

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 2348

- and -



Genesis House
Shelter for Abused Women and Their Children

Genesis House Inc.
(South Central Committee on Family Violence)

Term of Agreement:
April 1, 2024 to March 31, 2029

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to provide for orderly collective bargaining relations between the Employer and its employees and to provide a process for the disposition of grievances and to regulate working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - INTERPRETATION

- 2.01 (a) "Dismissal": the removal of an employee for disciplinary reasons, from a position of employment for just cause.
- (b) (i) "Casual employee": are staff engaged on an irregular or unscheduled basis and shall be compensated as set out in Schedule "A". Casual employees shall not be covered under the provisions of this Collective Agreement, except:
- (A) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
 - (B) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.
 - (C) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at the basic rate of pay.
 - (D) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives payment.
 - (E) 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.
 - (F) Article 11 - Grievance Procedure and Article 12 - Arbitration herein apply only with respect to the terms of this Article.
 - (G) Casual employees shall accrue seniority for the purposes of vacancy selection. Casual employees' seniority shall be carried over into a full-time or part-time position.

(H) Casual employees required to work on a recognized holiday as listed under 22.01 (a) shall be paid at time and a half (1½). Casual employees shall be entitled to general holiday pay as per Article 22.04.

(ii) “Full-time employee”: an employee regularly scheduled to work full-time hours as described in Article 17 - Hours of Work.

(iii) “Part-time employee”: an employee regularly scheduled for fewer hours than full-time employees as described in Article 17 - Hours of Work.

All part-time employees shall receive the wage rates and salaried benefits specified in this Collective Agreement on a pro rata basis according to **their** hours of work. Membership in benefit plans shall be subject to the terms and conditions outlined in the benefit plan.

(iv) “Term employee”: an employee hired for a specific period of time or for completion of a specific job or until the occurrence of a specified event.

(v) “Grant employee”: an employee who is hired to work on a specific project until completion of that project or for specific period of time as determined by a grant until completion of that project or for a specific period of time as determined by a grant from a third party. Unless the Union and the Employer agree otherwise, a grant employee will have wages, benefits and **their** inclusion in the bargaining unit restricted.

(c) “Position”: the assignment to a classification within the bargaining unit with regularly scheduled hours;

(d) “Employer”: Genesis House as represented by the Executive Director or designate;

(e) “Steward”: an employee appointed or elected by the Union who is authorized to represent the Union, in handling of grievances or matters pertaining to this Agreement;

(f) “Termination”: the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer;

(g) “Union”: the Canadian Union of Public Employees, Local 2348;

- (h) "Seniority": is the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer and will operate on a bargaining unit wide basis in the case of layoff;
- (i) "Status": shall refer to the position the employee hold within **their** classification i.e. full-time, part-time, casual, term, and grant;
- (j) "Classification": refers to the title of position the employee is hired into i.e. counselor, casual counselor, and child activity worker;
- (k) "Leave of absence": refers to an employee taking Employer authorized time off from work, separate from the time off granted by other work leave benefits such as sick leave, statutory leave, vacation leave, bereavement leave.

ARTICLE 3 - APPLICATION OF THE AGREEMENT

- 3.01 This agreement shall apply to all employees of the Employer who are employed in classifications set forth under Schedule "A".

ARTICLE 4 - RECOGNITION AND NEGOTIATION

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this agreement and covered under certificate No. MLB #5505 dated June 10, 1999.
- 4.02 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.
- 4.03 On commencing employment, the employee's supervisor shall introduce the new employee to **their** Union Steward or Representative. The Steward or Representative will provide them with a copy of the Collective Agreement.
- 4.04 Unless authorized by the Collective Agreement or the Employer, Union officers and committee members shall not be entitled to leave **their** work during working hours.

The employees shall have the right at any time to have the assistance of a representative/advisor of the Canadian Union of Public Employees present when dealing or negotiating with the Employer.

- 4.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representative, which may conflict with the terms of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules, regulations, practices, procedures, and policies in a manner that is consistent with the terms of this Agreement.
- 5.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 5.03 It is recognized that the position of Executive Director may do bargaining unit work, if employees are unavailable. The Executive Director may also do bargaining work if there are four (4) or fewer hours to be filled.

ARTICLE 6 - UNION SECURITY

6.01 Checkoff Payments

Any employee who comes under the scope of this Agreement shall have an amount deducted by the Employer for Union dues for each pay period. Such dues shall be forwarded to the Secretary-Treasurer of the Union every month, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

- 6.02 The Union shall notify the Employer in writing of any changes in the amount of deductions at least one month prior to the end of the pay period in which the deductions are to be made. The Employer will provide an outline of the pay periods to the Union by April 1 of each year.
- 6.03 For new employees, payroll deductions as set out in section 6.01 shall become effective from the start of the pay period immediately following the commencement of employment.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

- 6.05 All correspondence arising out of this Agreement shall pass to and from the Executive Director of the Employer or designate, and the Steward of the Union.
- 6.06 After notifying the Executive Director or designate, a Union Representative will be allowed access to the workplace and the employees at reasonable times provided there is no interference with services and prior approval is granted by the Executive Director, or designate. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer. Such approval not to be unreasonably withheld.
- 6.07 Dues Receipt
- The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

ARTICLE 7 - STRIKE AND LOCKOUT

- 7.01 The Union agrees that during the life of this Agreement its members will not sanction, call nor participate in a strike.
- 7.02 The Employer agrees there shall be no lockouts during the life of the Agreement.

ARTICLE 8 - UNION BARGAINING COMMITTEE

- 8.01 A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) employees of the bargaining unit, the Executive Director and two (2) Board Members or a **contract negotiator**. The Union will advise the Employer of the Union's members of the Committee.

ARTICLE 9 - RIGHTS OF STEWARDS

- 9.01 The Union shall notify the Executive Director in writing of the name of its officers and stewards and the Employer shall be required to recognize only these officers and stewards of whom it has notice.
- 9.02 A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and **their** responsibilities and obligations to the Employer and the Union.

9.03 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Both the Employer and the Union may name an alternate. The alternate may attend all meetings as an observer. If the alternate is replacing a representative, **they** will enjoy the same privileges as the representative. The Committee shall enjoy the full support of both parties in the interests of maximum services to the clients and the maintaining of harmonious relations.

Chairperson of the Meeting

An Employer and employee representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Either co-chair may call an emergency meeting.

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 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. The Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*. Those designated as Health and Safety Representatives (Union and Employer) shall follow the Health and Safety Program, i.e. regular walk throughs, review of Health and Safety Policy.

9.04 The Committee will meet quarterly at a mutually agreeable time and place. Such meetings will be scheduled in April for the upcoming fiscal year. Its members shall receive an agenda of the meeting at least five (5) business days in advance of the meeting. If there are insufficient agenda items to warrant a meeting, under mutual agreement the meeting will be cancelled. Staff representatives on the committee shall be paid for the duration of meetings. Article 17.03 will not apply to these meetings.

9.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The CUPE Representative shall receive signed copies of the minutes.

9.06 Critical Incident Stress Program

- (a) Genesis House agrees to establish a Critical Incident Stress Program to assist employees exposed to traumatizing event or situations which require debriefing and/or counselling.
- (b) Any employee, after being involved in a critical incident while on duty, may with the approval of the Manager, end **their** shift without loss of pay. Critical incidents shall be as defined in the personnel policy.
- (c) Time spent with critical incident stress debriefing/counselling will be without loss of pay if appointments take place during regularly scheduled shifts. A time off request sheet must be completed prior to appointment.

ARTICLE 10 - DISCIPLINE

10.01 The Employer provides feedback to employees by way of coaching and mentoring. Coaching and mentoring is not considered disciplinary action but a tool to help employees reach **their** full potential.

An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director or designate. Such employees shall be advised promptly in writing of the reason for reprimand, dismissal, or suspension, with a copy being sent to the Union Representative. The Employer will discuss with the employee ways and means of corrective intervention. With regard to the written reprimand these corrective actions shall be part of the written report.

Except for gross misconduct, progressive discipline principles apply and disciplinary measures may include but are not limited to oral reprimand, written reprimand, up to five (5) shifts' suspension and termination.

10.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on **their** own behalf with the assistance of a representative of the Union.

10.03 Where possible, if an employee so desires, **they** may have a Steward present during a disciplinary meeting with the Employer. Absence of a Steward shall not invalidate the discipline.

- 10.04 Personnel files shall be cleared of all references to any disciplinary matters after-eighteen (18) months of active employment if no further incidents of the same disciplinary matter occur.
- 10.05 After obtaining prior approval from the Executive Director, an employee shall have the right to review **their** personnel file and to make copies of any material contained in **their** personnel file.
- 10.06 Each employee shall have the right to respond in writing to any document on **their** personnel file. The employee's response shall be entered into the personnel file.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The parties to this agreement recognize the desirability for resolution of grievances through an orderly process without the stoppage of work or refusal to perform work.
- 11.02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- 11.03 Disputes properly arising under this Agreement concerning the interpretation, application or alleged violation of this Agreement, shall form the basis of a grievance and shall be processed as follows:

Step 1

The employee and/or the Union shall present the grievance in writing to the Executive Director, or designate, within eight (8) business days after the event giving rise to the grievance. The employee may have the assistance of the Steward if desired. The Executive Director shall give a decision within eight (8) business days. Should the decision not be satisfactory to the employee, the next step in the grievance procedure may be taken at any time within eight (8) business days thereafter.

Step 2

The employee and/or the Union may then submit the grievance in writing to the Board of Directors who shall give a written decision within fourteen (14) business days. A copy of the grievance must be submitted to the Executive Director once it has been submitted to the Board of Directors.

Step 3

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

- 11.04 Any and all time limits governing the processing of grievances, including arbitrations, may be extended upon application by either party in writing to the other for such further time as may mutually be agreed upon.
- 11.05 Time limits for the grievance and arbitration procedures are directory in nature.
- 11.06 The Union may initiate a grievance of a general nature and the Employer may initiate a grievance against the Union or any of the employees of the Employer covered by this Agreement within fourteen (14) business days of the event giving rise to the grievance. If such grievance is not settled within fifteen (15) business days, it may be referred to arbitration in the same manner as the grievance of an employee.

ARTICLE 12 - ARBITRATION

- 12.01 (a) Once the grievance procedure has been exhausted, either party may refer the issue to arbitration by a sole arbitrator, selected by agreement of the parties.
- (b) In the event of a failure to agree upon the sole arbitrator within fifteen (15) working days, the parties have agreed that the following arbitrators shall serve in rotation, namely:
- Mr. Blair Graham
Ms. Kristin Gibson
Mr. John Korpesho
- 12.02 No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.
- 12.03 The remuneration and expenses of the arbitrator shall be borne equally by the Employer and the Union. Witness fees and allowances shall be paid by the party calling the witness.
- 12.04 The decision of the arbitrator shall be in writing and delivered to the parties or their counsel. The decision shall be final and binding upon the parties, subject to the condition that the decision shall not, without the express consent and approval of the parties, rescind or amend any of the terms or conditions of this Agreement, but shall be in accord with the scope and terms hereof.
- 12.05 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

ARTICLE 13 - PROBATION

13.01 Any employee who is hired by the Employer shall be on probation for **their** first six hundred (600) hours worked. The Employer may extend the probationary period beyond the six hundred (600) hours. The employee shall be notified in writing by the Employer of the extension.

At any time during the probationary period or extended probationary period the employee may be terminated without recourse to the grievance procedure unless the Union claims/proves discrimination as per Article 36.01. If the arbitrator determines discrimination has occurred, the employee will be returned to work to complete **their** probationary period.

Feedback between the employee and the Employer shall occur throughout the probationary period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the appointment to the position be successful.

The Employer and the employee agree that issues which may result in an unsuccessful probationary period will be brought forward in a timely manner giving opportunity to address the identified concerns.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 When a new position is created or when a vacancy occurs the Employer shall immediately notify the Union in writing and post the position internally for a minimum of seven (7) days. The position shall be posted internally within twenty-eight (28) days of vacancy. Any short-term vacancy that can be reasonably anticipated to be not greater than eight (8) weeks in duration may be filled using the call in rotation list for core shifts.

14.02 Such notice shall contain the following information: nature of position, qualifications, number of hours and salary. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Candidates interviewing for a posted position will be informed of the potential schedule during the interview process.

Upon the closing of a posting the Employer shall offer the posted position to the senior qualified full-time or part-time applicant and then to the senior qualified casual applicant. The rotation(s) left vacant from that appointment may be offered to the next most senior qualified applicant(s) until all remaining rotations are filled. Should there be a rotation left vacant at the end of the process that shall be posted as described in 14.01 and 14.02.

If the original posted position is a term and the term is extended, the position will not be reposted if the employee currently working the term is in agreement to remain in the position. This would apply to all term positions that were back filled as a result of the original posting. If any of the positions are made permanent then they will be posted and filled in accordance with Article 14.

- 14.03 The Employer will not advertise externally before an internal posting has occurred. However, such postings can happen simultaneously.
- 14.04 Each employee who applies for a posted vacancy will be notified in writing of the disposition of **their** application.
- 14.05 The applicant selected for any position shall receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, **their** placement on such scale, and any special conditions that may be applicable to **their** appointment.
- 14.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.
- 14.07 Employees shall not be eligible to apply for transfer during **their** probationary period unless otherwise mutually agreed between the employee and the Employer.
- 14.08 During the trial period of three hundred and eighty (380) hours, if the applicant proves to be unsatisfactory in the new position in the opinion of the Employer, or if the employee wishes to revert voluntarily to **their** former position, the employee shall be returned to the former position.
- 14.09 The Employer agrees to supply job descriptions for all positions and classifications for which the Union is the bargaining agent.
- 14.10 When the Employer establishes or proposes to establish a new classification, or there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified, and within thirty (30) business days, the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute a reopening of this Agreement.

- 14.11 The duration of employment for a term position shall not normally exceed fifty-two (52) weeks unless, at the time of posting the Union and the employee are informed in writing that the period of employment will be longer in duration. An employee who accepts a term position may be required to complete **their** term of employment before **they** can apply for another position in the bargaining unit.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reasons as indicated by the Employer, the term position shall be posted as "approximate end date". Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The Employer and the employee occupying said term position should receive a minimum of fourteen (14) days' notice by the employee returning from leave.

Upon completion of the term position, if the employee's former position exists, the employee shall be returned to **their** former position. In the event that the employee's former position no longer exists, then the employee will be entitled to exercise seniority and transfer to a similar position.

- 14.12 Positions shall not be considered permanently vacant when an employee is not at work due to sickness, accident, authorized leaves of absence, holidays or changes in shift schedule.

ARTICLE 15 - SENIORITY

- 15.01 Seniority shall be considered in determining preference for posted vacancies, promotions, transfers, non-disciplinary demotions, layoffs, recall and as set out in other provisions of this Agreement.

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

Employees will, upon completion of **their** probationary period, accrue seniority from **their** date of hire.

Term employees will, upon completion of **their** probationary period, accrue seniority from the start date of that particular term.

An up-to-date seniority list shall be posted in April and October of each year, in a place accessible to those affected. Such list shall show for each employee, name, position, and amount of seniority which has been accumulated to the date of posting. The employee shall have seven (7) working days following the posting to challenge **their** position on the list.

An up-to-date seniority list, including Bargaining Unit employees' address, phone number and email address shall be sent to the Union Representative and Local Shop Stewards in April and October of each year.

15.02 Seniority will continue to accrue if an employee:

- (a) is on any period of paid vacation, paid sick leave or Employer paid leave including Union leave;
- (b) is on any period of Workers' Compensation benefits (to a maximum of fifty-two [52] weeks);
- (c) is on any period of short or long term disability plan payments (up to a limit of fifty-two [52] weeks) as applicable;
- (d) is on any period of approved maternity, adoption, or parental leave (paid or unpaid) to a maximum of sixty-three (63) weeks in the case of extended parental leave;
- (e) is on any period of compassionate care leave as per Article 29.

15.03 Seniority will be maintained but not accrue if an employee:

- (a) is on an unpaid leave of absence, after being on an unpaid leave for more than two (2) years, an employee shall not have the right to **their** former position but shall have the rights to a vacant position (this does not apply to paid leaves, including Union leaves). In the event that there is no vacant position, the employee shall be entitled to go onto the casual list until a vacancy occurs;
- (b) is laid off for less than twelve (12) months.

15.04 Seniority and employment will terminate if an employee;

- (a) is discharged for just cause and is not reinstated;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is terminated in accordance with Article 13 - Probation;
- (d) resigns in writing;
- (e) is laid off for a period in excess of twelve (12) months;

- (f) fails to report for work as scheduled at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (g) is promoted or transferred out of the bargaining unit;
- (h) retires;
- (i) completes a term or grant position unless the employee returns to a former position.

15.05 Layoff/Recall Procedure

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.

Employees shall be recalled in order of **their** seniority. No new employees shall be hired until employees on layoff have been given an opportunity of recall.

ARTICLE 16 - WAGES

- 16.01 Pay periods shall be biweekly. 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.
- 16.02 When an employee moves to a higher classification, such employee shall be placed in an incremental level in **their** new classification, which will provide an immediate increase of salary. The date of appointment to the new classification shall become the anniversary date for salary progression.
- 16.03 All new employees shall begin at the first increment level in **their** classification. The anniversary date for increments shall be as explained on Schedule "A" or the date at which the employee is reclassified at a higher level, pursuant to Article 14.

ARTICLE 17 - HOURS OF WORK

- 17.01 The parties recognize that Genesis House is an organization that operates twenty-four (24) hours a day and seven (7) days a week to provide the service that is mandated by the Family Violence Prevention Branch Services and Purchases Agreement.

Staff wishing to be on the call-in list will inform the Executive Director by April 1 of each year. Those wishing to be on the call-in list are agreeing to be available for any of the three shifts in the schedule. Exceptions may be made with consultation with the Executive Director. Rotation of the call-in list will be determined by seniority.

17.02 A regular scheduled shift for all employees will consist of 8 paid hours which will include two (2) paid rest periods of twenty (20) minutes duration. A full-time employee will regularly work 72 paid hours per pay period and 1,872 paid hours per year. Employees working less than 1,872 paid hours per year will have a status of part-time employees. Overtime will be worked in excess of the employee's regularly scheduled shift of 8 hours and forty (40) hours a week as per 19.01, 31.03 and 40.03.

Employees working on the crisis line/residential shall be entitled to one (1) thirty (30) minute paid meal period.

Other full-time employees' schedule will be adjusted to reflect 8.5 hours of work, with one (1) thirty (30) minute unpaid meal break, in order to accrue seniority at the same rate as the above-mentioned employees.

17.03 The workweek set out herein shall not be considered to be a guarantee of work. Any employee who is scheduled to work on any day and, who reports for work as scheduled, will be given the greater of three (3) hours pay or three (3) hours work for that day, unless the Employer has notified them in advance not to report for work. Proper notification shall be defined as a telephone call to the employee's residence at least four (4) hours in advance of **their** starting time excluding the hours of 11:00 p.m. to 6:00 a.m., except in cases of emergency.

17.04 Additional hours of work, which become available, shall be filled according to Article 17.01. Part-time and casual employees shall be called first and then full-time employees. Employees shall be called in seniority order.

17.05 Grant employees shall work the hours of work provided by the grant.

17.06 Employees may elect to accept up to four (4) available shifts at one time.

17.07 Where a permanent or term employee cannot arrive at the place of employment due to road closures as declared by police agencies or the Department of Highways the employee shall be rescheduled based on the vacant shifts that come available for the Tuesday morning call through. The permanent/term employees with missed shifts due to highway closure will have first choice based on seniority at available shifts for the following two (2) consecutive biweekly pay periods.

If no shift is selected by the employee during the above period the employee can opt not to be paid for the shift or to have the shift compensated with pay from banked time which includes overtime, general holidays or vacation.

ARTICLE 18 - SHIFT SCHEDULES

- 18.01 Any requests for specific days off shall be submitted in writing at least seven (7) days prior to the date requested, or under mutual agreement between the employee and the Employer, and granted if possible in the judgment of the Employer.

It is understood that any change in shifts or days off initiated by the employee and approved by the Employer shall not result in overtime costs to the Employer.

- 18.02 Any requests for interchanges in posted shifts shall also be submitted in writing by the applicant and co-signed by the employee willing to exchange shifts with the applicant at least seventy-two (72) hours prior. All interchanges must be worked within thirty (30) days.

It is understood that any interchanges initiated by the employee and approved by the Employer shall not result in overtime costs to the Employer.

- 18.03 No employee shall be required to work on two (2) consecutive weekends except by mutual agreement between the employee and Employer. A weekend shall be defined as starting on a Friday at midnight and ending on a Monday at 8 a.m.

- 18.04 An employee will receive consideration in scheduling to allow them to pursue short term academic course(s) not in excess of six (6) months and related to employment at the shelter. Whenever reasonably possible, subject to client care, the granting shall be based on the following:

- (a) a written request at least eight (8) weeks prior to commencing the academic course(s) and;
- (b) another employee in the shelter is prepared to interchange "normally" scheduled shifts for the "normally" scheduled shifts of the employee attending the academic course(s), as agreed in writing, and;
- (c) upon completion of the academic course(s) each employee shall revert to **their** former rotation pattern.

Proof of registration in such course(s) shall be submitted by the employee upon request.

- 18.05 The Employer will develop permanent shift schedules. Employees shall select **their** rotation based on classification, status and seniority as per Article 15.

Except in cases of emergency, or to accommodate the clients and/or the conditions required in the shelter, the schedule will not be changed without discussion with the employees concerned.

ARTICLE 19 - OVERTIME

- 19.01 All overtime must be authorized by the Executive Director or designate, except in cases of an emergency. Overtime shall be worked in excess of an employee's regularly scheduled shift of 8 hours and forty (40) hours a week. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay per hour for all authorized overtime hours worked. If approved by the Employer, overtime may be compensated by the granting of equivalent time off at the overtime rate in accordance to Article 19.05.

Emergency Shift Coverage

Employees shall receive 1.5 their basic rate of pay for four (4) hours or less of overtime and two (2) times their basic rate of pay if working more than four (4) hours of overtime for Emergency Shift Coverage situations. Overtime (Article 19) will be amended to reflect compensation for emergency shift coverage.

- 19.02 Time worked as a result of the time changeover from Central Standard Time to Daylight Savings Time and vice versa shall be paid at the rate of straight time for actual hours worked.
- 19.03 Overtime incurred due to emergencies, such as intakes and crisis work, will not have to be pre-approved.
- 19.04 Overtime shall be distributed as equitably as possible amongst those employees qualified for the work.
- 19.05 All accrued overtime and or banked time will be limited to a maximum of twenty-four (24) hours. Where employees have opted to take time off in lieu of payment, the time off shall be granted at a time mutually agreeable to the employee and the Employer. At the end of the fiscal year eight (8) hours of banked time may be carried over which must be used as time off. All other hours will be paid out.

ARTICLE 20 - EVALUATIONS

20.01 The Employer shall complete a written appraisal of an employee's performance at least once annually, on or about the anniversary of the employee's date of employment.

The evaluation shall include a self-assessment prepared by the employee, and the evaluation prepared by the Executive Director or designated supervisor. The employee shall be given an exact copy of the appraisal.

All staff performance appraisals shall be kept in the employee's personnel file. All employees shall have access to **their** own file and shall have the right to dissent in writing on the record.

ARTICLE 21 - JOB SECURITY

21.01 Working conditions, which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement and the provision of sufficient funding, but may be modified by mutual agreement between the Employer and the Union.

21.02 The Employer shall provide adequate serviced parking during working hours, at no charge to the employee for as long as the cost of electricity of the Employer's premises continues to be funded by the Manitoba Department of Housing.

21.03 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person or company.

21.04 No bargaining unit member shall be displaced or have hours reduced due to the utilization of grant employees or volunteers.

ARTICLE 22 - GENERAL HOLIDAYS

22.01 (a) General holidays under this Agreement means:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	National Truth & Reconciliation Day
Easter Sunday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- (b) International Women's Day will be taken as an additional floating paid day off eligible for full-time and prorated for part-time employees. A mutually agreeable lieu day will be arranged between the Employer and the employee. There will be no premium pay for working on March 8th.

- 22.02 Hours worked on paid holidays will be paid at time and a half, with an additional day off for eligible full-time employees.
- 22.03 When any of the above-noted holiday(s) fall on an eligible employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon by the employee and the Employer. The full-time employee shall be allowed to bank not more than five (5) alternate days off in lieu of general holidays. Such time off shall be granted at a time mutually agreeable to the employee and the Employer; employees shall be allowed to carry over alternate days to the following year.
- 22.04 Part-time employees shall be paid at time and a half (1 1/2) for working on a general holiday as listed under 22.01 (a) with an additional day off for eligible part-time employees.

General holiday pay is five percent (5%) of an employee's total wages in the four (4) week period immediately before the holiday. Overtime is not to be included in this calculation.

The part-time employee shall be allowed to bank not more than **five (5)** alternate days off in lieu of general holidays. Such time off shall be granted at a time mutually agreeable to the employee and the Employer. The alternate day off in lieu of a general holiday shall be a complete shift. Overtime is not to be included in this calculation.

Part-time employees receive general holiday pay benefits, unless:

- (a) **they** are absent from work on a general holiday that is normally a workday and **they** are expected to work;
- (b) **they** are absent from work, without permission, on **their** last scheduled workday before the holiday or **their** first scheduled workday after the holiday, unless **they** are absent because **they** are ill.

- 22.05 Every employee shall be entitled to either Christmas or New Year's Day off.

On statutory holidays, each day (8:00am - 4:00pm), evening (2:00pm - 10:00pm and 4:00pm - 12:00am), and night (10:00pm - 6:00am and 12:00am - 8:00am) shift will be staffed by one individual; the most senior staff member scheduled to each Crisis Line/Residential Services shift has the discretion to work it. In instances where only one person is scheduled the other leave provisions apply.

- **Notification Period: The employee is required to contact the employer at least one month prior to a Statutory Holiday indicating they do not want to work the stat shift. If notification is not received in this time frame, it is deemed that the senior person wants to work.**
- **Offer to Work: Once refused by the senior staff member, the shift will then be filled by the less senior staff member scheduled.**

22.06 If a recognized holiday falls during an employee's vacation, an additional day may be added to the vacation. In these instances, pay in lieu of the holiday at the basic rate may also be arranged, should the employee so desire.

22.07 An employee desiring to observe recognized religious holidays may substitute such religious holiday for any of the above-mentioned paid holidays upon approval of the Employer.

ARTICLE 23 - VACATIONS

23.01 Employees shall earn vacation on the following basis; and using the following formula:

- Employees shall earn four percent (4%) of total annual gross earnings until completion of 3,744 hours (equivalent to two [2] years full-time) of employment;
- Upon completion of 3,744 hours (equivalent to two [2] years full-time) of employment **they** shall earn six percent (6%) of total annual gross earnings;
- Upon completion of 9,360 hours (equivalent to five [5] years full-time) of employment **they** shall earn eight percent (8%) of total annual gross earnings;
- Upon completion of 26,208 hours (equivalent to fourteen [14] years full-time) employment **they** shall earn ten percent (10%) of total annual gross earnings;

- Upon completion of 37,440 hours (equivalent to twenty [20] years full-time) of employment **they** shall earn twelve percent (12%) of total annual gross earnings;
- A full-time employee who has completed less than one (1) year's continuous employment as of the cut-off date indicated in 23.05 will be granted vacation on percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

- 23.02 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation to be taken on a consecutive basis. Employees shall request **their** vacation in a maximum of three (3) blocks of time.
- 23.03 Upon request an employee shall be permitted to retain up to three (3) days of **their** regular vacation for the purpose of taking such time off for personal reasons as long as two (2) weeks' notice is given to accommodate scheduling. The request to retain the three (3) days should be made by April 30th annually.
- 23.04 Vacation is earned in one year and taken in the next vacation year for permanent full-time and permanent part-time staff. Full-time and part-time employees shall receive **their** vacation pay cheque at least one (1) day prior to the vacation leave provided the employee has requested the vacation pay cheque at least one (1) pay period prior to the vacation.
- 23.05 (a) The vacation year is the period beginning April 1st and ending March 31st of the following year. The Employer will post vacation entitlement lists not later than March 1st of each year and allow employees to express **their** preference as to dates until April 1st.
- An employee who fails to indicate **their** choice of vacation within the above period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- (b) Vacation requests shall not exceed two (2) weeks, during the months of July and August. Longer vacation requests for July and August may be granted if the vacation schedule allows. During the remainder of the year, employees shall be entitled to take more vacation time as set out under Article 23.

- 23.06 The Employer will post an approved vacation schedule by April 30th of each year. Seniority will be the guiding factor in vacation selection and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 23.07 Vacation leave, requested outside of 23.05, may be taken only with the consent of the Executive Director. Requests shall be submitted to the Executive Director two (2) months prior to the vacation leave.
- 23.08 Vacation leave may not be carried over from one year to the next without the written consent of the Executive Director. The parties agree that such consent shall not be unreasonably withheld.
- 23.09 Part-time employees shall earn vacation as per 23.01. Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time.
- 23.10 Casual, term and grant employees shall receive their vacation pay biweekly.
- 23.11 Long Service Recognition - Vacation
- In recognition of length of service, each employee shall receive additional vacation time equivalent to 2% of regular earnings on completion of twenty (20) years of continuous service. The additional time shall be granted in the vacation year in which the anniversary date falls and are not cumulative.
- The provision of this article cannot be cashed out. It must be taken as time off.

ARTICLE 24 - LEAVE OF ABSENCE

- 24.01 An employee may be granted a leave of absence without pay for a period not exceeding six (6) months for compassionate reasons which may include dealing with personal issues, for educational or training purposes, or for civic duty. The employee must submit a written request to the Executive Director stating the reasons for the leave and the date of intended return.
- Requests for such leaves shall be submitted to the Executive Director or **their** designate at least one (1) month prior to the start date, unless otherwise agreed to. Requests made for compassionate/personal issues reasons will not require the one (1) month notice.

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

Vacation/stat time and overtime/banked time must be used prior to any leave being taken under this provision, leaves for compassionate/personal issues do not need to meet this requirement.

- 24.02 Employees granted leave of absence without pay may make prepayments to maintain coverage under the benefit program. Employees on leave of absence will be required to pay 100% of the premiums to maintain coverage.
- 24.03 (a) A leave of absence without pay to attend Union schools, conventions, seminars or other Union functions may be granted where operational requirements permit. A request shall be made in writing at least one pay period in advance of the leave. Up to two (2) employees may be on leave at any one time, subject to operational requirements. The Employer will continue to pay the employee and bill the Local for all wages and benefits.
- (b) An employee who is appointed to a position with the Union may be granted a leave of absence without pay for a period not less than six (6) months nor exceeding twelve (12) months. Such leave will not be renewed or extended, unless in consultation with the Executive Director and operational requirements permit. The employee must submit a written request to the Executive Director stating the reasons for the leave and the date of return at least one (1) month prior to the start date. The employee may receive **their** pay and benefits as provided in this Agreement subject to the total recovery of payroll and related costs by the Employer from the Union.

ARTICLE 25 - SICK LEAVE/WELLNESS DAYS

- 25.01 Employees shall earn prorated paid sick leave at the rate of one and one-quarter (1¼) days per month, fifteen (15) days per fiscal year. Paid sick leave can accumulate and can be carried forward to a maximum of sixty-five (65) days.

25.02 The Employer recognizes the importance of both physical and mental wellbeing. There may be occasions when an employee feels the need to look after **their** emotional health. An employee shall be entitled to use up to three (3) days per year of the employee's accumulated sick leave for self-care days that can be taken at the employee's discretion in the same manner as sick days. These days cannot be used to extend vacation/stat leave.

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).

25.03 The Union agrees to work with the Employer in the review of suspected cases of abuse of sick time.

25.04 Employees may be required to provide a certificate from a duly qualified medical practitioner as proof of illness after four (4) consecutive calendar days' absence due to illness.

25.05 The Employer reserves the right to require a certificate from a duly qualified medical practitioner as proof of fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses of sick leave. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Employer may require the employee to be examined by a duly qualified medical practitioner, at the Employer's cost. The Employer will provide a list of up to a maximum of five (5) duly qualified medical practitioners from which the employee may choose to be examined. If the employee does not agree to any of the choices presented by the Employer, the Employer reserves the right to choose which practitioner will examine the employee.

25.06 The amount of accrued sick time shall be included in the employee's paystub annually in April.

Upon written request, the Employer shall provide the employee, in writing, the amount of **their** accrued sick pay within three (3) days of the request.

25.07 Family Illness

An employee shall be entitled to utilize **accumulated sick time** for the purpose of attending to immediate family medical responsibilities. Immediate family includes spouse, common law spouse, same sex partner, sibling, child, stepchild, parent, stepparent, or a relative that permanently resides in the employee's household.

The above days will be deducted from the employee's accumulated sick leave.

25.08 Employees may use up to a maximum of three (3) shifts (24 hours) sick time per year for attendance at medical and dental appointments provided the Employee has abided by the following criteria:

- (a) The employee shall make every reasonable effort to schedule appointments outside of work hours.
- (b) If an employee is unable to schedule the appointment outside of a scheduled shift **they** will first try to rearrange **their** schedule, whether by trading shifts with a co-worker or otherwise.
- (c) If the employee is unable to get a replacement, **they** will notify the Executive Director in writing of the impending appointment and the need to be absent from work and request use of sick time for this purpose.

25.09 An employee who is ill for a period exceeding **their** sick leave credits including Employment Insurance (EI) credits, and who is not eligible for long term disability benefit, must request a leave of absence in writing no more than ten (10) working days after the last day in receipt of EI benefits.

ARTICLE 26 - BEREAVEMENT

26.01 An employee shall be granted five (5) regularly scheduled days leave from the date of death, without loss of pay or benefits in the case of the death of a spouse, common-law spouse, same-sex partner, sibling, stepsibling with whom the employee has resided, fiancé, child, stepchild whom resides or resided in the employee's household, parent, stepparent with whom the employee resided or relative permanently residing in the employee's household.

An employee shall be granted three (3) regularly scheduled days leave without loss of pay or benefits in the case of the death of a mother-in-law, father-in-law, grandparent, grandparent-in-law, sister-in-law, brother-in-law, or grandchild.

An employee may be granted one (1) day leave without loss of pay or benefits in the case of the death of an uncle or aunt.

Such days may be taken only in the period which extends from the date of death up to and including the day of interment, not to exceed one (1) week.

Where the burial for an immediate family member occurs outside the Province of Manitoba, one (1) additional day without loss of pay for travel time will be granted to the employee.

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

Up to one (1) day leave shall be granted without loss of pay or benefits to attend as a pallbearer. Additional leave may be granted upon application to the Employer.

26.02 The Executive Director may grant additional bereavement leave without pay.

ARTICLE 27 - CIVIC DUTY

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

27.02 Employees subpoenaed to appear in court as a witness or employees appearing on behalf of the Employer will be paid wages as if worked. Any monies, except expenses, received by the employee shall be given to the Employer. If the court date is the employee's scheduled day off, another will be scheduled. This does not apply if the employee is excused from court for the rest of the day and fails to report back to work. The employee subpoenaed shall cooperate with the Employer to minimize time from work.

ARTICLE 28 - MATERNITY LEAVE

28.01 (a) Every female employee who:

- (i) becomes pregnant; and,
- (ii) has completed seven (7) months of employment; and,
- (iii) makes application for maternity leave at least four (4) weeks prior to the date specified by the employee in the application as the day on which **they** intend to commence such leave; and,

- (iv) provides a certificate from a qualified medical practitioner certifying that **they** are pregnant and specifying the estimated date of **their** delivery;
- (v) is entitled to and shall be granted a maternity leave consisting of a continuous period up to seventeen (17) weeks.

In cases of physical complications, the employee may request an extension of **their** leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

- (b) Where an employee intends to return to work immediately following **their** maternity leave, **they** must make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) weeks' notice in advance of the day **they** intend to return to work. **They** must provide the Employer with a doctor's certificate, certifying them to be medically fit to work.

An employee who wishes to resume employment on the expiration of maternity leave(s) shall be placed in **their** former or comparable position and at the same salary level.

In the event that the employee's former position no longer exists then the employee will be entitled to exercise seniority as per Article 14.12.

- (c) Benefits will not accumulate or be paid during maternity leave, but benefits accumulated prior to said leave shall be retained.

28.02

- (a) Every employee who, in the case of female employees, becomes the natural mother of a child, or adopts a child under the law of the Province of Manitoba, and who has completed seven (7) consecutive months of employment; and who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks in the case of standard parental leave or sixty-three (63) weeks in the case of extended parental leave.

- (b) Subject to the following paragraph, parental leave must commence no later than the first anniversary day 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. The employee will decide when **their** or **their** parental leave is to commence, and where possible, will take said leave at a time that is mutually agreeable to the Employer and the employee.

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, unless the employee and the Employer agree otherwise.

- (c) When an application for parental leave under sub article (i) above is not made in accordance with sub article (iii), the employee is nonetheless entitled to, and upon application to the Employer, shall be granted parental leave under this Article for the portion of the leave period that remains at the time the application is made.
- (d) An employee wishing to return to work after parental leave shall notify the Employer in writing at least two (2) weeks in advance of **their** return. Upon return from parental leave, the employee shall be placed in **their** former or comparable position and at the same salary level.
- (e) An employee who becomes a grandparent through birth or adoption shall be entitled to one (1) day's leave of absence without loss of pay.

ARTICLE 29 - COMPASSIONATE CARE LEAVE

29.01 Employees shall receive compassionate care leave in accordance with the *Employment Standards Code*.

- (a) Full-time and part-time employees who have been employed for at least thirty (30) days shall receive compassionate care leave in accordance with the *Employment Standards Code*. If an application is accepted by Service Canada, this acceptance shall not be challenged by the Employer.
- (b) At the time of the application to service Canada, the employee will inform the Employer of the impending leave and, if possible, the anticipated start of the leave.
- (c) An employee who wishes to take this leave under this provision must give the Employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.

- (d) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began.
- (e) No period of leave may be less than one (1) week's duration.
- (f) Family member in relation to an employee means:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the 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*.
- (g) If the death of the family member occurs during this leave the employee shall revert to bereavement leave as set out under Article 26.

29.02 During this leave all benefits and seniority shall continue to accumulate and if the employee chooses to make contributions to the pension and benefit plans, the Employer shall pay **their** portion for the period of the leave. The Employer will also provide for three (3) weeks, the difference between the payments received from Employment Insurance and ninety-five percent (95%) of the actual weekly rate of pay the employee was receiving on the last day worked.

ARTICLE 30 - EXPENSES

- 30.01 Employees shall be reimbursed for authorized, reasonable and necessary expenses incurred in the performance of their duties, as documented by receipt.
- 30.02 An employee who obtains prior approval from **their** supervisor to use **their** car for job related duties will be compensated at the current Provincial Government mileage rate.

ARTICLE 31 - EDUCATION

- 31.01 Workshops, conferences and staff development will be planned within budget guidelines, and in consultation with the Labour Management Committee.
- 31.02 If at the Employer's request an employee attends an educational event the employee will be paid as if **they** were working. The employee will be paid for course, travel time and mileage.
- 31.03 Employees attending training will not receive overtime unless training places them over forty (40) hours for that week **or if they are required to attend work the same day.**

ARTICLE 32 - WAGE RATES

- 32.01 A **five (5)** year agreement with the following annual increases:
- April 1, 2024 – 5%**
April 1, 2025 – 3%
April 1, 2026 – 2%
April 1, 2027 – 2%
April 1, 2028 – 3%
- All employees currently working for the employer will receive a signing bonus of \$500.**
- 32.02 Payment of wages shall fall due biweekly in each period following the completion of each two (2) weeks' work.
- 32.03 When an employee is temporarily assigned or relieves in a classification with a lower wage rate, **they** shall continue to be paid at **their** regular wage rate.
- 32.04 When an employee is temporarily assigned to a higher paid classification, **they** shall be paid at a rate recognizing the increase in responsibility and duties.

ARTICLE 33 - BENEFITS

- 33.01 The Employer and eligible employees under the existing group insurance plan shall pay the premiums required by the current plan on a cost shared 50/50 basis. The Employer does not guarantee coverage eligibility for benefits or payment of any insurance benefits as this is a matter strictly between the individual plan provider and the employee.

- 33.02 Each eligible employee agrees to the deduction and remittance of the employee's share of the cost of benefits by the Employer out of the wages of employee.
- 33.03 Participation in the Community Agencies Benefit Plans (Pension Plan) is mandatory for all employees that meet the eligibility requirements of the plan. The onus is on the employee to confirm that the employee is enrolled in the plan. It is further understood that all benefit plans are to be administered in accordance with the rules and regulations of the plan as obtained by the Employer and that the said plan shall not form part of this agreement.

ARTICLE 34 - NOTICE OF TERMINATION

- 34.01 Employment may be terminated by an employee by giving two (2) weeks' written notice.
- 34.02 Employment may be terminated with lesser or no notice:
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee; or
 - (c) for just cause.
- 34.03 The Employer will make available within seven (7) business days after termination all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.
- 34.04 When an employee resigns, the Executive Director shall conduct an exit interview within seven (7) business days following the day of resignation. The Executive Director shall inform the board of the circumstances at the time of the resignation.

ARTICLE 35 - BULLETIN BOARD

- 35.01 A bulletin board for the use of the Union will be provided by the Employer. All material posted must be approved by the Executive Director before posting. Such approval shall not be unreasonably withheld.

ARTICLE 36 - RESPECTFUL WORKPLACE

36.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment as defined in the *Human Rights Code* of Manitoba and the *Workplace Safety and Health Act*.

The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the Union

The Employer and the Union agree that no form of harassment shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 37 - HEALTH AND SAFETY

37.01 The Employer shall make reasonable provisions of the safety of the employees during working hours. It is understood that the Union and the employees shall cooperate with the Employer's efforts to promote safety and shall comply with all of the policies, rules and procedures regarding safety, which are implemented by the Employer from time to time.

- 37.02 The Employer and the Union agree that no form of abuse of employees will be condoned in the workplace. Both parties will work together in recognizing and resolving such problems as they arise.
- 37.03 Any employee who believes a situation may become abusive shall report this to the Executive Director or designate who will inform the worker Health and Safety Representative. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

ARTICLE 38 - SEVERABILITY

- 38.01 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

ARTICLE 39 - TERMINATION AND RENEWAL

- 39.01 This Agreement shall remain in full force and effect from April 1, **2024** to March 31, **2029** as explained in the attached Letter of Understanding.
- 39.02 This Agreement may be amended in writing during its term by mutual agreement.
- 39.03 Should the parties fail to conclude a new Agreement prior to the expiry date of this Agreement, all provisions contained herein shall remain in full force and effect for a period of twelve (12) months from the date of expiry or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- 39.04 Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of this Agreement, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revision of a new Collective Agreement.
- 39.05 The effective date of this Collective Agreement will be the first day of the month following the signing.

ARTICLE 40 - STAFF MEETINGS

- 40.01 The Employer shall schedule and pay for monthly staff meetings required by the Employer with a minimum of three (3) hours pay.

Staff meetings will be mandatory for full-time and part-time employees and optional for casual employees. Exceptions may be made in consultation with the Executive Director or designate. All absent staff members are responsible to review the staff meeting minutes.

Employees attending staff meetings will not receive overtime unless the meeting places them over forty (40) hours for that week.

ARTICLE 41 - AMENDMENTS TO THE EMPLOYMENT INSURANCE ACT AND ARTICLES 28 AND 29

The parties agree that, should the *Employment Insurance Act* be amended to provide for longer unpaid leaves, Articles 28 and 29 shall be deemed to be amended mutatis mutandis.

this 25 day of October . 2024.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348:

Murphy

FOR GENESIS HOUSE INC.:

Inyeb

SCHEDULE "A"**Genesis House Inc.****HOURLY WAGES**

April 1, 2024 - 5%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Support Counsellor	\$21.46	\$22.83	\$24.23	\$25.68	\$27.15	\$28.60	\$32.42
Casual Support Worker	\$19.46	\$20.24	\$21.05	\$21.88	\$22.67	\$24.07	\$26.39
April 1, 2025 - 3%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Support Counsellor	\$22.11	\$23.51	\$24.96	\$26.45	\$27.97	\$29.46	\$33.40
Casual Support Worker	\$20.04	\$20.85	\$21.68	\$22.54	\$23.35	\$24.79	\$27.18
April 1, 2026 - 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Support Counsellor	\$22.55	\$23.98	\$25.46	\$26.98	\$28.53	\$30.05	\$34.06
Casual Support Worker	\$20.44	\$21.27	\$22.12	\$22.99	\$23.82	\$25.28	\$27.72
April 1, 2027 - 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Support Counsellor	\$23.00	\$24.46	\$25.97	\$27.52	\$29.10	\$30.65	\$34.75
Casual Support Worker	\$20.85	\$21.69	\$22.56	\$23.45	\$24.29	\$25.79	\$28.28
April 1, 2028 - 3%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Support Counsellor	\$23.69	\$25.20	\$26.75	\$28.35	\$29.97	\$31.57	\$35.79
Casual Support Worker	\$21.48	\$22.34	\$23.24	\$24.15	\$25.02	\$26.56	\$29.12

- Step Increase - The next Step Increase (if applicable) will be effective upon completion of 1,872 hours of employment.
- Step 1/Probation - The Step 1 rate is the "probationary" rate of pay and an employee in Step 1 would progress to Step 2 upon successful completion of the probation period/600 hours.

LETTER OF UNDERSTANDING

between

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

and

Genesis House Inc.
(South Central Committee on Family Violence)
(hereinafter referred to as the "Employer")

RE: PENSION PROVIDER

The parties agree to investigate moving to another pension provider offering a defined benefit plan in the event of the insolvency of the current provider. A decision regarding any change to the pension provider will be made based on the best interest of the employees and the agency. It is further agreed that if such a move were to occur, it would be done at a time to minimize the cost to the Employer.

25 day of October 2024.

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

M. Weir

FOR GENESIS HOUSE INC.:

[Signature]

LETTER OF UNDERSTANDING

between

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

and

Genesis House Inc.
(South Central Committee on Family Violence)
(hereinafter referred to as the "Employer")

RE: JOB-SHARING

1. The Employer will determine the suitability and number of job-sharing positions. Prior to any employees commencing a job share, the Employer will consult with the Union at the level of the Labour/Management Committee.
2. Requests to job share permanent full-time positions must be submitted in writing and may be originated by one (1) interested employee or two (2) employees jointly. The job being shared must be held by one (1) of the incumbents requesting the job share. Upon commencement of the job share the original employee will still own the position but not in such a way as it grants them any authority over the other job sharer.
3. Total hours worked by the employees shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) employees and the Employer in accordance with the scheduling provisions in the Collective Agreement.
4. Scheduling of weekends shall be as per 18.03.

6. Employees in the full-time job share will be given part-time employment status and shall earn benefits as provided in the Collective Agreement.

- (a) Client satisfaction
- (b) Continuity of care
- (c) Desire of both job sharers to continue
- (d) Co-workers satisfaction and capability
- (e) Cost effectiveness

In the event that a job-sharing arrangement is terminated by the Employer/ Employees as a result of the forty-five (45) calendar day evaluation referred to in paragraph 8, the job sharers shall have the right to revert to their former positions.

- (b) In the event that a job-sharing arrangement is terminated by the Employer/ employees as a result of the first (1st) yearly evaluation referred to in paragraph 8, the job sharers shall have the right to return to their original positions at a mutually agreed upon date and the job share agreement shall end. If the job-sharing arrangement is terminated by the Employer/ employee as a result of subsequent yearly evaluations as referred to in 8, the employees shall have the right to apply for a position for which **they** are qualified when a vacancy exists. If no vacancy is available, **they** shall be dealt with in accordance to Article 15.05. It should be noted that the owner of the position would revert to full-time status.

10. Re: Overtime - As per 19.01 regular scheduled shift of eight (8) hours and forty (40) hours a week for each employee.

25 day of October 2024.

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

M. Weir

FOR GENESIS HOUSE INC.:

[Signature]

LETTER OF UNDERSTANDING

between

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

and

Genesis House Inc.
(South Central Committee on Family Violence)
(hereinafter referred to as the "Employer")

RE: EMERGENCY SHIFT COVERAGE

The parties agree that based on the emergent nature of the service provided by Genesis House that it is imperative for operating conditions that the shelter is staffed at all times. On rare occasions due to staff illness or other emergent issues, the agency may be unable to secure replacement staffing for the oncoming shift. Only after all avenues of securing replacement staff have been exhausted as per Article 17.04, the staff on shift as well as the next oncoming staff member will split the vacant shift. Overtime will apply as per Article 19.

Due to inclement weather causing a safety risk, staff may consult with on call and work a double shift instead.


Employees shall receive 1.5 their basic rate of pay for four (4) hours or less of overtime and two (2) times their basic rate of pay if working more than four (4) hours of overtime for Emergency Shift Coverage situations.

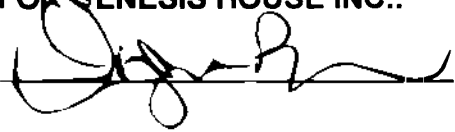
Overtime (Article 19) will be amended to reflect compensation for emergency shift coverage.

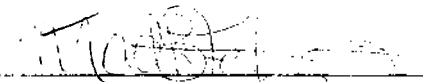
Signed this 25 day of October 2024.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348:

FOR GENESIS HOUSE INC.:

_____ 

_____ 

_____ 

LETTER OF UNDERSTANDING

between

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

and

Genesis House Inc.
(South Central Committee on Family Violence)
(hereinafter referred to as the "Employer")

RE: ARTICLE 22.05 TRIAL

Article 22.05 of the Collective Agreement states that "every employee shall be entitled to either Christmas or New Year's Day off".

The parties recognize that some staff have worked numerous consecutive years on Christmas Day and other staff members have worked little to none, in order to be fair, the parties have agreed to implement a trial period in order for employees to have Christmas and New Year's Day shared as set out in the following principles:

- Employees shall rotate between working Christmas and New Year's Day from one year to the next year - for clarification, if an employee works Christmas in one year then in the following year, they would get Christmas off and work New Year's Day, and so on.
- The trial period may also contain a new schedule for the Christmas/New Year period. The temporary schedule may be exempt from Article 18.03.
- The parties will evaluate the trial period to determine if it should be continued and/or to amended or altered to try and make it work for the majority of staff.

Signed this 21st day of October 2024.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348:

FOR GENESIS HOUSE INC.:

Murphy

T. J. [Signature]

[Signature]
