

# Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees  
**Local 2348**

- and -



**Willow Place Inc.**

Term of Agreement:  
**April 1, 2022 to March 31, 2024**

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**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.

**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.

1.02 Definitions

- (a) An “employee” is a person covered by MLB Certificate No. 7165 issued in 2015 or as amended or expressly recognized by the Employer pursuant to Section 3.01.
- (b) The “Employer” shall mean Willow Place Inc.
- (c) The “Union” shall mean the Canadian Union of Public Employees, Local 2348.
- (d) A “full-time” employee is one who regularly and recurringly works seventy-five (75) hours biweekly.
- (e) A “part-time” employee is one who is not full-time and works on a regular and recurring basis.
- (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 one who is not regularly scheduled to work on a recurring basis.
- (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 one (1) year.

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

- (a) Casual employees shall receive vacation pay at the rate of four percent (4%) of their regular pay.
- (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 18.03 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 payment in accordance with Article 5.
- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (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) Articles 10 and 11 herein apply only with respect to the terms of this Article.
- (i) Casual employees shall accrue seniority in accordance with Article 13.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 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, from time to time, 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.
- 2.02 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 3 - RECOGNITION**

#### 3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Manitoba Labour Board Certificate No. 4459 dated October 30, 1990, namely Family Violence Counsellors, Outreach Counsellors, Children's Counsellors, Support Workers, Cleaners, Trauma Informed Specialists, Intake Workers and Children Support Workers employed by the Employer, at Willow Place, in the City of Winnipeg, except those excluded by the Act.

#### 3.02 No Other Agreements

No employee shall be required to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.

3.03 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 thirty-seven and one-half (37½) hours per week. 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 37½ hours per week.

The pro rata formula shall be calculated as follows:

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

3.04 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.

### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer and the Union agree that there shall be no discrimination/ harassment as defined in the *Human Rights Code* of Manitoba or the *Workplace Safety and Health Act* against any employee. The defences available under that code are available to defend either party as applicable against Human Rights grievances brought under this Agreement.

4.02 The parties further agree that there shall be no discrimination or harassment against an employee based upon her/his membership or activity in the Union.

- 4.03 The parties agree to adhere to the Respectful Workplace Policy and the guidelines for the investigation and disposition of complaints jointly developed by the Employer and the Union in 1998. Any changes to these documents shall be by mutual agreement only.

#### **ARTICLE 5 - CHECKOFF OF UNION DUES**

- 5.01 The Employer shall deduct from every employee any regular monthly dues levied by the Union on its members.
- 5.02 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) 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.
- 5.03 Dues Receipts
- The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.
- 5.04 The Union shall notify the Employer 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 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- 6.01 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.
- 6.02 A representative of the Union shall be given an opportunity to meet each new full and part-time employee within regular working hours, without loss of pay, for up to fifteen (15) minutes during the first month of employment. The time of the meeting will be arranged in advance.
- The purpose is to acquaint the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 7 - CORRESPONDENCE**

- 7.01 The Employer will notify the CUPE National Representative, in writing, of all promotions, demotions, transfers, layoffs, resignations, terminations, 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 8 - LABOUR MANAGEMENT COMMITTEE**

### 8.01 Establishment of Committee

A Labour Management Committee shall be established consisting of up to two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall meet at least quarterly and shall enjoy the support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

### 8.02 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### 8.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer 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.

### 8.04 Health and Safety Committee

The Employer/employee representative will constitute at least four (4) members, one half (½) representing workers covered by this Agreement and not associated with management and will meet at least quarterly. The Committee shall function in accordance with Section 40 of the *Workplace Health and Safety Act* of the Province of Manitoba. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote a healthy occupational environment.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

9.01 Up to three (3) employees shall be allowed to attend meetings with the Employer for the purpose of contract negotiations without loss of wages or benefits provided the Union will reimburse the Employer for fifty percent (50%) of the cost of said wages and benefits upon being invoiced by the Employer. The Union will advise the Employer of the members of its negotiating 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.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

### 10.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents in preparing and in presenting her grievance in accordance with the grievance procedure.

10.02 The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in their performing of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no steward shall leave her work without obtaining the permission of her supervisor, and giving reasonable notice mutually agreed upon between the supervisor and steward. Such permission shall be provided as soon as possible and will not be unreasonably withheld.

10.03 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

### 10.04 Settling of Grievances

Step 1 - The aggrieved employee or employees shall first attempt to resolve the grievance by submitting the grievance in writing to her immediate supervisor. The grievance must be submitted within fifteen (15) working days of the event or knowledge of the event giving rise to the grievance. The supervisor shall render her decision within fifteen (15) working days after receipt of the grievance.

Step 2 - Failing satisfactory settlement being reached in Step 1, the Union will submit to the Willow Place Executive Director or designate a written statement of the particulars of the grievance and the redress sought within fifteen (15) working days of the supervisor's decision. The Willow Place Executive Director shall render her decision within fifteen (15) working days after receipt of the written statement.

Step 3 - Failing satisfactory settlement being reached in Step 2, the Union will submit the grievance to the Chairperson of the Personnel Committee from the Board of Directors or designate of the Employer within fifteen (15) working days of receipt of the Executive Director's decision. The Personnel Committee will render their decision within fifteen (15) working days.

Step 4 - Failing satisfactory settlement at Step 3, the parties by mutual consent may refer the grievance to mediation. Both parties shall agree to the selection of a sole mediator within fifteen (15) working days following the matter being referred to mediation.

Step 5 - Within twenty-five (25) working days after receiving the Executive Director's reply and failing satisfactory settlement the Union may refer the dispute to arbitration by giving notice to the other party in writing. In the case of discharge or suspension, Step 1 of the grievance procedure shall be by-passed.

#### 10.05 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Employer files the grievance, Step 1 of this Article may be by-passed in the case of a Union grievance; and in the case of an Employer grievance the grievance shall be sent directly to the Union. The Union shall reply in writing to the Employer grievance within twenty-five (25) days. However, such grievances shall be filed within twenty-five (25) days following the event or knowledge of the event giving rise to the grievance in any event.

10.06 Within twenty-five (25) days after receiving the Union reply and failing satisfactory settlement the Employer may refer the dispute to arbitration by giving notice to the other party in writing.

#### 10.07 Failure to Act within Time Limits

The time limits specified above shall be directory in nature. The parties shall make all reasonable efforts to comply with them.

10.08 Representative(s)/Advisor(s) of the Canadian Union of Public Employees shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance.

## **ARTICLE 11 - ARBITRATION PROCEDURE**

- 11.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and/or email addressed to the other party to the Agreement.
- 11.02 Both parties shall agree to the selection of a sole arbitrator within fourteen (14) working days following the matter being referred to arbitration.
- 11.03 In the event of a failure to agree upon the sole arbitrator within fourteen (14) working days, the parties have agreed that the following arbitrators shall serve in rotation, namely:
- (a) Kristin Gibson
  - (b) G. Patrick S. Riley
  - (c) Mr. Keith LaBossiere
  - (d) Mr. Blair Graham
  - (e) Mr. John Korpesho
- 11.04 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.
- 11.05 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.
- 11.06 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 11.07 Disagreement on Decision
- Within fifteen (15) working 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 twenty (20) working days the sole arbitrator shall reconvene to clarify the decision.
- 11.08 Each party shall pay one-half (½) the fees and expenses of the sole arbitrator.
- 11.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 11.10 The time limits in the arbitration may be extended by the consent of the parties in writing.

**ARTICLE 12 - REPRIMAND, SUSPENSION AND DISMISSAL**

- 12.01 Where appropriate, employees shall receive coaching and mentoring before the disciplinary process starts, such reprimands do not constitute disciplinary action, are not noted in the personnel file, and are not grievable.
- 12.02 An employee may be disciplined, discharged, or suspended for just cause only, subject to Article 13.03.
- 12.03 The employee shall be notified in writing outlining the circumstances which made the disciplinary action necessary.
- 12.04 When a meeting is required between the Employer and employee for the purpose of investigating a discharge or disciplinary offence, the supervisor will inform the employee affected that she has the right to have a Union Steward or Officer present at such a meeting. It is understood that the Employer, the Union, and the employee will cooperate in the prompt disclosure of all relevant facts.
- 12.05 For the purposes of this Article there shall be only one official personnel file.
- 12.06 An employee shall have the right upon written request to review her personnel file and such review will take place within seven (7) working days of the request being made if practicable, but no longer than twenty(20) working days. The employee shall have the right to respond in writing to any document contained therein. Such response shall become part of the file. An employee shall have the right to a copy of any material contained in her personnel file. An employee is allowed to bring a Union representative if she so wishes.
- 12.07 The parties agree that an employee shall have the right to grieve any document being placed into an employee's personnel file that the employee believes to be inaccurate, unfair, or misleading.
- 12.08 The Employer agrees that all written documents of a disciplinary nature placed in an employee's personnel file shall not be utilized for disciplinary purposes after twenty-four (24) months provided the employee has not been further disciplined, with cause during that twenty-four (24) month period.

**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 shall be used in determining promotion, transfer, layoff and recall as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis.

13.02 Seniority List

The Employer shall maintain an up-to-date 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, including members' names, addresses, phone numbers and email addresses, shall be sent to the Union in January and June of each year.

13.03 Newly hired employee(s) shall be on a probationary basis for a period of nine hundred and seventy-five (975) hours from the date of hiring. For new part-time and casual employees, the probationary period shall be nine hundred and seventy-five (975) hours or twelve (12) months from the date of hiring, whichever comes first.

During the probationary period, employees shall be entitled to all rights and benefits of the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, arbitrary treatment, or bad faith as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 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 eighteen (18) months;
- (d) she does not report to work when recalled after two (2) 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; 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.

- 13.05 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) is on any period of approved parental leave;
  - (f) is on any period of workers' compensation benefits up to a maximum of twelve (12) months;
  - (g) is on any period of compassionate care leave under Article 21.13.
- 13.06 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 13.05 (f);
  - (c) is laid off for less than eighteen (18) 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 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 one (1) week. This posting will take place during the first week after the Employer makes the job available for application.

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 senior individual whose qualifications, ability and skill meet the requirements of the position.
- 14.04 A promoted or transferred employee shall be on a trial basis for a period of three (3) 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.
- 14.05 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 For the purposes of this Article grant and casual employees shall be considered senior to non-employees.
- 14.07 In the event that the employee is not able to or does not wish to complete the three (3) month trial period, she shall be returned to her former position, salary rate and previous seniority level. Any other employee who has been promoted or transferred because of the rearrangement of position shall also be returned to her former position and salary rate and without loss of seniority.
- 14.08 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.
- 14.09 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 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. **In the event that a temporary position needs to be**

**extended, the employee shall be notified in writing no less than three (3) weeks before the extension takes place.**

- 14.10 For the purposes of 14.08 and 14.09 an employee will only be entitled to be considered for two (2) temporary positions at any given time. The total number of regular work hours shall not exceed seventy-five (75) hours.

#### **ARTICLE 15 - LAYOFFS AND RECALL**

- 15.01 Layoff shall be defined as a reduction in the work force or a planned reduction in the regular hours of work as defined in this Agreement lasting two (2) or more consecutive weeks.
- 15.02 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, seniority shall be the deciding factors. Layoffs involving permanent employees shall only occur following the investigation and implementation of all other reasonable alternatives. Such alternatives may include, but are not restricted to, voluntary quits, voluntary leave of absence, voluntary job sharing and other employment opportunities within this bargaining unit.
- 15.03 Employees who are laid off shall be recalled to work in order of seniority provided they possess the necessary qualifications, skill and ability to perform the work required.
- 15.04 No new employee shall be hired until all employees on layoff have been given an opportunity of recall. Such notice will be by registered mail or courier and must be responded to within one (1) week.

#### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) Regular hours of work for full-time employees with the exception of the midnight shift (i.e., majority of hours between midnight and 8:00 am) shall be seven and one-half (7½) hours per day excluding meal periods and including rest periods.
- (b) Regular hours of work for full-time employees working the midnight shift shall be eight and one-half (8½) hours per shift, eight (8) shifts biweekly excluding meal periods and including rest periods. Full-time employees working the midnight shift shall work sixty-eight (68) hours biweekly and

be paid for seventy-five (75) hours and they will be credited with seventy-five (75) hours of seniority.

- (c) Full-time midnight staff shall only be paid overtime for any shift worked beyond sixty-eight (68) hours. Time worked beyond the normal workday or weekly period, as defined in Article 16, shall be considered as overtime.

16.02 (a) Employees working more than a seven (7) hour shift shall be entitled to one (1) unpaid, uninterrupted half hour meal period daily and two (2) paid, uninterrupted fifteen (15) minute rest periods daily.

- (b) Employees working a shift of less than five (5) hours shall be entitled to a fifteen (15) minute paid break. Employees working a five (5) to seven (7) hour shift shall be entitled to a fifteen (15) minute paid break and a thirty (30) minute unpaid meal period.

- (c) Employees working the midnight shift who are required to interrupt their meal period will resume their meal period after the interruption and receive an additional ten (10) minutes.

- (d) Staff coverage on weekend, day, and evening shifts, when only two staff are working the half (1/2) hour meal break will be paid for by the Employer.

16.03 An employee shall not be required to change shifts without first receiving at least twelve (12) consecutive hours off duty between shifts, unless otherwise agreed to between the employee and the Employer.

16.04 Shift schedules for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Requests for specific days off duty shall be submitted in writing at least one (1) week prior to the date being requested. Once posted, the shift schedule shall not be changed without the knowledge of the employee(s). The Employer agrees in cases of low occupancy, when it may be necessary to adjust working hours, every effort will be made to notify employees by 3:00 pm the previous day that shifts for the next day may be changed, reduced or cancelled.

16.05 Requests for interchanges in posted shifts shall be submitted in writing, co-signed by the employee willing to exchange shifts with the applicant, delivered to the Employer forty-eight (48) hours in advance of the change.

16.06 An employee will receive consideration in her scheduling to allow her to pursue academic course(s) to further her education. Whenever operationally possible service continuity being a consideration, the granting shall be based on her submitting her written request at least eight (8) weeks prior to commencing the academic courses.

16.07 During the term of this Agreement, the Employer will develop shift schedules on a rotating basis. Employees will be given the opportunity to choose a rotation based on seniority.

Once a rotation has been selected, such selection can only be changed in the following circumstances:

- (a) a permanent vacancy in a permanent rotation;  
or
- (b) a new rotation coming into effect due to operational requirements;  
or
- (c) by mutual agreement between affected employees. In this case the change shall be in writing, delivered to the Employer forty-eight (48) hours in advance of the change.

16.08 An employee shall receive a minimum of three (3) hours' pay at any time they are required to come to work.

16.09 Whenever possible the Employer shall make reasonable efforts to give reasonable notice to employees affected by a shift change. (Administrative directive to give at least three [3] hours' notice unless justified because of special circumstances or inability to reach employee.)

16.10 (a) **Voluntary Emergency Shift Coverage**

**If, after all avenues of securing replacement employees have been exhausted, and no replacement employee has been secured as per Article 16.10, the employee on shift as well as the next oncoming employee may agree to split the vacant shift. The employee on shift has the option of taking the full shift if the oncoming employee has not called back within three (3) hours past the start of the shift. Overtime compensation will apply as per Article 17.02 (a).**

**The Employer will ensure appropriate staffing levels as per Service Purchase Agreement with the Province of Manitoba.**

(b) **Replacing Staff**

When replacing employees who are absent due to illness or vacation, the Employer will assign those shifts to part-time and casual employees who have indicated their availability to fill those shifts, in accordance with Article 17.06 based on seniority and qualifications.

If the Employer is unable to fill the shift with a part-time or casual employee, it will be offered to full-time employees in seniority order and who are qualified to perform the work available.

- 16.11
- (a) A casual employee 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 one (1) month period, will be removed from the call-in list and will not be considered to be in the employment of Willow Place Inc.
  - (b) The Employer shall provide written notification after three (3) weeks of refusal to a casual employee who does not work the hours required under (a) of the consequences of termination under this Article.
  - (c) If applicable, the one (1) calendar month period shall be extended by the number of calendar days equivalent to the duration of an illness, injury, or approved leave.
  - (d) All casual staff must provide their availability and be able to work shifts that include days, evenings, weekends, and one (1) overnight shift per month.
  - (e) Newly hired casual employees, when hired at the same time, shall be given equal opportunity to be able to work on shifts for a period of three (3) months from the date of hiring, regardless of seniority. All casual employees shall accrue seniority as per the terms of this Collective Agreement.
  - (f) All casual staff must submit their availability by the 1st of every month for the following month. In the event that a casual staff does not meet the deadline to submit their availability for the upcoming month, the Employer holds the right to use the availability submitted for the previous month to schedule shifts in the upcoming month.
  - (g) All casual staff members when scheduled for a shift, based on the availability provided, are expected to work that shift. In the event that a casual staff is unable to work a scheduled shift, it is the responsibility of the casual staff to find a replacement based on seniority. In the event of unforeseen circumstances, the call out procedure must be followed.

## **ARTICLE 17 - OVERTIME**

- 17.01 All authorized time worked beyond the normal work day or weekly period as defined in Article 16 shall be considered as overtime.

17.02 Compensation for Overtime

- (a) Overtime shall be paid for at a rate of time and one-half (1 ½ x).
- (b) **Overtime shall be paid at a rate of double time (2x) for Emergency Shift Coverage Situations, as per Article 16.10 (a).**

17.03 In lieu of overtime pay an employee may choose to bank up to two (2) days during each month to be used within thirty (30) days unless otherwise mutually agreed.

17.04 Overtime shall be on a voluntary basis and no employee shall be required to work overtime against her wishes.

17.05 If an employee gets called into work while on vacation, they will be paid overtime at time and one-half (1.5) their regular rate plus the vacation day back.

17.06 All staff shall be required to fill out and sign an availability form for overtime shifts.

**ARTICLE 18 - HOLIDAYS**

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

- |                                |  |
|--------------------------------|--|
| (a) New Year's Day             | (h) Labour Day                                       |
| (b) Louis Riel Day             | (i) <b>National Day for Truth and Reconciliation</b> |
| (c) International Women's Day* | (j) Thanksgiving Day                                 |
| (d) Good Friday                | (k) Remembrance Day                                  |
| (e) Victoria Day               | (l) Christmas Day                                    |
| (f) Canada Day                 | (m) Boxing Day                                       |
| (g) Terry Fox Day              |  |

**and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.**

\*International Women's Day will be treated as a floating holiday and will not be observed on March 8<sup>th</sup>. International Women's Day is not subject to overtime rates.

18.02 An employee who is scheduled to work shall be paid at one and one-half (1½) 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 pay or another day off with pay at a time mutually agreed upon by the employee and the Employer. Failing mutual agreement, the Employer shall assign the day off as reasonably as practical in the opinion of the Employer.
- 18.04 The statutory standard of eligibility shall apply in determining whether an employee qualifies for payment of holidays as outlined in this Article.
- 18.05 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.
- 18.06 In allocating the Christmas Holiday period the Employer will grant each employee as many consecutive days off as operational requirements permit, in the opinion of the Employer.
- 18.07 Unless otherwise agreed to by the Employer and employee, an employee shall not be obligated to work both Christmas Day and New Year's Eve. The period of time covered by this clause with respect to New Year's Eve would be from 7:30 pm on the 31<sup>st</sup> to 7:30 am the following day.

## **ARTICLE 19 - VACATIONS**

- 19.01 Vacation entitlement shall be calculated based on the number of years of continuous service at the employee's anniversary date. The vacation year will be from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the next year.
- (a) During any year of continuous employment - the full vacation entitlement that the employee would have been entitled to upon completion of that year may be taken in advance of fully being earned. If the employment of that employee comes to an end prior to that vacation being fully earned, pay for the unearned portion taken will be deducted by the Employer from the final paycheque.
  - (b) During the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) years of continuous employment - 112.5 hours (15 working days based on a 7.5 hour shift);
  - (c) During each of the fifth (5<sup>th</sup>) to tenth (10<sup>th</sup>) year of continuous employment - 150 hours (20 working days based on a 7.5 hour shift);
  - (d) During each of the eleventh (11<sup>th</sup>) to fourteenth (14<sup>th</sup>) year of continuous employment - 187.5 hours (25 working days based on a 7.5 hour shift);

- (e) After fourteen (14) years of continuous service - 225 hours (30 working days based on a 7.5 hour shift).

19.02 Vacation entitlement for other than full-time employees shall be as follows:

- (a) One (1) year to four (4) years of service - vacation pay in the amount of six percent (6%) of her regular earnings for the previous twelve (12) months based on anniversary date.
- (b) Five (5) to eleven (11) years of service - vacation pay in the amount of eight percent (8%) of her regular earnings for the previous twelve (12) months based on anniversary date.
- (c) Eleven (11) to fourteen (14) years of service - vacation pay in the amount of ten percent (10%) of her regular earnings for the previous twelve (12) months based on anniversary date.
- (d) After fourteen (14) years of service or more - vacation pay in the amount of twelve percent (12%) of her regular earnings for the previous twelve (12) months based on anniversary date.

19.03 If a paid holiday falls on or is observed during an employee's vacation period, she shall be granted an additional day's vacation.

19.04 Vacation pay for each hour of vacation shall be at the regular rate of pay effective immediately prior to the vacation period or shall be equal to a percentage of gross annual earnings, whichever is greater. Earnings include, but are not limited to, wages, premiums, the previous year's holiday pay and vacation pay, Workers' Compensation, sick leave, and income disability benefits.

19.05 The Employer shall post a **request, via email, that employees submit desired** vacation request form for a twelve (12) month period no later than January 15<sup>th</sup> of each year and allow employees to express their preference as to dates for a period of one (1) month provided employees receive notice of accrued vacation on or before January 15<sup>th</sup> of that year. The employer will post an approved vacation schedule no later than March 15<sup>th</sup> and such vacation shall not be changed unless mutually agreed by the employee and the Employer.

19.06 When a request is submitted by February 15<sup>th</sup>, vacation will be granted by seniority. If a request is received after February 15<sup>th</sup>, vacation will be granted on a first come first serve basis.

19.07 At the employee's request, up to five (5) days of vacation leave may be carried forward to the next year to supplement the vacation period of that year. Such deferral must be at the request of the employee and must be approved by the Executive Director. Deferral arrangements must be documented and filed. Under

no circumstances may deferred vacation plus current year's entitlement exceed thirty (30) days.

- 19.08 Vacation earned in any year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee.
- 19.09 Notwithstanding Article 19.06 employees may elect to take vacation for periods as little as one (1) day at a time.
- 19.10 By December 1<sup>st</sup> of each year, the Employer shall advise each employee in writing of the amount of vacation leave remaining (i.e., that has not been taken or scheduled) to her credit and what vacation she has used.

Employees will be given until December 31<sup>st</sup> to request their preference for remaining vacation entitlement. The vacation will be granted by seniority, subject to operational needs and subject to vacation already approved. Any remaining vacation not requested by January 1<sup>st</sup> will be scheduled by the Employer.

19.11 Long Service Recognition - Vacation

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

The provision of this Article cannot be cashed out. It must be taken as time off.

19.12 Part-time Vacation

Effective April 1, 2015, part-time employees will no longer receive vacation pay on each regular paycheque. During the period April 1, 2015 to March 31, 2016 part-time employees will receive vacation time off as in past years, without pay. Effective April 1, 2016, and onward, part-time employees will receive vacation time off as in past years but will also receive vacation pay on a pro rata basis. For example, a part-time employee who is entitled to four (4) weeks' vacation, who takes a week of vacation will receive one-quarter ( $\frac{1}{4}$ ) of their vacation pay entitlement based on their previous year's earnings.

Note: Earnings refers to how vacation pay is currently calculated.

## **ARTICLE 20 - INCOME PROTECTION**

### 20.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work by virtue of illness or injury, or in attendance at an appointment, or under the care of a doctor, dentist, or other health practitioner, in any case, for which compensation is not payable under the *Workers' Compensation Act*.

The employee shall make every reasonable effort to schedule her appointment outside of working hours.

### 20.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1¼) days per month of service. Part-time employees shall earn a prorated amount of sick leave credits based on paid hours. The unused portion of an employee's sick leave shall accrue for her future use to a maximum of 637.5 hours.

20.03 Should an employee be incapacitated due to illness or injury for three (3) days or longer during her vacation period, any time so taken shall, at her request, be credited to her vacation bank. Such leave must be documented with a medical certificate if requested by the Employer.

### 20.04 Illness in the Family

An employee shall be entitled to use accumulated sick credits for the purpose of providing for the needs during illness of a person in the employee's family as defined in Article 21.02.

20.05 An employee may be required by the Employer to provide a certificate from a medical practitioner for any claim for sick leave. In the event an employee is claiming three (3) days or less of sick leave, such proof shall only be required if the Employer has reasonable grounds to suspect abuse thereof.

### 20.06 Documentation of Illness

The Employer reserves the right to require a certificate from a medical 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 is suspected;
- (c) to determine the approximate length of sick leave;

(d) to establish the employee's ability to perform the duties of her position.

Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits.

The Employer shall reimburse the employee for any reasonable cost incurred in obtaining required documentation.

20.07 Self-Care Days

An employee shall be entitled to use up to five (5) days per year of the employee's accumulated sick leave for self-care days that can be taken at the employee's discretion. These days cannot be used to extend vacation leave unless mutually agreed by the Employer and the employee.

**Additionally, the Employer shall provide one (1) paid mental health day per year for all staff. (Not to be drawn from the employee's accumulated sick leave.)**

20.08 Within one month of the close of the fiscal year the Employer shall advise each employee in writing of the amount of sick leave accrued to her credit.

20.09 The parties agree that no employee shall have their employment terminated solely as a result of making an application or receiving benefits through Workers' Compensation.

20.10 MPIC Advance

(a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation. The employee shall be entitled to receive full sick leave benefits for any period of time deemed to be a "waiting period" by MPIC.

(b) Subject to (a), where an employee has applied for MPIC benefits and where a loss of normal salary would result while awaiting the MPIC decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

(i) Advance payment(s) shall not exceed the employee's basic salary as defined under the terms of this agreement (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.

(ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPIC

decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated sick leave credits.

- (c) The employee shall reimburse the Employer by assigning sufficient MPIC 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 MPIC directly to the employee.
- (d) In the event that MPIC disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) 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.

20.11 When an employee is laid off on account of a lack of work, she shall not receive sick leave credits for the period of such absence but shall retain her cumulative credit, if any, existing at the time of such layoff.

This provision also applies to employees who went from a permanent/term position, where they had banked income protection, to a casual position. It is recognized that while working as a casual the employee would not be entitled to income protection until they are in a term/permanent position.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.01 Leave of Absence for Union Functions

- (a) Upon request to the Employer, an employee elected or appointed to represent the Union at a convention, committees or seminars shall be allowed leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually to a maximum of four (4) years, by mutual consent of the Union and the Employer.
- (b) Members who are requested by the Union to attend to Union business or who accept employment with the Union of a short term nature shall remain on payroll and retain all benefits. The Union shall remit all salary and benefit costs for such instances in a timely fashion upon invoice by the Employer.

21.02 Bereavement Leave

- (a) An employee shall be entitled to bereavement leave of five (5) working days' leave without loss of pay or benefits in the case of the death of a parent, **stepparent**, spouse, common-law spouse (cohabiting one [1] year continuously, including same sex partner), sibling, **stepbrother**, **stepsister**, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law, or any relative in the household. Additional unpaid leave may be granted upon application to the Employer.
- (b) An employee shall be entitled to **bereavement** leave of one (1) working day without loss of salary to attend the funeral in the event of the death of an employee's stepparent, stepbrother, stepsister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, or uncle. It also includes those who are not related, but whom the employee considers to be like a close relative. Additional unpaid leave may be granted upon application to the Employer.
- (c) One (1) **additional day of paid** bereavement leave **shall be granted** at the employee's request for use in the case where actual interment or cremation is at a later date.

21.03 Court Leave

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay for straight time hours necessarily lost from work and remit to the Employer any payment received except reimbursement of expenses.

21.04 **Birthing Leave (AKA Maternity Leave)**

- (a) Employees are eligible for maternity leave once they have completed seven (7) consecutive months of employment with the Employer.
- (b) An employee is required to provide the Employer with an application in writing at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave.
- (c) An employee is required to provide **their** Employer with a certificate from a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of delivery.
- (d) An employee who qualifies is entitled to maternity leave consisting of a period not exceeding seventeen (17) weeks if delivery occurs on or before the day of delivery specified in the certificate mentioned in Article 21.04 (c); or 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 21.04 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

- (e) The employee may, upon request, receive an additional leave of absence without pay for a further period of up to one (1) year.
- (f) An employee who wishes to resume **their** employment on the expiration of leave granted to **them** in accordance with this section shall be reinstated by the Employer in the position occupied by **them** at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (g) 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.

#### 21.05 Parental Leave

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

Every eligible employee who,

- (a) **becomes the natural birthing parent** of a child;
- (b) in the case of a **non-birthing employee**, becomes the **natural parent** of a child or assumes actual care and custody of **their** new-born child; or
- (c) adopts a child under the law of the province.

shall be entitled to parental leave.

21.06 An employee must submit an application in writing to the Employer at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

21.07 An employee who qualifies is entitled to parental leave consisting of a continuous period up to thirty-seven (37) weeks in the case of standard parental leave or up to sixty-three (63) weeks in the case of extended parental leave.

21.08 Parental leave must commence no later than eighteen (18) months after the date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

21.09 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.

21.10 Benefits during **Birth**ing Leave (AKA **Maternity Leave**)/Parental Leave

The employee shall have the right to continue all payments for benefits as per Article 24.

21.11 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing. Seniority shall not accrue during the period of absence.

21.12 The Employer shall reimburse the costs of training designed to improve the employee's quality of performance provided such programs have been approved by the supervisor in writing. The course must be successfully completed, and the amounts must be in accordance with said approval.

21.13 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member 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 (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - (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;
  - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue while on compassionate care leave.
- (h) Subject to the provisions of Article 20, an employee may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 21.02.

#### 21.14

#### **Interpersonal 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. 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.

- (a) An employee who is a victim of **interpersonal** violence or who has a **dependent who is a victim of interpersonal violence** is entitled to both of the following **interpersonal** violence leaves per year:
  - (i) Paid leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period; and
  - (ii) Leave of up to seventeen (17) weeks to be taken in one (1) continuous period or ten (10) unpaid days that can be taken in intermittent days.
- (b) An employee may take an **interpersonal** violence leave for one (1) or more of the following purposes **as they relate to the employee or the employee's dependent**:
  - (i) To seek medical attention for the employee or the employee's child in respect to a physical or psychological injury or disability caused by the **interpersonal** violence;
  - (ii) To obtain services from a victim services organization;
  - (iii) To obtain psychological or other professional counselling;
  - (iv) To relocate temporarily or permanently;
  - (v) 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; and
  - (vi) Any other prescribed purpose.
- (c) Leave taken under this Section is an unpaid leave, except for ten (10) paid days as outlined in Section (d).
- (d) An employee shall be granted up to ten (10) paid days of leave per year, provided that when giving notice under (f) the employee notifies the Employer which days, if any, are to be paid leave.
- (e) The amount an Employer must pay an employee for a paid day of leave under this Article must not be less than:
  - (i) the wage the employee would have been paid had the employee worked his or her regular hours of work on the day or leave; or

- (ii) five percent (5%) of the employee's total wages, excluding overtime, for the four (4) week period immediately preceding the day of leave if:
  - (A) the number of hours worked by the employee in a normal workday varies from day to day, or
  - (B) the employee's wages for regular hours of work varies from day to day.
- (f) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### 22.01 Pay Periods

Pay periods shall be every two (2) weeks. Pay days shall be every second Friday. A deduction sheet shall be included with each paycheque. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

22.02 When an employee is assigned by the Employer to a higher paying position, she shall receive the rate for the job.

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

22.04 Employees shall be reimbursed for reasonable, necessary expenses incurred for the emergency needs of a client as documented by receipt.

- 22.05 Employees who are specifically required to use their own vehicle in the performance of their duties shall be paid mileage at the rate of **fifty-five cents (55¢)** per kilometre.
- 22.06 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.
- 22.07 A part-time employee who works more than thirty (30) hours/week is eligible to be granted her merit increment on an annual basis, as in Article 22.06.
- A part-time employee who works less than thirty (30) hours/week will receive increments on the basis of one (1) increment for each 1,560 hours worked or one year's service, whichever occurs later. In the case of the increment being applied to the one thousand five hundred and sixty (1,560) hours, it shall be applied to the pay period following the completion of one thousand five hundred and sixty (1,560) hours worked.
- When an existing employee is hired into a new position, for which step one on the salary scale for the new position is less than what the employee is earning in her current position, the employee should be placed on the first step of the new salary scale that is higher than their current rate of pay.
- 22.08 Registry Checks
- The Employer shall pay one hundred percent (100%) of the cost for the renewal of Criminal Records, the Child Abuse Registry and Adult Abuse Registry checks.
- 22.09 Food Handler's Course
- The Employer shall pay one hundred percent (100%) of the cost of recertification of the Food Handler's Course for all staff who cook on a regularly scheduled basis.
- 22.10 Hepatitis A/B Shot
- The Employer shall pay one hundred percent (100%) of the Hepatitis A/B shots. In order to be entitled to the provisions of this Article employees must have completed their probation period and must be eligible for benefits under the benefit plan.
- 22.11 An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of **two dollars (\$2.00)** per hour for that shift.

## **ARTICLE 23 - JOB CLASSIFICATION/RECLASSIFICATION**

### 23.01 Job Description

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

The Union shall be consulted about proposed changes to job descriptions before implementation. Copies of existing job descriptions shall be delivered to the Union following signing of this Collective Agreement.

23.02 When a new job is created within the bargaining unit, the rate of pay shall be negotiated with the Union. Failing successful resolution in negotiations, the matter shall be referred to the Personnel Committee, and if unresolved, proceed to arbitration. The wage shall 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 Agencies Benefit Plans (CAB) Pension Plan, or another plan mutually agreed upon between the Union and Employer, provided they pay the employee premium specified by the 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 shall participate in the **Canada Life** Benefit Plan, or another plan mutually agreed upon between the Union and Employer. 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 (3<sup>rd</sup>) pay period in a month.

### 24.03 Long Term Disability

Eligible employees shall participate in the **Canada Life** Long Term Disability Plan, or another plan mutually agreed upon by the Union and the Employer. Each employee shall pay premiums as required by the plan.

24.04 Employee **Family** Assistance Plan

Eligible employees shall participate in the Provincial Employee **Family** Assistance Program. The cost of this benefit will be paid by the Employer up to an amount of thirty dollars (\$30) per eligible employee.

24.05 CPR Training

During the term of the Collective Agreement, the Employer agrees that it will provide recertification of CPR training to all existing staff who have previously received such certification. Time spent attending this course will be considered as time worked and the Employer will assume all costs, if any, of this recertification.

24.06 The Employer agrees to maintain an appropriate supply of medicated shampoos and body washes for employees' use in the treatment of lice and scabies.

24.07 Vision Care Plan

(a) Eligible employees will be covered for an eye exam as per Employer's approved Health Benefit Plan,

(b) and up to one hundred dollars (\$100) every twenty-four (24) months towards prescribed glasses and/or prescribed contact lenses for an employee,

to those employees covered by Group Insurance upon presentation of original receipts, and, where appropriate, original prescription.

24.08 Health Spending Account (HSA)

**The Organization will be implementing an HSA to the Canada Life benefit package effective January 2023. This will be 100% Employer paid. All employees who are covered under the health benefits, will receive a \$400 HSA annually. This will be per employee/family.**

**ARTICLE 25 - TERMINATION**

25.01 An employee may terminate their employment upon giving two (2) weeks' written notice when reasonably possible.

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 subject to Article 13.03, 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 13.04.

25.03 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including wages and pay in lieu of unused vacation entitlement.

### **ARTICLE 26 - TERM OF AGREEMENT**

- 26.01 (a) This Agreement shall be in full force and effect from April 1, 2022 to March 31, 2024.
- (b) 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 a new agreement has been reached, or
  - (ii) the date on which the Union takes strike action, or
  - (iii) the date on which the Employer institutes a lockout, whichever occurs first.
- (c) 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.
- (d) 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.
- 26.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration. Within thirty (30) calendar days the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 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 shall be required to work alone in the building at any time. No employee 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.

27.04 **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.

27.05 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.

**ARTICLE 28 - STAFF ACCESS TO THE BOARD**28.01 **Copies of Resolutions**

Copies of all Board minutes, motions, resolutions, bylaws, rules, and regulations shall be forwarded to the Union.

28.02 A staff member selected by the staff shall be entitled to serve on the Board. The staff representative shall have full voice and vote on all matters except (a) on matters involving the administration of the Collective Agreement; and (b) on matters involving personnel issues regarding employees who are not members of the bargaining unit. Where Board discussion concerns matters as outlined in (a) or (b), the staff representative shall declare a conflict of interest and absent herself from the discussion and the vote.

**ARTICLE 29 - AMALGAMATION/MERGER/REGIONALIZATION**


29.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

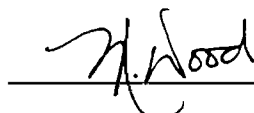
- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging employers.
- (e) The Employer will make every reasonable effort to assign employees to existing or newly created positions.
- (f) Preference in location of employment in the merged organization shall be on the basis of seniority.

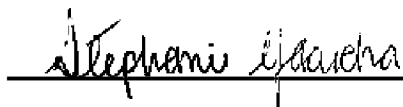
This Collective Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

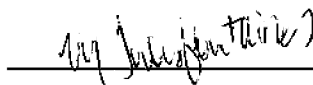
**ON BEHALF OF:  
WILLOW PLACE INC.:**

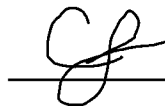
  
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**SCHEDULE "A"****Willow Place Inc.****WAGES****Effective April 1, 2022 - 10% Increase**

<b>Classification</b>	<b>Step 1 Hourly</b>	<b>Step 2 Hourly</b>	<b>Step 3 Hourly</b>	<b>Step 4 Hourly</b>	<b>Step 5 Hourly</b>	<b>Step 6 Hourly</b>
Child Support II Support Worker	\$16.70	\$17.76	\$18.92	\$20.12	\$17.79	\$24.75
Cleaner	\$14.65	\$15.56	\$16.75	\$18.00	\$19.40	\$22.64
Cook	\$17.60	\$18.27	\$18.93	\$19.61	\$20.35	\$23.02
Counsellor II	\$22.87	\$23.78	\$24.73	\$25.74	\$26.75	\$30.22
Intake Worker (includes \$2.00 Shift Premium)	\$22.67	\$23.55	\$24.51	\$25.50	\$26.50	\$29.91
Residential Support	\$19.96	\$21.04	\$22.21	\$23.41	\$24.68	\$28.31
Trauma Informed Specialist	\$23.49	\$24.41	\$25.41	\$26.41	\$27.48	\$31.02

**Effective April 1, 2023 - 4% Increase**

<b>Classification</b>	<b>Step 1 Hourly</b>	<b>Step 2 Hourly</b>	<b>Step 3 Hourly</b>	<b>Step 4 Hourly</b>	<b>Step 5 Hourly</b>	<b>Step 6 Hourly</b>
Child Support II Support Worker	\$17.37	\$18.47	\$19.68	\$20.92	\$18.51	\$25.74
Cleaner	\$15.24	\$16.19	\$17.42	\$18.72	\$20.18	\$23.54
Cook	\$18.30	\$19.00	\$19.69	\$20.40	\$21.16	\$23.94
Counsellor II	\$23.78	\$24.73	\$25.72	\$26.77	\$27.82	\$31.43
Intake Worker (includes \$2.00 Shift Premium)	\$23.57	\$24.49	\$25.49	\$26.52	\$27.56	\$31.11
Residential Support	\$20.76	\$21.88	\$23.10	\$24.34	\$25.67	\$29.44
Trauma Informed Specialist	\$24.43	\$25.38	\$26.43	\$27.47	\$28.58	\$32.26

- CUPE will be awarded the same wage increase that are given to any other bargaining unit within Willow Place during the term of this agreement.
- All employees who were on staff as of April 1, 2000 shall be placed on the new pay range Step 1 as of April 1, 2000. Employees hired after April 1, 2000 will be placed on the new pay range Step 1 as of their date of hire. [Arbitrator's Note: Whether this explanatory note is still necessary, I leave to the parties.]
- All employees to progress to the next step of the range upon completion of one thousand nine hundred and fifty (1,950) hours of service provided performance has been satisfactory.

**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.**

**RE: LETTERS OF CONFIRMATION OF EMPLOYMENT**


During the term of the agreement, on written request, the Employer will provide a written confirmation of employment. Letters of reference will be given at the discretion of the Employer.

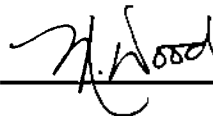
This Letter of Understanding expires March 31, 2005 unless renewed.

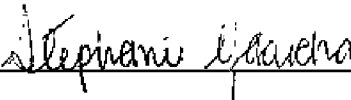
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

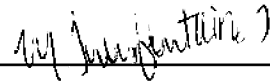
**ON BEHALF OF:  
WILLOW PLACE INC.:**


  
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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.**

**RE: ON CALL SHIFTS**

---

There will be no “on call shifts” during the term of this Agreement.

This Letter of Understanding expires March 31, 2005 unless renewed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

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**ON BEHALF OF:  
WILLOW PLACE INC.:**

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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.**

**RE: VACATION PLANNING**

---


The Employer has the right to ascertain the number of staff away on vacation at any point in time. However, the parties have also agreed that every reasonable effort, including but not restricted to increasing the hours for temporary staff, increased hours for casual staff, and additional casual staff recruitment will be used to permit a maximum number of regular staff to use their vacation when requested.

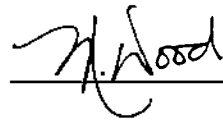
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

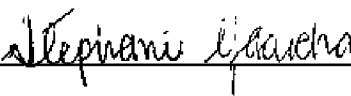
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

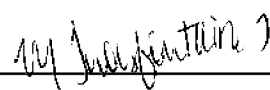
**ON BEHALF OF:  
WILLOW PLACE INC.:**


  
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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.**

**RE: CASE MANAGEMENT DEBRIEFING PLANNING**

The parties agree to meet and formulate a mutually agreeable method of debriefing and case management during the life of the Agreement.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

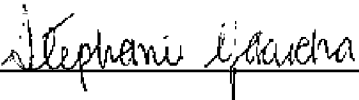
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

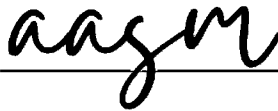
**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

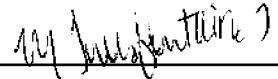
**ON BEHALF OF:  
WILLOW PLACE INC.:**


  
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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.**

**RE: PENSION PLAN**

---

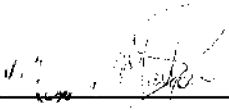
The parties agree to investigate moving to another pension provider in the event that there are any problems with the current Community Agencies Benefit Plan. A decision regarding any change to pension provider will be made by the parties.

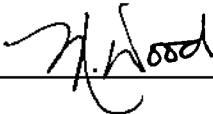
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

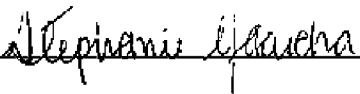
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

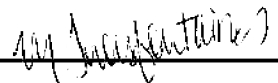
**ON BEHALF OF:  
WILLOW PLACE INC.:**


  
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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 2348**

and

**Willow Place Inc.****RE: JOB SHARING**

---

The Employer and the Union agree that where an employee wishes to share his/her position, that such Job Sharing agreements be mutually agreed upon using the following principles, provided however, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

**I. General**

Where an employee occupying a position wishes to share her position with another employee and has received formal approval from the Executive Director, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding (LOU). For the purposes of this LOU a position of a minimum of twenty-two (22) hours a week or the equivalent biweekly may apply to job share.

**II. Procedure**

1. An employee shall apply in writing to her Supervisor indicating the reason for the requests including the hours and days of the week the employee wishes to share and with whom the employee contemplates the Job Sharing arrangement. If the applicant comes to the Employer with a person to Job Share, this will be given first consideration and if they have not contemplated a Job Sharer then seniority will be the guiding factor. A copy of this request shall be forwarded to the Executive Director and the Union.
2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable Job Sharing arrangement, the Executive Director shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.

4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.
5. Where an employee's request is denied, the Union may request a meeting with the Executive Director to discuss the matter.

### III. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year expiring on the anniversary date unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II (3). Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the employee shall revert to working in his/her position under the terms and conditions applicable to the position unless some other Job Sharing arrangement has been agreed upon.

### IV. Employee Status and Working Conditions

1. A Full-time Employee in a Job Sharing arrangement shall continue to maintain the status of a Full-time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to apply for positions as a Full-time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Full-time Employees in Job Sharing arrangements are as follows:
  - (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (b) Paid leave benefits, such as Vacation, Public Holidays, and Sick Leave shall be earned on a proportionate basis in accordance with the ratio that

the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

- (c) If an employee chooses to maintain their full-time benefits, then the employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental, and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared otherwise the employee will revert to part-time benefits if they qualify under the Plan.

3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Full-time Employees:

- (a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared.

- (b) Paid Holidays (Article 18)

The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

- (c) Medical Services Plan, Extended Health, Dental, and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage. The employee will revert to part-time benefits as set out in the Collective Agreement subject to qualifying under the Plan if they choose not to maintain full-time coverage.

- (d) Sick Leave

For the period of the Job Sharing arrangement, the employee shall have sick leave days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(e) Pension Plan

Where an employee is contributing to the Pension Plan and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward the Pension Plan. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(f) Increments

A Full-time Employee sharing a position shall be eligible for increments upon the completion of the equivalent hours of service.

V. Regular Part-time and Casual Employees


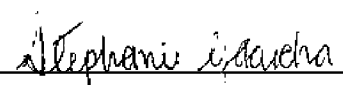
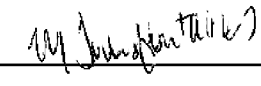
Part-time Employees sharing a portion of a position as a result of a Job Sharing arrangement shall retain their status as a Part-time Employee while job sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

A Casual Employee sharing a portion of a position as a result of a Job Sharing arrangement shall retain their status as a Casual Employee while job sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement, provided however that while job sharing they shall be eligible to receive the benefits that are applicable to a Part-time Employees. Upon expiry or termination of the Job Sharing arrangement, Casual Employees shall cease to be eligible for part-time benefits and shall be treated in accordance with their Casual status.

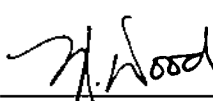
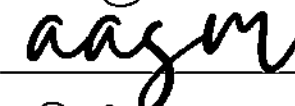

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ON BEHALF OF:  
CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 2348:**

  
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**ON BEHALF OF:  
WILLOW PLACE INC.:**

  
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