

Collective Agreement

between

End Homelessness Winnipeg Inc.

and

Manitoba Government and General Employees' Union

Local 439

September 24, 2018 to September 30, 2021

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*All changes appear **in bold**

This Agreement made this 24th day of September, 2018

between

End Homelessness Winnipeg Inc.

(hereinafter referred to as the “Employer” or “EHW”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part.

Preamble

It is the purpose of both parties to this Agreement to:

- maintain and improve harmonious relations and settled conditions of employment;
- define clearly the rates of pay and conditions of work;
- provide for an amicable method of settling differences which may from time to time arise;
- promote the mutual interest of the parties.

Guiding Principles of End Homelessness Winnipeg

End Homelessness Winnipeg is a volunteer and non-profit organization dedicated to building community partnerships to support disadvantaged members of society. EHW is designed to be a “community backbone” organization whose mandate is to oversee the implementation of a community led plan to end homeless in ten (10) years. To operate, EHW is solely dependent on funding from a variety of public sector and

charitable sources and as such, the organization must be able to demonstrate fiscal responsibility and due diligence to manage the affairs of the organization in the best interest of our clients. Our employees play a critical part in that venture and have a vested interest in ensuring the success of the organization. EHW strives to form partnerships of trust and support between staff, the Board and the community.

In recognition the parties agree as follows:

Article 1 Definitions

In this Agreement, unless the context otherwise requires, the expression:

- (a) “Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”;
- (b) “Employee” means a person employed in a position in the bargaining unit;
- (c) “Permanent Employee” means an employee who carries out and occupies a continuing function;
- (d) “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (e) “Term Employee” means an employee who has been hired for a specific period of time with a specified employment end date;
- (f) “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 a grant from a third party. Grant employees shall not be used to displace existing bargaining unit positions;
- (g) “Contract Resources” are specialized resources hired under a specific contract for projects, services and/or tasks required by EHW and are

not considered employees and will not be considered part of the Union. Contract resources shall not be used to displace existing bargaining unit positions;

- (h) “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. The terms of this agreement do not apply to casual employees.
- (i) “Students” may be hired from time to time for work experience and may be paid or unpaid. Students shall not be used to displace existing bargaining unit positions;
- (j) “Classification” means a group of positions involving duties and responsibilities that are similar in scope and accountability;
- (k) “Continuous service” or “continuous employment” means consecutive and continuous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay (excluding maternity, parental, sick or WCB leaves) or a temporary or seasonal layoff, while not considered a break in service, shall not be counted in the total continuous service . Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal layoff = nine and one-half (9½) years continuous service;
- (l) “Employment Termination” means the employee is removed from their position due to organizational restructuring, changes in funding, on a “without cause basis” or for disciplinary reasons for “just cause”;

- (m) “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement;
- (n) “Employment Resignation” means the employee has voluntarily resigned from their position;
- (o) “Paid Time Off Bank (PTO) means all paid leaves from the organization to cover vacation entitlements, to accommodate personal appointments, family situations, inclement weather, mental health days, etc. Employees may use their PTO for any reason they deem appropriate provided they have made the appropriate arrangements to cover their work requirements;
- (p) “Position” means a job function within the bargaining unit for which a person is employed by EHW;
- (q) “Promotion” means a change of employment from one (1) classification level to another with a higher maximum salary;
- (r) “Transfer” means to reassign an employee from a position in a classification to another position having the same maximum rate of pay;
- (s) “Length of Employment” means the period of time since an employee last became a full-time, part-time or temporary employee for purposes of calculating all entitlements pursuant to this Agreement;
- (t) “Union Representative” means a staff member of the Union, Union Steward, or Officer of the Local;
- (u) “Grievance” means a dispute submitted in writing, between the Union and the Employer regarding the application, interpretation or alleged violation of this Agreement, Employer policy and or any relevant legislation;
- (v) “Seniority” means length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis.

Article 2 Management Rights

- 2:01** All the functions, rights, employee 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.
- 2:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 3 Recognition

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees covered by Manitoba Labour Board Certificate No. MLB-7222, and any amendments thereto, namely all employees of End Homelessness Winnipeg Inc. except the Administrative Coordinator and Chief Executive Officer and those excluded by the Act.

Classifications may be added to or deleted from the exclusion listing above by mutual agreement between the parties. Where agreement cannot be reached the matter shall be referred to the Manitoba Labour Board by either party.

Where new classifications are to be introduced, the Employer agrees to enter into negotiations with the Union for the purpose of establishing appropriate salary schedules. Where agreement cannot be reached on an appropriate salary, the matter shall be referred to arbitration in accordance with Article 12.

- 3:02** No employee shall be required to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.
- 3:03** Persons whose jobs are not classified within the bargaining unit shall not work on jobs which have been determined as being within the bargaining unit. It is recognized that volunteers may do bargaining unit work provided that no bargaining unit member shall be displaced by a volunteer.
- 3:04** **Power of the Agreement**

This agreement supersedes any employment offer letters made prior to the approval of the Collective Agreement.

Article 4 Union Dues Check Off

- 4:01** The Employer shall deduct from every employee any regular monthly dues levied by the Union on its members.
- 4:02** Deductions shall be made from each payroll and shall be forwarded to the head office at 601-275 Broadway, not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses, classifications of employees from whose wages the deductions have been made and amounts of deductions for each employee.
- 4:03** The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.
- 4:04** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made except in circumstances of a strike or lockout wherein the notification period shall be one (1) day.
- 4:05** The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions, except for any claim or liability arising out of an error on the part of the Employer.

Article 5 Protection of Existing Working Conditions

- 5:01** All rights, privileges, benefits and working conditions contained in this Agreement shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual consent of the Employer and the Union, or unless this Agreement is terminated in accordance with The Labour Relations Act.

Article 6 Union Security

- 6:01** All employees who, on the date of the signing of this Agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members shall not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days from the date of employment and shall, as a condition of employment, remain Union members in good standing.
- 6:02** A bulletin board for the use of the Union, which is accessible by all employees, will be provided by the Employer.
- 6:03** The Employer agrees to advise all new employees that a Collective Agreement is in effect. On commencing employment the new employee shall receive fifteen (15) minutes with a Union representative to be provided any information and orientation the new employee requires.

Article 7 Duration and Notice to Bargain

- 7:01** This Agreement shall be effective from September 24, 2018 and shall continue in effect up to and including September 30, 2021 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 one hundred eighty (180) days, prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of the Agreement, this Agreement shall remain in full force and effect without change.
- 7:02** Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout occurs, whichever first occurs.

7:03 All wages including merit increments shall be retroactive to date of ratification to all current employees.

Article 8 Union Business

8:01 Employees who are representatives of the Union and who are requested to attend meetings with the Employer or representative(s) of the Employer during regular working hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

8:02 The Employer will release up to two (2) members of the bargaining unit from their regular duties for the purpose of attending collective bargaining sessions, including any mediation, conciliation or arbitration sessions. The employees shall receive their usual remuneration. The Union will reimburse the Employer for the salary and benefits accruing for one of the members. The Employer will cover the costs of salary and benefits for one of the members. All other related costs will be shared between the Union and Employer (i.e., food, room rentals etc.).

8:03 An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least three (3) days advance notice of request for such leave will be given by the employee or the Union.

8:04 Where such leave of absence has been granted by the Employer under Article 8:02 and/or 8:03, the Union shall reimburse the Employer one hundred per cent (100%) of the wages paid to such Employees plus the full cost of benefits during the approved absence. Benefits costs must be itemized by the Employer.

- 8:05** Unless otherwise specified in this Agreement, employees shall be expected to conduct Union business before or after working hours, or during rest or meal breaks, or unless approved by EHW management.
- 8:06** The Union shall provide the Employer with a current list of local table officers, stewards and assigned staff representative and will notify the Employer of any subsequent changes in Union representation.

Article 9 Labour, Health and Safety Committee

- 9:01** The parties are agreed that a regular forum to address daily operating issues and health and safety is beneficial and commit to a schedule of quarterly Labour, Health and Safety Committee meetings to be held during regular working hours. The meetings may be more or less frequent as needed, if mutually agreed.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and other than in accordance with legislation does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their decisions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions. Meetings may result in recommendations to the Employer with respect to its discussions and conclusions.

Article 10 Non-Discrimination

- 10:01** The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, or place of origin, Union membership or activity, family relationship, place of residence, political affiliation or activities or sexual orientation.

Article 11 Respectful Workplace

- 11:01** The Employer and the Union jointly affirm that every employee is entitled to a professional, respectful and healthy workplace, which is free from discrimination and harassment and employees alike are required to adhere to these standards. Unprofessional or bullying conduct will not be tolerated.
- 11:02** The definition of harassment shall consist of the definition contained in the provincial Human Rights Code and Manitoba Workplace Safety and Health Legislation.
- 11:03** The Employer will develop and maintain a comprehensive Non-Discrimination and Non-Harassment Policy that includes definitions of discrimination, harassment and violence in the workplace, procedures for addressing these behaviours as well as potential consequences for engaging in this type of conduct. This policy will clearly outline reporting procedures to address conduct between employees, volunteers, stakeholders and the President/CEO.
- 11:04** Where a complaint has not been sufficiently addressed in accordance with the Discrimination and Harassment Policy, employees shall have access to the grievance procedure up to and including arbitration.

Article 12 Grievance and Arbitration Procedure

- 12:01** Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

Discussion Step - Prior to a written grievance being filed and/or initiated, the parties shall meet to review the facts and circumstances giving rise to the complaint(s) and shall attempt to resolve the matter(s) through discussion.

Step 1

Within ten (10) calendar days of an employee becoming aware of the circumstances giving rise to a grievance, the employee must submit a formal

written complaint to the President & CEO. The President & CEO shall issue a written decision in respect of the grievance within ten (10) calendar days. The President & CEO must meet with the employee to discuss the grievance and the employee shall have the right to have a Union representative present. If the conduct of the President & CEO is the subject of the grievance, the complainant shall proceed to Step Two by submitting the grievance to one of the two Board Chairpersons or designate.

Step 2

Where the matter is not satisfactorily resolved at Step 1, the employee may forward a written complaint to the Board Chair or designate within ten (10) calendar days of receipt of the decision at Step 1. The Board Chair or designate shall conduct a meeting within thirty (30) days of receipt of the grievance and shall issue its decision within ten (10) calendar days of the meeting.

Step 3

Where the matter is not satisfactorily resolved at Step 2 the matter may be referred to binding arbitration by the Union within ten (10) calendar days of the decision of the Board Chair or designate.

12:02 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.
- (b) If the parties are unable to agree on a single arbitrator, the parties will request in writing to the Manitoba Labour Board that it appoint an arbitrator.

12:03 The Arbitrator is to be governed by the following provisions:

- (a) The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it.
- (b) Either party may apply within five (5) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the Arbitrator's decision. The parties may agree to extend the timelines.
- (c) Each of the parties shall pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the Arbitrator.
- (d) The Arbitrator shall determine the Arbitrator's own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- (e) The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- (f) The parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.
- (g) The Arbitrator shall have power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (h) The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- (i) The Arbitrator shall determine the real issue in dispute according to the merits and shall make whatever disposition the Arbitrator deems just and equitable.

12:04 Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked.

- 12:05** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 12:06** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and such agreement shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.

Article 13 Coaching, Performance Management, Discipline and Discharge

- 13:01** EHW has a philosophy of coaching and support to ensure employees are successful in their jobs and in the workplace; both in “what” they are required to perform in tasks as well as “how” they are required to perform those tasks in terms of behaviours and actions.
- 13:02** No employee shall be disciplined or discharged without just cause.
- 13:03** An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action. The employee shall have the right to be accompanied by a Union representative, shop steward or co-employee of the employee’s choice and shall be given sufficient notice of the meeting so that the employee may arrange for the Union representative, local union executive, shop steward or co-employee to be present. Failure to conform with the requirements of this Article shall render the discipline or discharge null and void.
- 13:04** Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. Any written reply by the employee shall become part of her/his record. The record of any disciplinary action shall not be referred to or used against her/him at any time after twenty-four (24) months following such action unless the issue impacts the safety and health of the workplace.
- 13:05** Demotion shall not be used as a disciplinary measure.

13:06 Where the employee fails to address the required changes, progressive discipline will be followed as outlined below. Subject to the severity of the infraction, all steps may not be followed and when the circumstances warrant, some steps may be repeated.

- (a) Discussions, coaching, mentorship, and redirecting; manager notes to file;
- (b) Verbal warning and meeting (written copies provided);
- (c) First written warning and meeting;
- (d) Second written warning outlining further disciplinary action that will be taken and meeting;
- (e) Suspension 'without pay' appropriate to the situation and meeting;
- (f) Employment termination and meeting.

13:07 Burden of Proof

In the case of discipline or discharge, the burden of proof of just cause shall rest with the Employer.

Article 14 Seniority

14:01 Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall, and as set out in other provisions of this Agreement.

14:02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be sent to the Union and provided to the employees in the bargaining unit.

14:03 Seniority is retained and accrued for:

- (a) All regular hours worked;
- (b) All periods of child care and/or family leave up to eighteen (18) months;

- (c) Any leave as contemplated in Articles 23, 24, 25;
- (d) Any period of Workers Compensation;
- (e) Any period of education leave (up to one [1] year);
- (f) Any period of sick leave without pay;
- (g) Any leave without pay up to twenty (20) working days in a calendar year;
- (h) Any period of paid vacation;
- (i) Any period of paid sick leave;
- (j) Any period of leave for which MPI benefits are payable but WCB benefits have been waived; and
- (k) Any period of long term disability up to two (2) years.

14:04 Seniority is retained but does not accrue if any employee:

- (a) Is temporarily laid off;
- (b) Is on a recall list;
- (c) Is on long term disability for a period greater than two (2) years;
- (d) Is on child care leave.

14:05 The Employer shall provide a copy of the seniority list to the Union by March 31 of each year.

14:06 An employee shall, subject to any bridging provisions, lose her/his seniority in the following circumstances:

- (a) If the employee is discharged for just cause and is not reinstated;
- (b) If the employee resigns voluntarily;
- (c) If the employee is laid off for a period in excess of twelve (12) months;

- (d) If the employee fails to communicate with the Employer or report to work as required in Article 17 (Lay Off and Recall);
- (e) If the employee fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer. This is deemed to be a termination for just cause; or
- (f) If the employee is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

Article 15 Selection/Promotion

- 15:01** Where a job vacancy occurs or a new job is created, notice shall be posted for at least seven (7) calendar days at appropriate locations including all bulletin boards and a copy shall be sent to the Union. The notice shall set out a job description, qualifications required by the job, current or anticipated shift pattern, if known and classification and wage rate. The parties may agree to extend any of the timelines set out above.
- 15:02** In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded to the senior qualified applicant provided she/he is able to perform the job. The employee will be appointed to the role at the earliest opportunity. Should this exceed thirty (30) days, any salary increases that the employee is entitled to receive as a result of the promotion shall be paid.
- 15:03** If an employee is transferred or promoted, ability to do the job means ability to perform the requirements of the job following an appropriate familiarization period or following an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course.
- 15:04** No employee shall be transferred to another position within the bargaining unit without her/his consent.

- 15:05** New employees shall not be hired where there are employees on layoff able to perform the job.
- 15:06** Whenever possible, some overlap should occur between the leaving and the newly hired employees.

Article 16 Hours of Work

- 16:01** Regular hours of work for all permanent full-time employees shall be:
- (a) Seven and one-half (7 ½) consecutive hours per day excluding a forty-five minute meal/lunch break (to be taken approximately mid way through shift) and including two 15-minute rest periods; or
 - (b) Thirty-seven and one half (37 ½) hours per work week.

16:02 **Flex Time**

Upon mutual agreement between the Employer and an employee, an employee may work an extended/alternate work day in order to fulfill the provisions of her job or to accommodate personal need, within reason. All hours worked on an extended/alternate day shall be used to effect a shorter work week and shall be taken back within four (4) weeks following the date on which the extended/alternate day occurred. Overtime does not apply to employees working extended/alternate days. Hours are accrued on an hour for hour basis.

- 16:03** With written permission from the CEO and upon mutual agreement between the Employer and an employee, an employee may work from home on an occasional basis.

Article 17 Layoff and Recall

- 17:01** In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority provided the more senior employee has the necessary ability to perform the requirements of the job.

- 17:02** The Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of the layoff or award pay in lieu thereof. Copies of this notice shall be provided to the Union office.
- 17:03** Employees shall have bumping rights in accordance with their seniority. The right to bump shall include the right to bump up provided the employee has the necessary ability to perform the requirements of the job.
- 17:04** Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of the employee's current address. The employee shall return to work within five (5) working days from the time that the employee receives notice of recall unless, on reasonable grounds, the employee is unable to do so. "Reasonable grounds" shall include the need to provide a current employer with up to two (2) weeks' notice of termination.
- 17:05** No new employees shall be hired until those laid off, who are qualified for the position, have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employee and sent to the Union.
- 17:06** The right of laid off employees to employer paid benefits under this Agreement shall continue for a period of twelve (12) months providing these are made available by the insurance provider.
- 17:07** The Employer agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work unless by mutual agreement.
- 17:08** With agreement between the Employer and employee, a displaced employee may elect to receive severance pay on the basis of a week's pay for every year of completed service with a minimum of two (2) weeks' pay to a maximum of

twelve (12) weeks' pay. If this election were made and upon receipt of the aforementioned severance, employment would be deemed to be terminated.

- 17:09** Notwithstanding Article 17:02, full-time term employees may be laid off, prior to the expiration of their term. Where a full-time term employee is laid off under this Article the employee shall receive two (2) weeks' notice or pay in lieu thereof. If the layoff is at the end of the employee's term no notice of layoff is required.

Article 18 Contracting Out

- 18:01** There shall be no contracting out of bargaining unit work if it will displace a bargaining unit employee.

Article 19 Overtime

- 19:01** Overtime work must be authorized in advance in writing by the Employer.
- 19:02** Excepting mutually agreed upon extended or alternate days (flex-time), all time worked outside or in excess of the work day or the work week, that is authorized by the Employer, shall be considered overtime.
- 19:03** An employee who is required to work overtime on a regular workday shall be compensated for such additional time at the rate of time and one-half (1½x) per regular rate of each hour so worked.
- 19:04** An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all hours worked
- 19:05** When overtime is required, it must be performed by the employee who normally performs the work. If that employee is unable to work the overtime, it shall be offered to the other qualified employees in the bargaining unit, starting with the most senior qualified employee and in declining order of seniority following that. If the overtime work cannot be filled with volunteer employees, the work shall be assigned starting with the most junior qualified employee in the bargaining unit.

- 19:06** An employee may elect to be compensated for an equivalent amount of time off. Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer.
- 19:07** An employee required to work overtime without any advance notice for a period in excess of two (2) hours immediately following her/his regular shift shall be provided, at no cost, an appropriate meal available within the workplace.

Article 20 Holiday/Statutory Days

- 20:01** Recognized (paid) statutory days are listed as follows. Vacation or sick leave will not be charged on any of these days. All permanent full-time employees will be paid at their regular salary or prorated in the case of temporary, part-time, casual or grant employees.

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day*
Aboriginal Day	Christmas Day
Canada Day	Boxing Day

and any other day declared a holiday by the federal, provincial or municipal government.

* Remembrance day is only observed as a day off work when it falls on a weekday.

Where any of the above-noted holidays falls on a Saturday or Sunday, the previous or following workday (as observed by most organizations) shall be deemed to be a holiday for the purpose of this Agreement.

If EHW closes its operations between Christmas and New Year's Day, these days off shall be Employer paid.

- 20:02** Employees shall receive one (1) days' pay for each holiday. An employee who works on a holiday shall be paid for the day at the rate of time and one-half (1½x) her/his regular rate of pay plus an extra day's pay or, at the option of the employee, another day off with pay at a time mutually selected between the employee and the Employer (pro-rated for part-time).
- 20:03** If any of the above holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, at a time selected by the employee, at the option of the employee.

Article 21 Paid Time Off Bank (PTO)

- 21:01** EHW philosophy is to give as much control over employee benefits directly into the hands of the employees to make decisions that will help each person balance work and personal life in the best possible manner. By offering a PTO bank, employees do not have to "ask for permission" or "explain personal situations" as to why they need time off. They do have to act responsibly and professionally to ensure they communicate their absences to management with appropriate notice (excluding emergency situations) and take adequate measures that their work is covered or managed when they are absent; and must be aligned with operational requirements. PTO combines earned and entitled vacation leave with an allowance for flex-time to cover personal situations such as doctor's appointments, bereavement leave (for anyone close to that individual), cultural days, spiritual events, mental health days, vacation, car servicing, care for sick children or loved ones, and on.
- 21:02** Upon ratification and every April 1st thereafter, each employee will earn vacation leave of twenty-one (21) days per year and this will be credited into the employee's PTO bank, along with ten (10) days flex/comp-time annually. The total amount in the PTO bank can be used for any reason at the sole discretion of the employee providing appropriate notice and work arrangements have been made.

Every April members will be provided with ten (10) compensatory days in their PTO bank and twenty-one (21) days of vacation leave that is accrued at the rate of 1.75 days per month. The full PTO bank is available for use at any time during the year. However, if the employee resigns and is in a negative position (after review) they will be required to repay the deficit portion.

- 21:03** Vacation leave entitlements will be earned for every month that an employee is actively working or while on any leave with pay (from EHW).
- 21:04** Employees must use their PTO bank credits prior to the end of each fiscal year. If all credits have not been scheduled or used by March of each fiscal year, the employer may schedule the corresponding time off. Management may authorize a carry-over of credits in exceptional circumstances, as required by EHW.
- 21:05** On employment termination, unused and accrued PTO bank credits will be paid out at the employee's current regular salary.
- 21:06** Temporary, casual, and student employees will be paid vacation at four (4%) percent of annual earnings on employment termination or at the end of the fiscal year.

Article 22 Sick Leave

- 22:01** Each permanent full-time employee or full-time temporary employee shall accumulate sick leave at the rate of one (1) day for each full month of active employment and will be capped at a maximum of fourteen (14) days. Part-time employee accrual rates will be pro-rated to the number of days worked. Casual, student, and contract employees are not entitled to paid sick leave.
- 22:02** Every effort will be made to provide assistance and/or accommodations to employees who are suffering from an illness or disability to the point of undue hardship. Any illness that is affecting an employee will be handled with the utmost care for the individual. EHW and the employee will work collaboratively provided that the employee is actively participating in a

treatment program and is taking corrective actions to resolving those issues and making progress.

- 22:03** The Employer agrees to facilitate the return to work of ill, injured or disabled employees and shall include the Union in the initial meeting with the employee to review the provisions of her/his restrictions and limitations. Where appropriate, relevant provisions of the Collective Agreement may, by agreement between the Employer and the Union, be waived.
- 22:04** The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship to the Employer.
- 22:05** The Employer agrees to implement and maintain Long Term Disability Insurance for all permanent staff. If the majority of employees desire Short Term Disability Insurance in the future, the Employer agrees to implement this as well. To provide for maximum benefit on pay-out, premiums will be employee paid.

Article 23 Special Leave

- 23:01** In addition to all other leave provisions, management may grant leave of absence with pay to an employee requesting leave for a serious emergency or exceptional circumstances. Such leave shall not be discriminately withheld or indiscriminately sought.

Article 24 Court Leave

- 24:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence without pay for the required period of absence. All jury or witness fees received by the employee shall be retained by the employee.

Article 25 Domestic Violence Leave

25:01 In accordance with Employment Standards, an employee who is a victim of domestic violence and has worked for the Employer for at least ninety (90) days is entitled to the following periods of leave in each fifty-two (52) week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period;
- (c) Up to five (5) days of leave taken under this Article in a fifty-two (52) week period is paid leave, provided that when giving notice the employee notifies the employer which days, if any, are to be paid leave.

25:02 An employee may take a domestic violence leave only for one or more of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) Any other prescribed purpose.

Article 26 Child Care Leave (Maternity/Parental/Adoption/Paternal Leave)

EHW child care provision is to provide all employees with a one (1) week paid leave of regular earnings for the one-week waiting period in which no EI benefits are payable. This payment is subject to a one-time payment per event or birth of the child, and covers Maternity Leave, Parental Leave, Adoption Leave or Paternal Leave.

26:01 Maternity Leave

(1) Every employee:

- (a) Who has completed seven (7) consecutive months of employment;
- (b) Who submits to the Employer an application in writing for leave under this Article 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) Who satisfies EI information and documentation requirements;

is entitled to and shall be granted maternity leave consisting of:

- (i) A period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
 - (ii) 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 clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (2) Maternity leave granted to an employee under subsection (1) shall commence not earlier than twelve (12) weeks preceding the date specified in the certificate mentioned in clause (1)(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.
- (3) An employee who does not submit an application for maternity leave in accordance with clause (1)(b), but who except for the non-compliance

with that clause would have been eligible for maternity leave provided in subsection (1), is entitled to and shall be granted leave consisting of:

- (a) Such period or periods within the seventeen (17) weeks immediately preceding the estimated date of her delivery as certified by a duly qualified certified medical practitioner, if she provides her Employer with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee:
 - (i) Was incapable of performing the normal duties of her employment, or
 - (ii) Will be incapable of performing the normal duties of her employment by reason of a medical condition that is or was directly attributable to her pregnancy; and
 - (b) Such further period that when added to the leave granted under clause (a) will not exceed the amount of maternity leave to which a female employee is entitled under subsection (1).
- (4) Notwithstanding that an employee does not apply for maternity leave under subsection (1) or (3), she is nevertheless entitled and shall be granted leave for a period not exceeding the period of maternity leave to which she is entitled under subsection (1).
 - (5) Notwithstanding anything contained in subsections (3) and (4), leave granted to an employee under any of those subsections shall terminate no later than seventeen (17) weeks following the actual date of her delivery.
 - (6) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

- (7) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- (8) The Employer shall not dismiss or layoff an employee solely because she is pregnant or has applied for leave in accordance with this section.
- (9) In the event of amendments to The Employment Standards Code prescribing more favourable benefits or conditions than set forth herein, this section shall be deemed to be amended to reflect those amendments.

26:02 Parental Leave

- (1) Every employee:
 - (a) Who becomes the natural parent of a child or assumes actual care and custody of the newborn child or adopts a child under the law of a province;
 - (b) Who completes seven (7) consecutive months of employment for or with the Employer; and
 - (c) Who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks for Standard Parental Benefit or sixty-one (61) weeks for Extended Parental Benefit.
- (2) Subject to section (3), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

- (3) Where an employee intends to take parental leave in addition to maternity or adoption leave, the employee must commence the parental leave immediately on expiry of the maternity or adoption leave without a return to work after expiry of the maternity or adoption leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree.
- (4) Where an application for parental leave is not made in accordance with section (1)(d), the employee is nonetheless entitled to, and upon application to the Employer shall be granted parental leave under that section for the portion of the leave period that remains at the time the application is made.
- (5) All relevant provisions outlined under maternity leave shall also apply to parental leave.

Article 27 Leave of Absence Without Pay

27:01 Except in emergencies, all requests for any leave of absences shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Employer at least thirty (30) calendar days in advance. The Employer shall notify the employee of the decision in writing based on individual merits as well as the operational needs of the organization.

Article 28 Employee File

28:01 An employee shall have the right to, at any time, have access to and review her/his personnel file in the presence of the CEO or designate and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employer shall not be permitted to discharge information about the employee without her/his prior knowledge and consent.

Article 29 Total Compensation Program

- 29:01** Permanent employees are eligible to participate in EHW pension and benefit programs as they exist and recognize the right of the Employer to make required changes to those plans with a minimum of six (6) months' notice or as otherwise may be specified by law through governing pension entities.
- 29:02** Benefits for part-time employees shall be pro-rated on the basis of hours, provided they meet the minimum number of hours to qualify as specified by the insurance provider.
- 29:03** Temporary, casual, contract employees or students will not be eligible for pension and benefit programs.

Article 30 Board Contact

- 30:01** Within five (5) days of each Board meeting, the CEO shall communicate relevant information with employees.
- 30:02** Employees may submit reports to the Board, or, with advanced notice, may request to attend scheduled meetings to present to the Board of Directors on matters of importance in the workplace.

Article 31 Job Descriptions

- 31:01** Job descriptions shall be provided to Union upon request, at bargaining and as updated.

Article 32 Employee Rights and Responsibilities

- 32:01** All permanent employees will have a Position Profile developed with corresponding competencies required to successfully perform their role. Coaching tools and learning and development plans will be implemented in order to support the employee in the performance of their roles and duties. Annual tasks and job requirements will be set based on the organization's strategic and business plans.

- 32:02** A progressive competency model will outline required skills and abilities to effectively perform jobs at various classifications levels of the organization, Appendix B.
- 32:03** Employees will be eligible for acting pay if they are required to perform the majority of the functions of a higher-level role for more than ninety (90) days. Acting pay will be set commensurate with experience, skills, abilities, and knowledge relative to internal and external compensation equity, but will normally not exceed five (5%) percent.
- 32:04** **Employment Obligations for Employees**
Employees have similar obligations under law to fulfil their employment contract obligations by attending work on a regular and consistent basis and:
- At all times, representing EHW in a professional manner in all communications – such as social media posts with behaviours and actions that will not negatively affect the reputation of the organization; or in-person communications and attire that is appropriate to the work situation within the greater community;
 - During working hours, employees will focus their sole attention on EHW business and work;
 - Consistently perform their job in a satisfactory manner, adhering to all professional, ethical and legal standards, as well as EHW policies and procedures including Conflict of Interest and Code of Conduct;
 - Act in the best interest of the organization and, at all times, will ensure the protection of EHW property, privacy and the confidentiality of all information that employees receive during the course of their employment;
 - Use their Paid Time Off Bank (PTO) in a responsible manner ensuring that time is pre-booked (except in emergency situations) and ensuring that work responsibilities are covered for the duration of leave;
 - Treating all clients, partners, stakeholders and coworkers in a respectful manner to support and contribute to a healthy work environment.
- 32:05** **Employee Value Proposition**

The Board of Directors and management has a strong fundamental belief in working in partnership with employees; in fairness and reasonability; in working with the highest degree of efficiency; and providing a respectful, healthy and fun workplace. Employees have an equal responsibility and are expected to act in a professional, reasonable and respectful manner at all times. For greater clarity, this means that:

- EHW expects that all employees will share and uphold the organization's values; and they will be gainfully engaged in the success of the organization by providing expertise and knowledge to execute the strategic and business plans through a high-performance culture in a workplace where each employee is accountable, demonstrates initiative and a strong commitment to deliver exceptional internal and external customer service. All employees will operate in a professional manner at all times ensuring a good team spirit and collaboration.
- EHW Promises: In return, EHW promises to provide employees with a flexible, dynamic, respectful, healthy and safe work environment, along with a competitive total compensation program relative to the non-profit sector. We commit to ensuring fair and equitable measurements of results and progress and support career growth and development through a culture of coaching and learning.

32:06 Employees have the right to work in an environment that meets or exceeds Manitoba Employment Standards. The Labour Relations Act regulates labour relations and collective bargaining in the Province of Manitoba.

Article 33 Wages and Incentives

33:01 Minimum salaries will be set within the EHW Salary Schedule, Appendix A.

33:02 Subject to satisfactory performance, employees shall receive annual increments as provided for in the Salary Scale in Appendix A upon completion of each year's accumulated service (1950 hours).

33:03 **Incentives**

Merit based incentives will be evaluated as per Appendix C and provided to employees as follows on a yearly basis and must be re-earned annually. Incentive PTO days must be used in the year they are provided and will not be carried forward.

Achiever : + 1 additional day added to PTO bank

Role Model : + 2 additional days added to PTO bank

Champion : +3 additional days added to PTO bank

33:04 Placement on the scale upon hiring shall be determined as follows:

Start: 5 years of related education and experience

Step 1: 7 years of related education and experience

Step 2: 9 years of related education and experience

Step 3: 11 years of related education and experience

Step 4: 13 years of related education and experience

Step 5: 15+ years of related education and experience

IN WITNESS WHEREOF a representative of End Homelessness Winnipeg Inc. has hereunto set their hand for and on behalf of End Homelessness Winnipeg Inc., and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for and on behalf of Manitoba Government and General Employees' Union.

Signed this 11 day of December, 2018.

Quince Bruce
On behalf of End Homelessness
Winnipeg Inc.

J. J. J.
On behalf of Manitoba Government
and General Employees' Union

Ed
On behalf of Manitoba Government
and General Employees' Union

Appendix A

Effective April 1, 2019, April 1, 2020 and April 1, 2021: Wage Reopener.

There will be a strong commitment to securing funding for salary increases to keep pace with the non-profit sector.

The Employer will notify the Union of any increases to funding for salaries with a minimum increase to be equal to the percentage increase in funding allocated to wages to the Employer.

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Managers	65,000.00	66,950.00	68,950.50	71,019.02	73,149.59	75,000.00

Appendix B

End Homelessness Winnipeg Competency Model

	<i>Business Experts</i>	<i>Operational Lead (e.g. Operational Admin)</i>	<i>Specialist/Technical/ Manager (e.g. Program Manager)</i>	<i>Director</i>	<i>Executive (e.g. CEO)</i>
<p>Service Excellence <i>Committed to service excellence internally and externally supporting organizations and networks in the delivery of person-centered service</i></p>	<p>Understands the service needs of partners, stakeholders and internal team members</p> <p>Provides prompt, attentive service to address needs</p> <p>Follows-up to evaluate needs and requirements</p> <p>Goes the extra step to help resolve issues</p> <p>Understands the connections between own work and other</p>	<p>Understands the service needs of partners, stakeholders and internal team members</p> <p>Provides prompt, attentive service to address needs</p> <p>Follows-up to evaluate needs and requirements</p> <p>Identifies and resolves any issues that arise</p> <p>Monitors and provides guidance and feedback on service protocols</p>	<p>Identifies and understands the diverse service needs of partners, stakeholders and internal team members</p> <p>Provides prompt, attentive service to address needs</p> <p>Facilitates access to the appropriate community resources and range of services to better serve individual needs</p> <p>Follows-up to evaluate service, needs and requirements</p>	<p>Demonstrates in-depth understanding of the diverse service needs and circumstances of partners, stakeholders and internal team members</p> <p>Follows-up to evaluate service, needs and requirements</p> <p>Monitors and provides guidance and feedback on service protocols</p> <p>Sets and oversees the work environment for service excellence to thrive</p>	<p>Facilitates effective service delivery and relations from within and/or across program areas</p> <p>Removes barriers affecting service delivery and relations</p> <p>Demonstrates an unwavering commitment to excellence in service</p> <p>Sets and oversees the work environment for service excellence to thrive</p>

	program areas, agencies and community resources to serve needs	Understands the connections between own work and other program areas, agencies and community resources to serve needs			
Teamwork <i>Works effectively with diverse individuals and groups and builds collaborative partnerships and caring and respectful relationships internally and externally (with all sectors, levels of government and the community at large)</i>	Provides assistance, information, or other support to others Maintains collaborative, caring and respectful working relationships with others Works effectively in conflict situations to achieve a mutually beneficial result Goes the extra step to facilitate efficient work flow and communication between areas	Provides assistance, coaching, information or other support to others Encourages others to understand and value the diverse perspectives and cultural needs of others Adapts own behavior to meet diverse needs of others Builds and maintains collaborative, caring and respectful working relationships with others Works effectively in conflict situations to	Provides expertise, information, or other support to others Understands diverse perspectives and cultural needs of others and adapts own behavior to meet those needs Builds and maintains collaborative, caring and respectful working relationships with others Identifies beneficial partnerships and builds new relationships effectively	Is accessible and supportive to team members Adapts leadership style to meet the diverse needs of others Identifies beneficial partnerships and builds new relationships effectively Helps others identify opportunities to develop effective external networks and working relationships Creates and works to support a work	Facilitates and helps develop effective teamwork across the entire organization Removes barriers affecting teamwork Promotes collaboration and teamwork across the organization Builds effective networks and strategic relationships and partnerships Leads and oversees a healthy and caring work environment across the organization

	Participates in building a healthy and caring work environment	achieve a mutually beneficial result Participates in building a healthy and caring work environment	Works effectively in conflict situations to achieve a mutually beneficial result Participates in building a healthy and caring work environment	environment for effective teamwork and collaboration Builds a healthy and caring work environment	
Communication <i>The effective exchange of information and ideas to inform, educate, engage, influence or advocate</i>	Demonstrates active listening to others to ensure understanding Follows and provides clear verbal and written information Communicates respectfully and constructively Maintains confidential information and alerts management of privacy risks	Demonstrates active listening to others to ensure understanding Articulates own opinions clearly and concisely in verbal and written formats Follows and provides clear verbal and written information to individuals and/or groups Communicates respectfully and constructively	Demonstrates active listening to others to ensure understanding Articulates complex information clearly and concisely in verbal and written formats Adjusts tone and messages depending on audience needs Influences and/or advocates for a person or cause in an effective manner	Demonstrates active listening to others to ensure understanding Delivers effective complex written or verbal information to different audiences Influences and/or advocates for a person or cause in an effective manner Fosters an environment that promotes effective and respectful interactions	Fosters open communication across the organization Removes barriers to effective communication Models the corporate values in their communication style and actions Exercises "calmness under pressure" Effectively communicates on behalf of the organization

	Provides timely information to those who need it	Ensures confidential information is maintained by self and team; identifies risks to management	Communicates respectfully and constructively in situations that may be very tense Ensures confidential information is maintained; identifies risks to management	Ensures confidential information is maintained by self and team; identifies risks to management	Fosters an environment that promotes effective and respectful interactions
Planning and organizing <i>Effectively plans, prioritizes, coordinates and implements required actions and resources to address immediate, short and longer term needs and goals</i>	Organizes, prioritizes and plans own tasks to complete work efficiently Participates in coordinating information/work from others Maintains organized records and documentation Informs team or leaders of work delays in a timely manner	Organizes, prioritizes and plans own tasks to complete work efficiently Coordinates information/ work from others Ensures the team maintains organized records and documentation Proactively monitors progress on work requirements and deadlines	Creates plans and coordinates projects, programs and tasks involving diverse skill sets Coordinates information/resources from others Maintains organized records and documentation Proactively monitors plans and progress on work requirements and deadlines	Establishes a clear vision for their area that supports organizational goals and strategies Ensures goals and employee actions align with and support the organizations' vision and goals Monitors strategies plans, expenditures and resource requirements and makes appropriate modifications	Establishes a clear shared vision that aligns with organizational goals and strategies Ensures budgetary and financial plans are managed effectively across the organization Effectively plans, prioritizes and monitors resource requirements organization-wide

				Advises management of risks in a timely manner to take proactive action	
Analysis, problem solving and evaluation <i>Effective analysis, assessment and application of information to facilitate appropriate solutions and effective decisions</i>	<p>Accurately assesses relevant information to determine appropriate actions</p> <p>Identifies potential problems related to own work</p> <p>Raises concerns and issues in a timely manner</p> <p>Makes recommendations for how to address problems identified</p> <p>Evaluates own actions or solutions</p>	<p>Accurately assesses relevant information to determine appropriate actions</p> <p>Identifies and anticipates potential problems related to own or team's work</p> <p>Raises concerns and issues in a timely manner</p> <p>Makes recommendations for how to address problems identified</p> <p>Makes effective decisions in a timely manner</p>	<p>Identifies and critically analyses options to address needs and determine appropriate actions</p> <p>Anticipates potential issues or problems and identifies preventative or corrective actions</p> <p>Engages others in identifying needs, issues and solutions (for difficult/crisis situations)</p> <p>Makes timely recommendations and decisions to address problems identified</p> <p>Effectively assesses short term and long term impacts of decisions</p>	<p>Identifies and critically analyses options to address needs and determine appropriate actions</p> <p>Makes effective decisions based on assessment and evaluation</p> <p>Provides solutions or resources to implement action plans for difficult/crisis situations</p> <p>Delegates decision making down to appropriate level</p> <p>Builds support from stakeholders impacted by actions or decisions</p>	<p>Thoroughly analyzes impacts and risks before making decisions</p> <p>Makes effective strategic decisions that impact short, medium and long term organizational results</p> <p>Anticipates how decisions or actions will impact other areas of the organization</p> <p>Creates an environment for all employees to be problem solvers</p> <p>Engages others in identifying solutions</p> <p>Encourages calm and rational problem solving</p>

			Evaluates actions, solutions and decisions once implemented	Evaluates actions, solutions and decisions once implemented	approaches across organizational areas to solve issues efficiently and effectively
<p>EHW LEADERSHIP @ every level by “doing the right things for the right reasons”</p> <p><i>Demonstrates skills and expertise to perform effectively and contribute to organizational results</i></p> <p>Accountability for results quality and reliability</p> <p>Innovation & continuous improvement</p> <p>Adapting to and sustaining change effectively</p> <p>Development (self, others)</p>	<p>Utilizes skill and knowledge to complete assigned work efficiently</p> <p>Ensures accuracy and high standards for work results</p> <p>Shows accountability in work and follows through on all projects, goals and commitments made</p> <p>Demonstrates and shares their ideas and expertise with others</p> <p>Identifies opportunities to continuously improve work activities and service</p>	<p>Ensures collective knowledge is utilized to complete work efficiently</p> <p>Ensures accuracy and high standards for own and others' work results</p> <p>Shows accountability in work and follows through on all commitments and goals</p> <p>Demonstrates and shares their ideas expertise with others</p> <p>Identifies opportunities and encourages others to continuously improve work activities and service</p>	<p>Utilizes professional expertise to complete work and assists team with same</p> <p>Ensures accuracy and high standards for work results</p> <p>Shows accountability in work and follows through on all commitments and goals</p> <p>Implements appropriate measures and targets to meet goals and objectives</p> <p>Demonstrates and shares their expertise with others</p> <p>Identifies opportunities and encourages others</p>	<p>Holds self and others responsible for fulfilling work commitments</p> <p>Ensures accuracy and high standards for own work results and team</p> <p>Fosters an environment that encourages others to share ideas</p> <p>Challenges assumptions and status quo thinking in self and others</p> <p>Is recognized as a change champion and helps others adapt to change effectively</p> <p>Provides timely and constructive feedback</p>	<p>Encourages a high performance results-driven culture by engaging and involving others</p> <p>Provides guidance to others on strategic direction</p> <p>Implements appropriate measures and targets to meet organizational goals and objectives</p> <p>Responds efficiently and effectively to HR Management issues</p> <p>Facilitates and removes barriers to continuous improvement and innovation</p>

	<p>Adapts well to change and encourages others to embrace new ideas</p> <p>Is open to feedback for development</p> <p>Takes opportunities to develop own skill sets</p>	<p>Is a role model for change and encourages others</p> <p>Is open to feedback and gives constructive feedback for development</p> <p>Develops self and supports others to develop skills and experience</p>	<p>to continuously improve service, support and results</p> <p>Is a role model for change and encourages others</p> <p>Is open to feedback and gives constructive feedback for development</p> <p>Develops self and supports others to develop skills and experience</p>	<p>to others for development</p> <p>Solicits and accepts feedback from others and acts on information</p> <p>Develops self and supports others to develop skills and experience</p>	<p>Encourages others to identify opportunities to continually improve service, care and results</p> <p>Facilitates effective change within and/or across areas</p> <p>Creates a coaching and supportive environment for all employees to achieve results, encouraging growth and development</p>
Risk Mitigation & Safety	<p>Considers safety issues and minimizing risks when creating plans</p>	<p>Identifies potential safety issues and plans to mitigate risks identified</p>	<p>Identifies systemic risks and develops strategies to mitigate safety and risk concerns</p>	<p>Develops contingency plans for complex safety issues and hidden risk situations</p>	<p>Identifies and removes barriers to effectively plan for and mitigate risk</p>

Technical/Position Specific Competencies <i>The application of competencies specific to professional certification/association standards and guidelines</i>	Has the relevant combination of education and experience required to perform the role Identifies emerging needs, trends, and practices in areas of expertise	Has the relevant combination of education and experience required to perform the role Identifies emerging needs, trends, and practices in areas of expertise	Has the relevant combination of education and experience required to perform the role Identifies emerging needs, trends, and practices in areas of expertise	Has the relevant combination of education and experience required to perform the role Identifies emerging needs, trends, and practices in areas of expertise	Has the relevant combination of education and experience required to perform the role Identifies emerging needs, trends, and practices in areas of expertise
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Appendix C

Guidelines on Performance Ratings

Based on the results of the employee's performance for the period, select the statement that most appropriately defines the employee's overall performance level. Performance includes the position expectations included in the employee's job responsibilities as indicated in the role summary, the achievement of performance objectives that were developed for the year, assessment of competencies, the achievement of learning and development plans, and areas requiring further development.

Champion	Performance far exceeds defined goals and required competencies in a sustained manner and is characterized by major, outstanding achievements in a unique and given year. Creates a positive work environment and proactively builds individual and team success. Frequently initiates and takes the lead on driving forward new ideas or creative solutions to business challenges.
Role Model	Performance consistently exceeds defined goals and required competencies and is characterized by significant achievements. Leads and promotes effective teamwork and contributes to individual and team success. Offers assistance to others where possible and seeks opportunities to create a more efficient and effective work environment. Goes beyond requirements to initiate creative solutions and achieve commitments in a sustainable manner. Is recognized as a "go to" person to help others succeed.
Achiever	Performance consistently meets defined goals and required competencies and occasionally exceeds them. Is an effective and supportive leader and team player. Regularly contributes and takes action on ideas. Is dependable, willing to take on or delegate new or additional tasks, and follows through on commitments. Is fully competent and consistently achieves solid performance.
Developing	Performance reflects learning and development in a new role. Requires additional knowledge and experience to master role. This

	level is for those employees who are either in transition (e.g. development phase because they are new to the role or in an acting assignment) or are meeting many of the position expectations but are lacking some of the critical/key knowledge to manage some of the responsibilities of that position.
Inconsistent	Performance demonstrates inconsistency in meeting defined goals and required competencies. Needs ongoing support and direction where skill and knowledge should exist to perform tasks independently. This level is for employees who are meeting some of the position expectations but are not performing the functions of the role to the degree required of the position.
Not Performing	Performance is not meeting defined goals and required competencies. Requires significant or ongoing support and direction. An employee at this level is performing well below the expectations of the position and a formal corrective action plan is required. The employee will be required to sign off on the action plan and regular follow-up meetings will be scheduled to ensure that the employee is making sufficient progress to satisfactorily perform the role.