 10	Merit Increases .....	10
Article 11	Performance Appraisal.....	11
Article 12	Disciplinary Action.....	11
Article 13	Resignations and Abandonment of Position....	12
Article 14	Shift Premiums, Stand-By and In-Charge.....	13
Article 15	Hours of Work.....	15
Article 16	Overtime .....	16
Article 17	Seniority .....	18
Article 18	Layoffs .....	19
Article 19	Bulletins and Job Postings .....	20
Article 20	Acting Status.....	21
Article 21	Paid Holidays .....	22
Article 22	Vacation.....	24
Article 23	Sick Leave.....	27
Article 24	Workers Compensation.....	29
Article 25	Court Leave .....	30
Article 26	Compassionate Leave .....	31
Article 27	Maternity Leave.....	33

Article 28	Sexual Harassment.....	35
Article 29	Technological Change .....	36
Article 30	Job Security.....	36
Article 31	Civil Liability .....	36
Article 32	Grievance Procedure .....	37
Article 33	Grievance Arbitration Procedure .....	42
Article 34	General Provisions.....	44
Article 35	Paid Leaves.....	45
Article 36	Leave of Absence.....	45
Article 37	Education Leave.....	46
Article 38	Duration and Renegotiation of Agreement .....	47
Article 39	Health and Safety .....	48
Article 40	Parental Leave .....	51
Article 41	Disposable Income Policies.....	52
Article 42	Employee Benefits .....	53
Schedule “A”	.....	55
Letter of Understanding.....		58

Re: Arbitrators

## Alphabetical Table of Contents

Article 2	Application of Agreement.....	2
Article 20	Acting Status .....	21
Article 19	Bulletins and Job Postings .....	20
Article 31	Civil Liability.....	36
Article 26	Compassionate Leave .....	31
Article 25	Court Leave .....	30
Article 1	Definitions.....	1
Article 12	Disciplinary Action .....	11
Article 41	Disposable Income Policies .....	52
Article 38	Duration and Renegotiation of Agreement .....	47
Article 37	Education Leave .....	46
Article 42	Employee Benefits.....	53
Article 34	General Provisions .....	44
Article 33	Grievance Arbitration Procedure.....	42
Article 32	Grievance Procedure.....	37
Article 39	Health and Safety.....	48
Article 15	Hours of Work .....	15
Article 30	Job Security .....	36
Article 18	Layoffs.....	19
Article 36	Leave of Absence .....	45
Article 3	Management Rights .....	3
Article 27	Maternity Leave .....	33
Article 10	Merit Increases .....	10
Article 7	No Discrimination.....	6
Article 16	Overtime.....	16
Article 21	Paid Holidays.....	22
Article 35	Paid Leaves .....	45
Article 40	Parental Leave.....	51

Article 9	Pay and Classifications .....	7
Article 11	Performance Appraisal .....	11
Article 8	Probation.....	7
Article 13	Resignations and Abandonment of Position .....	12
Article 6	Rights of Stewards .....	6
Article 17	Seniority .....	18
Article 28	Sexual Harassment .....	35
Article 14	Shift Premiums, Stand-By and In-Charge .....	13
Article 23	Sick Leave .....	27
Article 29	Technological Change .....	36
Article 5	Union Business .....	4
Article 4	Union Dues .....	3
Article 22	Vacation .....	24
Article 24	Workers Compensation .....	29
Schedule "A"	.....	55
Letter of Understanding.....		58

Re: Arbitrators

\*All changes are in bold.

## Article 1 Definitions

**1:01** “Employee” means a person employed by the Employer within the scope of this Agreement.

- (a) “Casual Employee” means an employee other than a full-time or part-time employee who is scheduled to work less than regular hours.
- (b) “Part-time Employee” is an employee who works less than the regular hours and who works the same shifts or rotation for a continuous period of three (3) months or more.

An employee who meets the above conditions has the option to accept or refuse part-time employment twice per calendar year.

- (c) “Full-time Employee” means an employee who regularly and recurrently works the regular hours of work specified in the Hours of Work Article.
- (d) “Term Employee” means a full-time or part-time employee hired for a specific period of time not to exceed one year; all terms will be specified as being from a known date to a known date at the time of hiring.
- (e) “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.

**1:02** “Position” means a position of employment with the Employer which is in the bargaining unit.

- 1:03** “Promotion” means a change from one classification to another classification which has a higher maximum rate of pay.
- 1:04** “Demotion” means a change from one classification to another classification which has a lower maximum rate of pay.
- 1:05** Where the singular or masculine expression(s) is used in this Agreement, the same shall be construed to mean the plural or feminine or the neutral gender where the context so admits, or requires, and the converse shall hold as applicable.
- 1:06** “Layoff” is defined as a reduction in the work force or a reduction in an employee(s) regular hours of work.
- 1:07** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 1:08** “In-Charge” means an employee designated by the Shelter Manager to act in her stead during periods of time in which the Shelter Manager will be absent.

## **Article 2 Application of Agreement**

- 2:01** This Agreement applies to and the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Young Women’s Christian Association of Brandon employed at the Westman Women’s Shelter in Brandon, Manitoba, except the Executive Director, the Shelter Manager, grant employees and those excluded by the Act.

### **Article 3 Management Rights**

- 3:01** 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.
- 3:02** During the term of or prior to the termination 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.
- 3:03** In administering this Agreement, the Employer shall act reasonably, fairly and in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 4 Union Dues**

- 4:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of employment.
- 4:02** The Employer shall remit the amounts deducted under Section 4:01 monthly to the Union's Central Office, (M.G.E.U., 601-275 Broadway, Winnipeg, MB R3C 4M6). The Employer shall inform the Union monthly of the names of the employees from whose wages deductions

have been made under Section 4:01 and the amount so deducted from each employee's wage.

- 4:03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 4:04** The Employer shall not be obligated to remit or refrain from remitting any increase or decrease in bi-weekly membership dues unless with written notification from the Union received at least fourteen (14) days in advance of such increase or decrease. No more than one such written notification shall be given in each calendar year.

#### **Article 5      Union Business**

- 5:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Request for such leave shall be made in writing by the Union with at least fourteen (14) calendar days advance notice and shall be granted only where operational requirements permit. Verbal notice shall be acceptable with written confirmation from the Union to follow. Where special or unusual circumstances prevent compliance with the fourteen (14) calendar days notice the request shall be considered and not unreasonably denied.
  - (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted for consideration by the Shelter Manager.
  - (c) Where such leaves of absence have been granted, the Union shall reimburse the Employer one hundred

percent (100%) of the wages paid to such employee(s) during the approved absence(s).

- 5:02** Notwithstanding Article 5:01, a leave of absence without pay shall be granted to a maximum of two (2) employees for the purpose of attending negotiations with the Employer for the revision or renewal of this Agreement.
- 5:03** The local staff representative of the Union shall have reasonable access, upon giving reasonable notice, to the employee's workplace in order to meet with the Employer in connection with any grievance or other matter of mutual concern.
- 5:04** Stewards and officers of the Union Local shall be paid their normal wages where they attend upon meetings with the Employer during their regularly scheduled hours of work and in the capacity of representative of an aggrieved employee, except where such employee is represented by the local staff representative of the Union and except in connection with any arbitration. Where the Union requires the attendance of an employee at any arbitration hearing, the employee shall be granted a leave of absence under Article 5:01.
- 5:05** The Employer agrees to allow the Union the use of a bulletin board in the staff room solely for the purpose of Union information, provided it is first approved and initialed by the Shelter Manager or Executive Director.
- 5:06** One (1) of the officers of the Union shall have up to fifteen (15) minutes, at a time mutually agreeable with the Employer to acquaint new employees falling within the scope of this Agreement with the fact that a Union

Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

### **Article 6      Rights of Stewards**

- 6:01**      The Employer recognizes the Union's right to select a Steward to represent employees.
- 6:02**      The Union will provide the Employer with a list of officers of the Union and any subsequent changes. The Union will provide appropriate identification for officers.
- 6:03**      No officer of the Union or employee shall conduct Union business during the working time of an employee unless with the prior approval of the Shelter Manager.
- 6:04**      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 7      No Discrimination**

- 7:01**      The parties agree that there shall be no discrimination, harassment, coercion or interference by the Employer or Union against any employee, in accordance with the provisions of the Human Rights Code, and the Labour Relations Act or any other applicable legislation.
- 7:02**      Further the parties agree that there shall be no discrimination, harassment, coercion or interference based

on membership or non-membership in the Union, or activities in the Union.

### **Article 8 Probation**

- 8:01** Every employee shall be placed on probation for a period of six hundred (600) hours from the date at which employment commenced.
- 8:02** Probationary employees shall be entitled to all rights and privileges of the Agreement, except that they shall not have recourse through the grievance or arbitration procedure for rejection on probation.
- 8:03** Every employee promoted to a position shall serve a six hundred (600) hour trial period. An employee who is so promoted shall have the right to return and the Employer shall have the right to return the employee to her previous position at any time during the trial period. The Employer's return of an employee to her previous position shall be non-grievable.
- A person who returns or is returned to her former position under this clause reverts to her former classification, pay, and previous anniversary date.
- 8:04** If an employee has performed substantially all functions of the position and is promoted after being in acting status in that position, the trial period in 8:03 shall be reduced by the number of hours the employee was in acting status.

### **Article 9 Pay and Classifications**

- 9:01** Employees shall be paid on a bi-weekly basis on every second Wednesday or the closest preceding office work day if that Wednesday is a Holiday.

- 9:02** A person working a portion of the pay period, shall be paid at the hourly rate of pay for her position at her step multiplied by the number of hours actually worked.
- 9:03** Where an employee is promoted and where the pay range of the new classification permits, the employee shall be paid at a rate of pay in the pay schedule that is one increment higher than the employee's rate of pay in her former classification.
- 9:04** All part-time employees shall receive the wage rate, and conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work.
- 9:05** "Classification" means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can reasonably apply to all positions in the group.
- 9:06** All classifications are to be listed in the Pay Plan as it will apply to employees and after being mutually agreed upon by both parties hereto shall be incorporated into and form part of this Agreement, and will be known as Schedule "A". The Employer will pay wages in accordance with Schedule "A" and on each pay day give each employee an itemized statement of her wages, overtime, other forms of pay, and all deductions - including Union dues.
- 9:07** The Employer will provide the Union with current class specifications for each classification listed in Appendix "A" and the specifications for any new classification(s) created.

- 9:08** During the life of this Agreement, amendments to the pay plan resulting from the introduction of a new class or amendment in respect to positions to be excluded from the terms of this Agreement shall be determined through negotiations between the parties.
- 9:09** Where the responsibility and/or qualifications required for a position increase significantly, it may be reclassified. If no suitable classification exists, the parties shall meet, to negotiate a mutually satisfactory resolution, within thirty (30) days of the position being amended. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The foregoing is not operable during the last six (6) months of this Agreement, due to the proximity of negotiations. The application of this clause shall not be deemed to constitute a reopening of this Agreement.
- 9:10** Where an employee is demoted except for just cause, she shall continue to receive the wages and benefits she received on the date of her demotion until such time as the wages and benefits of the classification and step to which she was demoted, equal and/or exceed her former wages and benefits. She shall then progress in the new scale in the normal manner.
- 9:11** The Employer will provide the Union with a copy of current job descriptions for the Counsellor I, Counsellor II, Children's Counsellor, Counsellor III, Housekeeper, Children's Activity Worker, and Clerk positions within ninety (90) days of signing this Agreement.

**Article 10 Merit Increases**

- 10:01** A full-time employee who is not at the maximum rate of pay of her classification is eligible to be granted one (1) merit increment in her pay scale upon satisfactory completion of one (1) year's accumulated service in her classification since the employee's last increment or since the employee's start of employment.
- 10:02** A part-time or casual employee who is not at the maximum salary of her classification is eligible to be granted one (1) merit increment on her pay scale upon satisfactory completion of 2,080 hours work in her classification since the employee's last increment or since the employee's start of employment.
- 10:03** If an employee accepts a position at a lower classification total seniority hours will be used to determine placement on the salary scale.
- 10:04** Where for any reason(s) the Employer withholds an employee's merit increase on the date she becomes eligible, the employee shall be given written notice stating the reason(s) for which the merit increase is being withheld.
- 10:05** If subsequent to a merit increase being withheld, the reason(s) for withholding the increase are remedied, the increment may be granted no earlier than ninety (90) days but not after one hundred and eighty (180) days from the date it was withheld.
- 10:06** Should an employee not be granted a merit increase in recognition of satisfactory work performance as mentioned

herein, the employee can grieve the matter in accordance with the Grievance Procedure.

### **Article 11 Performance Appraisal**

- 11:01** Effective January 1, 1998, an employee's performance appraisal shall be conducted on a yearly basis and completed within two (2) months of an employee's anniversary date.
- 11:02** Where a formal assessment of an employee's performance is made, the employee concerned shall have the opportunity to review the report and shall have the opportunity to indicate her agreement or disagreement in whole or in part with the assessment, but must at least sign acknowledging that she has read the report. The employee shall have the right to place her own comments on the form and/or append her comments to the form. An employee shall receive a copy of the assessment when all appropriate parties have signed the report.

### **Article 12 Disciplinary Action**

- 12:01** An employee shall only be disciplined for just cause.
- 12:02** 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.
- 12:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating she has read it. Upon signing the employee shall receive a copy of such a report.

- 12:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

### **Article 13 Resignations and Abandonment of Position**

- 13:01** An employee who decides to resign shall provide written notice of resignation at least two (2) weeks in advance of the date which the resignation is to be effective. During the period of such notice the employee is entitled to all terms, conditions and benefits under the Agreement. A shorter period of notice may only be given with the consent of the Employer.
- 13:02** An employee may, with the approval of the Employer, withdraw her notice of resignation at any time before the resignation becomes effective.
- 13:03** 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.
- 13:04** 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.

**Article 14 Shift Premiums, Stand-By and In-Charge**

- 14:01** **Effective January 1, 2011** an employee required to work alone shall be paid a shift premium of **one dollar (\$1.00)** per hour for all hours worked. This premium shall be paid bi-weekly.
- 14:02** **Effective January 1, 2011** an employee who has been designated by the Employer to be available on stand-by during off-duty hours, shall be entitled to payment of **twelve dollars (\$12.00)** for each twenty-four (24) hour period or less of stand-by on a regular working date. For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be twenty dollars (\$20.00) for each twenty-four (24) hour period or less.
- 14:03** To be eligible for stand-by payment, an employee designated for stand-by duty must be available during her period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee; and must be available to return for duty as quickly as possible if called.
- 14:04** An employee designated for stand-by shall be called first in the event the designated shift becomes available.
- 14:05** In the event an employee designated for stand-by is called in for an alternate shift, the stand-by payment shall be paid.
- 14:06** An employee on stand-by who is required to report for work on the premises of the Employer's establishment shall receive compensation as provided for in 14:07 in addition to the stand-by pay.

- 14:07** On each occasion when an employee is required to report for work on the premises of the Employer's establishment at the request of the Employer, the Employer shall pay the employee for not less than three (3) hours calculated at her regular wage rate.
- 14:08** In-Charge duties may be designated to Counsellor III's. In-Charge duties shall be rotated equitably amongst Counsellor III's. In the event that in-charge duties cannot be exercised by Counsellor III's a Counsellor II may be designated in-charge.
- 14:09** Advance notice of two (2) weeks shall be given to an employee who is designated in-charge on a weekend. Advance notice of seventy-two (72) hours shall be given to an employee who is designated in-charge on a weekday.
- 14:10** Counsellors shall receive twenty dollars (\$20.00) for each twenty-four (24) hour period or portion thereof In-charge. An employee shall receive fifteen dollars (\$15.00) for each twenty-four (24) hour period or portion thereof In-charge for which appropriate notice is not given as per 14:09.
- 14:11** An employee designated In-Charge shall be available at a telephone number known to staff at the Employer's establishment. If deemed necessary by circumstances at the workplace, the employee in-charge will be available to return to the workplace as quickly as possible.
- 14:12** An employee in-charge who reports back to the workplace is entitled to a minimum of three (3) hours pay at the applicable rates.

**Article 15 Hours of Work**

- 15:01** The regular hours of work shall be eighty (80) hours bi-weekly at eight (8) consecutive hours per day, inclusive of a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks to be taken at the workplace in accordance with the practice and policy of the Shelter.
- 15:02** An employee shall not be scheduled to work more than twenty (20) days in a four (4) week period.
- 15:03** Employees may exchange shifts, provided the Employer approves and no extra costs are incurred.
- 15:04** A two (2) week completed schedule for each employee shall be posted at the Shelter at least two (2) weeks in advance of commencement.
- 15:05** An employee shall not work differing shifts unless a ten (10) hour break has been provided between shifts.
- 15:06** An employee shall not be scheduled to work more than six (6) days in one week Saturday - Friday with scheduling to consist of two (2) consecutive days off for full-time and part-time employees and a minimum of a twenty-four (24) hour break after six (6) consecutive shifts worked for casual employees.
- 15:07** An employee shall not be required to be responsible for more than twelve (12) residential clients. In the event that staff/client ratios exceed this number, additional staff shall be called in so as to maintain the above ratio. Notwithstanding the foregoing, the Employer shall never be obligated to have more than two (2) employees at work at any time so long as the approved capacity of the Shelter

does not exceed twenty-four (24) and the above requirements shall not be applicable between the hours of midnight and eight o'clock in the morning or between nine o'clock in the evening and midnight Monday to Friday, both inclusive. In this paragraph, "clients" shall mean women and children.

- 15:08** When the Employer finds it necessary to call in an Employee for a shift, the most senior part-time or casual employee shall be given first opportunity to fill the shift provided the Employee makes her availability known to the Employer.
- 15:09** (a) "Reporting Pay," for the purposes of this Article, is pay received by counsellors who are required to assemble to receive information, prior to the commencement of their shift from Employee(s) who are on duty.
- (b) Employees who must report prior to the commencement of their shift, where there is no shift overlap, shall receive ten (10) minutes straight time pay per shift to be taken as compensatory time off. The Employer shall determine if reporting 10 minutes prior to the start of the shift is required.

### **Article 16 Overtime**

- 16:01** Employees can be required to work overtime by the Employer.
- 16:02** An employee shall be eligible for overtime compensation for additional hours worked when:

- (a) the employee is required to work in excess of eighty (80) hours bi-weekly, or in excess of eight (8) hours per day.

- 16:03** An employee who is required by the Employer to work in excess of regular hours shall be compensated for such additional time at the rate of time and one-half (1 ½x) her regular rate of pay for the first four (4) hours of overtime worked per day and at the rate of double (2x) her regular rate of pay for each additional hour of overtime worked per day.
- 16:04** An employee who works on her day of rest shall be compensated at double time (2x) for all hours worked. Part-time and casual employees shall be eligible for the above overtime payment only after working eighty (80) hours in a bi-weekly period.
- 16:05** At the employee's option, overtime shall be compensated by paying the employee for all authorized time worked, or by granting the equivalent time off in lieu of payment, or a combination of the two.
- 16:06** Where the employee has opted to take time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of overtime being worked, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 16:07** An employee who has already left the premises of the Employer after having worked an eight (8) hour shift and

who is recalled for emergency work shall be paid one and one-half times (1 ½x) her regular rate of pay for all hours worked up to four (4) hours, but in any event, not less than three (3) hours at one and one-half times (1 ½x) her regular rate of pay.

- 16:08** An employee who is required, through unavoidable scheduling problems, to work different shifts without the break specified in Article 15:05, shall be paid at time and one-half (1 ½x) her regular rate of pay for all hours worked until a ten (10) hour break has been provided.

### **Article 17 Seniority**

- 17:01** Seniority is defined as the length of service based on the total number of hours worked from her last starting date.
- 17:02** An employee shall retain but shall not accrue seniority if:
- (a) she is absent because of illness or injury over six (6) months, or
  - (b) she is promoted outside of the bargaining unit and has not completed her trial period, or
  - (c) she is laid off for less than one (1) year, or
  - (d) she is on a leave of absence in excess of thirty (30) days but less than one (1) year.
- 17:03** An employee shall lose her seniority only in the event:
- (a) she is discharged and not reinstated;
  - (b) she voluntarily resigns or otherwise abandons her position;
  - (c) she is laid off for a period longer than one (1) year;
  - (d) she fails to report for duty after notification to do so following a layoff;

- (e) she is retired;
- (f) she is promoted out of the bargaining unit and she has completed the trial period;
- (g) she is on leave of absence longer than one (1) year.

**17:04** The Employer agrees to provide to the Union in writing on January 31st of each year, a seniority list showing the names of the employees, and total number of hours worked.

### **Article 18    Layoffs**

**18:01** 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.

**18:02** An employee who, according to seniority, is to be laid off shall receive in writing a notice of layoff or pay in lieu thereof at least two (2) weeks in advance of the date the layoff is to commence.

**18:03** Employees who are laid off shall be placed on a re-employment list for one (1) year. At the end of that period, they will be considered terminated.

**18:04** Employees who are laid off 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.

- 18:05** 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. Notice of recall will be sent by registered mail. A laid off employee must within four (4) days after recall confirm her intention to return to work. The employee must return within two (2) weeks unless a date is mutually agreed upon by the Employer and the employee.
- 18:06** The hours of work for part-time or full-time employees shall not be reduced while there are casual or term employees, in the same or similar positions, working shifts or parts of shifts. Within the same or similar positions, term employees shall be laid off first and casual employees shall be subject to a reduction in hours without regard to seniority. Management will distribute the remaining casual hours of work among the employees with the understanding that there will be no guarantee of hours of work for casual employees.

### **Article 19    Bulletins and Job Postings**

- 19:01** When a vacancy occurs and the Employer intends to fill such vacancy or a new position is created in the bargaining unit, the Employer will fill the position within three (3) months. The Employer will 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 prior to advertising the position externally.
- 19:02** Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

- 19:03** 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. The decision at Step 3 shall be final.
- 19:04** 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.
- 19:05** For the purposes of this Article, grant employees shall be considered senior to non-employees.

### **Article 20 Acting Status**

- 20:01** Where the Employer or her designate directs an employee in one position to temporarily take over the duties and responsibilities of another position with a higher grade of pay and provided the employee takes over and continues to perform for more than ten (10) consecutive working days the duties and responsibilities of that other position, she shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked, she shall, unless she is appointed or promoted to some other position revert to

her original position and be paid at the rate of pay for her original position that she would be paid if she had never held the temporary appointment. Any employee may be assigned Acting Status at the discretion of the Employer.

- 20:02** For purposes of interpretation of this Article, “the duties and responsibilities” under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which she has replaced.
- 20:03** No acting status appointment shall exceed six (6) months, unless mutually agreed by the parties hereto.
- 20:04** No employee shall be paid less for being temporarily assigned duties and responsibilities of a lower paying classification.

### **Article 21 Paid Holidays**

- 21:01** (a) As provided in this Article holidays with pay are as follows:

New Years Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
Labour Day	International Women’s Day

**Louis Riel Day**

Any other holiday proclaimed by Federal or Provincial Statute.

- (b) Where any of the holidays fall on an employee's scheduled day of rest the employee shall receive an alternate day off in lieu thereof. The Employer agrees to schedule such a lieu day off within thirty (30) days following the holiday unless mutually agreed to the contrary.

**21:02** Effective April 1, **2010**, part-time and casual employees will be paid four point **eight seven five** percent (4.875%) of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

**21:03** An employee who is entitled to pay for a holiday (or portion thereof) and who works on the holiday when it is the employee's regularly scheduled working day shall be compensated at the rate of time and one-half (1 ½x) for all hours worked on the holiday and shall be granted a day off with pay (or portion thereof). This time shall be granted at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the holiday being worked, the employee shall receive payment.

**21:04** A full-time employee who is called in to work on a holiday when it is observed on the employee's day of rest shall receive compensation based on twice (2x) the employee's regular rate of pay for all hours worked on the holiday and shall be granted a day off with pay. This day shall be

granted at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the holiday being worked, the employee shall receive payment. Part-time and casual employees shall be eligible for the above compensation only after working eighty (80) hours in a bi-weekly period.

- 21:05** Where the employment of an employee is terminated, the accumulated time off in lieu of holidays shall be paid out at the rate in effect for the employee at the time that the holiday(s) was worked.
- 21:06** In the event that an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of those days.

## **Article 22 Vacation**

- 22:01** For purpose of this Agreement, a vacation year is the period beginning on the date of commencement of work for the Employer and ending on the same day in the next ensuing year.
- 22:02** (a) Employees who have completed less than ten thousand, four hundred (10,400) hours of service, one and one-quarter (1 ¼) working days per complete month of service in each vacation year following the year in which the vacation is earned.
- (b) Commencing from the beginning of the vacation year in which ten thousand, four hundred (10,400) hours of service are completed, one and two-thirds (1 2/3) working days per complete month of service in each

vacation year to be taken in the vacation year following the year in which the vacation is earned.

- (c) Commencing from the beginning of the vacation year in which twenty thousand, eight hundred (20,800) hours of service are completed, two and one-twelfth ( $2 \frac{1}{12}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which thirty-one thousand, two hundred (31,200) hours of service are completed, two and one-half ( $2 \frac{1}{2}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned and yearly thereafter.
- (e) For the calculation of vacation credits, one (1) working day is eight (8) hours.

**22:03** Part-time employees will be granted vacation leave on a pro-rata basis for their appropriate hours of service. Casual employees may request a vacation pay out once during each year with a final pay out on the first pay day in December.

**22:04** Vacation leave requests must be approved by the Employer and will not be unreasonably denied.

**22:05** Vacation is to be taken within the year following accumulation of a year's credit.

**22:06** Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.

**22:07** Summer vacation leave choices shall be requested in writing by May 1 and the employee will be notified in

writing by the Employer by May 15, if such request will be approved. Vacation requests for Christmas will be submitted by November 15th and approved by December 1st.

- 22:08** 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.
- 22:09** 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.
- 22:10** An employee shall be entitled to take her vacation leave for periods less than a week such as a day at a time, provided such leave is approved by the Employer.
- 22:11** Vacation credits shall not accumulate while an employee is:
- (a) absent without leave
  - (b) absent on a leave of absence without pay for one (1) week or more
  - (c) absent on Workers Compensation for a period of twelve (12) consecutive calendar months or more
  - (d) laid off.
- 22:12** The Employer will maintain a list of unused vacation credits and make same available to employees upon request.

- 22:13** After the probationary period has expired, vacation may be taken as it is earned.
- 22:14** The exercise of discretion by the Employer under 22:04 and 22:10 of this Article shall not be grievable.

### **Article 23 Sick Leave**

- 23:01** 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 her regular duties as a result of personal illness or injury.
- 23:02** The sick leave to which a full-time employee is entitled shall accumulate at the full-time rate of one and one-quarter (1 ¼) days per month and the unused portion may be accumulated by that amount each month up to a maximum of one hundred fifty (150) days.
- 23:03** Upon completion of a three (3) month waiting period, a newly hired employee shall be entitled to accumulate sick leave credits as outlined in this Article.
- 23:04** At the Employer's discretion, a new employee may be granted up to five (5) working days of sick leave in advance of it being earned in the employee's first six (6) months of service. Any use of such credit, if unearned by termination of employment will be deducted from any payment otherwise due the employee. The exercise of the Employer's discretion under this Article is non-grievable.
- 23:05** Sick leave shall not accumulate while an employee is:
- (a) absent without leave

- (b) absent on a leave of absence without pay for one (1) week or more
- (c) laid off
- (d) absent on sick leave and/or Workers Compensation for ten (10) working days or more.

- 23:06** Where an employee is to be absent on sick leave, she shall notify her immediate supervisor or the unit, as soon as possible but at least one (1) hour prior to the start of her shift, to facilitate arranging for relief coverage.
- 23:07** 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 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, she shall not be paid for the period of absence.
- 23:08** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 23:09** The Employer will maintain a list of unused sick leave credits and make same available to employees upon request.
- 23:10** Employees will be allowed to use five (5) days per year of accumulated sick leave for illness of immediate family. Additional leave may be granted by the Executive Director subject to the approval of the Board of Directors. The

exercise of discretion by the Employer as to additional leaves is non-grievable. In this Article, immediate family has the same meaning as that term is defined in Article 26:01 (c) and (d).

**23:11** Part-time employees shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month on a pro-rated basis.

i.e. 80 hrs per month  $\frac{80}{173} \times 10 \text{ hrs} = 4.62 \text{ hrs}$

60 hrs per month  $\frac{60}{173} \times 10 \text{ hrs} = 3.47 \text{ hrs}$

#### **Article 24 Workers Compensation**

**24:01** Where an employee is injured on the job and is required to leave for treatment and/or is sent home due to the injury(s) she shall be paid for the lost hours on that shift.

**24:02** The Employer agrees that the health and safety of employees is important. First aid kits will be supplied in accordance with Workplace Health & Safety provisions.

**24:03** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury or illness incurred in the course of her duties, the employee, if she so elects, shall be paid an additional amount which when combined with the compensation allowance, shall ensure the maintenance of her net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowance, and such additional payments shall be payable

until the employee's accrued sick leave credits have been exhausted. Once sick leave benefits have expired the employee will be entitled to Workers Compensation only. Net salary shall be as determined by the Workers Compensation Board.

- 24:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 24:05** The Employer agrees to ensure all employees use Workers Compensation where such use is applicable.
- 24:06** (a) Where an employee is fit to return to work, as determined by the Workers Compensation Board, within one (1) year, the employee shall return to her former position of employment.
- (b) Where an employee is fit to return to work as determined by the Workers Compensation Board, after one (1) year but within two (2) years, the Employer will make a reasonable attempt to offer her an alternate position for which she is qualified.

### **Article 25 Court Leave**

- 25:01** A full-time, part-time or term employee summoned for jury duty shall be granted a leave of absence for the duration of her 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.

- 25:02** 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.
- 25:03** Notwithstanding Article 25:02 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 her required and actual absence and shall be paid by the Employer as though the required and actual absence were time worked for the Employer.

### **Article 26    Compassionate Leave**

- 26:01** (a) A full-time employee shall be entitled to five (5) working days leave, in the immediate time surrounding the period of bereavement without loss of regular pay in the event of the death of a member of an employee's immediate family.
- (b) Part-time employees shall be entitled to leave without loss of regular pay for any hours scheduled within the seven (7) days immediately following the death of a member of the employee's immediate family, but in no case shall the leave exceed five (5) working days.

- (c) “Immediate Family” means father, mother, brothers, sisters, parents-in-law, spouse, designated partner, designated partner’s parents, children, step-children, and step-parents.
- (d) “Designated Partner” means a person of the same or opposite sex with whom an employee has cohabited in an intimate relationship for a continuous period of twelve (12) months, or more, and who for a period of twelve (12) months or more, has been so designated by the employee in a notation made on the employee’s personnel file.

**26:02** (a) A full-time employee shall be entitled to three (3) working days leave in the immediate time surrounding the period of bereavement, without loss of regular pay in the event of the death of an employee’s grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or grandchild.

- (b) Part-time employees shall be entitled to leave without loss of regular pay for any hours scheduled within the five (5) days immediately following the death of any of the above mentioned extended family members, but in no case shall the leave exceed three (3) working days.

**26:03** An employee shall be entitled to additional compassionate leave of one (1) day without loss of regular pay for the purpose of attending a funeral at a distance of more than four hundred (400) kilometres from Brandon.

**26:04** “Days” involved in this Article shall mean the days/shifts involved regardless of the total shift hours involved in those “days”.

**26:05** An employee who incurs the use of Compassionate Leave per 26:01 and 26:02 during her vacation shall use leave

under this Article and shall have the equivalent number of vacation days set over for use at a later time.

### **Article 27 Maternity Leave**

**27:01** An employee who qualifies for Maternity Leave may apply for such leave in accordance with Plan A.

**27:02** PLAN A

In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment with the Shelter;
- (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 medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

**27:03** 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 27:02(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 27:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 27:04** Division 9 of the Employment Standards Code respecting maternity leave shall apply “mutates mutandis”.
- 27:05** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period provided that she has an equivalent amount of accumulated vacation credits. Vacation credits that will accrue during the period of maternity leave will be used when making the above calculation. The ten (10) days referred to above shall be pro-rated for part-time employees.
- (b) In the event that an employee does not return to work following a maternity leave for a period sufficient to accumulate sick credits equivalent to those used under sub-paragraph (a), the Employer may deduct the amount of the short-fall from accumulated vacation entitlement.
- 27:06** During the period of the maternity leave the Employer agrees to pay the premiums for the Group Life Insurance Plan.
- 27:07** During the period of maternity leave, vacation leave credits, sick leave credits, and seniority will accrue and the period of maternity leave will count as service toward eligibility for long service vacation.
- 27:08** Where an employee’s anniversary date falls during the period of maternity leave under Plan A, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

**Article 28 Sexual Harassment**

- 28:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 28:02** Where an employee is of the opinion that she has been or is being sexually harassed by another person employed by the Employer, the employee may forward a written complaint directly to the Employer. The complaint shall be marked "Personal and Confidential."
- 28:03** The Employer or her designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 28:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 28:05** The Employer or her designate, after investigating the complaint, shall have the authority to:
- (a) dismiss the complaint, or
  - (b) determine the appropriate discipline, and/or
  - (c) take any action which in her opinion may be necessary.
- 28:06** Where the Employer or her designate determines that a complaint has been made for frivolous or vindictive reasons, she shall have the authority to:
- (a) take disciplinary action against the complainant and/or
  - (b) take any action against the complainant which in her opinion may be necessary.

### **Article 29 Technological Change**

- 29:01** In this Agreement “Technological Change” means:
- (a) 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
  - (b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 29:02** The provisions of Sections 83 to 86 as contained in the Labour Relations Act as of November 15, 2002 are incorporated into this Agreement.

### **Article 30 Job Security**

- 30:01** The Employer agrees that it will give the Union three (3) months notice prior to any closure of the Shelter.
- 30:02** Article 30:01 does not apply in the event of the closure of the Shelter caused by a loss of government funding.

### **Article 31 Civil Liability**

- 31:01** In the event that an employee is named as a party in and served with documents issued by the Court of Queen’s Bench for Manitoba in which it is alleged that the employee is liable to the claimant in tort for any loss or damage and the tort has arisen or may have arisen, in whole or in part, within the scope of the employee’s employment, the employee shall forthwith after service provide a copy of such document to the Executive Director.

- 31:02** The Employer shall reimburse the employee for the legal fees and disbursements of the employee's counsel in any case to which the immediately preceding paragraph applies provided that:
- (a) the employee retains legal counsel approved by the Employer's insurers; and
  - (b) the employee has provided a copy of the relevant document as required by the immediately preceding paragraph; and
  - (c) in the opinion of counsel for the Employer and for the insurer there is no conflict between the position of the Employer and that of the employee; and
  - (d) the claim is of a nature and class which the Employer's insurers are bound to defend; and
  - (e) the employee cooperates fully and completely with the Employer's insurer's counsel appointed by the insurer.
- 31:03** The Employer agrees to maintain liability insurance and the employees shall be entitled to the benefit thereof to the extent permitted by the policy of insurance, provided that the employee shall do or refrain from doing such acts and things as the Employer's insurers and its agents shall require in connection with the defense or adjustment of any claim.

### **Article 32 Grievance Procedure**

- 32:01** 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.
- 32:02** A grievance is defined as a complaint in writing filed by an employee, a group of employees, or either party to this Agreement concerning:

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

The above categories of grievances can be processed up to and including Step 4 of the Grievance Procedure.

**32:03** Notwithstanding Section 32:02, an employee may complain or grieve on an unsatisfactory working condition up to and including Step 2 of the Grievance Procedure. The decision at Step 2 shall be final for such grievances.

- 32:04** (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. A policy grievance initiated by the Union shall be presented to the Executive Director, a policy grievance initiated by the Employer shall be presented to the President of the Manitoba Government and General Employees' Union or his designate. In all cases, such grievances shall be presented within twenty-eight (28) calendar days from the action giving rise to the grievance.
- (b) When the parties fail to resolve a grievance under 32:04 (a) either party may refer the grievance to Step 3 of the Grievance Procedure. It is agreed and understood the grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.

- (c) Notwithstanding 32:06, a grievance filed under 32:04  
(a) shall not require the signature of an employee.

- 32:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights or recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step.
- 32:06** The grievance shall be presented on the Official Grievance Form or like format. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed.
- 32:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union Representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by facsimile transmission to the Shelter Manager or Executive Director at 571-3687 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The grievance form and cover letter shall then be presented in person or delivered by mail.
- 32:08** An employee has the right to representation by a Union Representative at any phase of resolving a grievance or complaint.

## STEP 1

- (a) Within twenty-eight (28) calendar days after the date upon which she was notified orally or in writing, or on which she first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Shelter Manager.
- (b) The Shelter Manager shall sign for receipt of the grievance and if the nature is such that she is authorized to deal with it, she shall issue a decision in writing to the employee and the Union within twenty-one (21) calendar days.
- (c) The Shelter Manager shall discuss the grievance with the employee and her representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be made by the Shelter Manager, the Shelter Manager shall forward the grievance to the appropriate step of the Grievance Procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.

## STEP 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee may submit the same grievance and the redress requested to the Executive Director within twenty-one (21) calendar days of the receipt of the decision at Step 1. The Executive Director shall sign for receipt of the grievance.
- (b) The Executive Director shall hold a hearing with the employee and her representative before giving a decision on the grievance.
- (c) The Executive Director shall issue a decision in writing no more than twenty-one (21) calendar days after receipt of the grievance.

## STEP 3

- (a) If the grievance is not resolved satisfactorily at Step 2, the employee may submit the same grievance and redress requested to the Executive Committee within twenty-one (21) calendar days of the receipt of the decision at Step 2. The Chairperson of the Executive Committee shall sign for receipt of the grievance.
- (b) The Executive Committee shall hold a hearing with the employee and her representative before giving a decision on the grievance.
- (c) The Executive Committee shall issue a decision in writing no more than twenty-one (21) calendar days after receipt of the grievance.

## STEP 4

A decision of the Executive Committee may be submitted to arbitration in accordance with Article 33, Grievance Arbitration Procedure, providing the category of the grievance is such as is defined in 32:02. The decision of the Arbitrator shall be final and binding for all such grievances. An employee may submit to Arbitration a grievance regarding dismissal with or without Union approval, but for all other arbitrable grievances Union approval must first be obtained before the matter is submitted to Arbitration.

**32:09** The person or Executive Committee to whom a grievance is made at Step 1, 2 or 3 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).

**32:10** An employee may only withdraw a grievance by giving written notice to both the Union and the Employer, or

abandon her grievance by not processing it within the prescribed time limits.

**32:11** The rejection of an employee on probation is not grievable.

**32:12** All time limits, except the time described in Step 1 (a), may be extended by mutual consent for an additional period not to exceed fourteen (14) calendar days. Extensions shall not be sought or refused unreasonably.

### **Article 33 Grievance Arbitration Procedure**

**33:01** Unresolved grievances or disputes concerning those matters set forth below shall be submitted to Arbitration in accordance with the procedure set forth in this Article.

**33:02** (a) Grievances concerning 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; or

(b) Grievances concerning dismissal, suspension, demotion, a written reprimand or discipline of an employee; and

(c) Disputes as to whether a specific grievance is arbitrable.

**33:03** The procedure for arbitrating grievances shall be as set forth below:

(a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section 33:01, either of the parties may, within twenty-eight (28) calendar days from the receipt of the decision at Step 3, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be

made directly to the Employer and shall set forth the issue in dispute for referral to the Arbitrator.

- (b) All grievances shall be referred to a single Arbitrator.
- (c) The Arbitrator shall commence hearings within fourteen (14) calendar days of the submission of the grievance and shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter grieved and shall make a decision thereon in the form of an award.
- (d) The Arbitrator 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.
- (e) The Arbitrator may summon before him or her any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitrator deems requisite to the full investigation and consideration of the matters referred to him or her.
- (f) The Arbitrator shall submit a report on the findings and the decision of the Arbitrator within fourteen (14) calendar days following the completion of the hearing to the parties.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The Arbitrator has such powers as are allowed him/her under The Labour Relations Act of Manitoba including, but not limited to, that if the Arbitrator determines that an employee has been dismissed or otherwise disciplined for just cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the just cause of the dismissal or disciplinary action, the Arbitrator may substitute such other penalty or remedy in lieu of dismissal or

disciplinary action as the Arbitrator deems just and reasonable under the circumstances.

- (i) The Arbitrator shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (j) The expenses incurred in the arbitration of a grievance shall be paid as follows:
  - (i) The parties shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.
  - (ii) Each party shall pay the fees and expenses of any witnesses called by that party.
  - (iii) Each party shall pay the fees and expenses of any counsel appearing on behalf of that party.

**33:04** The Employer and the Union agree to establish a list of four (4) arbitrators for the duration of this contract. The names of the arbitrators will appear in the attached Letter of Understanding.

#### **Article 34 General Provisions**

**34:01** Upon the written request of an employee the employee's personnel file shall be made available for her full examination. Such examination shall be in the presence of a representative of the Employer. The employee may, at her option, have a Union representative present. An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

**34:02** If an employee dies prior to leaving the employ of the Employer, the Employer shall pay to her estate all amounts

owing from that employee's wages, overtime, banked time, and vacation pay.

- 34:03** Any oral or written agreement made with an employee which is inconsistent with this Agreement is null and void.
- 34:04** For the purpose of calculating benefits, the calculation shall be based on the employee's starting date with the Employer unless specifically stated elsewhere in this Agreement.

### **Article 35 Paid Leaves**

- 35:01** Full-time employees and part-time employees shall be entitled to up to three (3) discretionary days off with pay, pro-rated, in each calendar year. Eligibility for part-time employees would be calculated by multiplying their equivalent full-time position by three (3), rounded up or down to the nearest whole day. Discretionary days off shall be scheduled at least twenty-four (24) hours in advance and are subject to the approval or denial of the Shelter Manager. Discretionary days off shall not accumulate and if not used in a calendar year, shall be forfeited. Employees hired or leaving during the calendar year are entitled to a pro-rated portion of the above days off, calculated to the closest whole day.

### **Article 36 Leave of Absence**

- 36:01** Where an employee is granted a leave of absence without pay for a period in excess of two (2) weeks, the employee may continue to maintain Group Life Insurance coverage, where the plan so permits, by paying the premium for the period of the leave of absence. The Employer will pay the

premium for leaves of absence without pay for a period of two (2) weeks or less.

### **Article 37 Education Leave**

**37:01** Definitions:

- (a) Educational leave means a leave of absence with or without pay for purpose of engaging in a program of studies at a University or Community College.
- (b) Course includes conferences, conventions, seminars, workshops, symposiums or any Government, technical, professional, or education institution learning session(s).
- (c) Costs mean all expenses directly related to an employee's involvement in a course, such as wages, travel, subsistence expenses, tuition, books, registration fees.
- (d) Educational Assistance means financial assistance to cover costs provided by the Employer to an employee engaged in a course which may/may not require absence from regular work activities.

**37:02** An employee required in writing by the Employer to attend any course, shall be granted time off with pay and all expenses shall be covered by the Employer up to the current approved maximums. If the course is scheduled on the employee's day off, the employee shall be paid for hours required to be in attendance at the course at straight time, or the number of hours off at a mutually agreed upon time.

**37:03** When the Employer requires in writing that an employee attend a course or courses, the Employer shall provide educational assistance of one hundred percent (100%) of all costs incurred by the employee.

- 37:04** Where an employee requests educational assistance, the Employer and the employee may consider cost-sharing on a pro-rated basis, based on the relevance of the course to the job, the degree of benefit each party receives from the employee taking the course, the amount of educational assistance the employee has already received in this fiscal year and the funding available for educational assistance.
- 37:05** Reimbursement for any approved course costs shall be made within fifteen (15) calendar days of receipt of the claim for reimbursement.
- 37:06** The Employer agrees to grant a leave without pay to enable an employee to write an exam(s) pertaining to any course in any skilled/certified trade, and/or college and/or university, or other accredited body, related to development of the employee's job skills. Said leave shall be requested in writing at least one (1) week prior to the date set for the exam. The leave under this clause shall be limited to a maximum of three (3) days per year.
- 37:07** All requests for courses shall be placed in writing to the Employer.
- 37:08** The Employer shall endeavour to establish periodic in-house staff training opportunities.

### **Article 38 Duration and Renegotiation of Agreement**

- 38:01** This Agreement shall become effective from April 1, **2010** and shall continue in effect up to and including March 31, **2014** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal or revision and renewal is given by either party at least thirty

(30) days prior to but not more than ninety (90) days prior to the expiry date thereof. During the period required to negotiate a renewal or revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.

- 38:02** Where notice for revision of this Agreement is given under 38:01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 38:03** All terms of this Agreement shall be effective from April 1, **2010** unless otherwise specified.
- 38:04** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following: the name of each employee within the bargaining unit, her classification and current salary.
- 38:05** It is agreed by both parties that during the term of this Agreement, there shall be no strikes, lockouts, stoppages of work or slowdowns.

### **Article 39 Health and Safety**

- 39:01** The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in the Shelter and that these activities

require the combined efforts of the Employer, employees and the Union.

- 39:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 39:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 39:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect her safety and the safety and health of any other persons who may be affected by her acts or omissions at work.
- 39:05** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety and health of an employee, she shall not require or permit an employee to engage in, carry on or continue to work in that workplace in that condition.
- 39:06** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to her safety or health in the performance of her work, she shall report that condition to her supervisor.
- (b) The supervisor upon being notified under (a) above shall discuss and/or inspect the condition with the

employee and discuss the employee's reasons for believing the condition to be dangerous.

- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division and the Executive Director without delay.
- (d) If the employee refuses to work because of her belief that the condition is dangerous, she must be available to perform other work assigned to her.

**39:07** Where an employee has refused to perform work in accordance with this Article, no other employee shall be assigned that particular work unless the employee is notified of the refusal and the reasons for the refusal, if known.

**39:08** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 39:05 and 39:06.

**39:09** Disciplinary action shall not be taken against an employee solely for the reason that:

- (a) she made a report under Section 39:06 and,
- (b) she refused to work or continue to work under the conditions described under Section 39:06 provided a safety and health officer has reported in writing that the employee has reasonable and probable grounds for believing that those conditions were dangerous to her safety or health.

Where an employee willfully takes unfair advantage of the provisions described in Section 39:06 she may be subject to disciplinary action up to and including suspension or dismissal.

- 39:10** The Employer recognizes that employees at the shelter may be at risk of physical, emotional, and/or verbal abuse from clients. Where such potential exists:
- (a) Employees shall receive training based on need in recognition and management of such incidents;
  - (b) Applicable physical and procedural measures to protect employees shall be implemented;
  - (c) The Union designated Health and Safety Representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above;
  - (d) Employees shall be informed concerning the potential for physical violence or verbal abuse by a client;
  - (e) When necessary immediate critical incident stress debriefing traumatic counselling from an appropriate resource shall be made available for employees who have suffered as a result of violence. Leave to attend such debriefing or counselling session(s) shall be without of loss of pay.

#### **Article 40 Parental Leave**

- 40:01** In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
  - (b) adopt a child under the law of a province.
- 40:02** An employee who qualifies under :01 must:
- (a) have completed seven (7) continuous months of employment; and
  - (b) submit to the Executive Director 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.

- 40:03** An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 40:04** Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the day on which the child comes into the actual care and custody of the employee.
- 40:05** Where an employee takes 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 unless otherwise approved by the employing authority.
- 40:06** During the period of Parental Leave, sick leave credits, vacation leave credits, and seniority do not accrue, except the period of Parental Leave will count as service towards eligibility for long service vacation.
- 40:07** Where an employee's anniversary date falls during the period of Parental Leave, the employee shall be eligible to receive a merit increase, effective the date she returns to work.
- 40:08** Division 9 of The Employment Standards Code shall apply with such modifications as the circumstances require to Parental Leave.

#### **Article 41 Disposable Income Policies**

- 41:01** **Effective February 1, 2011** the Employer agrees to reimburse employees for travel and related expenses

necessarily incurred within the scope of her employment as follows:

- (a) Meals - Reimbursed in the amount of the receipt produced, up to the amounts specified below.

February 1, 2011

<b>Breakfast</b>	<b>\$8.40</b>
<b>Lunch</b>	<b>\$10.15</b>
<b>Supper</b>	<b>\$15.20</b>

- (b) Private Vehicles - per kilometre - \$0.40

Actual Parking Costs

- (c) Accommodation - Actual approved cost.

- (d) Out of Province

<b>Breakfast</b>	<b>\$10.25</b>
<b>Lunch</b>	<b>\$12.20</b>
<b>Dinner</b>	<b>\$18.00</b>

**41:02** Effective February 1, 2011, employees required by the Employer to use their vehicle on Shelter business will be paid at the rate of \$0.40 per kilometre if a shelter vehicle is not available.

#### **Article 42 Employee Benefits**

**42:01** The current Co-operators Group Life Insurance Plan will remain in effect and the Employer will continue to pay the premiums. **Dependant Life insurance which is 100% employee paid is available under The Co-operators Life Insurance Plan. The LTD Plan will be 100% Employee paid.**

- 42:02** All benefits earned by the employees prior to the date of signing of this Agreement will be retained by the employees.
- 42:03** The Employer will provide E.A.P. services through the Manitoba Government.
- 42:04** Full and part-time employees of the YWCA Westman Women's Shelter are members of the United Way Agencies Pension Plan in accordance with the plan regulations. All contributions will be matched by the Employer.
- 42:05** **Effective February 1, 2011, all eligible employees will be covered by a Health Benefits Plan and Dental Plan. The Health Benefits Plan and Dental Plan will be 50% Employee paid and 50% Employer paid and administered by Greenshields of Canada.**

## Schedule "A"

	1	2	3
<b>Children's Activity Worker</b>			
Year 1 - April 1, 2010 - March 31, 2011	12.69	13.51	14.33
Year 2 - April 1, 2011 - March 31, 2012 -1.5%	12.88	13.71	14.54
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	13.07	13.92	14.76
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	13.40	14.27	15.13
<b>Clerk</b>			
Year 1 - April 1, 2010 - March 31, 2011	12.69	13.51	14.33
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	12.88	13.71	14.54
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	13.07	13.92	14.76
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	13.40	14.27	15.13
<b>Housekeeper</b>			
Year 1 - April 1, 2010 - March 31, 2011	12.69	13.51	14.33
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	12.88	13.71	14.54
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	13.07	13.92	14.76
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	13.40	14.27	15.13
<b>Counsellor I (Casual)</b>			
Year 1 - April 1, 2010 - March 31, 2011	13.08	13.91	14.72
Year 2 - April 1, 2011 - March 31, 2012 -1.5%	13.28	14.12	14.94
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	13.48	14.33	15.16
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	13.82	14.69	15.54
<b>Counsellor II-A (Full-time)</b>			
Year 1 - April 1, 2010 - March 31, 2011	16.34	17.18	18.02
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	16.59	17.44	18.29
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	16.84	17.70	18.56
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	17.26	18.14	19.02

**Counsellor II-B (Part-time)**

Year 1 - April 1, 2010 - March 31, 2011	14.73	15.54	16.35
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	14.95	15.77	16.60
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	15.17	16.01	16.85
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	15.55	16.41	17.27

**Counsellor III**

Year 1 - April 1, 2010 - March 31, 2011	18.02	18.80	19.63
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	18.29	19.08	19.92
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	18.56	19.37	20.22
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	19.02	19.85	20.73

**Children's Counsellor**

Year 1 - April 1, 2010 - March 31, 2011	16.34	17.18	18.02
Year 2 - April 1, 2011 - March 31, 2012 – 1.5%	16.59	17.44	18.29
Year 3 - April 1, 2012 - March 31, 2013 – 1.5%	16.84	17.70	18.56
Year 4 - April 1, 2013 - March 31, 2014 - 2.5%	17.26	18.14	19.02

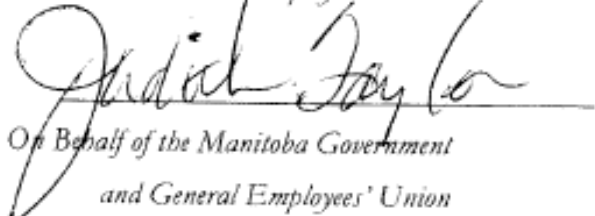
In witness whereof we have hereunto set our hands for and on behalf of the Y.W.C.A. Westman Women's Shelter and the Manitoba Government and General Employees' Union (M.G.E.U.)

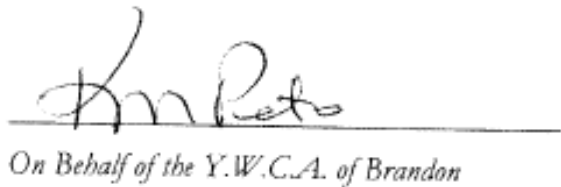
Signed this 21<sup>st</sup> day of March 2011.

  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Letter of Understanding**

*between*

**Y.W.C.A. Westman Women's Shelter**

*and*

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

**Re: Arbitrators**

---

The parties agree that those persons named below shall be sole arbitrators in any grievance under this Collective Agreement:

Jack Cram

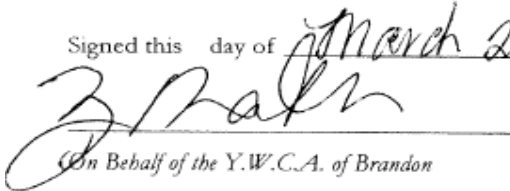
Don Pratt

Jake Janzen

Laurence Donald

Such persons shall act on a rotational basis, commencing with the person first named. In the event that an arbitrator is not available as required and the parties do not agree to extend the time within which the arbitration must commence, the next arbitrator in the rotation shall be the sole arbitrator.

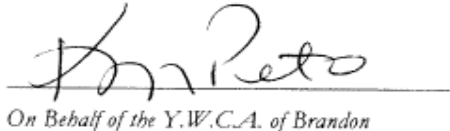
Signed this March 21 day of 2011.

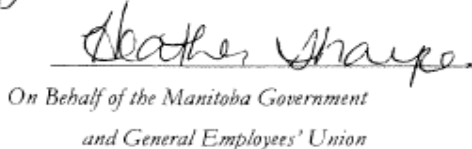
  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Y.W.C.A. of Brandon

  
On Behalf of the Manitoba Government  
and General Employees' Union