

# **Collective Agreement**

*between*

**Parkland Crisis Centre Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Local 170**

**April 1, 2020 to March 31, 2024**

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\*All changes appear in **bold**.

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\*All changes are in **bold**.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

between

**Parkland Crisis Centre**

(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part.

**Preamble**

To maintain a high standard of service for abused women and their dependent children, and to promote the social, economic, legal, and political conditions necessary to alleviate and eliminate the subjugation of women and violence against them. The parties to this agreement hereby agree as follows:

**Article 1 Definitions**

**1:01** “Union” means the Manitoba Government and General Employees’ Union.

(b) “Centre” means the Parkland Crisis Centre Inc.

(c) “Employee” means a person employed by the Centre and includes the following:

(i) “Full-time” employee means an employee who regularly works the full prescribed hours of work per week (eighty [80] hours biweekly or 2080 hours per annum).

(ii) “Part-time” employee is one who is not full-time and works on a regular and recurring basis.

- (iii) “Casual” employee means an employee other than a full-time or part-time employee who is scheduled to work less than regular hours. There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered. A casual employee who has not worked for a period of forty-five (45) calendar days may have their employment terminated at the sole discretion of the Employer.
- (d) “Executive Director” means the Executive Director of the Centre.
- (e) “Employer” means the Board of Directors of the Parkland Crisis Centre Incorporated.
- (f) “Steward/Table Officers” means an employee appointed or elected by the Union members, authorized to represent the members of the Union in the handling of grievances or matters pertaining to this Agreement.
- (g) “Probationary Employee” means a full-time employee who has not completed 1,040 hours of employment from the date their employment commenced. A part-time employee who has not completed 1,040 hours of work or one (1) year of service, whichever comes first.
- (h) “Contract Worker” shall be an employee hired on a contract basis from funds received from an independent organization or government other than Family Violence Prevention Branch (Family Services) and whose conditions of employment and/or duration of employment are outside the control of the Employer and are stipulated as a condition of the contract by the outside organization.

Individual contracts of employment will be provided to the Union and attached to the Collective Agreement as separate schedules.

- (i) “Term Positions” shall mean a position that is created or assigned for a specific period of time to replace a full-time or part-time employee or to work on a particular project.

Such term positions may be utilized to replace an employee(s) who:

- (i) Is going on vacation or approved leave of absence of ten (10) or more consecutive working days;
- (ii) Is on a period of extended accident or illness;
- (iii) Has applied for maternity or parental leave; or
- (iv) For a short-time project.

The duration of employment for a term position shall not normally exceed fifty-four (54) weeks unless, at the time of posting the Union and the employee(s) are informed in writing that the period of employment will be longer in duration. Term employees shall be required to complete their term of employment before they can apply for another position in the bargaining unit unless the Employer waives this requirement.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reasons as indicated by the Employer, the term position shall be posted as "indefinite term". Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The Employer and the employee occupying said term position should receive a minimum of five (5) days' notice by the employee returning from leave.

Upon completion of the term position, if the employee's former position exists then an employee shall be returned to her former position. In the event that the employee's former position no longer exists, the employee should be entitled to exercise her seniority as stated in Article 15:03.

- (j) "Vacant Shift" - a vacant shift shall mean a shift that becomes vacant due to illness, increased demand in the shelter or a shift(s) that is/are not assigned.
- (k) "Promotion" means a change of employment to a higher classification and salary within the scope of this Agreement.

- (l) “Classification” means a group of positions involving duties and responsibilities so similar that 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.

## **Article 2    Scope and Recognition**

**2:01**    The Employer recognizes the MGEU as the sole bargaining agent for all employees defined in the Manitoba Labour Board Certificate No. 4935 and employed in classifications set out in Article 29 attached to and forming part of this Agreement, with the following exclusions:

Executive Director

Administrative Assistant

**2:02**    It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppages of work, or slowdowns, and that all grievances shall be settled in accordance with the procedure set forth in Article 17.

## **Article 3    Management Rights and Functions**

**3:01**    The Union recognizes and acknowledges that the Management of the Centre and the direction of the working force rest exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, layoff recall, suspend dismiss or discipline any employee for just and sufficient cause, provided that a claim by an employee with seniority that she has been dismissed or disciplined without just and sufficient cause may be the subject of a grievance and dealt with as hereinafter provided in Articles 17 and 18;

- (c) Make, enforce, and alter, from time to time, reasonable rules, regulations, policies and practices, to be observed by the employees;
- (d) To determine the nature and kind of service to be provided, the equipment and materials to be used, the methods and techniques of work, quantity and quality standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer, except as specifically limited by the express provisions of this Agreement.

**3:02** 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 4 Notice of Collective Bargaining**

**4:01** This Agreement shall be effective for a period of April 1, **2020** to March 31, **2024** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal, is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, of this Agreement, this Agreement shall remain in full force and effect without change.

Where notice for revision of this Agreement is given, the parties agree to deliver to the other their written proposal for the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of this agreement. The parties will, within twenty working days following exchange of proposals for revision to the agreement, arrange for mutually acceptable dates in order to commence collective bargaining.

**4:02** Notwithstanding the provisions of Article 4:01, either party may institute negotiations to revise the pay scales set out in Article 29 hereof, by giving written notice to do so at least forty-five (45) days prior to but not more than

one hundred eighty (180) days prior to the expiry date of current collective agreement.

## **Article 5 Union Security**

**5:01** By reason of existing legislation the Employer shall:

- (a) Deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of the regular membership dues payable by a member of the Union, except that where the employee is not a member of the Union the amount deducted shall not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable to the Union.
- (b) Remit the amount of dues deducted under Clause (a) to the Union's Central Office, MGEU, 601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6.
- (c) Inform the Union, monthly, the names of the employees from whose wages deductions have been made under Article 5:01(a) and the amounts so deducted from each employee's wages.

**5:02** The Union shall notify the Centre in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

**5:03** The Union agrees to indemnify and save the Centre harmless against any claim or liability arising out of the application of this Article.

**5:04** For new employees, payroll deductions as set out in Article 5:01 hereof shall become effective from the start of the pay period immediately following the commencement of employment.

- 5:05** When an Income Tax slip (T-4) is made available it shall indicate the amount of dues paid to the Union by the employee in the previous year.

### **Article 6 Union Business**

- 6:01** Leave of absence to attend to Union business may be granted **by** providing the Employer with a letter of request. The employee shall submit the letter to the Executive Director or her designate for approval.
- 6:02** Requests for leave shall be made with reasonable advance notice but not less than five (5) working days in advance and shall include not more than one (1) employee from any program area. The leave shall only be granted where operational requirements permit. Where special or unusual circumstances prevent compliance with five (5) working days' notice, the request shall be considered and shall not be unreasonably withheld.
- 6:03** Where such leave of absence has been granted the Union shall reimburse the Centre one hundred percent (100%) of the wages paid to such employees during the approved absence.
- 6:04** The Employer shall **advise** the "Union Staff Representative" of the names of new employees.
- 6:05** A representative of the Union will be granted an opportunity to acquaint new employee(s) with the Union and the Collective Agreement during the orientation period for new employees. A management representative may be present during the period.
- 6:06** Union activities other than those provided for in the Collective Agreement shall not be conducted during the hours of duty of any employee without prior authorization of the Executive Director or her designate.

### **Article 7 Bulletin Boards**

- 7:01** The Centre agrees to allow the Union the use of space on the existing bulletin board, which shall be placed so that all employees will have access to it,

provided such information posted does not contain anything that is adverse to the interests of the Employer.

### **Article 8 Rights of Stewards**

- 8:01** The Union will provide the Employer with a list of officers of the Union and any subsequent changes in writing. The Employer will not recognize any person as an officer or Steward unless appropriate notification has been received in writing and appropriate identification provided.
- 8:02** The Centre recognizes the Union's right to select stewards to represent employees.

### **Article 9 Employee Files**

- 9:01** Upon the written request to the Executive Director or designate, the personnel file shall be made available for the employee's full examination. Copies of any document upon request shall be made at the time of examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a Union representative present. Every effort shall be made by all parties to ensure that the full examination of the employees file shall occur no later than two (2) calendar weeks of the request being made to the Executive Director or designate.
- 9:02** An employee may request a copy of specific documents in the employee's personnel file with the exception of Child Abuse Registry Checks, Criminal Records Checks, and any other documents, which may violate provisions of legislation such as Personal Health Information Act (PHIA), Freedom of Information and Protection of Privacy Act (FIPPA) and Personal Information Protection and Electronic Act (PIPEDA).

Upon written request, the employee shall receive an exact copy of any document forming part of her file at her expense with the exception of those documents listed above.

**Article 10 Hours of Work**

- 10:01** All full-time employees shall work forty (40) hours per week.
- 10:02** The regular workday shall consist of eight (8) consecutive hours.
- 10:03** Subject to the safe operation of the Shelter, employees shall be entitled to a paid thirty (30) minute meal break and two (2) paid rest periods of fifteen (15) minutes during each eight (8) hour shift to be taken at the workplace.
- For those shifts that are less than eight (8) hour shifts then shelter employees shall be entitled to one (1) paid break of fifteen (15) minutes to equally divide the shift.
- 10:04** This Article shall not preclude the implementation of modified daily or weekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.
- 10:05** An employee who works overtime on her regular workday shall receive compensation at time and one-half times ( $1\frac{1}{2}x$ ) for all overtime worked. Overtime shall be paid after eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week. All overtime to be arranged and approved by the Executive Director or her designate.
- 10:06** An employee shall receive a minimum of three (3) hours pay at the appropriate rate, for any time she is required to physically return to perform work at the shelter outside of her scheduled hours of work.
- 10:07** Full-time and part-time employees shall have the option of being compensated by paying the employee for all authorized time worked or by granting the equivalent time off in lieu of payment.
- 10:08** Where full-time and part-time employees have opted to take time off in lieu of overtime payment, a plan to take the time off shall be requested within ninety (90) days of the overtime being worked and granted at a time mutually agreeable to the employee and the Employer. Payment or time off in lieu of

payment will not be carried over past March 31 each year. When payment is made, it shall be at the rate of pay in effect for the employee when the overtime was worked.

- 10:09** The maximum amount of time an employee may bank and maintain overtime will be equivalent to forty (40) hours straight time.
- 10:10** In cases of change of client demand, cancellation of programming or client requirements, the Employer reserves the right to adjust, change, reduce or cancel “called in hours”. Effort will be made to provide as much notice as possible to the affected employees.
- 10:11** A part-time employee shall be assigned and committed to work the number of hours/shifts as agreed to in writing at the time of commencing employment. This written agreement shall only be revised when the employee secures an alternate position in accordance with this Collective Agreement.
- 10:12** Employees scheduled to work the shift in which Daylight Savings time occur in the fall, shall be paid for eight hours of their regular shift and one hour at overtime rates. The employee scheduled to work the shift in which Daylight Savings time occurs in the spring shall be paid for the amount of actual hours they have worked.

### **Article 11 Shift Schedule**

- 11:01** Shift schedules will be posted at least four (4) weeks prior to the beginning of the period scheduled. Employees wishing to request specific days off must submit their requests in writing to their Executive Director or designate, prior to the preparation of the schedule unless otherwise noted in the Collective Agreement. Except in cases of emergency, or to accommodate the clients and/or the conditions required in the shelter, the schedule will not be changed without the consent of the employee concerned.
- 11:02** The shift commencing at or around 23:00 hours shall be considered the first shift of each working day.

- 11:03** Full-time employees will normally have a minimum of two (2) weekends off in every three (3) week period.
- 11:04** Every employee shall have a minimum of sixteen (16) hours off between scheduled shifts. Otherwise overtime shall be paid at the applicable rate.
- 11:05** Part-time employees will be scheduled by seniority based on the most current seniority list. Hours will be scheduled to avoid overtime costs to the Employer.
- 11:06** Part-time employees will be called in to fill vacant shifts by seniority based on the most current seniority list. Hours will be scheduled to avoid overtime costs to the Employer.
- 11:07** Employees desiring to exchange shifts shall apply in writing to the Employer. Any exchanges applied for and approved by the Employer shall not result in overtime costs to the Employer. Exchanges will be accepted/denied within a forty-eight (48) hour time frame.

## **Article 12 Seniority**

- 12:01** (a) Effective April 1, 2004, seniority is defined as the total accumulated hours worked in the bargaining unit by full-time and part-time employees from the employee(s) last start date with the Employer. Seniority shall be recognized on a bargaining unit wise basis.
- (b) For purposes of accumulated service, overtime hours are not included.
- 12:02** Seniority shall be considered broken and services terminated if an employee:
- (a) Is duly discharged by the Employer and not reinstated through grievance and arbitration procedure of this Agreement;
- (b) Voluntarily quits or resigns;
- (c) Has been laid off continuously for a period of twelve (12) months or is called back to work after a layoff and does not return to work within five

- (5) calendar days of receiving a registered letter to the last address she gave the Employer;
- (d) Is absent from work unless a satisfactory reason is given by the employee; sickness or inability to communicate with the Employer may be considered a satisfactory reason.
- (e) Fails to return to work on completion of an authorized leave of absence, unless a satisfactory reason is given.

**12:03** 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 an approved leave of absence in excess of thirty (30) days but less than fifty-four (54) weeks.

**12:04** The Employer will post a seniority list by January 31 each year, showing total seniority up to and including December 31 of the previous year. This will also include total regular hours worked in the previous year. A copy of this list will be provided to the Union.

**12:05** Any disputes about an employees' seniority will be submitted to the Executive Director within fifteen (15) working days of the list being posted, along with proof of any error.

### **Article 13 Employees Security/Volunteers**

**13:01** Persons whose jobs are not classified within the bargaining unit shall not work in jobs, on a regular and recurring basis, which have been determined as being in the bargaining unit, with the following exceptions:

- (a) Practiced in the past;

- (b) Staff training;
- (c) Emergency situations;
- (d) In case of economic necessity such as:
  - (i) In the event of withdrawal of funding;
  - (ii) Where staff dollars have been used up.

**13:02** It is recognized that volunteers may do bargaining unit work provided that no bargaining unit member, as of the date of ratification, shall be displaced by a volunteer.

**13:03** All reasonable attempts shall be made to ensure that casual employees are called to fill hours prior to volunteers being called.

#### **Article 14 Recruitment, Appointment and Promotion**

**14:01** **Job Postings**

When a vacancy occurs or a new position is created, within the bargaining unit, the Employer shall, if the Employer intends to fill the position, post notice of the position in the Employer's office and on the bulletin board in the staff room for a minimum of seven (7) consecutive calendar days. The postings will be in a locked box. The Union will be notified by email on a need to know basis only. This posting will take place during the first week after the Employer makes the job available for application. The Union shall, upon request, be informed in writing of the names and seniority of the applicants.

**14:02** **Information in Postings**

Such notice shall contain the following information:

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

**14:03** In filling vacancies, the Employer shall choose the individual whose qualifications, ability and skill meet the requirements of the position. If

qualifications, ability and skill are relatively equal, seniority shall be the deciding factor. The successful applicant shall sign and retain a copy of the letter of offer at time of acceptance.

- 14:04** A promoted employee shall be on a trial period of five hundred twenty (520) hours. If the employee, in the opinion of the Employer, is found to be unsuitable for the job during the trial period, the Employer may at any time during the trial period return her to her former position and wage without loss of seniority. The employee may during the trial period have the right to return to her former position at the same wage and without loss of seniority. It is understood that the purpose of the trial period is not to provide a method of training to enable the employee to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position. Any other employee who has been promoted or transferred because of the re-arrangement of position(s) shall also be returned to her former position and wage without loss of seniority.
- 14:05** Within seven (7) days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted on the bulletin board in the staff room.
- 14:06** Should a position or nature of position change, thirty (30) days as per scheduling pattern shall be given to the affected employee(s) and Union.

### **Article 15 Layoffs and Recall**

- 15:01** Layoff shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement.
- 15:02** Except in instances beyond the control of the Employer, employees to be laid off shall be given a minimum of two (2) weeks' notice or pay in lieu of notice not given. In no case shall pay in lieu of notice exceed the amount which would have been paid to the employee had she not been laid off. Layoffs within the bargaining unit shall be determined by seniority with the person

with the least seniority being laid off first, provided that the remaining employees have the necessary qualifications, skill and ability to perform the work required. If qualifications, skill and ability are relatively equal, seniority shall be the deciding factor. Layoff notices shall state the reasons for the layoff and the expected duration of the layoff.

- 15:03** 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.
- 15:04** A newly hired employee shall not be hired to fill a position of a laid off employee who is not working in the bargaining unit until all laid off employees have been given the opportunity of recall, subject to qualifications, ability and skill.
- 15:05** 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 certified mail. A laid off employee must within three (3) calendar days after receipt of notice confirm her intention to return to work. The employee must return to work within five (5) calendar days unless a later date is mutually agreed upon between the Employer and the employee.

#### **Article 16 Reprimand, Suspension and Dismissal**

- 16:01** For the purpose of this section “oral reprimand” shall be defined as an oral reprimand given by the Executive Director or her designate where a notation is made in the employee’s personal file. The employee shall be informed that such notation has been made.
- 16:02** Employees may be disciplined, discharged or suspended for just cause only, subject to the following:

Newly hired employee(s) shall be on a probationary basis for a period of 1,040 accumulated hours from the commencement of employment. During the probationary period, employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The employment of such

employees may be terminated at any time during this probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 32, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Employer reserves the right to extend the probationary period for part-time employees up to 1,040 hours of work with written notice to the employee and the Union.

- 16:03** The employee shall be notified in writing outlining the circumstances which made the disciplinary action necessary.
- 16:04** When a meeting is required between the Employer and the employee for the purpose of investigating a discharge or disciplinary offence, the Executive Director or her designate will inform the employee in advance of the meeting. The employee will be advised of the nature of the complaint and that she has a right to have a Union Representative present at such meeting. It is understood that the Employer, the Union and the employee will co-operate in the prompt disclosure of all details.
- 16:05** For the purpose of this Article there shall be only one (1) official personnel file. An employee shall have the right upon written request to review her personnel file. The employee shall have the right to respond in writing to any document contained therein. Such response shall become part of the file.
- 16:06** Where a written report is to be placed on an employees' file, the employee shall be given the opportunity to sign the report indicating that she has read it. Upon signing the employee shall receive a copy of such a report.
- 16:07** All letters of discipline and reprimand shall be removed from an employee's personnel file after twenty-four (24) months if the offence giving rise to the letter is not repeated.

## Article 17 Grievance Procedure

**17:01** For the purpose of this Collective Agreement, “grievance” shall be defined as a difference or dispute arising out of the interpretation, application, administration, or alleged violation of this Agreement. For the purpose of determining “working days” in this Article, Saturdays, Sundays, and General Holidays are excluded.

**17:02** The procedure for adjustment of grievances shall be as follows:

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.

### Step 1

The employee may submit a signed written grievance to the Executive Director or her designate within fifteen (15) working days of the incident, which gave rise to the grievance, or the employee first becoming aware of the incident.

The Executive Director or her designate shall submit her written response to the person filing the grievance within ten (10) working days of receiving the grievance.

### Step 2

If the grievance is not resolved at Step 1, the employee may submit the grievance in writing to the Personnel Committee within ten (10) working days of receiving the response from the Executive Director or her designate in Step 1.

The written grievance shall include:

- name of employee involved;
- facts giving rise to the grievance;
- section(s) of the Collective Agreement alleged to be violated;

- indication of redress requested.

The Personnel Committee shall submit a written response to the employee within ten (10) working days of receiving the grievance.

### Step 3

If the grievance is not resolved at Step 2, the Representative of the Union may submit the grievance in writing to the Board of Directors within ten (10) working days of receiving the response from Step 2. The Board of Directors shall schedule a meeting as soon as possible, but within ten (10) working days, with Union Representative along with the Executive Director in attendance, although not necessarily all may be present during the entire meeting.

The Board of Directors shall submit its written decision within ten (10) working days of the meeting in Step 3.

- 17:03** If satisfactory settlement cannot be reached, then upon the written request of either party, within thirty (30) calendar days of receiving the final decision at Step 3, but not thereafter, the matter may then be referred to arbitration.
- 17:04** In the case of discipline or discharge, Step 1 shall be bypassed.
- 17:05** In the case of a dispute involving a question of general application or interpretation or where the employee files the grievance, Step 1 may be bypassed in the case of a Union grievance; and in the case of an Employer grievance, the grievance shall be sent directly to the Union.
- 17:06** In the case of an Employer grievance, said grievance shall be presented to the Union within fifteen (15) working days of the incident which gave rise to the grievance, or the Employer first becoming aware of the incident. The Union shall render a response within ten (10) working days after receipt of the grievance.
- 17:07** The failure of the Union or employee to meet the time limits set out herein shall cause the grievance to be deemed to be abandoned.

- 17:08** The time limits set out in this Article are mandatory and may be extended only by mutual consent of the parties in writing.
- 17:09** The parties shall act fairly, reasonably and in good faith in proceeding to adjust grievances in accordance with the provisions of this Article. In the interests of resolving disputes justly and fairly without recourse to arbitration, the parties agree that full disclosure of all relevant facts shall be made during the grievance process.

### **Article 18 Arbitration**

- 18:01** Grievances referred to arbitration shall be heard by a sole arbitrator.
- 18:02** The parties will have ten (10) working days to reach agreement on the selection of a single arbitrator.
- 18:03** The arbitrator shall not be vested with the power to change, modify or alter the terms of this agreement.
- 18:04** Each party shall pay one-half ( $\frac{1}{2}$ ) the fees and expenses of the sole arbitrator.
- 18:05** The adjudication of the arbitrator shall be final and binding upon the parties.

### **Article 19 Staff Meetings**

- 19:01** Staff meeting will be part of the shift for all employees who are on shift at the time of the meeting.
- 19:02** Any staff that is not scheduled to work at the time of the Staff Meeting will be compensated as follows:
- (a) The Employer will schedule staff meetings and pay for all time spent at the meeting, regardless of the length of the meeting. All staff will be required to attend unless they provide a satisfactory reason for not attending and is approved by the Executive Director.
  - (b) Each employee who attends will be credited with accrued seniority based on the length of time that the meeting occurred and will be credited with

accrued benefits based upon the amount of seniority that they are credited with.

- (c) Request for leave to not attend will not be unreasonable denied.
- (d) If the hours worked at the Staff Meeting result in overtime hours, those hours will be paid at an overtime rate or banked to be taken at another time.

### **Article 20    General Holidays**

**20:01** The following general holidays shall be observed as paid holidays:

New Year's Day	<b>Terry Fox Day</b>
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

**20:02** Where a general holiday falls on a Saturday it shall be observed on the preceding Friday.

**20:03** Where a general holiday falls on a Sunday it shall be observed on the following Monday.

**20:04** Where general holidays fall on both Saturday and Sunday the holidays shall be observed on the preceding Friday and following Monday.

**20:05** For any employee who works on a day on which the general holiday falls, that day shall be regarded as the general holiday.

**20:06** All employees required to work a general holiday shall receive compensation at a rate of time and one-half (1½x) for all hours worked.

- 20:07** (a) Employees working the first shift, as per Article 11:02, of a general holiday, will receive appropriate rates for all hours worked.
- (b) Employees working the first shift of the day following a general holiday will not receive overtime rates where the first hour of their shift falls on the general holiday.
- 20:08** Where full-time employees have opted to take time off in lieu of the payment of the general holiday premium, a plan to take the time off shall be requested within ninety (90) days of the general holiday being worked. Such time off shall be granted at a time mutually agreeable to the employee and the Employer. Payment, or time off in lieu of payment will not be carried over past March 31 each year. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the general holiday was worked.
- 20:09** The maximum amount of time an employee may bank and maintain will be equivalent to forty (40) hours straight time. There shall be only one (1) bank maintained between Article 20:08 and Article 10:08.
- 20:10** Part-time employees shall be paid for any of the above general holidays not worked at the rate of five percent (5%) of their basic pay in lieu of time off on general holidays (excluding overtime hours). Payment shall be included in each regular pay cheque.
- 20:11** Where full and part time employees have been scheduled for a shift on the General Holiday, the following process will occur:
- (a) The employee will be offered the opportunity to work the shift as scheduled.
- (b) If they do not want to work the shift scheduled and they decline, the vacant shift will then be offered to the most senior employee in the same classification until the shift is filled.

## Article 21 Vacation

**21:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty first day of March following.

**21:02** Full-time and part-time employees shall earn vacation leave credits on the following basis:

- (a) Full-time employees who have completed four (4) years' service or less, fifteen (15) working days in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which four (4) years of service will be completed, twenty (20) working days in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (c) Commencing at the beginning of the vacation year in which ten (10) years of service are completed, twenty-five (25) working days in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (d) Commencing from the beginning the vacation year in which fifteen (15) years of service are completed, thirty (30) working days in each vacation year to be taken in the vacation year following the year in which the vacation is earned and yearly thereafter.
- (e) Part-time employee will accrue prorated vacations as follows:

$$\frac{\text{Number of hours worked part-time}}{2080} \times \text{Vacation Accrual (15, 20, 25, 30)}$$

**21:03** (a) All casual employees shall receive vacation pay calculated in the amount of six percent (6%) of regular earnings for each pay period to be paid out at each pay period for the first four (4) years of employment.

- (b) All casual employees shall receive vacation pay calculated in the amount of eight percent (8%) of regular earnings for each pay period to be paid out at each pay period starting in their fifth year of employment.
- (c) All casual employees shall receive vacation pay calculated in the amount of ten percent (10%) of regular earnings for each pay period to be paid out at each pay period starting in their eleventh year of employment.
- (d) All casual employees shall receive vacation pay calculated in the amount of twelve percent (12%) of regular earnings for each pay period to be paid out at each pay period starting in their sixteenth year of employment and thereafter.

**21:04** Vacation leave may not be taken in advance of when it is earned.

**21:05** An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

**21:06** All requests for vacation leave shall be in writing on the appropriate request form. Employees must forward their vacation request on that form for approval a minimum of forty (40) days prior to the start of the requested vacation leave. The Employer shall approve, and confirm vacation days remaining to the applicant and will sign and return a copy of the form. Approval of Vacation requests submitted less than forty (40) days shall be at the discretion of the Employer subject to operational requirements.

**21:07** Where requests for a vacation time frame exceed the number of employees who may be off at that time, other available vacation choices will be approved on a seniority basis.

**21:08** All vacation requests within the forty (40) days shall be responded to within seven (7) calendar days; all other vacation requests shall be responded to

within fourteen (14) calendar days. Vacation approvals will not be delayed unreasonably. All approved vacation days will be posted as they are approved.

- 21:09** All vacation requests will be approved subject to vacation already approved; seniority and staffing requirements. Once vacation requests are approved, and in compliance with the terms of this Agreement, later requests by senior employees for the same time frame may not “bump” a junior employee from his/her approved requested time frame.
- 21:10** Vacation credits accruing from April 1 to March 31 will be taken in the following vacation year beginning April 1 of the following fiscal year. Vacation credits will not be used before they are eligible to be used.

## **Article 22 Sick Leave**

- 22:01** (a) Sick leave shall be defined as the period of time when an employee is permitted to be absent from employment by virtue of being sick or disabled by an accident for which compensation is not payable under the Workers Compensation Act or the Manitoba Public Insurance Corporation. An employee having accumulated an entitlement to sick pay may claim basic pay for such income protection against such accumulation.
- (b) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness to the Employer without delay.
- (c) An employee unable to work because of a work related injury or illness shall forward a claim for compensation benefits to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the employee by WCB.
- (d) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise the Employer as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation (MPI).

- (e) Where an employee has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (i) Advance payment shall not exceed an employee's basic salary (exclusive of overtime) less the employee's usual deductions.
  - (ii) The advance payment(s) will cover the period of time from the date of injury or illness until the date the final WCB/MPI decision is received until her sick leave accumulation credits are depleted.
  - (iii) The employee shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the employee.
  - (iv) In the event that the WCB/MPI disallows any portion of the claim, including any appeal, the employee shall be paid for the absence in accordance with the sick leave provisions of this agreement until her sick leave accumulation credits are depleted.
  - (v) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
  - (vi) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the Employer shall make every reasonable effort to arrange for such assessment/return to work subject to the WCB/MPI covering all related costs.
  - (vii) The Employer shall be entitled to recover any sick leave advance payment(s) if her employment is not continued.

**22:02** An employee appointed, or returning to work from an approved leave, on the first working day of the month shall accumulate sick leave credits from that

date. An employee appointed on any working day other than the first working day of the month shall accumulate sick leave credits on a pro-rated basis following the date of employment, or return to employment. Pro-rating shall be regular hours worked over full-time hours, times entitlement.

Full-time employees shall accumulate sick leave at the following rates:

- (a) One and one-quarter (1¼) days, ten (10) hours per month for the first 8,320 paid hours of employment;
- (b) One and one-half (1½) days, twelve (12) hours per month after 8,320 paid hours of employment up to a maximum accumulation of one hundred (100) days.

**22:03** Effective April 1, 2004 part-time employees are entitled to accumulated sick leave calculated as follows:

$$\frac{\text{Regular Hours Worked by a Part-time Employee}}{\text{Full-time Hours}} \times \text{Entitlement of a full-time employee}$$

**22:04** An employee may take up to three (3) consecutive shifts of paid sick time without necessitating a written Doctor's verification of their illness. An employee who is reporting sick shall notify the Executive Director, the Administrative Assistant, or the staff person on duty, of the absence due to illness a minimum of one (1) hour prior to the normal hour of beginning work, or as early as possible. Failure to notify within the required time frame may disallow payment for the absence due to illness. An employee may be requested to provide verification of illness or accident as deemed necessary by the Employer.

**22:05** Where an employee has been authorized by the Executive Director or her designate to be absent from work because of a doctor or dentist appointment, a deduction from the employees' accumulated sick leave may be made for this period of absence.

- 22:06** When the Employer believes that an employee is not medically fit to perform the duties of their employment, the employee may be required by the Employer to have a medical examination from a duly qualified medical practitioner acceptable to, or appointed by the Employer. The Employer will notify the Union of this situation.
- 22:07** The Employer shall pay the cost of the medical examination if Manitoba Health does not cover the cost.
- 22:08** Employees may not use sick leave credits prior to them having been earned.
- 22:09** An employee undertaking to do work (for which payment is received) for anyone other than the Parkland Crisis Centre, does so at her own risk. Sick leave benefits shall not be paid for absence due to or arising out of such work.
- 22:10** Sick leave shall not accumulate while an employee is:
- (a) Absent without leave;
  - (b) Absent on a leave without pay;
  - (c) Laid off;
  - (d) Absent on sick leave and/or Workers Compensation for ten (10) working days or more.
- 22:11** An employee who has completed the probationary period who is unable to perform her duties by reason of an accident or illness not fully covered by sick leave, upon providing acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.
- 22:12** An employee will inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her intended absence may be arranged. Failure to give such notice shall result in non-entitlement to sick leave benefits for the period of absence.

- 22:13** Should an employee become incapacitated due to illness or injury that may require hospitalization for three (3) days or longer during her vacation period, the lost vacation will be credited to her vacation bank. Such leave must be documented with a medical certificate if requested by the Employer.

### **Article 23 Compassionate Leave**

- 23:01** Notification for all compassionate leave shall be given to the Executive Director or her designate.
- 23:02** Full-time or part-time employee(s) shall be entitled to compassionate leave, if scheduled to work, of five (5) consecutive paid days off in the event of the death of a parent, partner or child. **Compassionate leave to be used within a two (2) week period from date of notification.**
- 23:03** Full-time or part-time employee(s) shall be entitled to compassionate leave, if scheduled to work, of three (3) consecutive paid days off in the event of the death of a brother, sister, ward of the employee or relative permanently residing in the employee's household or with whom the employee permanently resides. **Compassionate leave to be used within a two (2) week period from date of notification.**
- 23:04** Employees entitled to compassionate leave under Articles 23:02 and 23:03 shall be entitled to additional compassionate or special leave up to a maximum of one (1) day without loss of salary, requested for the purpose of attending a funeral at a distance in excess of five hundred (500) kilometres from the employee's home.
- 23:05** Full-time or part-time employees shall be entitled to compassionate leave, if scheduled to work, of one (1) paid day off in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 23:06** A full-time or part-time employee who is entitled to compassionate leave under Articles 23:01, 23:02, 23:03 and 23:04 during vacation leave shall

receive vacation credits equal to the number of days of compassionate leave granted.

**23:07** Casual employees are excluded from this Article.

**23:08** Should more time be required, vacation time or sick leave may be requested. This is to be negotiated with the Executive Director or her designate and shall not be unreasonably withheld.

**23:09** An employee making a request under this Article may be required to provide proof of death prior to compassionate leave being paid.

**23:10** **Compassionate Care Leave**

- (a) A full-time or part-time employee who has been employed for at least thirty (30) days is entitled to compassionate care leave without pay of up to eight (8) weeks to provide care or support to a seriously ill family member.
- (b) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (1) the day the certificate is issued, or
    - (2) if the leave was begun before the certificate was issued, the day the leave began and,
  - (ii) The family member requires the care or support of one (1) or more family members.
- (c) The employee must give the Employer a copy of the physician's certificate.
- (d) An employee who wishes to take leave under this provision must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.

- (e) An employee may take no more than two (2) periods of leave **totalling** no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the first period of leave began.
- (f) No period of leave may be less than one (1) weeks duration.
- (g) Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice of her expected date of return.
- (h) Family member in relation to an employee means:
  - (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee, or, a spouse or common-law partner of the parent.

#### **Article 24 Maternity/Parental Leave**

**24:01** Every employee who:

- (a) Has completed at least seven (7) consecutive months of employment with the Centre;
- (b) Submits to the Employer an application in writing for leave under this Clause 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) Provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; 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 Article 24:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

**24:02** Maternity leave granted to an employee under Article 24:01 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in Article 24:01(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

**24:03** An employee who does not submit an application for maternity leave in accordance with Article 24:01(b), but who except for the non-compliance with that Article would have been eligible for maternity leave provided in Article 24:01, is entitled to and shall be granted leave consisting of;

- (a) Such period or periods within the seventeen (17) weeks 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 under Article 24:03(a) will not exceed the amount of maternity leave to which a female employee is entitled under Article 24:01.

- 24:04** Notwithstanding that an employee does not apply for maternity leave under Articles 24:01 or 24:03, 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 Article 24:01.
- 24:05** Notwithstanding anything contained in Articles 24:03 and 24:04, leave granted to an employee under any of those Articles shall terminate no later than seventeen (17) weeks following the actual date of her delivery.
- 24:06** An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 24:07** 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.
- 24:08** No employee who has completed seven (7) continuous months of employment shall be dismissed **or** laid off by the Employer solely because she is pregnant or has applied for leave in accordance with this section.
- 24:09** Every employee
- (a) Who,
    - (i) In the case of a female employee, becomes the natural mother of a child,
    - (ii) In the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or,
    - (iii) Adopts a child under the law of a province; and
  - (b) Who has been employed for at least seven (7) consecutive months with the Employer; and

(c) 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 **sixty-three (63)** weeks as per Employment Standards Act.

**24:10** Subject to Article 24:12, Parental Leave must commence **no later than eighteen (18) months after** 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.

**24:11** Articles 24:06, 24:07, and 24:08 apply, with such modifications as the circumstances require, to Parental Leave under this section.

**24:12** Where an employee intends to take Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before the commencement of the Parental Leave, unless the Employer agrees otherwise.

**24:13** Where an application for Parental Leave under Article 24:09 is not made in accordance with Article 24:09(c), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, Parental Leave under Articles 24:09, 24:10, and 24:11 for the portion of the leave period that remains under Articles 24:09 at the time the application is made.

## **Article 25 Court Leave**

### **25:01 Jury Duty**

All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's day off.

**25:02 Witness Fees**

Employees subpoenaed to appear in a court as a witness or employees appearing on behalf of the Employer, will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from court for the rest of the day or days and fails to report back to work, or if the case occurs on the employee's scheduled day off. The employee subpoenaed shall cooperate with the Employer to minimize time from work.

**25:03** Article 25:01 will apply to part-time employees only on those days they were scheduled to attend to work at the Centre.

**Article 26   Transportation Allowance**

**26:01** Employees may be required to use their vehicle for work. Employees using their vehicle for Shelter related business will be reimbursed forty-two cents (\$0.42) per kilometre. Approved mileage will be recorded and submitted within three (3) working days of the end of each month. Approved claims will be paid within two (2) weeks of submission for payment. Employees will not be required to transport clients with their vehicle.

**26:02** If the Employer requires an employee to:

- (a) Arrive or leave the Centre between 23:00 - 06:00 hours and resides within the Dauphin city limits, the Employer will reimburse the employee for taxi fare.
- (b) Return to the Centre on a call back, the Employer will reimburse the employee for taxi fare of forty-two cents (\$0.42) per kilometre for the use of her own vehicle.

**Article 27   Civil Liability**

**27:01** In the event than 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 documents to the Executive Director.

- 27:02** Centre 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 Executive Director or her designate; 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 Centre there is not conflict between the position of the Centre and that of the employee; and
  - (d) The Executive Director or her designate is satisfied that the alleged tort arose in whole or in part while the employee was acting within the scope of her employment and in accordance with all applicable guidelines, procedures and directives; and
  - (e) No liability is assessed against the employee by the terms of a settlement of by order of the court, whether at first instance or after appeal.

### **Article 28 Workplace Safety and Health Committee**

- 28:01** The Centre and the Union recognize the importance of establishing a Workplace Health & Safety Committee to enhance the ability of employees and management to resolve health and safety concerns. Therefore, the Centre and the Union agree to the formation of a Workplace Health & Safety Committee. The Employer and the Union shall meet in accordance with the Workplace Health & Safety Act and Regulations of Manitoba.
- 28:02** The Centre agrees to offer First Aid and CPR training once per year for all employees who need to get or update their training.

**Article 29 Pay Scales****29:01 Hourly Rates of Pay**

Refer to Appendix "A" - Salary Schedule for rates.

- (a) An employee who is not at the maximum for her position is eligible to receive an increase after a year of paid service of no less than 2,080 hours of paid service, which does not include overtime hours.
- (b) An employee who is at the maximum for her position and who has completed ten (10) full years (20,800 hours) service, shall receive the long service step.
- (c) A Shelter Counsellor who obtains an Applied Counselling Skills Certificate shall receive an academic allowance above her hourly rate of one dollar (\$1.00) per hour. The academic allowance will be applied to all paid hours following proof of certification submitted to the Executive Director.
- (d) A Shelter Counsellor who obtains a Bachelor of Social Work, Psychology, Sociology, Counselling or a Women's Studies Degree shall be paid at a Shelter Counsellor No. 2 pay scale following proof of certification submitted to the Executive Director or designate.

**29:02** Paydays shall be every second Thursday by direct deposit.

**29:03** Overpayments of wages to employees, although not intended to occur, will be recovered by the Employer. This will be done in a manner to cause the least amount of hardship for the Employee.

**29:04** The Executive Director or her designate shall complete an annual written appraisal of an employee's performance. Each employee will be provided with a copy of her appraisal. All performance appraisals shall be kept in the employee's personnel file.

- 29:05** Merit increases may be granted in recognition of satisfactory performance on the anniversary dates as set out in Article 29:01. 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 indicating the reason(s) for which the merit increase is being withheld sixty (60) days prior. Should the reason(s) subsequent to a merit increase being withheld be remedied, the increment may be granted no earlier than ninety (90) days from the date the person was notified it was withheld.
- 29:06** In the event the Employer receives increase funding for wages or benefits from the government, the parties agree that the Collective Agreement may be reopened April 1, **2020** (and each subsequent funding year) for the purpose of negotiating increase wages and benefits only. Notice must be served in accordance with Article 4:02 of the Collective Agreement.

### **Article 30 Meal Allowances**

- 30:01** The Employer agrees to reimburse employees for related expenses necessarily incurred within the scope of her employment, if required to shelter business outside the RM or City of Dauphin up to a maximum as follows:

	<u><b>Within Manitoba</b></u>	<u><b>Out of Province</b></u>
Breakfast:	\$8.00	\$10.00
Lunch:	\$11.00	\$13.00
Supper:	\$16.00	\$17.00

- 30:02** Employee(s) shall complete and submit a Travel Requisition and Expense Claim Form no later than fourteen (14) days of incurring the expense. Receipts will be required as proof of claim.

### **Article 31 Leave of Absence**

- 31:01** Leaves of absence without pay may be granted by the Employer to full-time or part-time employees who have completed their probationary period.

Requests for such leaves shall be submitted to the Executive Director or her designate at least one (1) month prior to the start date, unless otherwise agreed to.

- 31:02** Requests for leave shall include the reason for the leave and the length of leave requested. The decision of the Board of Directors shall be final.
- 31:03** Any decision regarding a request for leave of absence under this Clause shall take into account the validity of the request, the operational requirements of the Centre and the availability of replacement staff.
- 31:04** Vacation time and overtime must be used up prior to any leave being taken.
- 31:05** For calculation purposes, those employees who receive leaves of absence without pay shall have their increment date advanced by the total number of calendar days they are on the leave.

### **Article 32 No Discrimination**

- 32:01** Parties agree that there shall be no discrimination, harassment, coercion, or interference exercise or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, sexual orientation, political or religious affiliation, or membership in the Union or activities in the Union.

### **Article 33 Training**

- 33:01** Each employee will have two hundred dollars (\$200) for job-related training and education set aside at the start of each fiscal year. This money will be pooled and used for group training sessions for all bargaining unit employees.

### **Article 34 Labour Management Committee**

- 34:01** The parties hereto agree to a joint Labour Management Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the organization. The committee shall meet

at least once every three (3) months or by mutual agreement. The Employer and the Union shall cooperate in promoting and improving rules and practices, which promote an occupational environment, which will enhance the working conditions of employees and living conditions of the client.

- 34:02** The committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the Collective Agreement. The committee shall not supersede the activities of any other committees of the Employer or the Union and does not have the power to bind either the Employer, or the Union or its members to any decisions or conclusions reached in their discussions. The committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 34:03** Employees elected by the Union to attend Labour Management meetings will be paid their salary while in attendance of these meetings.

### **Article 35 Contract Employees**

- 35:01** It is recognized that where the Employer applies for and receives funding to hire temporary employees for more than twelve (12) weeks, these employees will be covered by the Collective Agreement.
- 35:02** When grant applications are approved the Union and Employer will meet to negotiate the classification and wage levels.
- 35:03** Current shelter employees who apply for and are hired for contract positions will return to their former position upon the expiry of the contract position with no break in service.

### **Article 36 Family Related Leave**

- 36:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Executive Director or her designate for the purpose of attending to family responsibilities.

**36:02** The above days will be deducted from the employee's accumulated sick leave.

### **Article 37 Casual Employees**

**37:01** The terms of this Collective Agreement will only apply to Casual Employees as follows:

- (a) Casual employees shall receive vacation pay **as detailed in Article 21:03.**
- (b) Casual employees shall be entitled to pay for a General Holiday unless they miss the last shift before or the first shift after the holidays without the Employer's permission. Should a casual qualify for general holiday pay it is calculated at five percent (5%) of the gross wages in the four (4) week period before the holiday.
- (c) Casual employees are not guaranteed any specific number of hours. Should a casual employee work regular hours in accordance with Article 10, provisions for meal periods and rest periods shall apply. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that period.
- (d) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- (e) A separate casual seniority list/roster will be posted showing total seniority up to and including December 31 of the previous year. This will show the regular casual hours worked in the previous year. Casual employees shall have no seniority rights over regular full-time or part-time employees. Employees on staff as of March 31, 2004 shall have their seniority grand-fathered.
- (f) Casual employee(s) shall accrue seniority for hours worked only for the purposes of the Memorandum of Agreement regarding the Call-In Procedure, Article 13:02 and Article 14 and only in situations where there are no qualified full-time or part-time applicants currently in the

bargaining unit. Casuals will be required to meet the required qualifications of any vacant or new position.

- (g) Casual employees will be called pursuant to the Call-In Procedure prior to volunteers being called in to work a vacant shift.
- (h) Seniority hours accrued during the period of casual employment shall not be carried over to permanent or term employment. Seniority hours accrued during a term position shall be retained by that employee upon return to casual status.
- (i) Increments for casual employees will be earned based on seniority hours accrued and on the basis of one (1) increment upon completion of full time equivalent hours 2080 hours per annum. Such increment will be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- (j) Casual employees who are required to travel on behalf of the Employer shall be reimbursed for transportation costs at the applicable rate and benefit in accordance with Article 26.
- (k) Casual employees shall be entitled to meal allowances in accordance with Article 30.
- (l) Casual employees required to work on a recognized holiday, shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ) their basic rate of pay.
- (m) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10.
- (n) The Employer agrees to deduct Union dues from casual employees in accordance with Article 5.
- (o) Articles 17 and 18 Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters in this Article.

- (p) Casual employees will be entitled to all provisions in Article 19 except the banking of overtime hours.

### **Article 38 Group Benefits and Retirement Savings**

- 38:01** The Employer agrees to implement a group benefit program for all eligible full-time and part-time employees. **The Plan will be mandatory for full-time and part-time employees that qualify, following the three (3) month waiting period.**
- 38:02** Details of the plan and the detail terms of plan coverage will be discussed with the Union/Employees and will be implemented based on a mutual acceptance of the plan by the parties.
- 38:03** The Employer will pay fifty percent (50%) of the monthly premium **for the group benefit plan**. Eligible employees shall pay fifty percent (50%) of the monthly premium **for the group benefit plan** and authorize deductions from their pay as required.
- 38:04** Part-time employees will receive **group** benefits prorated if they are eligible under the plan providers “eligibility requirements”.
- 38:05** In accordance with the **Community Agencies Benefits Plan (hereafter referred to as “pension plan”**), employees of the Parkland Crisis Centre are members of the pension plan **following the six (6) month waiting period.**
- 38:06** The Employer will pay fifty percent (50%) of the monthly premium **for the pension plan**, and the employees shall pay fifty percent (50%) of the month premium **for the pension plan**, and authorize deductions from their pay as required.
- 38:07** **Effective January 1, 2021, pensionable earnings are to be calculated based on regular hours worked (including in charge pay), vacation time used, sick time used, and bank time used. Non-pensionable earnings include overtime paid out, bank time paid out, or vacation time paid out.**

### **Article 39 Job Descriptions**

- 39:01** Current job descriptions will be provided to each employee when performance appraisals are being completed.
- 39:02** Upon the beginning of each bargaining process updated job descriptions will be shared with both bargaining committees.

### **Article 40 Interpersonal Violence Leave**

- 40:01** An employee who is a victim of interpersonal violence as defined in the Manitoba Employment Standards Code and Regulations, and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves 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.
- 40:02** An employee may take an Interpersonal Violence Leave for only one or more of the following purposes, as those purposes relate to the employee or to a dependent:
- (a)** To seek medical attention in the respect of a physical or psychological injury or disability;
  - (b)** To obtain services from a victim services organization;
  - (c)** To obtain psychological or other professional counseling;
  - (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 interpersonal violence;
  - (f)** Any other prescribed purpose.

- 40:03 Subject to Article 40:04, leave taken under this Article is unpaid leave.
- 40:04 An employee shall be granted up to five (5) days of paid leave in a fifty-two (52) week period, provided that when giving notice under Article 40:05 the employee notifies the employer which days, if any, are to be paid leave. An employee shall not be required to use other income replacement funds such as sick leave, vacation and overtime bank to fund the five (5) days of paid leave under this Article.
- 40:05 An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the employer.
- 40:06 Should the current provisions under the Employment Standards Code provide a greater paid benefit or protective leave entitlement than those cited in this Article, the Employment Standards Code provisions will prevail.

#### Article 41 Wellness Days

- 41:01 Wellness days shall be defined as a day off without the need of a medical note and where the employee is not physically ill or injured. This time is to be used for an employee to take care of their mental health, or engage in self-care activities.
- 41:02 The Employer will offer up to three (3) wellness days off, with pay, per fiscal year (April 1 to March 31), to full time employees. Wellness days will be provided, on the basis that an employee has accrued sick leave in their sick leave bank and the granting of such leave is operationally feasible. Wellness days will not carry over from one fiscal year to the next.
- 41:03 Payment for wellness days shall come from an employees sick leave bank. An employee cannot take a wellness day prior to sick leave credits being earned.

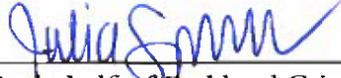
- 41:04 Wellness days must be taken as a standalone day off (full shift, no partial shift) and cannot be used to extend vacation/stat leave.
- 41:05 An employee who resigns or whose employment is terminated, shall not be entitled to payment for accumulated wellness days.
- 41:06 Part time employees shall be granted wellness days on a prorated basis as follows, rounded to the nearest whole day:

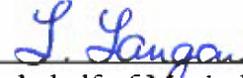
$$\frac{\text{Number of hours worked part time}}{2080} \times \text{Wellness Days (3)}$$

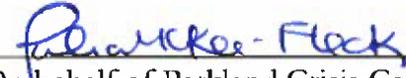
- 41:07 This Article does not apply to casual employees.

IN WITNESS WHEREOF: A representative of Parkland Crisis Centre Inc. has hereunto set their hand for, and on behalf of, Parkland Crisis Centre Inc.; and a Staff Representative of Manitoba Government and General Employees' Union, has hereunto set his hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 7<sup>th</sup> day of July, 2021.

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

**Memorandum of Agreement***between***Parkland Crisis Centre***and***Manitoba Government and General Employees' Union****Re: Call-In Procedures**

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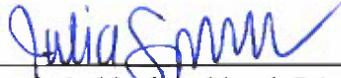
(Attached to and Forming Part of the Collective Agreement)

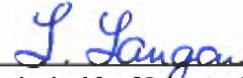
1. The Executive Director or her designate will approve all Call-Ins.
2. A Call-In Form is to be completed when a staff member calls in sick or is unavailable for a shift, or a vacancy has occurred.
3. It is imperative when finding a staff replacement that the following criteria is adhered to:
  - (a) The nature of the shift relative to the job classification.
  - (b) Call-ins will be made first to part-time employees in the appropriate classification based on seniority.
  - (c) Calls then will be made to casual employees based on casual seniority.
  - (d) If the vacancy is being replaced the part-time staff member with the most seniority will be called in for up to forty (40) hours per week. If more hours are available, then the part-time staff member next on the seniority list will be called in again up to forty (40) hours per week. Replacement of vacant shifts using the call in procedure will continue down the part-time seniority list until all of the vacant shifts have been replaced. Once all part-time staff has been given the opportunity to pick-up the additional vacant shifts up to forty (40) hours per week, any remaining vacant shifts will be offered to casual employees based on their seniority list.

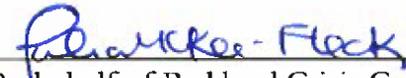
A weekly period is considered Sunday to Saturday.

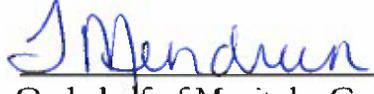
- (e) Vacancies that arise pursuant to number two (2) above shall be scheduled to avoid overtime costs. The Executive Director or her designate must authorize all overtime.
  - (f) All overtime will be called in on a seniority basis by appropriate classification. Casual employees will not normally be included in this provision over other full-time or part-time employees.
4. There will be no grace period following an unanswered call-in for staff replacement for an immediate available shift. There will be no grace periods for shifts that become vacant up to forty-eight (48) hours hence. There is a grace period of up to six (6) hours for a staff member to respond for a call in forty-eight (48) hours hence.
  5. Additional call-ins will be at the discretion of the Executive Director or her designate. This decision rests on the needs of the shelter.
  6. Normally call-ins will not be made between 1:00 a.m. and 5:00 a.m. Calls to fill vacancies for evening or night shifts will be made after 9:00 a.m. The Executive Director or her designate should be called in cases of emergency.
  7. All available phone/cell numbers for employment must be called before moving on to the next available employee on the call-in list. Employees shall not be calling in their availability for a shift due to the employee who is at work.
  8. When in doubt regarding a call-in, the Executive Director or her designate should be called for direction.

Signed this 7<sup>th</sup> day of July, 2021.

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

**Memorandum of Agreement**

*between*

**Parkland Crisis Centre**

*and*

**Manitoba Government and General Employees' Union**

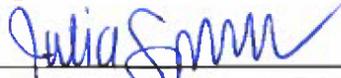
**Re: Employee Assistance Program**

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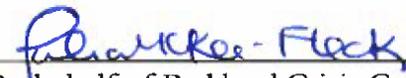
(Attached to and Forming Part of the Collective Agreement)

The Employer agrees to provide an Employee Assistance Program for all employees.

Signed this 7<sup>th</sup> day of July, 2021.

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

**Memorandum of Agreement**

*between*

**Parkland Crisis Centre**

*and*

**Manitoba Government and General Employees' Union**

**Re: Flexible Scheduling**

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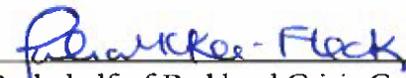
(Attached to and Forming Part of the Collective Agreement)

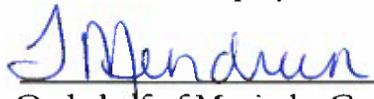
The Employer and the Union will jointly establish a flexible schedule for employees working day shift Monday to Friday to allow for a thirty (30) minute unpaid break to be taken away from the workplace. Within sixty (60) days of ratification, the schedule will be implemented to be followed by a six (6) month evaluation period.

Signed this 7<sup>th</sup> day of July, 2021.

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Parkland Crisis Centre

## Memorandum of Agreement

*between*

**Parkland Crisis Centre**

*and*

**Manitoba Government and General Employees' Union**

**Re: Long Service Wage**

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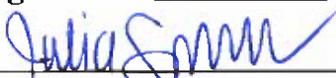
Attached to and replacing Salary Schedule for Long Service in the Collective Agreement.

Due to the restructuring of the Salary Schedule whereby reducing the Schedule from 17 steps plus long service to 12 steps plus long service, it has reduced the amount of increase for those individuals who are in receipt of the Long Service Wage Step.

The Employer and the Union recognize the current wage for those with long service is not adequate. The following will replace the wage scale for the Long Service Wage Step.

Shelter Counsellor #1	Long Service	Shelter Counsellor #2	Long Service
Year 1	<b>\$19.10</b>		<b>\$26.34</b>
Year 2	<b>\$19.58</b>		<b>\$27.00</b>
Year 3	<b>\$20.07</b>		<b>\$27.68</b>
Year 4	<b>\$20.57</b>		<b>\$28.37</b>

Signed this 7<sup>th</sup> day of July, 2021.

  
 On behalf of Parkland Crisis Centre

  
 On behalf of Manitoba Government  
 and General Employees' Union

  
 On behalf of Parkland Crisis Centre

  
 On behalf of Manitoba Government  
 and General Employees' Union

  
 On behalf of Parkland Crisis Centre

### Appendix “A” - Salary Schedule

Shelter Counsellor #1	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>	<u>Level 7</u>	<u>Level 8</u>	<u>Level 9</u>	<u>Level 10</u>	<u>Level 11</u>	<u>Level 12</u>	<u>Long</u>
Year 1 - 0%	\$15.98	\$16.14	\$16.30	\$16.46	\$16.63	\$16.79	\$16.96	\$17.13	\$17.30	\$17.47	\$17.65	\$17.83	\$19.10
Year 2 - 2%	\$16.30	\$16.46	\$16.63	\$16.79	\$16.96	\$17.13	\$17.30	\$17.47	\$17.65	\$17.82	\$18.00	\$18.19	\$19.58
Year 3 - 2%	\$16.63	\$16.79	\$16.96	\$17.13	\$17.30	\$17.47	\$17.65	\$17.82	\$18.00	\$18.18	\$18.36	\$18.55	\$20.07
Year 4 - 2%	\$16.96	\$17.13	\$17.30	\$17.47	\$17.65	\$17.82	\$18.00	\$18.18	\$18.36	\$18.54	\$18.73	\$18.92	\$20.57

Shelter Counsellor #2	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>	<u>Level 7</u>	<u>Level 8</u>	<u>Level 9</u>	<u>Level 10</u>	<u>Level 11</u>	<u>Level 12</u>	<u>Long</u>
Year 1 - 0%	\$22.06	\$22.28	\$22.51	\$22.73	\$22.96	\$23.19	\$23.42	\$23.66	\$23.89	\$24.13	\$24.37	\$24.62	\$26.34
Year 2 - 2%	\$22.50	\$22.73	\$22.96	\$23.18	\$23.42	\$23.65	\$23.89	\$24.13	\$24.37	\$24.61	\$24.86	\$25.11	\$27.00
Year 2 – 2%	\$22.95	\$23.18	\$23.42	\$23.64	\$23.89	\$24.12	\$24.37	\$24.61	\$24.86	\$25.10	\$25.36	\$25.61	\$27.68
Year 3 – 2%	\$23.41	\$23.64	\$23.89	\$24.11	\$24.37	\$24.60	\$24.86	\$25.10	\$25.36	\$25.60	\$25.86	\$26.12	\$28.37