

COLLECTIVE AGREEMENT

- BETWEEN -

THE JOHN HOWARD SOCIETY OF MANITOBA INC.

- AND -

CUPE / Canadian Union
of Public Employees
LOCAL 2140

TERM OF AGREEMENT:

APRIL 1, 2023 TO MARCH 31, 2026

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees, Local 2140 as the sole and exclusive bargaining agent for employees of the Employer covered by Schedule "A" of this Collective Agreement at 583 Ellice Avenue and any subsequent address(es) for the same group of employees in accordance with Certificate #MLB 5354 issued by the Manitoba Labour Board on October 20, 1997.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 2.02 The Employer agrees that these rights shall be exercised reasonably, in good faith, and in a manner consistent with this Agreement.

ARTICLE 3 - DURATION OF AGREEMENT

- 3.01 This Agreement shall be in full force and effect from April 1, **2023**, to March 31, **2026**.
- 3.02 Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions contained herein shall remain in full force until a new Agreement has been reached or until either party gives notice that negotiations have terminated.
- 3.03 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) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussion the changes and the formation of a new Agreement. Both parties agree that if proposals are not submitted in advance there may have to be a delay in responding.
- 3.04 This Agreement may be amended during its term by mutual agreement.

ARTICLE 4 - APPLICATION OF AGREEMENT

- 4.01 The terms of this Agreement shall apply to all full-time and part-time employees except as noted in 4.03, 4.04 and 4.05. Employees shall become members of the Union as of their first day of work. Term and contract employees are defined as employees hired for a short term and/or a specific term of employment and are

required to work the standard hours a day but who cease to be employed when the specific term for which they were hired has been completed. Such employees will be paid no less than the minimum rate of the position as per the contract, unless the funding for a specific project does not allow, with the understanding they shall be members of the bargaining unit. Grant employees shall be excluded provided they do not perform bargaining unit work.

With mutual agreement between the parties professionally designated consultants hired for a term or contract may be excluded from the bargaining unit provided they do not perform bargaining unit work.

- 4.02 Part-time employees shall be entitled to all provisions of this Collective Agreement on a prorated basis.
- 4.03 The parties agree that those excluded by the Act, because they are performing management functions or are acting in matters concerning labour relations on behalf of the Employer, shall not be covered by this agreement.
- 4.04 The parties agree that positions designated as student/volunteer placements for the purpose of providing students/community members with experience and training opportunities as an integral component of the program and of the students'/community's academic training, whether paid or unpaid are excluded provided that without mutual agreement they shall not perform bargaining unit work.
- 4.05 The parties agree that to ensure the Employer is able to maintain proper staffing levels, the Employer can, when necessary, employ casual employees to perform bargaining unit work who will not be entitled to the provisions of this Collective Agreement. Casual employees shall mean an employee who is employed on an irregular and/or unscheduled basis for coverage for permanent employees on sick, vacation or other leave, or in cases where immediate extra staff is required. Otherwise, the position will be filled as a regular or term appointment. The casual employee shall be paid at the same rate as the person they are replacing. Should a casual employee be given fixed and regular hours, that employee would then be considered staff and would be covered under the provisions of the Collective Agreement. The employee's probationary period and seniority would commence from the beginning of the fixed and regular hours.

Casual shifts shall be offered to all qualified casual employees on a rotational basis. If permanent staff are not available shifts shall be offered to the casual employees on a rotational basis. If no casual staff are available, the shift(s) may be offered to qualified members of the bargaining unit.

If permanent staff are not available shifts shall be offered to the casual employees on a rotational basis.

The Employer agrees to provide The Union with a regularly updated seniority list as noted in Article 13.03.

ARTICLE 5 - UNION DUES CHECKOFF

- 5.01 All employees to whom this Agreement applies shall have an amount equal to the dues as determined by the Union **and deducted by the Employer's accounting department** from their salaries. Such dues shall be forwarded to the Secretary-Treasurer of the Union not later than fifteen (15) days following the deduction, together with a list of the names of the employees from whom the deductions have been made.
- 5.02 The Employer shall include the amount of union dues paid by each employee in the previous year on each employee's Income Tax T-4 slip.
- 5.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 6 - UNION STEWARDS

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select stewards to represent employees.
- 6.02 The duties of stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 6.03 The Union shall provide the Employer with written notification of the name of each Steward before the Employer shall be required to recognize them.
- 6.04 For complaints of an urgent nature, a Steward shall first obtain the permission of the Employer before leaving their work to investigate such complaint. Such permission shall not be unreasonably sought or withheld.
- 6.05 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from the Employer for the time required to deal with the complaint or grievance.

ARTICLE 7 - UNION BUSINESS

- 7.01 Leave of absence to attend to Union business may be granted to employees based on the following conditions:
- (a) Requests for such leave shall be made in writing by the Union to the Employer with reasonable advance notice but not less than three (3) working days, and shall be granted only where operational requirements

permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and not be unreasonably denied.

- (b) Where such leave of absence has been granted by the Employer under subsection (a), the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

- 7.02 **Three (3)** employees shall be allowed to attend negotiations with the Employer without loss of pay or benefits, but such activity shall not be construed to be overtime required by the Employer.
- 7.03 The Employer agrees that the Union shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with grievances. Such representatives may, upon prior request to the Employer, be allowed access to the Employer's premises at a mutually agreed upon time for the purpose of assisting in the settlement of a grievance.
- 7.04 The Union agrees that Union meetings will not be held on the Employer's premises during working hours and that no employee or Union official will solicit membership in the Union during working hours without first obtaining the permission of the Employer.
- 7.05 The matter of whether the Employer shall be liable for pay and benefits of any employee for attendance at arbitration hearings as provided for in this Agreement shall be decided by the Board of Arbitration, or sole arbitrator, as the case may be.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 During the term of this Agreement or any extension, the parties agree that there shall be no strikes of any kind whatsoever, work stoppages, slow downs, or interference or interruptions with the operation of the Employer by any employees or the Union, and there shall be no lockout by the Employer.
- 8.02 Any employee who refuses to perform work which would directly facilitate the operation or business of another employer whose employees are locked out or on legal strike shall not be subject to any disciplinary action by the Employer. Notwithstanding the employees' rights previously mentioned, the parties agree during the term of this Agreement or an extension, there shall be no strike or interruption of work because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement.
- 8.03 Any employee who violates the provisions of this Article shall be subject to disciplinary action up to and including dismissal.

ARTICLE 9 - NO DISCRIMINATION

9.01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, place of residence, family relationship, political or religious affiliation, membership or non-membership in the Union, activities in the Union, sexual orientation and gender identity, social disadvantage, source of income, and physical or mental disability including HIV/AIDS subject to reasonable accommodation.

9.02 The parties further agree that each employee is entitled to a safe and respectful workplace and personal harassment/bullying of any form shall not be tolerated, and as per Provincial Legislation the Employer has created a Respectful Workplace and Harassment Prevention Policy.

Employees are encouraged to report allegations of such behaviour in keeping with the process set out in the policy.

ARTICLE 10 - DISCIPLINARY ACTION

10.01 An employee shall only be subject to disciplinary action for just cause. Incarceration or criminal charges not relating to the workplace shall not be automatically deemed just cause for termination.

10.02 Where disciplinary action other than an oral reprimand has been taken against an employee, the employee shall be advised in writing of the circumstances which made the disciplinary action necessary.

10.03 (a) In all instances where the Employer considers that an employee warrants disciplinary action other than an oral reprimand 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 may be accompanied at the meeting by the Union representative if they so desire.

(b) If the action referred to in the above clause results in a written warning, suspension or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or courier service.

(c) Upon written request, an employee shall be given the opportunity to examine any document which is placed in their personnel file, **subject to appropriate redactions of investigative documents, provided no part of same is removed from the file.** Upon written request the employee

shall also receive a copy of any document forming part of the personnel file at their own expense.

- (d) Disciplinary notices, as well as other related documents, including any employee response will be removed from an employee's file after one (1) calendar year provided there has not been a recurrence of a similar nature.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 For the purpose of this Agreement, a grievance is defined as an alleged violation of a specific article or section of this Agreement or employment-related legislation which has arisen or arises following the signing date of this Agreement.

11.02 If a grievance arises, there shall be no stoppage or suspension of work because of the grievance but it shall be submitted to the following grievance procedure:

Step 1

Within ten (10) working days of the time the grievance arises, the employee may present an oral complaint to their immediate supervisor. Within ten (10) working days after presentation of the grievance, the employee's immediate supervisor shall give their answer orally to the employee.

Step 2

If the grievance is not resolved at Step 1, the Union may submit a signed written grievance to the Executive Director or a designate within ten (10) working days of the immediate supervisor's verbal response. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all provisions of the Agreement alleged to have been violated by appropriate reference, shall state the contention of the employee and the Union with respect to these provisions and shall indicate the redress requested. The Executive Director or designate shall submit their answer to the Union in writing within fifteen (15) working days of receipt of the grievance at Step 2.

Step 3

If the grievance is not resolved at Step 2, the Union may submit the same grievance in writing to the Executive Committee of the Board of Directors of the Employer within ten (10) working days of receipt of the reply from the Executive Director at Step 2.

The Executive Committee of the Board of Directors of the Employer shall submit their answer to the Union in writing within ten (10) working days of the receipt of the grievance at Step 3.

Step 4

If the grievance is not resolved at Step 3, either party may submit the grievance to arbitration in accordance with the procedure set out in Article 12 of this Agreement

- 11.03 An employee has the right to be represented by a Steward and/or Union representative at any step of the Grievance Procedure.
- 11.04 All time lines are directory in nature and both parties agree to attempt to work within them. The time limits may be extended by mutual consent in writing.

ARTICLE 12 - ARBITRATION PROCEDURE

- 12.01 Provided the grievance has been properly processed in accordance with the Grievance Procedure set out in Article 11, either party may submit an unresolved grievance to arbitration by notifying the other party in writing of its desire to do so, within ten (10) working days of the receipt of the decision at Step 3 of the Grievance Procedure.
- 12.02 Unless both parties agree to the selection of a sole arbitrator within ten (10) working days following the matter being referred to arbitration, **the Manitoba Labour Board will be requested to do so.**
- 12.03 The **Arbitrator** shall commence hearings as soon as reasonably possible of the grievance being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the grievance submitted and shall make a decision in the form of an award which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- 12.04 The **Arbitrator** shall not have the power to add to, subtract from, disregard, modify, or alter in any way the provisions of the Agreement.
- 12.05 The powers of the Arbitration Board shall be limited to deciding whether there has been a violation of the express articles or sections of this Agreement or employment-related legislation and the Board shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth remains within the reserved rights of the Employer.
- 12.06 Any of the time limits referred to above may be extended by mutual agreement of the parties involved.

12.07 The **Arbitrator** shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to:

- (a) the Executive Director of the Employer;
- (b) the Grievor;
- (c) the Union.

12.08 The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:

- (a) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the **Arbitrator**.
- (b) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
- (c) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
- (d) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the **Arbitrator** in conducting the arbitration.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit wide basis and shall include service with the Employer prior to the effective date of this Agreement.

13.02 An employee who has been hired for a permanent position who has successfully completed the probationary period, as set out in this agreement under Article 15, shall be placed on a seniority list at that time back-dated to the date of employment in the bargaining unit and will then be entitled to all the benefits of an employee.

13.03 The Employer shall maintain a seniority list showing the date on which each employee commenced service with the Employer. A copy of this list shall be provided to the Union within thirty (30) days of the signing of this Agreement and shall be posted on the premises. Up-to-date seniority lists shall be sent to the Union and posted on the premises once in every year.

13.04 An employee's seniority and all rights under this Agreement shall be forfeited, with no obligation on the Employer to rehire the employee, in the event of any one of the following occurrences:

- (a) if they **are** discharged for cause;
- (b) if they **resign** voluntarily;
- (c) if they are laid off for a period in excess of twelve (12) months;
- (d) after obtaining an authorized leave of absence, they fail to report at the expiration of their leave of absence;
- (e) if they are absent for **five (5)** consecutive scheduled working days without authorized leave of absence or without a reasonable verifiable explanation in which case the employee shall be deemed to have resigned voluntarily;
- (f) if they fail to return to work when recalled following a layoff;
- (g) six (6) months after their term/contract has expired.

13.05 The skill, reliability and efficiency of an employee shall be the determining factors in all cases of employment, promotion, advancement of employees to a higher classification within the bargaining unit, layoffs and recalls. Where the Employer deems that these factors are relatively equal between two (2) or more existing employees, then seniority shall be the determining factor.

ARTICLE 14 - PERSONNEL SELECTION

14.01 Wherever possible, the Employer shall attempt to fill vacant or new positions from within its present staff.

14.02 When a new position is created or when a vacancy occurs, either inside or outside the bargaining unit, the Employer shall post notice of the position in the Employer's office and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Posting of such notice shall contain sufficient information identifying the nature of the position, qualifications expected and the position's classifications. Such posting shall not prevent the Employer from advertising outside the premises.

However it is clearly understood that any employee(s) from inside the bargaining unit who bids on a vacancy outside of the bargaining unit and is not selected to fill the vacancy shall not have the right to file a grievance in the matter. Neither shall the Union have such right.

The Employer will endeavor to fill permanent positions inside the bargaining unit in a timely fashion once a vacancy occurs, as funding allows. Start dates for new employees shall be arranged by the Employer in a timely fashion.

The Employer shall inform the Union, and shall post the name of the successful candidate within seven (7) days of the appointment.

- 14.03 Where response to a posting in the opinion of the Employer fails to provide a suitably qualified candidate; the Employer shall be at liberty to fill the vacancy in any manner it chooses.
- 14.04 Where an employee has submitted an application for a posted position, the Employer shall issue a written reply to the employee within five (5) working days following the date of the selection of the successful candidate, advising the employee of the outcome. Upon written request from the employee within five (5) working days of receipt of the written reply, the Employer agrees to discuss the reason(s) why they were not the successful candidate.

ARTICLE 15 - PROBATION

- 15.01 Every employee shall be on probation, for a period of nine hundred and seventy-five (975) hours from the date they were hired in a bargaining unit position. Should a former employee be rehired within a three (3) year period for a position they previously held, they shall not be required to undergo a probationary period if they had already completed probation. In the case of employee returning to a position they previously held within three (3) years, but where the probationary period was not completed, they shall resume probation where they left off. If a previous employee is hired in a new classification/position or hired after more than a three (3) year absence, they shall undergo a probationary period. At any time during this period, the employee may be rejected by the Employer in its sole and exclusive discretion and such rejection shall not be grievable nor arbitrable except in cases of alleged discrimination as defined in Article 9 hereof, or bad faith. In order to satisfy the requirement of good faith, the employer will be required to demonstrate that the probationary employee's immediate supervisor took reasonable steps to supervise and support the employee and to address the concerns they had about the employee's performance.

Feedback between the employees and the Employer shall occur during the probationary period. The purpose of the feedback is to provide positive guidance, direction and address issues as they arise with the goal being the probationary employee be successful in the position. The Employer shall perform a performance appraisal and provide direction, if necessary, at a meeting with the probationary employee prior to their 485th hour worked to help ensure the probationary period is successful. The performance appraisal and any direction given will be noted in the employee's personnel file.

The Employer agrees to notify the employees in writing that they have completed their probationary within two (2) weeks prior to end of probationary period.

- 15.02 Should a probationary employee move to another position in which other or more skill sets are required, the probationary period for that position shall begin on that date. However, should the probationary employee not be successful in the second position, either by management's or the employee's decision, the probationary employee has the right to resume their first position and that probationary period will resume where it was suspended. The Employer will only hire someone to fill the first position on a term basis pending the outcome of the move.
- 15.03 Should an established permanent employee move to another position in which other or more skill sets are required, a trial period of three (3) months will be instituted. Should the employee be unsuccessful in the second position, either by management's or the employee's decision, the employee has the right to resume their first position. The Employer will only hire someone to fill the first position on a term basis pending the outcome of the move.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 A layoff may be defined as a reduction of regularly scheduled hours.
- 16.02 Should the Employer determine layoffs are necessary they shall inform the Union and together the parties will discuss possible alternatives. Should the Employer still determine layoffs are necessary employees who are to be laid off shall be given four (4) weeks' notice. Layoffs shall occur in reverse order of seniority provided that those remaining can perform the duties as needed.
- 16.03 Laid off employees shall be placed on a recall list and shall be recalled in order of seniority provided they can perform the necessary duties.

ARTICLE 17 - RESIGNATIONS

- 17.01 An employee who wishes to resign shall provide the Employer with a written notice which specifies the date the resignation is to be effective, at least two (2) weeks prior to that date in the case of a clerical employee and four (4) weeks prior to that date in the case of a professional employee. Notice of resignation shorter than this may only be given with the approval of the Employer.
- 17.02 Should an employee resign without proper notice the Employer shall pay that employee only for the hours worked.

ARTICLE 18 - HOURS OF WORK

- 18.01 This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or a guarantee of days of work per week.

18.02 The standard workweek for employees shall consist of thirty-seven and one-half (37½) hours, exclusive of lunch periods. Due to the nature of the work, employees may be scheduled to work into the evening. It is understood that on those days they will not be required to work over 7.5 hours but will start at a time reflective of the end of their day.

18.03 A lunch period of at least thirty (30) minutes shall be scheduled by the Employer. Each employee shall be entitled to a fifteen (15) minute rest period during each half working day.

18.04 Hours of Work

Regular hours of work for Residential Program employees will be:

- (a) eight (8) hours per day including meal periods and including rest periods; and
- (b) forty (40) hours per week; and
- (c) residential program employees will be given thirty (30) minutes on-site for a paid meal period and two (2) paid fifteen (15) minute breaks, on-site during their eight (8) hour shift. Where the employee cannot leave the site, unless the residence is double staffed, they shall not be asked or expected to perform duties while on break or during their meal period unless an emergency rises. Should a meal period or break be interrupted the employee shall resume their meal period or break as soon as feasibly possible.

ARTICLE 19 - OVERTIME

19.01 The Employer may require an employee to work overtime. At no time shall an employee be required to work overtime against their wishes provided another employee is able to do the work. Overtime will be offered to qualified worker(s) able to perform the duties required.

19.02 Where a **CRF** employee has been required by the Employer to work in excess of their normal daily or weekly hours of work or on their first day of rest, they shall be compensated at the rate of one and one-half times (1½ x) their regular rate of pay for such time worked.

19.03 Where a **CRF** employee has been required by the Employer to work on their second day of rest, they shall be compensated at the rate of two times (2 x) their regular rate of pay for all such time worked.

- 19.04 Where an employee has been required to work overtime, they may elect to receive equivalent compensatory time off in lieu of payment, to be taken at a time mutually agreeable to the employee and the Employer. Where mutual agreement cannot be reached, the employee shall receive payment at one and one-half times (1½ x) their normal rate of pay. Banked overtime must be paid out within three (3) months of the date it was worked.
- 19.05 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be paid under more than one (1) Article of this Agreement.
- 19.06 The Employer recognizes in principle that excessive authorized work performed by professional employees on a Saturday, Sunday or Statutory Holiday, should be compensated for in a manner satisfactory to **both** the employee **and Employer** and consistent with the requirements of maintaining efficiency. Wherever possible, such time off should be on a time and one-half basis unless otherwise mutually agreed, and taken at a time acceptable to both parties.

ARTICLE 20 - HOLIDAYS

20.01 The following holidays shall be observed by the Employer:

- (a) New Year's Day
- (b) Louis Riel Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Indigenous Day*
- (g) Canada Day
- (h) Terry Fox Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) National Day for Truth and Reconciliation
- (o) any other holiday proclaimed by Federal or Manitoba Provincial Statute.

*Indigenous Day June 21st. An employee may be asked to work on June 21st in order to attend an Indigenous Day event or celebration on behalf of the Employer, in which case they would be given time in lieu of, at the rate of one hour to one hour.

20.02 Where any of the holidays in Section 20.01 falls on a Saturday, the preceding working day shall be observed as a holiday in lieu that day, and where any of the holidays falls on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu that day. The following exceptions being when

New Year's Day, Canada Day or Christmas Day fall on a Saturday or Sunday, employees will be entitled to a holiday with pay on the working day immediately following the holiday.

20.03 A part-time employee shall be paid for a statutory holiday at a prorated amount, based on the number of hours they regularly work, regardless of whether they are regularly scheduled to work on the day when the holiday falls. Should the prorated amount be less than what they would normally work on that day, they can make up the difference by working additional hours on a different day of the same week.

A full-time employee shall be paid the regular wages they normally would have been paid for the day of the holiday when they do not work on the holiday provided:

- (a) They did not fail to report for work on the day of the holiday when they were scheduled to do so, unless their absence was due to legitimate illness; and
- (b) They worked on their regularly scheduled working day immediately preceding the holiday and their regularly scheduled working day immediately following the holiday, unless otherwise excused by the Employer.

20.04 Where an employee has been required by the Employer to work on the day of the holiday, they shall be paid at a rate of one and one-half (1½) their regular rate of pay for all such time worked in addition to their regular wages for the day if they are eligible under Section 20.03.

20.05 Where a holiday falls within an employee's vacation period, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.

ARTICLE 21 - VACATIONS

21.01 For purposes of this Agreement, a vacation year is the period beginning on the 1st day of April and ending on the 31st day of the following March. Employees shall be able to take vacation as soon as they have accumulated vacation days.

21.02 Full-time employees shall accumulate vacation leave as per the following:

- (a) First to fourth (1st-4th) years of employment - 15 days (1¼ days per month)
- (b) Fifth to ninth (5th-9th) years of employment - 20 days (1⅔ days per month)
- (c) Tenth to nineteenth (10th-19th) years of employment - 25 days (2⅓ days per month)

(d) Twenty (20) years and yearly thereafter - 30 days (2½ days per month)

In the 15th, 20th, 25th and every five (5) years thereafter an employee shall be entitled to one (1) bonus week of vacation for that year only.

- 21.03 Vacation leave may be taken only with the consent of the Employer. Vacation leave for non-professional staff in excess of fifteen (15) days may be subject to the operational requirements of the Employer; such consent shall not be unreasonably denied.
- 21.04 For the purposes of this Article continuous service shall be deemed to include all periods of approved leave of absence (e.g. vacation, sick leave, maternity leave, etc.).
- 21.05 Vacation leave credits may not be accumulated for more than two (2) vacation years since paid vacations are recognized as being important to an employee's well-being unless otherwise mutually agreed between the Employer and employee.

ARTICLE 22 - SICK LEAVE

- 22.01 It is agreed by both parties that sick leave will be granted to an employee as set out below, only when they are unable to be at work and perform their regular duties as the result of legitimate illness, physical and/or mental, and that any proven abuse of sick leave may result in disciplinary action of the employee concerned up to and including dismissal.
- 22.02 The sick leave to which an employee is entitled shall accumulate at the rate of one and one-half (1½) working days per month. Sick leave shall not be taken in advance of when it is earned.
- 22.03 Sick leave credits shall not accumulate beyond one hundred and twenty-five (125) working days.
- 22.04 An employee hired on or before the fifteenth (15th) day of the month shall be eligible to accumulate sick leave credits for that month. An employee hired later than the fifteenth (15th) day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date employment commenced.
- 22.05 Sick leave shall not accumulate during periods when an employee is:
- (a) absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days; or
 - (b) absent without leave; or

- (c) absent on leave of absence without pay for longer than ten (10) consecutive working days.

22.06 An employee who has been absent because of illness in excess of three (3) days shall furnish when requested by the Employer at any time during or after this period of illness, a certificate from a duly qualified medical practitioner certifying that they are or were unable to be present at work because of the illness. The cost of obtaining the medical certificate shall be at the Employer's expense. Where an employee fails to produce a medical certificate acceptable to the Employer, they may not be entitled to be paid for the period of absence.

ARTICLE 23 - COMPASSIONATE LEAVE

23.01 In recognition that close personal relationships exist outside of traditional family structures employees shall be entitled to request bereavement leave for a period of up to five (5) days without loss of salary or benefits following the death of any person for whom the employee has bereavement responsibilities. Such leave will not be unreasonably requested or denied.

23.02 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary requested for the purpose of attending a funeral at a distance.

23.03 Compassionate Care Leave

Employees shall be granted an unpaid leave of absence of twenty-eight (28) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position. During the EI waiting period, the Employer will provide payment equal to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification, which the employee was receiving on the last day worked, prior to the commencement of the leave. The Employer will also provide for six (6) weeks' difference between the payments received from EI and ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification which the employee was receiving on the last day worked, prior to the commencement of the leave.

The employee may request an extension to the leave, in writing, should the circumstances warrant. Approval of an extension shall not be unreasonably denied. Should the need arise such leave may be converted to compassionate leave as described in Article 23.01.

ARTICLE 24 - MATERNITY LEAVE

24.01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

24.02 Plan A

In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) months of employment with or for the Employer, prior to submission of a written request;
- (b) a written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy and not less than four (4) weeks before the intended date of the leave under Plan A, indicating length of time requested.

24.03 (a) An employee who qualifies is entitled to and shall be granted **birth parent or pregnant** leave without pay consisting of up to seventeen (17) weeks.

- (b) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave. Should it be necessary for health reasons, an employee may, with supporting documentation from their medical health practitioner, take a sick leave or begin their **birth parent or pregnant** leave early.

(c) The Agency recognizes the right of an employee to take unpaid **non-birth-parent** leave under the *Employment Standards Code*, provided that:

- (i) the employee has completed seven (7) consecutive months of employment for or with the Agency; and
- (ii) the employee 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.

The employee is entitled to, and shall be granted, **non-birth parent** leave consisting of a continuous period of up to sixty-three (63) weeks.

Where an employee intends to take **non-birth parent** leave in addition to **birth or pregnant** leave, the employee must commence the **non-birth parent** leave immediately upon the expiry of the maternity leave without a

return to work after the expiry of the maternity leave and before commencement of the parental leave, unless the employee and the Employer agree otherwise.

- 24.04
- (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of their accumulated sick leave against the Employment Insurance waiting period.
 - (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

24.05 Plan B

The Employer shall continue a Supplementary Employment Benefit Plan (SUB) approved by Canada Revenue Agency in order to provide a maternity leave allowance as outlined below.

24.06 In order to qualify for Plan B a pregnant employee must:

- (a) have completed twelve (12) continuous months of employment with the Employer;
- (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified in their application as the day on which they intend to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery;
- (d) provide the Employer with proof that they have applied for employment insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such E.I. benefits

24.07 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) they will return to work and remain an employee of the Employer on their regularly scheduled hours for at least four (4) months following their return to work, allowing for medical accommodations and reasonable consideration of alternate timelines for employees requesting part-time work, and

- (b) they will return to work on the date of the expiry of their maternity leave unless the date is modified by the Employer, and
- (c) should they fail to return to work as provided under (a) and/or (b) above, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of maternity leave.

24.08 An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 06 (c), or
- (b) 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 Section 06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary the length of maternity leave upon proper notification by the attending physician.

24.09 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay;
- (c) all other time as may be provided under Section 24.08 shall be on leave without pay basis.

24.10 Plan B does not apply to term or part-time employees or employees subject to layoff, or to employees working less than forty-five (45) hours every (2) two weeks.

24.11 The Agency recognizes the right of an employee to take unpaid parental leave under the *Employment Standards Code*, provided that:

- (a) the employee has completed seven (7) consecutive months of employment for or with the Employer; and
- (b) the employee 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.

The employee is entitled to, and shall be granted, parental leave consisting of a continuous period of up to sixty-three (63) weeks.

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

24.12 During the period of leave, sick leave and vacation benefits will not accrue.

ARTICLE 25 - PATERNITY LEAVE

25.01 An employee may be granted up to a maximum of sixty-three (63) weeks unpaid parental leave during the fifty-two (52) weeks directly following the date their partner gives birth or there is an adoption. Employees wishing to take this leave shall give the Employer four (4) weeks written notice before the date the leave is to begin. An employee may end their leave early with one month's written notice.

25.02 Upon written request to the Employer, an employee may be granted up to a maximum of sixty-three (63) weeks' leave without pay to attend to needs directly related to the birth of the child.

ARTICLE 26 - ADOPTIVE PARENT LEAVE

26.01 An employee who qualifies for adoptive parent leave may apply for such leave in accordance with either Plan A or Plan B, but not both. The employee may be required to furnish proof of adoption.

26.02 Plan A

Upon written request to the Employer, an employee who is adopting a child shall be granted a leave without pay up to a maximum of sixty-three (63) weeks to commence within fifty-two (52) weeks of the date of the child's adoption.

26.03 Plan B

The Employer shall continue a Supplementary Employment Benefit Plan (SUB) approved by Canada Revenue Agency in order to provide a parental leave allowance as outlined below for the purposes of adopting a child.

26.04 Plan B shall be available to only one (1) parent, not both.

- 26.05 In order to qualify for Plan B an employee must:
- (a) have completed twelve (12) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the days specified by her the application as the day on which the leave is to commence;
 - (c) provide the Employer with proof that the employee has applied for employment insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such employment insurance benefits pursuant to the *Employment Insurance Code*.
- 26.06 An applicant for adoptive parent leave under Plan B must sign an agreement with the Employer providing that:
- (a) the employee will return to work and remain in the employ of the Employer on a full-time basis for at least four (4) months following the return to work; and
 - (b) the employee will return to work on the date of expiry of the adoptive parent leave unless the date is modified by the Employer; and
 - (c) should the employee fail to return to work as provided under (a) and/or (b) above, the employee is indebted to the Employer for the full amount of pay received from the Employer as an adoptive parent allowance during the entire period of adoptive leave.
- 26.07 An employee who qualifies is entitled to an adoptive parent leave allowance consisting of a period of seventeen (17) weeks.
- 26.08 During the period of adoptive parent leave, an employee who qualifies is entitled to an adoptive parent leave allowance in accordance with the SUB plan as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
 - (c) all other time as may be provided shall be on a leave without pay basis.

26.09 The Agency recognizes the right of an employee to take unpaid parental leave under the *Employment Standards Code*, provided that:

- (a) the employee has completed seven (7) consecutive months of employment for or with the Employer; and
- (b) the employee 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.

The employee is entitled to, and shall be granted, parental leave consisting of a continuous period of up to sixty-three (63) weeks.

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

26.10 Plan B does not apply to term employees or employees subject to layoff.

26.11 During the period of unpaid leave, sick leave and vacation benefits will not accrue.

ARTICLE 27 - COURT LEAVE

27.01 An employee who is summoned for jury duty or who receives a subpoena to appear as a witness in a court proceeding, other than a court proceeding resulting from the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

ARTICLE 28 – DOMESTIC VIOLENCE LEAVE

28.01 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 the fact that an employee who is in an abusive or violent situation will be considered as a mitigating factor for absence or performance issue directly linked to the abusive or violent situation, provided that the Employer has been informed of the presence of domestic violence involving the employee in a timely fashion.

An employee dealing with violence or abuse in their personal life will be granted up to seven (7) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen

(17) additional weeks without pay which shall be taken in one (1) continuous period. Such requests shall not be unreasonably denied.

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 to ensure the safety in the workplace for staff as a whole as well as that of the employee directly affected.

ARTICLE 29 - LEAVE WITH PAY FOR FAMILY AND/OR PERSONAL RELATED RESPONSIBILITIES

29.01 An employee will be granted **six (6)** days leave without loss of pay or benefits per fiscal year to provide care for themselves or any person for whom the employee has care-giving responsibilities. **This leave may also be used for cultural and personal care purposes.**

ARTICLE 30- CIVIL LIABILITY

30.01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Employer through the Executive Director of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer through the Executive Director before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of their duty as an employee;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full

responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

ARTICLE 31 - WAGES

31.01 Employees shall be compensated as described in the attached Schedule "A".

31.02 Equitable Pay

When an employee is tasked with principal duties of another job description resulting from a vacancy or leave of absence they shall be compensated at the rate of the position they are assuming, or at their current rate, whichever is greater. Prior to any such assignment the Employer, employee and Union shall meet to discuss the impact of the assignment on the employee and their regular assignment.

When an employee is asked to assume some (less than all) of the principal duties of another job description resulting from a vacancy or leave of absence, prior to any such assignment the Employer, employee and Union shall meet to discuss the impact of the assignment on the employee and their regular duties and whether any change in salary or reduction in existing duties is required.

ARTICLE 32 - GENERAL PROVISIONS

32.01 Gender neutral pronouns shall be used throughout this agreement. Plural and singular forms shall be interchangeable, where the context so allows.

32.02 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

32.03 (a) Mileage allowance will be that of the Province of Manitoba mileage rates.

(b) An employee who has travelled by bicycle for work purposes may claim an allowance of **thirty cents (30¢)** per kilometre towards the upkeep of such bicycle and related safety equipment.

32.04 The Employer agrees that grant employees will not be hired or utilized to replace permanent employees covered by this Agreement or to perform Bargaining Unit work, without prior agreement.

- 32.05 Employees shall have the right to add input to the performance appraisals of the Executive Director in a manner determined by the Board of Directors on a biannual basis.

ARTICLE 33 - TRAINING

- 33.01 Each employee is entitled to forty (40) hours per year for self-determined training, accumulative for a maximum of two (2) years. In order to encourage training, unused hours cannot be carried over into a third year. In consultation with the employee's immediate supervisor, this training may include university courses, community college courses or any other training or work experience which will provide knowledge, skills or competency suitable to career development in the social service or the criminal justice fields.
- 33.02 A training allowance of three hundred and fifty dollars (\$350) maximum per employee per year shall be included in the budget to encourage this professional development. This training allowance is not accumulative after two (2) years and approval is subject to operational requirements. In addition, the Employer may request, recommend, or direct that staff attend specific conferences or staff training, at Agency expense. This is subject to the availability of funding for such purposes.
- 33.03 Training allowances are paid on condition of acceptable completion of the training course. Failure to obtain a passing grade on courses taken will require the employee to reimburse the training allowance to the Employer.
- 33.04 (a) Employees may request unpaid work-related educational leave after three (3) years' service, for a maximum of one (1) year's leave. In the case of work-related educational leave, the Employer will reimburse fifty percent (50%) of the year's tuition fees, to a maximum of one thousand dollars (\$1,000) (prorated), pending the passing of courses at an accredited institution. The employee shall commit to continue employment for an amount of time equal to the time predetermined to be taken in educational leave. If the employee resigns before the subsequent time is completed, the employee will be required to repay the total tuition paid by the agency. Staff will not lose seniority while on educational leave. Requests must be filed at least six (6) months in advance. No more than one staff member may be on unpaid educational leave at a time.
- (b) Employees studying while continuing to work can request schedule modifications to participate in education, and request to apply a portion of their self-determined training allowance towards the cost of books and tuition. Such requests will not be unreasonably denied.

ARTICLE 34 - EXTENDED HEALTH AND RETIREMENT BENEFITS

34.01 The Employer agrees to pay in addition to current Health Benefits: vision care, dental fee rider on orthodontics as a division to employee regarding EI premium reduction, and the premiums for the Employee Assistance Plan available through the Community Agencies Benefits Plan.

34.02 Individual Staff Self-care

Members of the bargaining unit will be reimbursed up to **forty dollars (\$40)** for a recreational/care related activity or purchase of the individual's choice, every two (2) months. To claim the expense, the member would attach a receipt and describe the purchase or activity as a "staff self-care expense" on an expense/travel sheet. If the total of the activity or purchase is less than the allowable amount, it can be combined with a second activity or purchase in order to reach the maximum.

The allowance is based on hours worked, and is prorated for those working less than full-time. For example:

- a .5 can claim **\$20.00**
- a .6 can claim **\$24.00**
- a .75 can claim **\$30.00**
- a .8 can claim **\$32.00**
- a 1 EFT would get **\$40.00**

(For purposes of calculating the amount to be claimed, where the hours worked by the member of the bargaining unit fluctuate, the hours will be averaged over the two [2] month period for which the claim is being made.)

The benefit may be claimed every two (2) months, and will accumulate through the fiscal year (April to March). If this benefit is not used during the fiscal year it will be considered forfeited.

34.03 The Employer agrees to that employees will be enrolled in the Community Agencies Pension Plan in accordance with plan provisions, and the Employer shall remit Employer and employee contributions as required by the plan.

ARTICLE 35 - ADDICTIONS/MENTAL ILLNESS

35.01 Both parties recognize their obligation in accommodating employees and will fully participate in discussions to ensure the standards as laid out in the *Human Rights Code* are met. Each situation will be looked at individually with the end goal of a successful accommodation up to undue hardship.

ARTICLE 36 - HEALTH AND SAFETY

36.01 Cooperation on Safety

The parties shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and will provide protection from factors adverse to employee health and safety.

36.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable health and safety legislation and regulations. All mandatory standards established shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

36.03 Union-Employer Health and Safety Committee

A Joint Health and Safety Committee shall be established composed of an equal number of Union and Employer representatives. Minutes shall be taken of all meetings and copies shall be sent to each party.

36.04 The Employer and Union recognize that family violence can impact individual employees and the workplace as a whole. The Health and Safety Committee shall be tasked with developing a process/protocol for identifying and responding to family violence that may impact the workplace. All parties shall work together to ensure the safety of all workers as the need arises and ensure all workers are able to recognize signs of family violence and can offer appropriate help to those affected.

36.05 The Employer and Union recognize the importance of ongoing training and/ or recertification for staff at the Employer. The Employer agrees to budget a minimum of three thousand dollars (\$3,000) a year for training, and will direct the Health and Safety Committee to regularly review and prioritize training needs and make recommendations to management in terms of how the training budget should be allocated.

36.06 As well, the Employer shall create a safety training plan with each permanent employee and review it during the annual performance evaluation.

ARTICLE 37 - GENERAL LEAVE OF ABSENCE

37.01 (a) An employee will be required to submit a written request to the Employer for a general leave of absence. Such absence will be unpaid. Requests must specify the reason for the general leave of absence and will be

considered on an individual basis at the sole discretion of the Employer. An employee shall request the leave at least eight (8) weeks in advance of the expected start day, except in cases where the need for a leave emerges suddenly. A general leave of absence may be granted for no longer than one (1) year. The employee requesting a general leave of absence must have the intent to return to work after completing their general leave of absence. Such requests shall not be unreasonably denied. The employee will be required to notify the Employer of their intended return to work date at least six (6) weeks in advance.

- (b) Should an employee have criminal charges pending that are or could potentially affect **their** ability to carry out **their** duties:
 - (i) The Employer, together with the Union shall first look at restructuring the employee's duties.
 - (ii) If restructuring is not possible the employee could request a paid or unpaid leave of absence while the charges are dealt with.
 - (iii) The agency will consider all requests for leave, paid or unpaid in terms of both the employee's and the agency's interests. The granting of the leave of absence shall only be until the charges are dealt with, and will not confer an automatic right of recall on the employee.
 - (iv) Any decisions made, either in terms of restructured work duties and/or leave absence will be subject to review when the charges have been resolved.

ARTICLE 38 - CONTINUOUS SERVICE AWARDS

38.01 **Continuous Service Awards are replaced with salary recognition for service of two or more years with further recognition for employees who have four or more years of service. This stipend is in recognition of the experience, skills and knowledge they bring to their positions.**

- a) **Employees with two years of continuous service will receive a \$0.75 per hour stipend between their second year and fourth year of service;**
- b) **Employees with four or more years of continuous service will receive an additional \$0.75 per hour stipend for a total increase of \$1.50 per hour.**

ARTICLE 39 - LABOUR MANAGEMENT COMMITTEE

39.01 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of equal representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both parties in the interest of maximum service to the clients and the maintaining of harmonious relations.

39.02 Labour Management Committee

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Committee will meet quarterly. With mutual agreement by the chairpersons, additional meetings could be called in the interest of dealing with a particular matter should a more timely recommendation be needed. The agenda for the meetings will be set with mutual agreement from the chairpersons and circulated one (1) week in advance of regularly scheduled meetings and as soon as possible for any additional meetings.

39.03 Jurisdiction of Labour Management Committee

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

The Committee shall not have jurisdiction over wages, or other 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.

39.04 The parties agree on the importance of a diversified work force and they agree to meet and discuss a strategy over the course of this agreement through the Labour Management Committee.

ARTICLE 40 - BARGAINING UNIT MEMBER ON THE BOARD

40.01 **The Bargaining Unit member clause and individual on the Board is no longer part of the contract. In its place the Employer has agreed to undertake a bi-annual survey of work related and employee engagement issues with results to be provided to the Board of Directors for their review. The surveys are to be anonymous and it is anticipated they will be done through an on-line service.**

In addition, there will be one Board meeting per fiscal year where employees will be invited to attend in person and have the opportunity to meet and interact with Board members with the goal of increasing communication by expanding access to the Board where ideas can be discussed and concerns addressed.

ARTICLE 41 - JOB DESCRIPTIONS

41.01 The Employer agrees to supply job descriptions for all positions and classifications covered by this Collective Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. It is understood objections raised by the Union shall be limited to the accuracy of the contents of the job description in reflecting the nature and duties of the position.

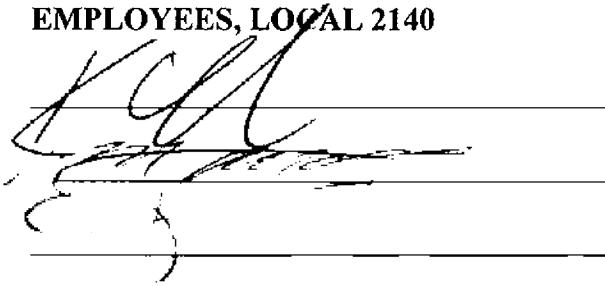
ARTICLE 42 - CHANGES IN CLASSIFICATION

42.01 The Employer has the right to establish new job descriptions. When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification, the Union will be notified within thirty (30) days and the JJE Committee shall meet to rate the job as outlined in Schedule "B" attached to and forming part of this Agreement. Employees within the classification who are affected will be notified and the JJE process will be explained to them.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals

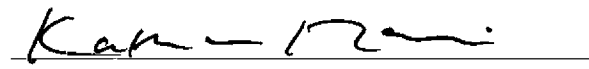
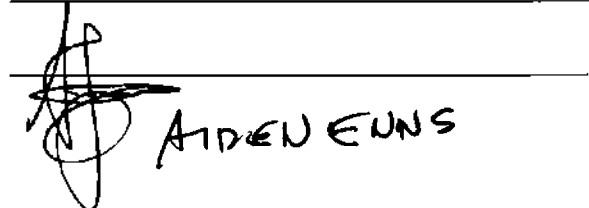
this 27 day of AUGUST, 2024 at Winnipeg, Manitoba.

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2140**



KC/mn/cope491
June 24, 2024

**FOR:
THE JOHN HOWARD SOCIETY OF
MANITOBA INC.**


KATHARINA MAIER

AIDEN EUNS

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2140
AND
THE JOHN HOWARD SOCIETY OF MANITOBA INC.
SCHEDULE "A"
SALARY SCALE**

<i>Effective April 1, 2023 (8%)</i>	
<i>Job Title</i>	<i>Hourly</i>
Residential Care Worker Casual	21.08
Residential Care Worker	21.08
Residential Care Worker (Overnight)	21.62
Admin Assistant / Building Manager	21.08
Communications and Special Initiatives	24.87
Literacy Instructor	24.87
Reintegration Caseworker	24.87
Caseworker	24.87

<i>Effective April 1, 2024 (4%)</i>	
<i>Job Title</i>	<i>Hourly</i>
Residential Care Worker Casual	21.92
Residential Care Worker	21.92
Residential Care Worker (Overnight)	22.49
Admin Assistant / Building Manager	21.92
Communications and Special Initiatives	25.87
Literacy Instructor	25.87
Reintegration Caseworker	25.87
Caseworker	25.87

<i>Effective April 1, 2025 (3%)</i>	
<i>Job Title</i>	<i>Hourly</i>
Residential Care Worker Casual	22.58
Residential Care Worker	22.58
Residential Care Worker (Overnight)	23.17
Admin Assistant / Building Manager	22.58
Communications and Special Initiatives	26.65
Literacy Instructor	26.65
Reintegration Caseworker	26.65
Caseworker	26.65

Note: Any employee covered by the Collective Agreement whose wage rate is higher than the proposed salary changes will be red circled and will continue to receive their current wage rate. They will not be eligible for additional pay increases until the maximum pay is increased above their individual pay rate. Any red circled employee would receive a signing bonus of two hundred and fifty dollars (\$250) upon signing of the collective agreement.

SCHEDULE "B"
JOB EVALUATION
MANUAL OF PROCEDURES

This manual of procedures is supplemental to and forms an integral part of the current Collective Agreement

ARTICLE 1 - PURPOSE

The purpose of this manual is to outline the procedures for the establishment and maintenance of the Joint Job Evaluation Program in accordance with the provisions of the Collective Agreement. The program is intended to ensure job descriptions and job ratings meet changing conditions and work requirements and thereby maintain an equitable wage structure.

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement	The Collective Agreement currently in effect between the Employer and CUPE Local 2140
Decision	Unanimous Agreement
Incumbent	An employee of the Employer assigned to a job in the bargaining unit for which CUPE and its Local 2140 is the recognized bargaining agent
Factors	The major criteria used to measure jobs are skill, effort, responsibility and working conditions
Subfactors	Are components of the four major factors
Subfactor Degree	The actual measurement levels within each subfactor
Green-Circled	The wage rate that is lower than the newly established wage rate
Job	A group of duties or tasks assigned to and performed by the incumbent(s)
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site visits
Job Description	The written description of a job which includes a summary, an outline of organizational relationships, and the major duties/ responsibilities listed in order of importance

Job Evaluation	A process which measures the value of jobs in relation to each other: This value is expressed in points
Pay Grade	A designated start and job rate within the salary schedule
Points	The numerical expression assigned to each degree within each subfactor
Job Evaluation Plan	The Plan contains the guidelines and degree levels for each subfactor used for evaluating a job
Red-Circled	The wage rate that is higher than the newly established wage rate
Salary Schedule	A listing of job titles, point bandings and pay grades
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Job Evaluation Plan

ARTICLE 3 - FACTORS OF JOB DESCRIPTION AND RATING

- 3.1 The Joint Job Evaluation Committee shall consist of two (2) representatives from the Employer and two (2) representatives from CUPE Local 2140.
- 3.2 The CUPE Local 2140 members of the Committee and any alternates appointed by CUPE Local 2140 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.

ARTICLE 4 - MAINTAINING THE JOB ANALYSIS AND RATINGS

- 4.1 The first step in the process involves the completion of a Job Analysis Questionnaire by the incumbent and Employer. The completed questionnaire is then submitted to the Committee along with an up-to-date job description. The questionnaire and job description should document any changes in the job resulting from new/changed circumstances as requirements of the job.
- 4.2 In the second step, the Job Description is then submitted to the employee and supervisor for review. Amendments may be necessary following feedback from the Employee/Employer.
- 4.3 The third step involves the actual rating of the job in accordance with the Job Evaluation Plan. The Plan evaluates the skill, effort, responsibility and working conditions involved in the job. To summarize errors of personal judgement, these are subdivided into subfactors against which each job is rated to determine its relative worth.

- 4.4 Job ratings serve to:
- (a) group jobs having relatively equivalent point values;
 - (b) provide the basis upon which wage rate relationships between jobs are established;
 - (c) measure changes in job content; and
 - (d) assign jobs into their proper pay grade in the Salary Schedule.
- 4.5 In the application of the Job Evaluation Plan, the following general rules shall apply:
- (a) It is the content of the job that is being analyzed, not performance of the incumbent.
 - (b) Jobs are evaluated without regard to existing wage rates.
 - (c) Jobs are placed in the appropriate degree level in each factor by considering the specific requirement of each job, the subfactor definition and the description of each degree level.
 - (d) The job analysis and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of other jobs in the bargaining unit.
 - (e) No interpolation of subfactor degrees is to be made in the use of this program (i.e. no use of midpoints).

ARTICLE 5 - MAINTAINING THE JOB EVALUATION PROGRAM

- 5.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions once a year in the month of September.
- 5.2
- (a) Whenever the Employer changes the content of a job or the incumbent/ Union feels that a job has changed, the following procedures shall apply:
 - (i) Either the incumbent or the supervisor may initiate a job evaluation review whenever they consider that the duties or responsibilities of the job have changed since the last evaluation. The review is initiated by completing and submitting a Job Evaluation Reconsideration Form (Appendix "A").

- (ii) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather further information if necessary. This may involve completing a new questionnaire, interviews and/or visits to the job site.
 - (iii) The Committee shall then meet to rate the job on each subfactor. Unanimous agreement shall determine the rating. The total point application shall determine the pay grade for the job.
 - (iv) If the agreed upon pay grade is greater than the present pay grade, the incumbent's wage shall be adjusted effective from the date the application was initiated.
 - (v) If the agreed upon pay grade maximum is less than the incumbent's maximum rate of pay, the incumbent shall be protected at the existing rate of pay.
 - (vi) All economic adjustment negotiated from time to time shall be calculated upon the higher of the calculated or original job rate.
- (b) Whenever the Employer decides to establish a new job, the following procedures shall apply however does not include term or contract employees as defined in Article 4.01 of the Collective Agreement.
- (i) The Employer shall prepare a tentative job description of the new job.
 - (ii) The J.J.E.C. shall meet and establish a temporary pay grade for the new job.
 - (iii) The new job shall be posted and an incumbent shall be appointed to the job within the temporary pay grade.
 - (iv) After six (6) months from the time of appointment, the incumbent shall complete a Job Analysis Questionnaire, which shall be submitted along with an updated job description to the Joint Job Evaluation Committee. The Committee will develop and verify a job description, evaluate the job and determine the appropriate pay grade. This pay grade shall become effective from the date of the incumbent's appointment.

5.3

Within sixty (60) days of the receipt of their job descriptions and job rating following the installation of the Job Evaluation Program, where the incumbent(s) or the Supervisor of the job disagree(s) with the rating of a job, be it new or changed, a reconsideration may be requested of the J.J.E.C., the incumbent/supervisor shall complete and submit a Job Evaluation Reconsideration Form (Appendix "A") stating the reason or reasons why the incumbent(s)/supervisor disagree(s) with the rating of the job. The incumbent and supervisor shall have the right to present information in person to the Committee. The Joint Committee shall consider the request and inform the incumbent(s) of their decision. Such

decision shall be considered final and binding upon the parties and upon the employees affected.

ARTICLE 6 - APPLYING THE RATING TO THE SALARY RANGES

6.1 The total point allocation shall be used to determine the salary range for the positions based upon the following table:

<u>Pay Grade</u>	<u>Job Evaluation Point Group</u>	<u>Job Title</u>
1	510 - 529	
2	490 - 509	
3	470 - 489	
4	450 - 469	
5	430 - 449	
6	410 - 429	
7	390 - 409	
8	370 - 389	
9	350 - 369	Program Coordinator/Reintegration Support Worker
10	330 - 349	
11	310 - 329	Literacy Coordinator
12	290 - 309	
13	270 - 289	Administration/Volunteer Coordinator
14	250 - 269	
15	230 - 249	Literacy Assistant

ARTICLE 7 - POWERS OF THE JOINT JOB EVALUATION COMMITTEE

The Joint Job Evaluation Committee shall have the power:

- (a) to evaluate the jobs using the Job Evaluation Plan.
- (b) to utilize the maintenance procedure developed to maintain the integrity of the program.
- (c) to recommend changes to the Job Evaluation Plan, its procedures, or methods to the parties as may be deemed necessary from time to time.

ARTICLE 8 - JOB EVALUATION ADVISORS

Nothing in this Agreement shall be interpreted as barring either party to the agreement from engaging representatives to consult/advise the Joint Job Evaluation Committee. They shall function as Consultants/Advisors with voice but no vote, but shall not sit as members of the Joint Committee.

ARTICLE 9 - DISAGREEMENT REGARDING JOB EVALUATION

- 9.1 In the event the Joint Job Evaluation Committee is unable to agree on any matters relating to the application of or administration of the job evaluation process, the Committee shall request, within ten (10) working days, a designate consul/advisor to attend a meeting of the Committee to assist in reaching a decision.
- 9.2
 - (a) In the event that the disagreement remains unresolved, the Committee will so advise the parties in writing within fifteen (15) working days from the date of the first discussion. The matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The arbitrator's fees and expenses shall be borne equally between both parties.
 - (b) The Employer and the Union shall be in attendance at the arbitration hearing. The arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.
 - (c) The documentation provided to the arbitrator shall be restricted to Job Evaluation documents such as Job Rating Sheets, the Job Evaluation Manual or other pertinent documents as required.
- 9.3 Time limits may be extended by unanimous agreement of the parties.

FLEX TIME INITIATIVE (MOU)

The parties through negotiations have discussed the adoption of a flex time or a stacked time agreement. The Employer and the Union are in general agreement that a flex time policy is desirable and it is agreed that policy work must be completed to ease the administrative burden and ensure the proper functioning of the office.

Management and Union representatives will work together in the 3 months following the signing of the contract to develop a flex time policy which will be tested for a 6-month trial period to determine changes that might need to be made to have a flex time policy that will work well for the employer and the staff.

WORK FROM HOME INITIATIVE (MOU)

The parties through negotiation have discussed the prospect of a work from home policy that will permit employees to work from home in some circumstances. It is agreed that policy work must be undertaken to ensure the proper functioning of the office as a core complement of people are necessary to maintain effectiveness and safety of personnel.

Management and Union representatives will work together in the 3 months following the signing of the contract to develop a work from home policy. The policy will be implemented and tested in a 6-month trial period to determine its workability and make changes as required to have a program that will work well for the employer and staff.

Agreed to this 27 day of AUGUST, 2024.

FOR THE EMPLOYER:
THE JOHN HOWARD SOCIETY OF
MANITOBA INC.

Katrina Maier

KATRINA MAIER

[Signature]

AIDEN ENDS

AUG 27 2024

KC/jca/cope 491
February 27, 2021

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2140

[Signature]

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