

# **Collective Agreement**

*Between*

**The Elizabeth Fry Society of Manitoba**

*And*

**The Manitoba Government and General Employees' Union**

**September 1, 2008 – August 31, 2011**

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## Preamble

The parties hereto have established the provisions contained herein for the purpose of promoting co-operation and understanding between Elizabeth Fry Society of Manitoba Inc. (the "Employer") and its employees, and to recognize the mutual value of joint discussions and negotiations with respect to compensation and working conditions for employees.

### Article 1 Recognition and Scope

**1:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent **as defined in the Manitoba Labour Board Certificate No. 6044** for the unit of employees described as:

All staff/employees employed by the Elizabeth Fry Society of Manitoba in the City of Winnipeg, Province of Manitoba, except for the Executive Director, the Administrative Assistant, those covered by other collective agreements and those excluded by the Act.

### Article 2 Definitions

**2:01** In this Agreement:

- (a) Full-time employee means an employee who works 35 hours or more per week on a regular and recurring basis;
- (b) Part-time employee means an employee who works less than 35 hours per week on a regular and recurring basis;
- (c) Probationary employee means a newly hired full time or part time employee who has not yet completed 910 hours of actual work, **or in the case of a term employee a further thirty (30) hours, or any extension of time pursuant to Article 6.03.** The terms of this Agreement shall apply to probationary employees except that such employees' employment may be terminated by the Employer without the employees having recourse to the grievance procedure subject to Article 6:04.
- (d) **Term** employee means a person who is hired to work in a position funded by a non-renewable grant, or for a defined period of time which is not expected to be extended upon completion. The terms of this Agreement shall not apply to **Term** employees employed by the Employer for less than six (6) months.

- (e) Casual employee means a person who is called by the Employer to work on a casual and unscheduled basis. The terms of this Agreement shall not apply to casual employees;
- (f) Volunteer means a person working without monetary compensation in a recognized volunteer or training program or as otherwise mutually agreed by the parties;
- (g) Employer means Elizabeth Fry Society of Manitoba Inc.; and
- (h) Union means the Manitoba Government and General Employees' Union.
- (i) Non-renewable grant means a grant received from a third party which, at the time the grant is awarded, is not expected to be renewed upon the expiry of the grant.

### **Article 3 Union Business / Security**

- 3:01** As a condition of employment, all new employees shall become members of the Union within thirty (30) calendar days of commencing employment. No employee shall be required to resign if expelled by the Union and the provisions of *The Labour Relations Act of Manitoba* shall apply in the case of "conscientious objectors". Employees who were hired prior to January 31, 2003 and who have not become members of the Union shall not be required to join the Union as a condition of employment.
- 3:02** An elected Union Officer shall be allowed to meet with each newly hired employee for up to 15 minutes during working hours to provide him/her with a copy of the collective agreement and acquaint the employee with the general conditions and obligations as they relate to employees.
- 3:03** The Employer agrees to deduct from employees' wages and forward to the Union an amount equal to the bi-weekly Union dues as determined by the Union, along with a list of names of employees for which dues have been deducted showing the amount of dues deducted for each employee. Such information shall be forwarded each pay period.
- 3:04** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

- 3:05** The Union agrees to indemnify and save the Employer harmless **with respect to all Union dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions, except for any claim or liability arising out of a failure by the Employer to remit to the Union the dues as required by Article 3.03.**
- 3:06** For new employees, deductions become effective on the first day of the bi-weekly pay period following date of hire.
- 3:07** The Employer agrees to provide the Union **the use of space on existing bulletin boards for the purpose of posting Union information. Before posting, material must be submitted to the Executive Director for approval which shall not be unreasonably denied.**
- 3:08** At the Employer's discretion, the Union may conduct on-site membership meetings during non-work time.
- 3:09** The Union agrees to provide the Employer with a written list of elected Union Officials, and written notice of any amendments to the list.
- 3:10** Where the Union requests leave for Union Officers to attend to Union business such leave shall be granted at the discretion of the Employer subject to operational requirements. Where leave to attend Union business is granted, it shall be on a wage recovery basis. This means that the employee shall continue to receive his/her regular wages from the Employer and the Union shall reimburse the Employer for the full amount of wages paid with respect to the time covered by the leave.
- 3:11** Union Staff Representative may meet with employees at the Employer's premises upon prior approval of the Executive Director. Such meetings shall occur during employee breaks.

## **Article 4 Management Rights**

- 4:01** The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, discharge, transfer, classify, promote, demote, lay-off, recall and discipline employees, provided that a claim of discriminatory promotion, demotion, lay-off or transfer, or a claim that a non-probationary employee has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided; and

- (c) Generally to manage the Employer's operations and, without restricting the generality of the foregoing, to plan, direct and control operations, direct the work force, determine the nature and kind of business carried out by the Employer; determine the number of personnel required from time to time; determine the services to be performed and the methods, procedures and equipment in connection therewith; to schedule work and shifts and to assign work; to determine the job content and classification and to determine the number of employees in the classification; to set the volume levels and quality of work to be performed; and to designate the place of work, the curtailment or cessation of operations in whole or in part.

The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore retains all rights, power or authority in management not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights is subject to the provisions of this Agreement.

- 4:02** In administering this Agreement and in administering its management rights, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **Article 5 Job Postings / Contract Renewal**

- 5:01** Vacancies or newly created positions shall be posted internally for **seven (7)** working days. Concurrent external advertising may take place. The posting period may be shortened by mutual agreement of the parties hereto.
- 5:02** If the posting is for a position to be held by a term employee, and the duration of the position is twelve (12) months or less, a successful internal applicant has the right to return to a position within his/her former classification upon termination of the project, subject to availability. In the event such a position is not available, the provisions of Article 18 shall apply.
- 5:03** Vacancies shall be filled by the most qualified applicant. Where two or more applicants are equally qualified for the position the most senior applicant shall be awarded the position.
- 5:04** Upon written request, unsuccessful applicants shall be provided with the reasons for non-selection within ten (10) working days.

- 5:05** The parties recognize that employment of employees may be subject to the renewal of funding grants and contracts by outside bodies. Existing employees shall have their employment renewed where the contracts and funding for the programs in which they work are renewed and allow for continued employment. Where it is not possible to renew the employment of all existing employees, the provisions of Article 18 shall apply.
- 5:06** **A copy of all job postings shall be forwarded to the Local President.**

## **Article 6 Probation**

- 6:01** Newly hired full-time and part-time employees shall be on probation for the first nine hundred and ten (910) hours of actual work.
- 6:02** A probationary employee shall be evaluated by the Executive Director or designate prior to the end of the probationary period.
- 6:03** The probationary period of a full-time or part-time employee may be extended for a further four hundred and fifty-five (455) hours at the discretion of the Employer. Where the probationary period is to be extended, the Employer shall identify performance expectations to be met and, where feasible, provide additional formal training, mentoring or other further support to assist the employee to meet objectives.
- 6:04** An employee whose employment is terminated during the initial or extended probationary period shall have the right to appeal to the Board in writing. The Board will consider any written material presented to it by the employee and any other information it sees fit, and decide whether the termination should be upheld, whether the employee should be reinstated on terms or otherwise, or any other remedy it deems appropriate. The decision of the Board shall be final and not subject to grievance or arbitration.

## **Article 7 Hours of Work**

- 7:01** Standard hours of work are seven (7) hours per day, thirty five (35) hours per week, exclusive of meal breaks.
- Office staff will usually work Monday-Friday, 8:30 a.m. to 4:00 p.m.
- Any variation of the above hours, other than as are set out in Article 7:02 **and 7:03**, shall only be instituted with the mutual consent of the parties hereto.
- 7:02** Staff may alter their scheduled hours in order to accommodate client demand, subject to management approval.

- 7:03** The hours of work set out in Article 7:01 do not apply in the event an emergency situation arises.
- 7:04** The Union and Employer recognize that new programs and positions may from time to time arise which require hours of work outside of the standard hours set out in Article 7:01. In such circumstances, the Union and Employer agree to enter into negotiations with a view to entering into a Letter of Understanding with respect to the hours of work required for such positions.
- 7:05** Full-time employees are entitled to a one-half hour unpaid meal break and two 15-minute paid rest periods during their work day. Subject to management approval a full-time employee may choose to combine his/her paid rest periods with the meal break in order to have a one hour meal break, half of which would be paid time.
- 7:06** Part-time employees who work more than five (5) consecutive hours in a day shall be entitled to a one-half hour unpaid meal break.

## **Article 8 Overtime**

- 8:01** Time worked in excess of eight (8) hours per day, forty (40) hours per week shall be accrued at the rate of one and one-half hours for each hour of overtime worked.

Hours worked in excess of the standard hours of work, but equal to or less than eight (8) hours per day, forty (40) hours per week shall be compensated at straight time.

- 8:02** Prior approval of the Executive Director is required for any overtime worked.
- 8:03** Overtime shall be compensated on a compensatory leave basis. Compensatory leave shall be taken at times mutually agreed between the employee and the Executive Director. At the discretion of the Executive Director overtime may be paid out. **Where mutual agreement to schedule compensatory leave has not been reached within ninety (90) days of the overtime being worked, in the event that the parties are unable to identify a mutually agreeable time for compensatory time off, the Employer may assign days off with pay at its sole discretion. The Employer reserves the right to provide payment in lieu of time off.**

## **Article 9 Holidays**

- 9:01** The following holidays will be observed as days off with regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (if on a weekday)
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	<b>Louis Riel Day</b>

**Aboriginal Day (June 21<sup>st</sup>)**

**And any other day proclaimed as a holiday by Federal or Provincial statutes.**

- 9:02** Employees are entitled to paid time off for the above noted holidays provided the employee actually works on the scheduled working days immediately preceding and following the holiday (unless absent due to illness or other authorized leave). Part-time employees who meet the requirements of this section shall receive **holiday pay calculated at five percent (5%) of an employee's total wages in the four (4) week period immediately before the holiday excluding overtime.**
- 9:03** An employee who is required to work on a holiday recognized as a general holiday under *The Employment Standards Code* shall be compensated at the rate of time and a half for all hours worked. In addition to holiday pay the employee may choose to receive either pay or compensatory leave for working on the holiday.
- An employee who is required to work on a day recognized as a holiday under this Agreement but not recognized as a general holiday under *The Employment Standards Code* shall be entitled to take another day off with pay for working on the holiday. This day shall be taken within thirty (30) days of the holiday, unless the employee and Employer agree otherwise.
- 9:04** When a holiday falls on an employee's regularly scheduled day off, the employee will be granted a day off with pay in lieu, to be taken at a time mutually agreed between the employee and the Executive Director.
- 9:05** The Employer agrees to consider each year the granting of time off to employees or groups of employees over the winter holiday season.
- 9:06** Holidays shall not be counted as vacation time if they occur during employee's scheduled vacation period.

**9:07** An employee who observes holidays not set out in Article 9:01 above, may substitute vacation time or banked time in order to take leave on those holidays. Such arrangements must be approved in advance by the Employer and will be subject to operational need. Such approval shall not be unreasonably withheld.

## **Article 10      Vacations**

**10:01** Full-time employees shall receive paid vacations as follows:

After the first year of service	15 days
After each subsequent year of service	20 days

**10:02** The vacation year is based on the anniversary of the starting date of employment, and includes the probationary period.

**10:03** New employees may take annual vacation on a pro-rata basis after completion of the probationary period. If employment is terminated prior to earning all of the vacation time advanced, the employee must reimburse the Employer. The deduction will be made from the employee's final pay cheque.

**10:04** Vacations are not cumulative. They should be taken in the year in which they are due. Unused vacation time may be scheduled by the Employer. Employees may request permission for vacation time from one year to be forwarded to the next year up to a maximum of **five (5)** days. The decision whether to allow vacation time to be held over is in the sole discretion of the Executive Director.

**10:05** Vacation time must be approved by the Executive Director, who, when scheduling employees' vacation time, will take into consideration **the operational requirements of the organization and the employees' requests. When two or more employees request the same time, seniority will be the deciding factor.**

**10:06** A full-time employee who is ill during a period of vacation leave may be granted sick leave provided the employee notifies his/her immediate superior by telephone and submits a medical certificate indicating the period of illness. The vacation period may be extended by the number of days taken as sick leave provided approval has been granted by the Executive Director or his/her designate, or reinstated for use at a later day within the vacation year.

**10:07** Part-time employees shall, in lieu of paid vacation time, receive vacation pay on each cheque based on:

In the first year of service	4%
In the second and subsequent years of service	6%

**10:08 A term employee who completes a year of employment since his or her last date of hire shall be entitled to a vacation and vacation allowance as set out in this Article 10.**

## **Article 11 Sick Leave**

**11:01** Full-time employees shall accumulate sick leave at the rate of 1.25 days per month of employment, up to a maximum accumulation of 15 days. **Upon completion of two (2) years service, employees shall be allowed to accumulate up to a maximum of twenty (20) days.** Part-time employees shall receive a pro-rated number of sick days calculated according to the following formula:

$$\frac{\text{Hours Work In Month}}{151.68} \times 1.25$$

- 11:02** a) Employees absent due to illness for three (3) or more consecutive working days or absent in an amount which is considered excessive by management may be required to provide a medical certificate.
- b) **The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's illness, fitness to return to work, to determine the approximate length of illness. The Employer will not require a certificate for three (3) consecutive scheduled work days for that employee, or less except in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer to question the validity of the claim. Failure to provide such a certificate when requested will disqualify an employee from sick leave benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. The Employer will cover any costs over twenty dollars (\$20.00) associated with medical notes or reports that it requires.**
- 11:03** Employees who are to be absent due to illness shall endeavour to notify his/her Supervisor **as soon as possible and in any event no less than one hour** prior to the start of the employee's shift.
- 11:04** Accrued sick leave, up to 5 days per year, may be used in the event of illness of a dependent family member in need of personal care. Additional days may be used at the discretion of the Executive Director.

- 11:05** Employees are required to make medical or dental appointments during non-scheduled working hours. Where this is not possible due to specialist appointments or regularly scheduled day shifts the employee may access accumulated sick leave provided they inform the Executive Director, or designate immediately upon learning of the appointment.
- 11:06** Following successful completion of the probationary period, accrued sick leave, up to 2 days per year, may be used as compensatory time off.

## **Article 12      Personnel Files**

- 12:01** Upon written request to the Executive Director, the personnel file of that employee shall be made available for the employee's full examination. The employee, at the employee's option, may have a Union Representative present. Such examination shall be in the presence of a Representative of the Employer.
- 12:02** An employee may request a copy of any specific documents on his/her personnel file. This provision shall not be unreasonably requested or denied.

## **Article 13      Performance Appraisals**

- 13:01** Performance appraisals will be conducted annually, or more often as required by the Executive Director or designate and will form part of the employee's personnel file.
- 13:02** An employee will be given the opportunity to review the contents of the performance appraisal and to provide written comments within a reasonable period of time.

## **Article 14      Discipline**

- 14:01** No employee shall be discharged or otherwise disciplined without just cause.
- 14:02** An employee shall have the right to Union representation at any meeting at which discipline is being taken. Where possible, advance notice of such meetings shall be given.

## **Article 15      Grievance Procedure**

- 15:01** "Grievance" means a dispute submitted in writing, regarding the application, interpretation or alleged violation of this Agreement.

**15:02** It is agreed that an attempt should be made to resolve complaints or disagreements through discussion prior to a formal grievance being submitted. If this is not possible the following procedure shall apply:

**Step 1**

Within ten (10) calendar days of an employee becoming aware of the circumstances giving rise to a grievance, the employee may submit a formal written complaint to the Executive Director. The Executive Director shall issue a written decision in respect of the grievance within ten (10) calendar days. The Executive Director may meet with the employee to discuss the grievance and the employee shall have the right to have a Union Representative present.

**Step 2**

Where the matter is not satisfactorily resolved at Step 1, the employee may forward a written complaint to the Chairperson of the Personnel Committee of the Board of Directors of the Employer within ten (10) calendar days of receipt of the decision at Step 1. The Committee shall conduct a meeting within thirty (30) days of receipt of the grievance and shall issue its decision within ten (10) calendar days of the meeting.

**Step 3**

Where the matter is not satisfactorily resolved at Step 2 the matter may be referred to binding arbitration by the Union within ten (10) calendar days of the decision of the Committee.

**15:03** It is agreed that the Union may submit a grievance on behalf of a group of employees or a Policy Grievance. The appropriate steps of the grievance procedure and time limits shall apply.

**15:04** The time limits contained in this Article may be extended by mutual agreement of the Employer and the Union.

**15:05** Any grievance not submitted or forwarded within the time limits as provided herein shall be deemed to have been abandoned and will not be arbitrable.

**15:06** A grievance may be filed by the Employer, and the grievance procedure set out above will apply with any necessary modifications.

## **Article 16      Arbitration Procedure**

**16:01** Where a grievance is referred to Arbitration:

- (a) The Union shall, in writing to the Executive Director, state that the matter in dispute is to be proceeded with to Arbitration;
- (b) It is agreed that disputes which are carried to the arbitration stage shall be referred to a single arbitrator. The parties agree that the following persons shall be called to arbitrate on a rotation basis and in order of their listing:

**Michael Werier**

Blair Graham, Q.C.

Diane Jones, Q.C.

Gavin Wood

If the arbitrator whose turn is indicated cannot act within a reasonable time, he/she shall advise the parties within fifteen (15) days of his/her appointment, the succeeding names will be approached in order until an arbitrator is reached who can sit within a reasonable time. Should all listed persons be unwilling or unable to serve when so approached, an unlisted person will be appointed by the Minister of Labour for Manitoba. Persons selected under this article or persons who when requested to serve are unable to do so, shall be rotated to the bottom of the list.

- (c) Without undue delay, following his/her appointment, the arbitrator shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted;
- (d) Without undue delay the arbitrator shall render his/her decision and reasons in writing to the Union and the Employer.
- (e) The decision of the arbitrator shall be final and binding on both parties.
- (f) The arbitrator shall not be vested with the power to change, modify or alter any terms of this Agreement; and
- (g) Each party shall bear equally the expenses of the arbitrator.

## **Article 17      Resignation**

**17:01    An employee may terminate his/her employment with the Employer with written notice based on his/her period of employment:**

- a)    if he/she is employed less than one (1) year, one (1) week notice is required; or**

- b) if he/she is employed more than one (1) year, then two (2) weeks' notice is required.

Notice will be exclusive of vacation.

## **Article 18 Seniority, Lay-Off and Recall**

**18:01** Except as otherwise provided in this agreement, seniority shall be calculated based on paid hours accrued since last date of hire.

- a) Seniority will continue to accrue if an employee is:
- (i) on any period of paid leave of absence;
  - (ii) on maternity/parenting leave;
  - (iii) assigned to temporarily relieve or replace an absent employee in an out of scope position;
  - (iv) on any period Compassionate Care Leave;
  - (v) on any period of E.I. sick leave up to seventeen (17) weeks.
- b) Seniority will be retained but will not accrue if an employee:
- (i) Is on approved unpaid leave of absence for up to two (2) years;
  - (ii) Is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
  - (iii) Is laid off for less than twelve (12) months.
- c) Seniority will terminate if an employee:
- (i) Resigns;
  - (ii) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (iii) Is laid off and fails to report for duty as instructed as per Article 18:06;
  - (iv) Is laid off for more than twelve (12) months;
  - (v) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, vacation, or income protection usage, without an explanation satisfactory to the Employer;
  - (vi) Is promoted or transferred out of the bargaining unit.

**18:02** In the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided that the employees retained are already qualified and suitable to perform the work to be done, without the requirement of training, other than an initial familiarization period.

- 18:03** If lay-off is necessary, the Employer shall advise the Union of the proposed reduction and the employee(s) affected prior to the lay-off notices(s) being issued.
- 18:04** Except in circumstances beyond the sole control of the Employer, an employee shall receive written notice from the Employer informing him/her of the date which she/he is to be laid off at least two (2) weeks prior to the effective date of the lay-off. The notice shall give the reasons for the lay-off and the expected duration. If the employee has not been given the opportunity to work the days as provided in this article she/he shall be paid for the days for which work has not been made available.
- 18:05** Employees laid off shall be placed on the lay-off list according to their seniority with a copy of the lay-off list being provided to the Union. Laid off employees shall be called back to work to positions for which they are qualified beginning with the most senior employee on the lay-off list and descending from there.
- 18:06** Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee with the Employer.
- 18:07** New employees shall not be hired until those laid off employees who are already qualified and suitable for the positions have been recalled or have failed to respond to notice of recall within five (5) working days.
- 18:08** Laid off employees shall have first preference for temporary employment subject to the availability, present qualifications and suitability of such employees. Participation in temporary employment shall in no way negatively affect rights to recall to the employee's regular position.
- 18:09** There shall be no contracting out of bargaining unit work in a manner which would result in the lay-off of any present employee.
- 18:10** An employee will be removed from the lay-off list 12 months following lay-off.
- 18:11** The Employer shall furnish to the Union in January of each year a seniority list showing the accumulated regular hours of service, classification and date of hire of all employees covered under the terms of this Agreement.

## **Article 19      Respectful Workplace**

- 19:01** The Employer will develop and implement a policy dealing with respectful workplace matters which will comply with the requirements of the Human Rights Code and the Workplace Safety and Health Amendments (set out in Part 10 of *The Workplace Safety and Health Regulations*) within six (6) months of the ratification date of this agreement.

## **Article 20      Staff / Management Committee**

- 20:01** A Staff / Management Committee shall be constituted consisting of an equal number of representatives of management and of the employees. The representation on the Committee shall be determined by the parties affected.

This Committee shall meet within thirty (30) days of the call of either party for the purpose of discussing matters of mutual concern including but not limited to issues of health, safety or labour relations at the workplace. The parties agree that a prepared agenda is to be submitted prior to Committee meetings.

- 20:02** Meetings held during working hours shall be considered time worked and employees shall not lose pay for attendance at such meetings. Meetings held during off-duty hours will not be considered to be paid time.
- 20:03** Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union. The Chairperson's role shall be rotated on a meeting-to-meeting basis between the management representatives and the employee representatives.
- 20:04** The Committee may make recommendations to the Union and Employer with respect to its discussions and conclusions, but it shall not have jurisdiction over wages or any matter of collective bargaining including the administration of the Collective Agreement. The Committee does not have the authority to bind either party to its decisions or conclusions.

## **Article 21      Leaves of Absence**

- 21:01    Maternity and Parental Leave**

- (a) Employees are entitled to parental and maternity leave benefits as outlined in The Employment Standards Code.**

- (b) An employee who has been granted maternity leave will be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. This leave with pay shall be granted as long as Human Resources and Skills Development Canada continues to recognize paid leave as applying to the waiting period.**
- (c) Upon request, up to three (3) days' of sick leave shall be paid to a parent employee on the occasion of a birth or adoption of a child.**

#### **21:02 Bereavement Leave**

- (a) Leave of absence of up to five (5) days with pay in the case of a death in the immediate family, or any other individual the Executive Director deems to have been of such a relationship to the employee that bereavement leave of up to five (5) days is appropriate, will be granted to employees upon application to the Executive Director. "Immediate family" includes spouse (including common-law and same-sex), child, mother, father, **brother, sister, guardian, ward or child adopted under a cultural practice, family member residing with the employee.** In the event of a death of a **grandparent or grandchild**, two (2) day's leave shall be given to the employee. One (1) day's leave shall be **granted to an employee to attend a funeral as a pallbearer or honorary pall bearer.****
- (b) Where a death occurs which would qualify for bereavement leave during an employee's vacation period, the appropriate number of bereavement days may be substituted for vacation upon approval of the Executive Director or designate.**
- (c) Bereavement Leave as referred to in (1) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometers from the workplace.**

#### **21:03 Compassionate Care Leave**

- (a) An employee must complete at least thirty (30) days of employment as of the intended date of leave.**
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstance necessitate a shorter period.**

- (c) An employee may take no more than two 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. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (ii) The family member requires the care or support of one or more family members;
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (f) A family member for the purpose of this Article shall be defined as
- (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a spouse or common-law partner of the parent;
  - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost. In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 21:05

#### **21:04 Unpaid Leave**

- (a) Unpaid leave of up to one year may be granted at the discretion of the Executive Director.
- (b) An employee granted leave in accordance with :03(a) hereof shall be entitled to return to the same or equivalent position held immediately prior to the leave, if available. If such position is not available, provisions of Article 18 shall apply.

## **Article 22      Professional Development**

- 22:01** Where the Employer requires an employee to attend a conference, workshop or education or training session, the employee shall receive his/her regular pay when such sessions are on the employee's scheduled days of work. Where the sessions occur on a day(s) where the employee is not normally scheduled to work, the employee shall be entitled to straight time compensatory leave for time spent participating in such sessions. Travel time, if required for out of town sessions shall also be compensated on a straight time compensatory leave basis. Course costs will be paid by the Employer.

## **Article 23      Transportation, Travel and Telephone Expenses**

- 23:01** Employees shall be reimbursed for offsite parking expenses incurred while on authorized Employer business.
- 23:02** The reimbursement rate of vehicle use shall be as follows for vehicle use on authorized Employer business:

<b>Effective the date of ratification</b>	<b>35¢ per km</b>
<b>Effective September 1, 2009</b>	<b>36¢ per km</b>
<b>Effective September 1, 2010</b>	<b>38¢ per km</b>

**If the Employer is able to secure a higher rate of reimbursement for mileage from its funder(s) it will pass along to the employees and apply to this article as per the date of receipt of the funding.**

- 23:03** Employees are not required to provide a vehicle for business use as a condition of employment.
- 23:04** Employees using their vehicles on Employer business shall be reimbursed the difference in cost of providing one million dollars liability coverage over and above the minimum requirement, where such additional coverage is requested by the Employer.
- 23:05** Employees will be reimbursed for authorized travel expenses in accordance with the Employer's policies as may be altered from time to time in the Employer's sole discretion.
- 23:06** Employees are not required to provide mobile phones for Employer business. Where the Employer wishes employees to carry mobile phones, such equipment will be provided **by the Employer at the Employer's place of business on a sign in and out basis.**

## **Article 24      Health & Safety**

**24:01** Matters of Health and Safety shall be discussed by the Staff / Management Committee.

## **Article 25      Pension / Benefits**

**25:01** The Employer agrees to enroll all full-time and part-time employees in the United Way Pension Plan subject to any and all eligibility requirements and waiting periods contained in the plan as it is amended from time to time.

**25:02** The Employer agrees to enroll all full-time and part-time employees in the United Way Benefit Plan subject to any and all eligibility requirements and waiting periods contained in the plan as it is amended from time to time.

## **Article 26      Wages and Job Descriptions**

**26:01** Employees shall be paid in bi-weekly pay periods in accordance with Appendix "A".

**26:02** The Employer agrees to provide the Union, within thirty days of the date of the signing of the Collective Agreement, with job descriptions for all full-time and part-time bargaining unit positions.

**26:03** Where new classifications are to be introduced, the Employer agrees to enter into negotiations with the Union for the purpose of establishing appropriate salary schedules.

## **Article 27      Duration of Agreement**

**27:01** This Agreement shall become effective from and including **September 1, 2008** and shall continue in effect up to and including **August 31, 2011** and shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal is given by either party at least thirty (30) days prior to the expiry date thereof.

**27:02** During the period required to negotiate a renewal of this Agreement the **provisions of this Agreement shall remain in full force and effect unless** terminated by strike or lockout or by operation of *The Labour Relations Act*.

## Article 28 Board Representative

**28:01 An employee may apply to the Executive Director to make a presentation to the Board at schedule Board meetings. Such presentations will occur at the beginning of Board meetings. Such requests will not be unreasonably denied. The Employee will only be permitted to be present at the Board Meeting for the duration of his/her presentation. When the issue involves the Executive Director, all requests shall be submitted directly to the Board's Chairperson.**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

Signed this 20<sup>th</sup> day of August, 2009.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Elizabeth Fry Society

  
On Behalf of the Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of Elizabeth Fry Society

  
On Behalf of the Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of Elizabeth Fry Society

**Appendix "A"**

<b>Classification</b>	<b>Rate of Pay</b>
Provincial Reintegration Coordinator	\$20.24 per hour
<b>Community Outreach/Clothing Depot</b>	\$13.92 per hour
Community Liaison Coordinator	\$18.91 per hour
<b>Bail Supervision &amp; Verification Worker</b>	\$20.18 per hour

**The above rates are to be increased in accordance with the percentage increases as set out in individual position's Contribution Agreements with the relevant funder(s) and in any event will be no less than 2% for each year of the Agreement. Retroactive pay to September 1, 2008 will be provided within 2 weeks of ratification of this Agreement.**