

Collective Agreement

- between -

CUPE / Canadian Union
of Public Employees
Local 2348

- and -



Eastman Crisis Centre Inc. - Agape House

Term of Agreement:
May 1, 2018 to April 30, 2022

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This Agreement made this _____ day of _____, 2021.

between

Canadian Union of Public Employees, Local 2348
(hereinafter referred to as the “Union”),

of the first part;

and

Eastman Crisis Centre Inc. – Agape House
(hereinafter referred to as the “Employer”),

of the second part.

PREAMBLE

Both parties to this agreement share the following objectives:

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

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement to record settled conditions of employment between the Employer and the Union.

ARTICLE 2 - DEFINITIONS

- 2.01
- (a) An employee is a person covered by MLB Certificate No. MLB-6384, issued on December 22, 2006 or as amended or expressly recognized by the Employer and the Union.
 - (b) The “Employer” shall mean Eastman Crisis Centre **Inc. - Agape House.**
 - (c) The “Union” shall mean the Canadian Union of Public Employees, Local 2348.
 - (d) A “full time” employee regularly works seventy-two (72) hours in a biweekly period, except for the midnight shift who works eighty (80) hours in a biweekly period.
 - (e) A “part-time” regularly works less than seventy-two (72) hours in a biweekly period.
 - (f) A “temporary” employee is one who works full-time or part-time and whose duration of employment is limited to a specific term.
 - (g) A "grant" employee is one who works on a project funded through a government or non-government grant. The Employer shall use its best efforts to obtain a level of funding for grant employees which will allow it to provide a salary and benefits in accordance with this Collective Agreement but if the Employer is unable to obtain sufficient funding, it shall not be required to provide a salary and benefits pursuant to this Collective Agreement, but it shall advise the Union of the funding level obtained.
 - (h) A “casual” employee is an employee who is not regularly scheduled.
 - (i) Qualifications for and entitlement to benefit plans shall be governed by the plan texts. This would also include people who are on term (temporary) positions if they qualify according to the plan.
 - (j) A spouse shall mean persons (including those in same sex spousal relationships) who are:
 - (i) married to each other; or
 - (ii) who have cohabitated for a period of not less than three (3) years.
 - (k) **“Classification” refers to the title of the position the employee is hired into i.e., Counsellor, Shelter Support Worker;**

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

- (a) Casual employees shall receive vacation pay at the prorated basis described in Article 19.02 to be paid out on every pay cheque.**
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.**
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 18.02 if eligible.**
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 17.**
- (e) The Employer agrees to deduct Union dues payable by casual employees in accordance with the Union bylaws in an amount specified by the Union in any pay period for which the casual employee receives any payments in accordance with Article 6.**
- (f) In the event that an employee receives no payment during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.**
- (g) A casual employee reporting for work as requested by the Employer and finding no work available shall be paid for three (3) hours at her basic rate of pay.**
- (h) A casual employee who is offered three (3) or more shifts across any position that they are available for on the casual list and does not accept at least one (1) shift within a three (3) month period, will be removed from the call-in list and will not be considered to be in the employment of Agape House.**

The Employer shall provide written notification after two (2) months of refusals to a casual employee who does not work the hours required above.
- (i) Subject to (h), above, and 16.03(c) a casual employee must submit their availability including their midnight shift availability to be posted on the call-in listing. Exceptions will be made with a medical note stating they cannot.**
- (j) Article 10 and 11 herein apply only with respect to the terms of this Article.**
- (k) Casual employees shall accrue seniority in accordance with Article 13.**

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the Management of the Employer and the direction of the working force rest exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, layoff and recall, and for just cause to dismiss or discipline any employee provided that a claim by an employee with seniority that she has been dismissed or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided in Articles 10 and 11;
 - (c) make, enforce and alter, reasonable rules, regulations, policies and practices, to be observed by the employees;
 - (d) 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 and the Union and the employees shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees covered by Manitoba Labour Board Certificate No. MLB-6384, dated the 22nd day of December, 2006.
- 4.02 No Other Agreements
- No employee shall be required to make a written or verbal employment agreement with the Employer outside of this Collective Agreement, with the exception of grant and temporary employees.

- 4.03 This agreement is fully applicable to all part-time and temporary employees on a pro rata basis based on actual hours worked in relation to seventy-two (72) hours biweekly. All benefits, including vacation credit for part-time, temporary and casual employees if applicable, will be calculated on a pro rata basis based on actual hours worked in relation to seventy-two (72) hours biweekly.

The pro rata formula shall be calculated as follows:

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

- 4.04 Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis 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 position as of the date of ratification shall be displaced by a volunteer, with the exception of an administrative assistant or the Executive Director who may be required to do bargaining unit work based on need, however, will not displace employees within the bargaining unit.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination, harassment, bullying, intimidating behaviour, coercion, or interference or practice with respect to any employee, employer, board member or client by and reason of:

- ancestry, including race, perceived race, or colour
- ethnic background
- age
- nationality or national origin
- political belief, association, or activity
- religion, religious affiliation, or creed
- gender, sex, including pregnancy
- marital status or family status
- sexual orientation
- gender identification
- physical or mental disability provided it does not interfere with their ability to complete their assigned duties
- place of residence
- membership or non-membership or activity in the Union

Discriminatory behaviour by a Shelter Support Worker, Counsellor, Executive Director, or any employee of the Eastman Crisis Centre Inc. – **Agape House** may lead to disciplinary action including suspension or dismissal as warranted.

5.02 No Abuse, Harassment or Bullying

The Employer and the Union agree that no form of abuse, harassment, or bullying against employees or employer will be condoned in the workplace. Both parties recognize the right of all employees to work in an environment free of abuse, harassment and bullying and will work together to recognize and resolve such problems as they arise.

To assist in minimizing both the frequency and impact of abuse, harassment and bullying directed toward employees, the Employer shall ensure that policies are in place which addresses:

- (a) the prevention of abuse, harassment, and bullying;
- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- (c) prompt, thorough follow-up to ensure that the needs of the abused employee are met; and
- (d) the incident, where reported, is investigated and plans developed to lessen the likelihood of further behaviour.

5.03 Personal Harassment/Bullying Defined

Personal harassment/bullying is defined as repeated unconstructive and offensive comments or actions which offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

5.04 Sexual Harassment/Bullying Defined

Sexual harassment/bullying shall be defined as sexually oriented behaviour that undermines an employee's health or job performance or endangers the employee's status or potential. Examples may include:

- (a) demands placed on an employee outside of her existing job description that are perceived to be based on reinforcing existing sex role stereotypes;
- (b) intimidation by following, gesturing obscenely, heckling, or insulting, making rude noises, exposure of genitals/breasts;
- (c) coercion by threatening withdrawal of professional support or cooperation, or termination of professional relationship unless the person agrees to sexual activity or by requesting or suggesting sexual activity as payment for past or future professional assistance or consideration;

- (d) annoyance by repeated and persistent irritating, sexually suggestive acts or comments.

5.05 Should the alleged harasser/bully be the Executive Director the complaint will be submitted to the Chair of the Board. The Union representative would be involved in all such cases. The first course of action of the Chair would be to ensure the health and safety of the worker. This may include granting a paid leave of absence while the investigation and resolution process is occurring.

5.06 Processing a Complaint/Report of Abuse, Harassment, or Bullying

The Employer must immediately initiate an investigation upon receiving a report or being informed of an incident of abuse, harassment, or bullying. The investigation must be completed within fifteen (15) working days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment, bullying or abuse. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.

All complaints, inquiries, investigation, and information relating to an allegation of harassment or bullying will be treated with the utmost confidence.

A Union representative must be present at any meeting where the Employer is taking disciplinary action against the harasser and that Representative is responsible to report to the complainant of the course of action taken by the Employer, with the exception being the Union Representative is either the harasser of the victim in which case another employee will be invited to observe the meeting instead.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance.

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 The Employer shall deduct from every employee any regular monthly dues levied by the Union on its members.

6.02 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Union 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.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of union dues deducted from the employee in the previous year.

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

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. On commencing employment, the new employee will receive a list of Union stewards and a copy of the Collective Agreement as part of her orientation package. The Union will provide copies of these documents to the Employer. A Shop Steward will not meet longer than fifteen (15) minutes with new employees during work hours to review their rights and responsibilities as a Union member. If more time is needed a Shop Steward will be required to meet with the new employee during lunch hour or after their shift is completed.

ARTICLE 8 - CORRESPONDENCE

8.01 The Employer will notify the CUPE National Representative, in writing, of all promotions, demotions, transfers, layoffs, resignations and hirings. The Employer shall recognize only those representatives, stewards and officials whose names and where necessary, addresses, were last forwarded in writing to the Employer.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Up to two (2) employees along with their Union Representative shall be allowed to attend meetings with their Employer for the purpose of contract negotiations. The Employer will not deny time off. The Employer shall pay the employees and bill CUPE Local 2348 for all costs within thirty (30) days of the meetings. The Union shall reimburse **Eastman Crisis Centre Inc. – Agape House** within thirty (30) days of receiving the invoice. The Union will advise the Employer of the members of the negotiation committee.

9.02 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer as the Employer will have the same rights of assistance from any representative they wish.

9.03 Labour/Management Committee

The parties realize the importance of an effective working relationship between the Employer, employees, and the Union. To that end a committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer shall exist. The Committee will meet at a minimum semi-annually to discuss and deal with matters of mutual concern as they may arise. Each party shall name a co-chair to the Committee and they shall rotate in chairing and minute-taking. Agenda items shall be submitted three (3) days in advance of the meeting. **Members of the committee will adhere to the ground rules created and agreed upon by the labour management committee and the rules will be reviewed and may be amended at the request of either party.**

9.04 **The Labour Management Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*. Those designated as Health and Safety Representatives (Union and Employer) shall follow the Health and Safety Program, i.e., regular walk throughs, review of Health and Safety Policy. Should the parties agree to form a separate Health and Safety Committee this clause will apply to the new committee.**

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The parties to this agreement recognize the desirability for resolution of grievances through an orderly process without the stoppage of work or refusal to perform work.

10.02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.

10.03 Disputes properly arising under this Agreement concerning the interpretation, application or alleged violation of this Agreement shall form the basis of a grievance. A grievance shall be characterized as a breach of the contract and such reference should be identified through the following process:

Step 1

The employee and/or the Union shall present the grievance in writing to the Executive Director, or designate, within fifteen (15) calendar days after the event giving rise to the grievance. The employee may have the assistance of the Steward if desired. The Executive Director shall give a decision within fifteen (15) calendar days. Should the decision not be satisfactory to the employee, the next step in the grievance procedure may be taken at any time within fifteen (15) calendar days thereafter.

Step 2

The employee and/or the Union may then submit the grievance in writing to the Board of Directors who shall give a written decision fifteen days following the next monthly Board Meeting held on the **last Wednesday** of each month from September to June. In July and August, the Board of Directors shall give a written decision thirty days after the receipt of the grievance. A copy of the grievance must be submitted to the Executive Director once it has been submitted to the Board of Directors.

Step 3

If the grievance remains unresolved after Step 2, the grievance may be referred by either party to an arbitrator, as provided in Article 12, at any time within fifteen (15) calendar days thereafter.

- 10.04 Any and all time limits governing the processing of grievances, including arbitrations, may be extended upon application by either party in writing to the other for such further time as may mutually be agreed upon.
- 10.05 Time limits for the grievance and arbitration procedures are directory in nature.
- 10.06 The Union may initiate a grievance based on a violation of this Agreement which cannot be solved. The Employer may initiate a grievance against the Union or any of the employees of the Employer covered by this Agreement within fifteen (15) calendar days of the event giving rise to the grievance. If such grievance is not settled within fifteen (15) calendar days, it may be referred to arbitration in the same manner as the grievance of an employee.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 Once the grievance procedure has been exhausted, either party may refer the issue to arbitration by a sole arbitrator, selected by agreement of the parties. The request shall be made by registered mail addressed to the other party to the Agreement.
- 11.02 In the event that the parties cannot agree within fifteen (15) days of referral on the arbitrator either party may request the Labour Board of the Province of Manitoba to appoint an arbitrator.
- 11.03 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 11.04 The sole arbitrator shall determine her own procedures but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) days from the time it holds its final meeting.

- 11.05 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed, except by due process of law.
- 11.06 Disagreement on Decision
- Within fourteen (14) days following receipt of the award, should the parties disagree as to the meaning of the decision of the sole arbitrator either party may apply to the sole arbitrator to reconvene. Within fourteen (14) days the sole arbitrator shall reconvene to clarify the decision.
- 11.07 Each party shall pay one-half (1/2) the fees and expenses of the sole arbitrator.
- 11.08 Ongoing attempts to settle a grievance, on a without prejudice basis may continue until settlement is mutually agreed upon or by the order of the arbitrator.
- 11.09 The time limits in the arbitration may be extended by the consent of the parties in writing.

ARTICLE 12 - PERFORMANCE IMPROVEMENT

- 12.01 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 12.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on her own behalf with the assistance of a representative of the Union.
- 12.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- (a) At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the written reprimand, and these corrective actions shall be part of the written report.
- (b) If, after a one (1) year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand of the same matter be removed from the personal file.

12.04 Exceptions to the process

Notwithstanding any of the above, based on the seriousness of the allegations, the Employer reserves the right to bypass any step in the disciplinary process or suspend an employee with or without pay where there are allegations of a serious nature directly impacting on the work environment or client care. In such cases the employer shall investigate the allegations to determine appropriate measures to be taken. Examples of serious allegations may include, but are not limited to allegations of sexual harassment, any definition of abuse, theft, being under the influence of alcohol or drugs at work, or breach of confidentiality.

12.05 Upon written request, an employee **accompanied by a Union Representative if she so elects** shall be given the opportunity to examine any document which is placed in her personnel file on their own time or during their designated coffee breaks or lunch. The Employer will give the employee a copy of the requested document at her own expense of **ten cents (\$0.10) per page**. The employee reply to any such document shall also be placed in her personnel file. **The employee and Union Representative may not request to see the personnel file more often than semi-annually except in cases of termination.**

12.06 An employee accompanied by a Union Representative if she so elects, may examine her requested document from the personnel file. The employee and Union Representative may not request to see the personnel file more often than semi-annually except in cases of termination.

12.07 There shall be one (1) personnel file maintained by the Employer for each employee **and it shall be kept in a locked cabinet.**

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the total accumulated hours worked in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority may be used in determining promotion, provided all job qualifications are met. Also in transfer, layoff and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

Seniority shall be calculated in hours and shall include all paid hours exclusive of overtime. Where two (2) employees or more have the same number of hours worked, preference shall be in accordance with the date of hire of the employee.

13.02 Seniority List

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

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

- (a) she is duly terminated and is not reinstated;
- (b) she resigns in writing;
- (c) she is laid off for a period of longer than twelve (12) months;
- (d) she does not report to work when recalled after one (1) weeks' notice by registered letter sent to the last address she gave the Employer, except where a laid off employee is required to give a maximum of two (2) weeks' notice to another Employer;
- (e) she is absent from work without a written leave of absence for more than three (3) days unless a satisfactory reason is given by the employee and a doctor's certificate verifying sickness or inability to communicate with the Employer through no fault of her own shall be considered a satisfactory reason;
- (f) she fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

13.04 Seniority will continue to accrue if an employee:

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

13.05 Seniority will be retained but will not accrue if an employee:

- (a) is on any period of unpaid leave of absence to a maximum of twelve (12) months;
- (b) is on any period of full workers' compensation benefits beyond the period covered in 13.04 (f);
- (c) is laid off for less than twelve (12) months;

- (d) is on the trial period of an out-of-scope position;
- (e) is on a leave of absence as a result of illness/accident, receiving benefits under the long term disability coverage up to a maximum of twelve (12) months.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

- 14.01 When a new position is created or an existing position becomes available, the Employer shall **email the notice to all the employees**. The posting shall be posted for a period of five (5) working days.
- 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 may choose the senior individual provided their qualifications, ability and skill in the sole opinion of the Employer meet the requirements of the position.
- 14.04 If the original posted position is a term and the term is extended, the position will not be reposted if the employee currently working the term is in agreement to remain in the position. This would apply to all term positions that were back filled as a result of the original posting. If any of the positions are made permanent, then they will be posted and filled in accordance with Article 14.**
- 14.05 A promoted or transferred employee shall be on a trial basis for a period of six (6) months. 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 at the same wage or salary rate and without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position. Any other employee who has been promoted or transferred because of the re-arrangement of position shall be returned to her former position and salary rate and without loss of seniority.
- 14.06 In the event that the employee is not able to or does not wish to complete the six (6) month trial period, she shall be returned to her former position, salary rate and previous seniority level, but in any case should provide notice to the Employer fourteen (14) days prior to the expiry of the trial period. Any other employee who has been promoted or transferred because of the re-arrangement of position shall also be returned to her former position and salary rate and without loss of seniority.

- 14.07 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board in the staff room and in the log book.
- 14.08 For the purposes of this Article grant and casual employees shall be considered senior to non-employees.
- 14.09 The parties agree that when the Employer reasonably knows that a position shall be temporarily vacant for more than sixty (60) calendar days, it shall be posted as per the terms of this Article.
- 14.10 Should a temporary vacancy occur that will be for less than sixty (60) calendar days, the Employer will attempt to fill the vacancy first from among the staff who meet the educational requirements among the permanent employees within the classification based on seniority and if unsuccessful, then from the casual employees assigned to the classification. Upon completion of the temporary vacancy, the employee shall be allowed to return to their former position.
- 14.11 For the purposes of 14.09 and 14.10 an employee will only be entitled to be considered for two temporary positions at any given time.
- 14.12 Newly hired employees shall serve a probationary period of six (6) months from the date of hiring. During the probationary period employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated without cause at any time during the probationary period. Feedback between the employee and Employer shall occur throughout the probationary period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the appointment to the position be successful. The Employer agrees to bring forward issues that may result in an unsuccessful probationary period in a timely manner to give the employee opportunity to address the identified concerns. The employee shall have the option of having a shop steward present during such discussions.
- 14.13 Promotion Increases
- (a) Permanent Promotions
- When an employee is promoted to a higher job classification (Counsellor Advocate I or II), they will be promoted to the step in the job classification that is both above and closest to her current hourly rate.

(b) Temporary Promotions

When an employee is promoted to a higher job classification (Counsellor Advocate I or II), they will be promoted to the step in the job classification that is both above and closest to her current hourly rate. When the promotion period is over, the employee will return to her prior job classification and step unless the employee has met the requirements for a step increase while acting in a temporary position.

14.14 Call-in Shift Increases

When an employee is called in to cover a shift, they are called in to provide coverage at their current position. They will not be expected to perform specialized duties of a higher job classification.

If an employee is required to perform the functions of a higher classification, they would be paid the higher rate for that shift. This requirement would be clearly communicated by the Employer when the hours are offered.

ARTICLE 15 - LAYOFFS AND RECALL15.01 Definition of a Layoff

Layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

15.02 Notice to Union

Prior to any layoff involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible. The parties shall meet within five (5) business days of the notice in an attempt to problem solve and may make recommendations to avoid layoffs. Budget restraints may force unforeseen layoffs.

15.03 Notice to Employees

Employees to be laid-off shall be given a minimum of two (2) pay periods notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.

15.04 Layoff Procedure

The Employer and the Union recognize that an employee's job security will increase in proportion to length of service. In the case of a layoff, the position being reduced will be based on the operational requirements of the Employer as determined by the Employer.

A full-time employee impacted by a layoff will be given the option to bump the most junior full-time employee, providing that she has the skills and qualifications required to perform the work required.

Where the laid off employee assumes a position in a lower wage classification, the pay will be in accordance with the assumed position/ classification. The Step level in the assumed position/classification will be the same level as in the position prior to layoff.

15.05 Recall Procedure

To be eligible for recall, the employees must file their name and current address with the Employer at the time of layoff and at the time of any subsequent change.

A person who is laid off must respond to the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.

Employees who are laid off shall be recalled in order of seniority according to each program classification and to positions for which they possess the required qualifications and ability.

The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) after twelve (12) months of layoff;
- (b) if the person did not communicate with the Employer as specified above, or
- (c) if the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

15.06 No New Employees

No new employees shall be hired within a twelve (12) month period until all laid off employees who possess the required qualifications and ability to perform the duties of the position have been given the opportunity of recall.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) Employees shall be scheduled for no more than nine (9) hours per work day. The work day shall include an unpaid one (1) hour meal period and two (2) paid fifteen (15) minute rest periods. The midnight shift shall be scheduled for no more than eight (8) hours and shall include a paid meal break.

When replacing employees who are absent due to illness, the employee on shift will offer the shift to part-time and casual employees who have indicated their availability to fill those shifts, in accordance with Article 16.03 (c) based on seniority. If shelter needs do not allow the employee on shift to make calls to fill shifts, the employee shall call the on-call person who will fill the shift in accordance with this clause.

If the employee is unable to fill the shift with a part-time or casual employee, they should contact the on-call employee. On-call will offer the shift to full-time employees in reverse seniority order.

- (b) Full-time and part-time employees may be required to work weekends in the event of layoffs or budget restraints. Full-time employees' schedules will be amended to work weekends and overtime will be paid only upon approval by the Executive Director.
- (c) Full-time employees will be scheduled for seventy-two (72) hours per pay period.
- (d) Part-time employees shall be scheduled for less than nine (9), nine (9) hour shifts per pay period with as much regularity as possible and with at least two (2) consecutive days off.
- (e) Employees shall have at least fifteen (15) hours off between scheduled shifts. With agreement between the employee and the Employer an employee may agree to a shorter break between shifts in special circumstances. The shop steward shall be informed of such agreements.
- (f) An employee shall receive a minimum of three (3) hours' pay whenever the Employer requires them to attend to the facility/training/location requested.

16.02

Scheduled Rotations

- (a) The Employer shall develop scheduled shift rotations with the understanding that Agape House provides services twenty-four (24) hours a day, seven (7) days a week. Further consideration will be given to the health of the employees in the development of rotations.
- (b) The Employer shall schedule employees based on their seniority, classification and availability with the exception of layoffs.
- (c) Shift rotations will be dependent on the needs of the shelter.
- (d) New shift rotations shall not become effective for two weeks after the selection process is complete.

- 16.03 (a) Schedules shall be posted for a two (2) week period at least two (2) weeks in advance of the beginning of the scheduled period. Once posted the schedule shall not be changed without mutual agreement of the Employer and affected employees. The scheduling change must be approved by the Executive Director.
- (b) Requests for shift interchanges shall be in writing, co-signed by the employee requesting the shift change and the employee agreeing to the change and submitting to the Employer **at least seventy-two (72) hours prior to the scheduled shift. All interchanges must be worked within (30) days. Last minute changes (less than seventy-two [72] hours) must be emailed or texted to the Office Administrator or Executive Director.** Such trades will not incur overtime to the Employer. The scheduling change must be approved by the Executive Director.
- (c) Part-time employees who agree to pick up extra shifts (i.e. sick, vacation coverage) shall give a written notice to the Employer. These employees and casual employees shall be placed on a call-in list which will be in order of seniority and availability.

ARTICLE 17 - OVERTIME

- 17.01 All authorized time as **requested** by the Executive Director, worked beyond the normal workday or weekly period as defined in Article 16 shall be considered as overtime.
- 17.02 Compensation for Overtime
- Overtime shall be paid for at a rate of time and one-half (1½ x).
- 17.03 In lieu of overtime pay an employee may choose to bank, the equivalent paid time off in lieu of overtime payment. Employees shall receive one and one half (1½) hours paid time **off for each hour of overtime worked and may bank up to twelve (12) hours during each month to be used within thirty (30) days unless otherwise mutually agreed. Any time off must be approved by the Executive Director or designate.**
- 17.04 Overtime shall be on a voluntary basis and no employee shall be required to work overtime against her wishes. The parties understand that at times an employee cannot seek prior approval for overtime. This would include being involved in a crisis situation, attending the needs of the women and children outside the shelter (i.e., hospital) and the like. Employees will notify the Executive Director of any such overtime in a timely manner and shall be compensated at time and a half.

17.05 Flex-time Defined

All time worked which is not authorized by the Employer beyond the normal work day or weekly period (as specified in Article 16 – Hours of Work), but where in the employee’s judgement the work is essential to the operation of the facility, shall be considered as flex-time. A flex-time form must be submitted bi-weekly in line with the payroll schedule.

Staff may choose to implement flex-time to adjust her schedule by up to two hours (2) per day. These flex-time hours will be paid at straight time and must be taken by the payroll cut-off date unless otherwise mutually agreed. Any time off must be approved by the Executive Director or designate.

The need for and use of flex-time will be reviewed with employees on a regular basis and the ongoing use of flex-time will be at the discretion of the Employer in consultation with the employee.

ARTICLE 18 - HOLIDAYS

18.01 The Employer and the Union recognize the following as paid holidays:

- | | |
|--------------------------|----------------------|
| (a) New Year’s Day | (g) Labour Day |
| (b) Louis Riel Day | (h) Thanksgiving Day |
| (c) Good Friday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (f) Terry Fox Day | |

18.02 An employee who is scheduled to work shall be paid at one and one-half times (1½ x) times their regular rate of pay for all hours worked on that holiday and in addition, qualifying employees shall receive one day off with pay, within thirty (30) days after the holiday or at a later date mutually agreed upon by the employee and the Employer.

18.03 Qualifying full-time employees who are not scheduled to work on the holidays listed in Article 18.01 shall receive holiday pay equal to one (1) day's regular pay.

18.04 For the purpose of calculating holiday pay, the day on which the majority of the shift hours are worked by an employee shall be deemed conclusively to be the day worked.

18.05 Days of Recognition

On International Women's Day (March 8) and Day of Remembrance (December 6) the Employer may, at their discretion, allow all permanent employees scheduled for the day to participate in events planned as their work for that day. If the Employer is reasonably unable to fill the necessary shifts for these days, seniority will be the deciding factor in who can participate.

ARTICLE 19 - VACATIONS

19.01 The vacation year shall be designated as the twelve (12) month period commencing the employee's start date and continuing yearly on the same date.

(a) **The Employer will post vacation entitlement lists not later than April 1st of each year and allow employees to express their preference as to dates up to April 30th for summer vacation and October 31st for winter vacation.**

(b) **An employee who fails to indicate her choice of vacation within the above-stated time periods shall not have preference in the choice of vacation time, where other employees with less seniority have indicated their preference.**

Requests for vacation under (b) must be submitted at least thirty (30) days prior to the date in which the vacation leave is requested for. All requests will be evaluated on an individual basis with consideration to seniority and shelter requirements.

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer.

Normally vacation will be taken in the year following its accrual. Employer and employee may mutually agree to use accrued vacation in the year it was accrued. All prior vacation accrual must be taken by the end of the current vacation year unless otherwise mutually agreed by employee and Employer.

The Employer has the right to reasonably determine the number of staff away on vacation at any point in time, in order to maintain services.

19.02 A full-time employee's vacation entitlement will be calculated from January 1 to December 31 in the following calendar year.

- Upon completion of one year of continuous service ten (10) working days with pay for regular hours at regular rates;

- Upon completion of 2nd, 3rd, and 4th years of continuous service fifteen (15) working days with pay for regular hours at regular rates;
- Upon completion of the 5th to the 13th year of continuous service twenty (20) working days with pay for regular hours at regular rates;
- Upon completion of the 14th to 17th year of continuous service twenty-five (25) working days with pay for regular hours at regular rates.
- Upon completion of the 18th year of continuous service thirty (30) working days with pay for regular hours at regular rates.

19.03 Part-time Vacation

Part-time employees working twenty-four (24) hours or more in a weekly period may apply for paid vacation on the same prorated basis as set out above and not have it paid on each pay cheque. It should be noted that once an employee takes paid vacation they cannot opt out and have it paid on each cheque.

Part-time employees **working less than twenty-four (24) hours in a weekly period** and casual employees are entitled to vacation on the same prorated basis except that their vacation pay will be calculated as a percentage of hours worked and paid out on every pay cheque.

- 19.04 If a paid holiday falls or is observed during an employee's vacation period, it shall not count towards vacation hours used.
- 19.05 Where an employee qualifies for sick leave, bereavement leave, jury leave or any other approved leave during or prior to her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option and with the approval of the Employer.
- For the purpose of this article, documentation of illness for any period of time must be provided if requested.
- 19.06 The Employer shall establish vacation schedules based on the operational requirements of the facility **for** the preferred period of vacation for each employee. Where a conflict exists between employee preference, the employee with the most seniority shall be assigned the vacation period in dispute.
- 19.07 When a vacation cannot be mutually agreed upon between the employee and the Employer by December 31st of each vacation year, the assignment of the vacation period shall be at the discretion of the Employer.

19.08 Long Service Recognition - Vacation**Effective May 1, 2019****In recognition of length of service, each full-time employee shall receive:**

1 day	5 years
2 days	10 years
3 days	15 years
4 days	20 years
5 days	25 years

The additional days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.**Employees whose anniversary date has already passed the long service anniversary date after April 1, 2018, will be entitled to receive this benefit in the 2019 calendar year.****ARTICLE 20 - SICK LEAVE****20.01 Sick Leave Defined**

Sick leave means the period of time an employee is unable to work due to illness or disability for physical, mental, or emotional reasons or is exposed to a contagious disease, or under examination or treatment of a health care provider.

The unused portion of an employee's sick leave shall accrue to fifty-four (54) days but the employee shall not be allowed to cash-out unused sick leave in time or money, at the end of her employment.

20.02 Permanent employees shall earn one and one-quarter (1¼) days of sick leave each month of employment, part-time will be prorated as described in Article 4.03.

20.03 An employee shall be entitled to use accumulated sick time as per Article 20.01, for the purpose of providing for the needs of a person in the employee's family, including children, parents, spouse, or common-law partner.

20.04 Documentation of Illness

The Employer reserves the right to require satisfactory documentation of illness from a specified type of qualified health care practitioner under the following circumstances:

- (a) To confirm illness in regard to claims for sick leave in excess of three (3) working days;

- (b) Where abuse has been disclosed to the Employer, an employee may be required to provide verification from a psychologist or certified counsellor that states the employee is capable of crisis work;
- (c) To determine the approximate length of sick leave;
- (d) To establish the employee's ability to perform the duties of her position;
- (e) The Employer suspects the employee is misusing their sick time.

Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits and could **possibly** result in termination.

The Employer shall not be responsible for costs incurred in obtaining required medical documentation.

20.05 Deductions of Sick Credits

Absences for sick leave shall be deducted from accumulated sick leave credits. Upon written approval by the Executive Director, except when not reasonably practical because of operational requirements, time off for medical and dental examinations and/or treatments may be granted, and such time off shall be chargeable against accrued sick leave.

20.06 Long Term Disability (LTD), Short Term Disability (STD), Workers' Compensation (WCB) and Manitoba Public Insurance Company (MPIC) Benefits

- (a) An employee must apply for LTD/STD/Workers' Compensation and MPIC benefits and collect these benefits to the extent possible unless collecting the benefit would disentitle her from Employment Insurance maternity/parental benefits.
- (b) If the compensation is less than her net take home pay, then the employee can use unused sick leave credits to bring her compensation level to her net income to the extent that she has sick leave credits.

20.07 Both parties recognize their responsibility to accommodate up to undue hardship and shall work together to ensure any such requests are treated respectfully and confidentially.

20.08 Local Union Sick Leave Bank

The Employer shall provide one-quarter (1/4) day's sick leave per employee per month, which shall be credited to the Sick Leave Bank, which is jointly administered by the Employer and the Union. The Sick Leave Bank Committee may grant sick leave from the Sick Leave Bank to an employee who, through a prolonged illness, has exhausted her own sick leave credits.

The Sick Leave Bank is only available for those employees who are not eligible for LTD. Salary while on the jointly administered sick bank leave shall be one hundred percent (100%) of normal salary and entitlement shall be limited to a maximum of nine (9) days during the first year of full-time employment and up to a maximum of fifteen (15) days per full-time year thereafter. This amount will be proportionally adjusted on the basis of hours for part-time employees.

The Employer reserves the right to require satisfactory proof of any claim.

The Employer will provide a semi-annual report of the amount of time used and the amount of time remaining in the Local Union Sick Bank.

20.09 The Employer shall provide one (1) additional day a year for all staff, with pay upon receiving notice for a Personal Health Day.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

- (a) Upon written request to the Employer with sufficient notice, an employee elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence with pay, and the Union will reimburse the Employer upon receipt of invoice, providing operational requirements permit.
- (b) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence with pay and the Union will reimburse the Employer upon receipt of invoice and without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

21.02 Leave of Absence for Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

21.03 Paid Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) work days' leave, without loss of pay or benefits, in the case of the death of immediate family (mother, father, siblings, children and spouse) upon request to the Employer.

An employee **shall** be granted a maximum of three (3) work days' leave, without loss of pay or benefits, in the case of the death of extended family including aunts, uncles, grandparents, grandchildren.

Such days may be taken only in the period which extends from the date of death up to the day after interment and not to exceed two (2) weeks.

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

Additional leave may be granted upon application to the Employer. Employees may request special consideration for bereavement leave in circumstances other than those mentioned.

- (b) **No more than once each calendar year, an employee who has completed the probation period may take one (1) day's leave without loss of pay or benefits in the case of the death of the employee's cat or dog.**

21.04 Jury Leave

An employee performing jury duty shall be granted a leave of absence without pay and accrue seniority based on their regularly scheduled hours for the period.

21.05 Witness Leave

Employees subpoenaed for witness duty shall receive a leave of absence without pay and accrue seniority based on their regularly scheduled hours for the period. Should the witness duty be as a result of their work for Agape House they shall receive pay for all hours. Should the witness duty be scheduled for the employee's regular day off they shall be granted another day off in lieu.

21.06 Citizenship Leave

An employee will, with sufficient notice, be granted the necessary time off without loss of pay to process her Canadian citizenship to a maximum of two (2) days.

21.07 Voting Leave

In the event that an employee's scheduled work hours would not permit four (4) consecutive hours for the purpose of voting while polls are open the Employer will adjust work schedules accordingly.

21.08 General Leave

An employee will be required to submit, with reasonable notice, a written request to the Employer for any unpaid leave of absence. Such request must specify the reason for the leave of absence and the duration and will be considered on an individual basis. During this leave seniority will be affected as per Article 13 - Seniority.

The Employer recognizes that employees may face personal situations that may affect their work. The parties agree that they will work together to create supportive plans with the individual including seeking out resources and supports. All information will be treated as confidential and shall only be shared as agreed.

When an unpaid leave in excess of four (4) weeks is granted the anniversary increment for the employee will move forward in direct relation to the length of the leave.

21.09 Educational Leave Defined

Education leave is paid or unpaid time taken by staff to improve professional capability and is pertinent to the work of the shelter. When the employee requests to attend such functions, the Employer may or may not supplement the costs incurred by the employee.

The following types of leave may be considered to fall under the classification of education leave:

- (a) conferences;
- (b) workshops;
- (c) course or classes;
- (d) studying and taking examinations for professional certification/ registration;
- (e) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
- (f) other situations as mutually agreed between the employee and the Employer.

21.10 Approval of Education Leave

Attendance will be at the discretion of the Employer and be dependent on the availability of other staff to cover shifts while the employee is away. All requests are to be made in writing and shall include:

- Date of Event
- Agenda of Event
- Value to Centre
- Value to Employee
- Breakdown of Costs and Assistance Requested
- Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable)

21.11 Employer Directed Education Leave

When the Employer requests an employee to attend a conference or workshop, the Employer shall pay the following costs:

- Mileage when using their own personal vehicle
– the Province of Manitoba's provincial rate
- Breakfast \$6.00
- Lunch \$10.00
- Dinner \$15.00

21.12 Employee Directed Education Leave

When the employee requests to attend such functions, the Employer may supplement the costs incurred by the employee.

The employee may request up to two (2) unpaid days of educational leave per year, provided they present supporting documents confirming the training in which they are registered.

Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for education leave as defined above. The amount will be determined yearly in accordance with the agency budget and shall not be less than one hundred and seventy-five dollars (\$175.00) per employee per year.

21.13 Maternity/Parental Leave

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

Every eligible employee who:

- (a) submits to her Employer an application in writing for leave under this section 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;
- (b) provides her Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (c) is entitled to and shall be granted maternity leave without pay 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 (b); 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 b) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (d) An additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Employer;
- (e) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with Articles 21 and 22 of this Agreement shall be reinstated by her Employer in the position occupied by her at the time such leave commenced. In the event that position no longer exists she will be reinstated into a comparable position with not less than the same wages and benefits.
- (f) **A full-time employee shall have the right to continue all payments for group insurance benefits as per Article 24. The employee would be responsible for supplying post-dated cheques for her 50% portion for one (1) year. If a payment is missed, she will be discontinued from benefits.**

21.14

Parental Leave

An employee who has completed seven (7) consecutive months of employment with the Employer and who becomes the natural mother of a child, or adopts a child under the law of the province, and who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave, is entitled to and shall be granted an unpaid parental leave consisting of **either** a continuous period of up to thirty seven (37) weeks **in the case of standard parental leave or up to sixty one (61) weeks in the case of extended parental leave.**

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree.

21.15 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:
 - (A) the day the certificate is issued, or
 - (B) 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 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 day the first period of leave began.

ARTICLE 22 - PAYMENT OF WAGES

22.01 Pay Periods

Pay periods shall be every two (2) weeks. Pay days shall be every second Thursday. Payment shall be directly deposited into the employee's bank account and each employee will receive a deduction sheet. Employees shall be paid in accordance with the wage schedule attached to and forming part of this Collective Agreement.

- 22.03 When an employee temporarily is assigned to a position paying a lower rate, her rate shall not be reduced.

- 22.04 **Full-time** employees shall progress to the next step in Schedule “A” every time she accumulates **one-thousand eight hundred and seventy-two (1,872)** hours of service. **Part-time and casual employees shall move to the next increment step after an employee works for one (1) year or accumulates one thousand four hundred and four (1,404) hours of service, whichever comes later.**
- 22.05 Employees who are specifically required to use their own vehicle in the performance of their duties shall be paid a mileage rate as set in Article 21.11 Employer Directed Education Leave.
- 22.06 Employees who are required by the Director to use a personal cell phone in the performance of their duties or for safety reasons shall receive a rate of up to thirty dollars (\$30) per month.
- 22.07 Part-time employees who are required by the Employer to attend mandatory staff or agency meetings on their days off shall be compensated at straight time rates for all hours spent at the meeting, but in no case shall a part-time employee receive less than three (3) hours' pay.
- 22.08 Premiums
- (a) Employees who work the night shift shall receive a one dollar **and twenty-five cent (\$1.25)** premium for each hour worked, on top of their regular wage.
- (b) When an employee is temporarily assigned duties of the Executive Director, she shall receive one dollar and fifty cents (\$1.50) per hour while performing these assigned duties, on top of their regular wage.
- 22.09 **Previous experience and or education or a combination of the two (2) that is directly applicable to the job description of the position applied for may affect the starting salary of a newly hired employee. The Employer agrees to not hire any employee at a step higher than Step 2. It is at the Employers discretion to hire at Step 1 or 2.**

ARTICLE 23 - JOB CLASSIFICATION/RECLASSIFICATION

23.01 Job Description

The Employer agrees to draw up and forward all job descriptions for all positions for which the Union is the bargaining agent within six (6) months of the signing of this Agreement.

- 23.02 When a new job is created within the bargaining unit, the rate of pay will be in accordance with the funding provided by Family Violence Prevention Program. The wage will be effective the date the position was filled.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 Pension Plan

Eligible employees are entitled to participate in the Community Agency Benefit Plan. The Employer will pay the Employer premium. Employee premiums are to be deducted from pay biweekly by the Employer and remitted.

24.02 Benefit Plan

Eligible employees are entitled to participate in the Chamber of Commerce Benefit Plan. The Employer and employee shall each pay fifty percent (50%) of the cost of the premiums. Employee premiums are to be deducted biweekly from pay by the Employer and remitted. Deductions will not occur for the third pay period in a month.

24.03 Long Term Disability

Eligible employees are entitled to participate in the Chamber of Commerce Long Term Disability Plan. Each employee shall pay premiums as required by the plan.

ARTICLE 25 - TERMINATION

25.01 An employee may terminate their employment upon giving two weeks' written notice. Where lesser or no notice is given by the employee, the Employer reserves the right to withhold monies equal to the wages otherwise payable during the period where notice was not given.

25.02 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of a new employee without recourse to the grievance procedure, or
- (c) in the event an employee is dismissed for just cause to justify lesser or no notice, or
- (d) in the case employment terminates pursuant to Article 14.12.

25.03 The Employer will make available, the following pay period after termination, all amounts due to the employee, including wages and pay in lieu of unused vacation entitlement.

- 25.04** When an employee resigns, the Executive Director shall conduct an exit interview within seven (7) working days following the day of resignation. The Executive Director shall inform the board of the circumstances at the time of the resignation.

ARTICLE 26 - TERM OF AGREEMENT

- 26.01 This Agreement shall be in full force from May 1, 2018 to April 30, 2022.
- 26.02 (a) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force:
- (i) until one (1) year after the expiry date, or
 - (ii) until a new agreement has been reached, or
 - (iii) the date on which the Union takes strike action, or
 - (iv) the date on which the Employer institutes a lockout, whichever occurs first.
- (b) The Union agrees to give the Employer at least one (1) week's (seven [7] days) written notice as to the date of intended strike action.
- (c) The Employer agrees to give the Union at least one (1) week's (seven [7] days) written notice as to the date of intended lockout.
- 26.03 This Agreement may be amended in writing during its term by mutual agreement.

ARTICLE 27 - GENERAL

27.01 Plural and Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties so require.

27.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer may require the removal of unlawful or otherwise inappropriate material.

27.03 No employee without consultation with the Director shall be required to admit a client into the building if the employee has reason to believe such admission would pose a threat to her safety. No employee shall be required to perform a home visit that she reasonably believes would pose a threat to her safety.

27.04 The employee and Employer shall agree to a protection plan whenever employees are required to leave the building to perform their duties. Should they be unable to agree to such a plan the shop steward shall also be consulted. If still no agreement can be reached the Safety and Health Officer of the Province may be consulted.

27.05 Strikes and Lockouts

The Union agrees that during the life of this Agreement there shall be no strikes, picketing, slowdowns, or stoppages of work, either complete or partial; and the Employer agrees that there shall be no lockouts.

27.06 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Equity, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

27.07 Domestic Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Should any employee advise the Employer that they are involved in a domestic violence situation, the employee, Union, and Employer will meet to discuss protection planning for the individual and, to the extent required, the workplace. At the request of the employee a counselor or other support person may be present for any meetings. **The parties agree to maintain confidentiality in respect to all matters related to an employee's leave under this clause.**

For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

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 leave.

There are two parts to domestic violence leave. One part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period.

Employees are entitled to be paid for up to five (5) days of domestic violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the employer of the days to be paid.

Employees must give their Employer as much notice as is reasonable and practicable in the circumstances.

The Employer agrees to follow the details described in the current Manitoba *Employment Standards Code*.

ARTICLE 28 - STAFF ACCESS TO THE BOARD

28.01 Copies of all annual board reports and minutes shall be accessible to all employees.

28.02 Staff Access to the Board

Staff may request from the Employer the right to attend a Board meeting to: report on their duties as related to shelter business; present concerns that are not being dealt with by the Labour/Management Committee, or to make a presentation to the Board. The Employer will duly consider and evaluate such requests on a case by case basis to ensure fairness in accessing the Board. Where the Employer accepts a request by staff to attend a Board Meeting, such attendance at board meetings is unpaid and voluntary.

ARTICLE 29 - EVALUATIONS

29.01 The Employer shall complete a written appraisal of an employee's performance at least once annually. The evaluation should include a self-assessment prepared by the employee, and the evaluation prepared by the Executive Director. The employee will be given the exact copy of the appraisal.

29.02 All staff performance appraisals shall be kept in the employees' personnel files. Employees shall be entitled to provide any written response to their evaluation which would be included in their file.

ARTICLE 30 - STAFF MEETINGS

30.01 Employees regularly scheduled will continue to be paid their regular rate of pay.

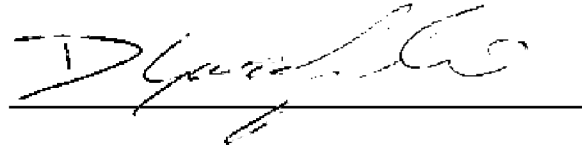
30.02 Staff meetings are mandatory for full-time and optional for part time employees. Exceptions for full-time employees will be made in consultation with the Employer, based on shelter needs and staff member availability. **All absent staff members are responsible to review the staff meeting minutes.**

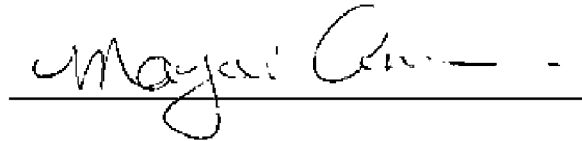
ARTICLE 31 - LETTERS OF CONFIRMATION OF EMPLOYMENT

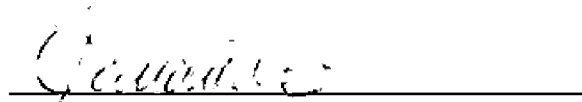
31.01 Only the Executive Director will provide a written confirmation of employment as the designated representative for the Eastman Crisis Centre Inc. – Agape House Letters of Reference will be planned and given at the discretion of the Executive Director.

Signed this _____ day of _____, 2021.

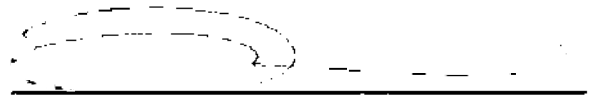
**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2348:**

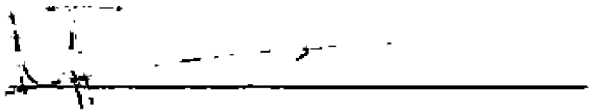






**FOR EASTMAN CRISIS CENTRE INC.
- AGAPE HOUSE:**





SCHEDULE "A"
Eastman Crisis Centre Inc. - Agape House

Wages**Effective May 1, 2018**

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Counsellor 1	\$18.03	\$19.10	\$20.18	\$21.25	\$22.27
Counsellor 2	\$16.40	\$17.46	\$18.53	\$19.62	\$20.64
Shelter Support Worker	\$15.68	\$16.76	\$17.83	\$18.90	\$19.92

Effective May 1, 2019

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Counsellor 1	\$18.03	\$19.10	\$20.18	\$21.25	\$22.27
Counsellor 2	\$16.40	\$17.46	\$18.53	\$19.62	\$20.64
Shelter Support Worker	\$15.68	\$16.76	\$17.83	\$18.90	\$19.92

Effective May 1, 2020

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Counsellor 1	\$18.17	\$19.24	\$20.33	\$21.41	\$22.44
Counsellor 2	\$16.52	\$17.59	\$18.67	\$19.77	\$20.79
Shelter Support Worker	\$15.80	\$16.89	\$17.96	\$19.04	\$20.07

Effective May 1, 2021

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Counsellor 1	\$18.35	\$19.44	\$20.53	\$21.62	\$22.66
Counsellor 2	\$16.69	\$17.77	\$18.86	\$19.96	\$21.00
Shelter Support Worker	\$15.96	\$17.05	\$18.14	\$19.23	\$20.27

A four (4) year agreement with the following increases:

May 1, 2018	0.00%
May 1, 2019	0.00%
May 1, 2020	0.75%
May 1, 2021	1.00%

Additionally, the Employer offered a one-time signing bonus to be paid upon ratification of this agreement. The signing bonus will be paid on the next regularly scheduled payroll with applicable taxes taken off. Signing bonuses will be as follows:

- **2.5% lump sum payment of regular hours worked from May 1, 2018 until April 30, 2019; and**
- **2.5% lump sum payment of regular hours worked from May 1, 2019 until April 30, 2020.**

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348
(hereinafter referred to as the "Union")

and

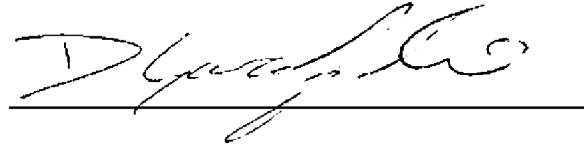
Eastman Crisis Centre Inc. – Agape House
(hereinafter referred to as the "Employer")

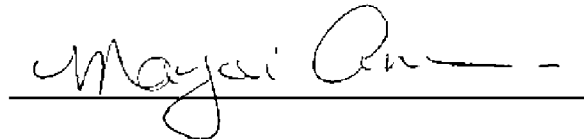
RE: SCHEDULED ROTATIONS

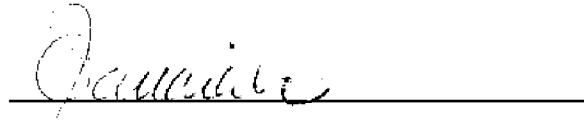
The Employer agrees to develop the scheduled rotations as outlined in 16.02 within three (3) months of ratification.

Signed this _____ day of _____, 2021.

**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2348:**







**FOR EASTMAN CRISIS CENTRE INC.
- AGAPE HOUSE:**



