

THE PAS COMMITTEE FOR WOMEN
IN CRISIS INC.
(AURORA HOUSE AND MY SISTER'S HOUSE)
AND
UNITED STEELWORKERS
LOCAL 7106

EXPIRES: SEPTEMBER 30, 2018

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THIS AGREEMENT made as of the 1st day of October 2014.

BETWEEN:

UNITED STEELWORKERS

LOCAL 7106

(Hereinafter referred to as the "Union")

OF THE FIRST PART,

And

**THE PAS COMMITTEE FOR WOMEN IN CRISIS, INC.
AURORA HOUSE AND MY SISTER'S HOUSE**

(Hereinafter referred to as the "Employer")

OF THE SECOND PART

WHEREAS: The Board and Employees of Aurora House share a common vision of a world free of domestic violence and in which personal abuse does not exist.

AND WHEREAS: The Employer and the Union desire:

1. To maintain a harmonious relationship enjoyed by the Employer and the Employees covered by this Agreement.
2. To provide methods for fair and amicable adjustment of disputes which may arise between them and...
3. To promote efficient operation in a caring, nurturing and respectful environment.

NOW THEREFORE: The Union and the Employer mutually agree as follows:

ARTICLE 1 - SCOPE

1.01 The Employer recognizes the Union as the certified bargaining agent for a unit described as: "All employees of The Pas Committee for Women in Crisis, Inc. ("Aurora House" and "My Sister's House") or any successor thereto, in the Province of Manitoba, except for the Shelter Director and those excluded by the Labour Relations Act."

ARTICLE 2 - PURPOSE

- 2.01 (a) (i) The purpose of this Agreement is to secure for the Employer and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions and efficiency of operations specified in this Agreement.
- (ii) To ensure the safety and physical welfare of the employees.
- (iii) To maintain the economy of operations, and a high quality and quantity of service and protection of property.
- (iv) This Agreement, moreover, seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually, and collectively for the advancement of the conditions set forth herein.
- (b) In administering this Agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 2.02 Use of gender terms in this Agreement shall be considered to include both.
- 2.03 If any provisions of the Agreement or any collective agreement made in pursuance thereof is found to be contrary to the provisions of the law, now or hereafter enacted, this Agreement will not be abrogated, but is subject to such amendments as may be necessary to bring it into conformity with the law.
- 2.04 It is understood that the provisions of this contract will remain in effect until the completion of negotiations for the subsequent term (i.e. allowing for mutually agreed upon delays) or until modified by mutually agreed upon memoranda of understanding.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Employer retains all the rights, powers, and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement.

ARTICLE 4 - UNION AFFILIATION

- 4.01 The Employer recognizes the Union, during the term of this Agreement or any renewal thereof, as the exclusive representative of the employees, for the purpose of collective bargaining with respect to terms and conditions of employment.
- 4.02 (a) As a condition of employment, all employees shall become members of the Union.
- (b) Any employee who refuses or fails to maintain her membership in the Union as required shall be discharged after seven (7) days written notice to the employer of such employee's refusal or failure.
- (c) Remaining in compliance with Article 6.02, Management reserves the right to utilize volunteers and/or purchase services for baby-sitting and yard maintenance; **or to create term positions that require specific skill sets (terms to not exceed 160 hours per year) that shall be filled in accordance with 10.01 and 10.05. Management reserves the right to purchase such services as it deems appropriate should no staff possess the required skill set.**
- 4.03 At the time of hiring, the Employer shall require all new employees to execute an assignment of wages, in duplicate, such forms being supplied by the Union.
- 4.04 During the lifetime of this Agreement, the Employer shall deduct from the wages of each bargaining unit employee, monthly Union Dues in the amount certified by the Union to the Employer, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from wages earned in each of the pay periods of each calendar month and shall be remitted within fifteen (15) days, by cheque made payable to:
- International Secretary-Treasurer
United Steelworkers
Box 9083, Commerce Court Postal Station
Toronto, ON M5L 1K1
- 4.05 (a) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e., W.C.B., Weekly Indemnity, etc.

- (b) A duplicate R115 Form and employee deduction statement as in (a) above shall be forwarded to:

United Steelworkers, Servicing Staff Office By facsimile - (204) 687-8176

- 4.06 If any employee receives less than five (5) days pay in a calendar month, union dues shall not be deducted for that month.
- 4.07 The Union will give reasonable notice to the Employer of any changes in union dues, fees or other amounts that the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- 4.08 The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).
- 4.09 The Employer agrees **to provide a bulletin board in a visible location for only Union Business. All union bulletins shall be provided to a union steward for placement on the bulletin board.**
- 4.10 The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Union will have the Agreement printed in booklet form and the Union will give a copy to each employee.
- 4.11 Official Union representatives, after providing reasonable notice to the Employer, shall have reasonable access to the Employer's operation for the purposes of administering their responsibilities to the membership, which shall not in any way interfere with the proper and efficient operation of the Employer.
- 4.12 **The Employer shall provide Union Representatives an opportunity to meet with new employees during the orientation/training process.**

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be defined as the length of continuous service with the Employer, exclusive of Leaves of Absence in excess of one (1) year, educational, maternity or sick leave.
- 5.02 Notwithstanding anything to the contrary in this Agreement (reference Article 12, Clause 12.02(d)), it shall be mutually agreed that all employees are hired on probation. The probationary period is to be fifty (50) days or

four hundred (400) hours paid employment, during which time they are to be considered probationary employees only.

5.03 An employee shall cease to have seniority and her employment shall be terminated if the employee:

- (a) is discharged for cause
- (b) terminates her employment with the Employer
- (c) does not return to work on the scheduled date of return after a layoff; or
- (d) has been laid off continuously for a period of twelve (12) months
- (e) when a casual employee has had no contact for **four (4)** weeks with shelter (reference Article 11, Clause 11.06), a registered letter shall be sent to the employee to their last known address requesting clarification of their work status.

5.04 For the purpose of establishing seniority for all employees during the term of this Agreement, it is hereby agreed that seniority shall be **determined by the years of service with the Employer and will accrue from their most recent date of hire. There shall be a separate seniority list for part time employees and for casuals.**

5.05 The Employer agrees to provide the Union with a seniority list of employees once each six (6) months. The seniority of the employees will be posted on the bulletin boards in conjunction with the list being sent to the Union.

5.06 In the event of a reduction of personnel the last person hired within a classification shall be the first released.

5.07 It is agreed between the parties that seniority during lay off shall be retained on the following basis:

All laid off employees shall retain their seniority for a period of twelve (12) months.

ARTICLE 6 - EMPLOYEES' SECURITY

6.01 There shall be no discrimination, coercion, interference or restraint by the Employer or by the Union or by representatives of either party against any employee contrary to the Manitoba Human Rights Code.

6.02 (a) Employees outside the scope of the bargaining unit will not perform work exclusively performed by members of the bargaining

unit for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.

- (b) The Employer will not contract out work for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.
- 6.03
- (a) A shop steward shall be present during any disciplinary action, such as suspension, warning or reprimand taken against the employee by the Employer.
 - (b) Any employee shall have the right to review her own personnel file, (including past performance evaluations) on non-working hours, and upon providing reasonable notice of such intent to the Employer, who shall be entitled to be present during such review, as may be the shop steward. Copies of items (excluding any signed complaints by other staff, clients, agencies or the public) can be made at the employee's expense if so requested.
 - (c) Records of warnings, reprimands and suspensions will be removed twenty-four (24) months from the date of infraction.
- 6.04
- (a) On each pay day the Employer shall provide to each employee an itemized statement setting forth the total number of hours worked by the employee concerned during the immediate preceding pay period, the rate of wage applicable to her, all deductions made from her wages whatsoever, the purpose for which such deductions were made, the total amount actually payable to her and other such information as may from time to time be agreed upon by the parties.
 - (b) Paydays shall be every second Thursday. Any pay shortage equivalent to ten (\$10) dollars or more where it pertains to hourly wage shall be paid on the next administrative day if the employee requests. Any other pay shortages, except for on-call pay, shall be paid on the next pay cheque.
- 6.05
- In the event of an employee sustaining an injury at work, or becoming affected by occupational disease during the course of her employment and becoming disabled as a result thereof (the proof of which lies upon the employee), every reasonable effort will be made by the Employer to give the handicapped employee such suitable and meaningful employment as is available.
- 6.06
- A staff room equipped with four (4) lockers, with individual keys, will be

available to staff for lock-up of personal belongings while on shift.

- 6.07 (a) The Employer will arrange transportation home where required by law and also give reasonable consideration to transportation home in other emergency situations.
 - (b) The Employer shall pay taxi fare between the hours of 2300 and 0700 for employees coming to work.
 - (c) In extreme weather in excess of -40°C (including wind chill), the Employer will pay for taxi service to and from work for all employees.
- 6.08 The Employer will administer payroll deductions for employees who elect to purchase R.R.S.P. or BONDS.
- 6.09 Employees shall be entitled at all times to access extra assistance if a bona fide need arises to call someone in and management is notified, or attempts to contact management have been made.

ARTICLE 7 - TECHNOLOGICAL CHANGE

- 7.01 Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material. In the event of a technological change occurring during the life of this Agreement which will displace or adversely affect a significant number of employees in the bargaining unit:
- (a) The Employer shall notify the Union at least ninety (90) working days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all reasonable foreseeable effects and repercussions on the employees.
 - (b) The Employer and the Union will meet as soon as possible and not later than sixty (60) working days prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interest of the employees affected. Reasonable provisions shall include but not be limited to job retraining.
 - (c) If the Employer and the Union fail to agree upon measures to

protect the affected employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement and it is expressly understood and agreed that the Arbitrator shall have jurisdiction to deal with this matter and that the Arbitrator's decision shall be final and binding on all parties concerned.

ARTICLE 8 - COMMITTEES

8.01 NEGOTIATING COMMITTEE

- (a) The Employer agrees that a Negotiating Committee, not to exceed two (2) employees in number, selected by the Union, shall be recognized as the authorized negotiation representatives of the Union. A selected "alternate" shall be allowed to attend meetings and will assume representative status when required due to absence of one of the representatives.
- (b) The Union shall supply the Employer with names of the employees constituting the negotiating committee and shall inform the Employer two (2) days prior to the meeting of any changes in the personnel of the said Committee.
- (c) The Employer shall deal with the said Committee with respect to proposals for modification of the Agreement as outlined in **Article 25**. Accredited officials of the United Steelworkers Local 7106 shall participate in such negotiations.

8.02 GRIEVANCE COMMITTEE

- (a) The Employer agrees that a Grievance Committee, not to exceed two (2) employees in number, selected by the Union, shall be recognized as the authorized representatives of the Union to handle all grievances. **Additional designate(s) from the United Steelworkers Local 7106 or District Office shall be allowed to attend such meetings when requested and/or for the purposes of training new stewards.**
- (b) **The union designate can receive upon request from the chair of the Board of Directors member names for a grievance. In the event of a change in committee members, the respective committee shall update the other party two (2) days prior to any meeting.**
- (c) **Where there is a perceived conflict between the employee and an assigned member of the Grievance Committee, the member shall notify the United Steelworker Local 7106 Designate. The union**

designate shall notify the Chair of the Board of Directors of the perceived conflict and a mutually agreed upon replacement shall be named.

8.03 HEALTH AND SAFETY COMMITTEE

- (a) The recognized Health and Safety Committee at the work place shall consist of the Executive Director or her delegate and an employee selected by the Union.
- (b) The parties agree that safety and health issues shall be addressed by and subject to The Workplace Safety and Health Act.
- (c) General duties of the Health and Safety Committee shall be:
 - 1. To hold regular meetings at least monthly for the discussion of current concerns related to safety and health. This will include a thorough inspection of the entire center for the purpose of determining hazardous conditions and to check on unsafe practices.
 - 2. To investigate promptly all accidents and any unsafe conditions or practices which may be reported to it. **An appropriate plan of action will be outlined to deal with unsafe conditions or practices within twenty-four (24) hours. Written reports of such conditions and incidents shall be forwarded to the Union.**
 - 3. The Employer will keep a record of all investigations, inspections, recommendations, and minutes of the meeting on behalf of the Health and Safety Committee. The minutes shall indicate what action has been taken, with respect to the suggestions or recommendations previously made and if no action has been taken, the reasons therefore shall be given. Copies of minutes shall be sent promptly to the Manitoba Workplace Safety and Health Division and Local Union.
 - 4. To investigate fire conditions, examine fire escapes, fire extinguishers, and all fire fighting appliances.
 - 5. To inspect all lighting arrangements in all places of employment.
 - 6. All safety meetings to be conducted on the Employer's time with no loss of normal earnings.

8.04 UNION/MANAGEMENT COMMITTEE

Shelter Operations Committee - to be comprised of a minimum of two (2) staff, selected by the Union, in conjunction with the Executive Director to review and amend such items, which affect policies, procedures and shelter operations, and/or pertain to clarification of the contract. The Board encourages the development of new policies, which could affect employment, but reserves the right to approve such policies prior to their becoming official.

ARTICLE 9 - STRIKES AND LOCKOUTS

- 9.01 It is agreed by the Employer that there be no lock out during the life of this Agreement or while negotiations for renewal of this Agreement are in progress.
- 9.02 It is further agreed that the Union shall not sanction or consent to any strikes, slowdowns, stoppages of work or other interference with the performance of the work of the Employer during the life of this Agreement, or while negotiations for renewal of the Agreement are in progress. If an employee should engage in any strike, slowdown, stoppage of work or other interference whatsoever with the performance of the work of the Employer without consent of the Union, the Union shall instruct the employee to return to work and perform her duties properly and to resort to the procedure set forth in the grievance and arbitration provisions of this Agreement.

ARTICLE 10 - JOB POSTING, HIRING AND SEVERANCE

- 10.01 **Announcements for opportunities for all** job vacancies in new or existing jobs in the bargaining unit will first be posted within the shelter **for ten (10) days** and copied to local union office. Anyone who wishes to apply for the job shall do so by applying as may be specified. The name of the successful internal applicant, should there be one, will be posted once the vacancy is filled and copied to the union office. Should there not be a successful internal applicant, the Employer may advertise for external applicants. This shall not prevent any internal applicants from applying or reapplying for the job.
- 10.02 If there is a successful internal applicant, as per 10.01, a trial period of twenty (20) working days will commence. If at the end of this period the Employer judges that the employee is not qualified for the position, she shall revert to her former position without loss of seniority.

- 10.03 Jobs shall not be considered vacant when employees are not at work due to sickness, accident, or authorized leaves of absence.
- 10.04 Employees shall be allowed to make written applications in advance of any anticipated or desired vacancy or position, and if such vacancy or position should occur or become available during an employee's vacation, lay-off or authorized leave of absence, her filed application shall be given reasonable consideration by the Employer.
- 10.05 The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor. When seniority is not the determining factor, management must clearly demonstrate the basis of their decision.

10.06 **LAY-OFF AND RECALL**

- (a) "Lay-off" shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement.
- (b) Except in instances beyond the control of the Employer, employees to be laid off shall be given a minimum of two (2) weeks notice or pay in lieu of notice not being given. In no case shall pay in lieu of notice exceed the amount which would have been paid to the employee had she not been laid off. Lay-offs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the necessary qualifications, skill and ability to perform the work required. If qualifications, skill and ability are relatively equal, seniority shall be the deciding factor.
- (c) Employees who are laid off shall be recalled in order of seniority, provided qualifications, skill and ability to perform the work are relatively equal.
- (d) A newly hired employee shall not be hired to fill a position of a laid off employee who is not working in the bargaining unit without that laid off employee being given the opportunity of recall.
- (e) In the case of recalls after reductions, employees will be notified by registered mail at least twenty-one (21) days in advance of the commencement of work. The recall notice will be sent to the last known address on record of the employee.

- (f) Laid off employees will notify the employer of the intent to return to work within seven (7) days of receiving notice.
- (g) Laid off employees will be recalled to a temporary or emergency position by telephone in order of seniority, subject to their availability at the time of the call.

10.07 SEVERANCE AND NOTICE

- (a) An employee deciding to terminate her employment is not expected to give more than seven (7) calendar days notice.
- (b) Lay off - as per 10.07
- (c) An employee may not be eligible for notice or payment in lieu thereof in circumstances where a termination occurs based upon proven just cause.

ARTICLE 11 - JOB CLASSIFICATIONS AND EXPECTATIONS

- 11.01 (a) Job descriptions are as per Schedule "B." The "Child Support Counselor" job description and wage scale are as dictated by the primary funder of that program.
 - (b) All positions for full time or casuals will require two years experience in the related field or certification (minimum 1000 hours) in an educational program or combination of experience and education/training in excess of 1000 hours.
- 11.02 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Schedule "A", provided that where an individual employee's hourly rate is higher, such hourly rate shall not be reduced by reason of this Agreement. The rates of pay provided for in Schedule "A" applies to job classifications and not to individuals.
- 11.03 Employees shall be entitled to a shift differential at the following rates:
- (a) Evening shift (1600 - 2400): **seventy-five (75¢)** cents per hour
 - (b) Night shift (2400 - 2800): **ninety-five (95¢)** cents per hour
- 11.04 Responsibility pay in the amount of three dollars and twenty cents (\$3.20) an hour will be paid to an individual acting the role of Executive Director.

- (a) A day is defined as a 24-hour period. Weekday absences when the Executive Director is out of town on business or vacation is straightforward application. See 11.04 When these use of personal days or a non-hospitalized sick days of the Executive Director (i.e. she is able to attend the shelter or to communicate direction in case of an emergency) there is no requirement for an Acting Executive Director.
- (b) In the event that the Executive Director departs town on Thursday, returning to the office on the Monday, the Acting Director is awarded the stipulated responsibility pay for the Friday.
- (c) In the event that the Executive Director departs on Thursday, returning to work on Tuesday, after a statutory Monday holiday, the Acting Director is awarded responsibility pay for the Friday and the Monday (even though she is not expected to be in the office on the Statutory holiday).
- (d) In the event that the Executive Director departs on Friday, returning to work on Tuesday, after a statutory Monday holiday, the Acting Director is awarded responsibility pay for the Monday based on the effective rate of responsibility pay per hour for eight (8) hours (even though she is not expected to be in the office on the Statutory holiday).
- (e) Should a Shelter emergency require the attendance of the Acting Director, the time shall be banked as normal overtime at one and one-half (1.5) times the regular rate of pay (e.g. four hours in shelter would be banked as six hours). They will also be paid the responsibility pay of \$3.00/hour for the actual hours worked. (E.g. Attend the shelter for two hours; bank three (3) hours and receive pay of \$6.00)
- (f)(i) **In the event of an absence of the executive director for more than 160 hours, the Board of Directors reserves the right to post a temporary posting as per Article 10.01.**
- (ii) **In the event of an absence of the executive director less than 160 hours, the Acting Executive Director shall be the most senior person providing that they have the skill and ability.**

11.05 Each employee shall observe standards of behavior consistent with the employee's function and role as an Aurora House staff, and in compliance with the terms of this Agreement.

11.06 Where an employee is absent without leave for a period of two (2) weeks,

the employee shall be considered to have abandoned her position and shall be deemed to have been terminated on the last day on which the employee was present at work, performing regular duties.

- 11.07 Habitual lateness or absence during working hours without leave or satisfactory explanation is subject to disciplinary action.
- 11.08 (a) Performance appraisals shall be conducted annually, by December 31 of each year. The employee concerned shall be given the opportunity to sign the assessment form upon its completion, and to indicate that its contents have been read. Employees have the right to comment on the form.
- (b) A performance appraisal shall be conducted upon completion of an employee's probationary period.

ARTICLE 12 - CASUAL EMPLOYEES

- 12.01 Unless so noted or by definition, this Agreement applies to casual employees.
- 12.02 (a) The Employer may continue to utilize "casual employees" to meet the needs of the Aurora House. They will cover absences created by illness; Leaves of Absence, banked time, vacations or non-availability of regular staff, and be accessed where shelter needs require additional staffing.
- (b) The Employer will keep a call list of casual employees who agree to work on an as needed basis. This list will be called on a seniority basis.
- (c) Casual employees' seniority will be credited on a time worked basis.
Example - 1 hour worked = 1 hour credited.
- (d) Casual employee's probationary period shall be based on fifty (50) actual accumulated working days, or four hundred (400) hours.
- (e) It is the responsibility of casual employees to advise the employer of their availability for employment, by means of direct or telephone contact on a bi-weekly basis, unless on a leave of absence. Omitting a call to a senior casual by reason of the noted availability does not constitute grounds for grievance.

- (f) Casual employees are expected to attend mandatory meetings/training. It is incumbent upon the casual to advise the Executive Director with an acceptable reason if such meetings cannot be attended.
- (g) No casual employee shall exceed eighty (80) hours in a two-week pay period, unless no full-time, part-time or other casual staff is available to fill a vacancy.
- (h) The onus is upon the employee to notify management if her hours will potentially exceed eighty (80) hours in a pay period.

ARTICLE 13 - PART TIME EMPLOYEES

13.01 Unless so noted or by definition, this Agreement applies to part time employees.

- 13.02
- (a) The employer may continue to utilize part time employees to meet the needs of the Aurora House. They will cover absences created by illness, leaves of absence, banked time, vacation or non-availability of regular staff, and be accessed where shelter needs require additional staffing.
 - (b) The employer will keep a call list of part time employees who agree to work on an as needed basis. Call-in will first be offered to the part time employees hired for the purpose of primarily covering on-call on a rotational basis, until such time as the minimum hours of those part-time positions are met. Then calls for vacancies are made on a seniority basis to the part-time employees. If vacancy not filled, calls will be made to casuals and then to full time employees.
 - (c) Part-time employees' probationary period shall be based on fifty (50) actual accumulated working days, or four hundred (400) hours.
 - (d) Part-time employees are expected to attend mandatory meetings/training. It is incumbent upon the employee to advise the Executive Director of an acceptable reason if such meetings cannot be attended.
 - (e) Holiday pay for part-time employees is covered in Article 19.02.
 - (f) Sick time for part-time employees is covered in Article 20.03.

- (g) Statutory holidays apply to part-time employees as set out in Article 18.04(a) excepting part-time positions of .25 or less, in which case statutory holidays worked will be paid at a rate of one and one-half times (1.5 times) their straight time rate.

ARTICLE 14 - DISCIPLINE

- 14.01 The Employer will not discipline or discharge a regular employee except for just cause.
- 14.02 The Employer will provide the Union with a copy of all discipline, within five (5) working days.
- 14.03 Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances, which initiated such action. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 14.04 An employee may grieve any disciplinary action according to grievance procedures.

ARTICLE 15 - ADJUSTMENT OF GRIEVANCES

- 15.01 It is the mutual desire of the parties hereto that the complaints of employee be adjusted as quickly as possible. It is generally understood that an employee has no grievance until she has given her supervisor an opportunity to adjust the complaint.
- 15.02 Should any grievance arise between the parties to this Agreement as to its interpretation, application or violation, it shall be dealt with, without stoppage of work in the following manner:

Step 1

The individual employee, accompanied by her shop steward shall first take up the matter with the Executive Director within fourteen (14) calendar days of the origin of the grievance at a meeting called for that purpose. The Executive Director shall reply within seven (7) calendar days. Failing settlement then and no later than seven (7) calendar days from the date of which the Executive Director is required to reply, the matter may be taken up at Step 2, failing which it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

Step 2

The matter shall then be taken up in writing by the same employee and a representative of the Union, with a designate of the Board of Directors. Within ten (10) days of receiving the grievance in writing, the employer must respond in writing. Failing settlement then and no later than within the following fifteen (15) days after the completion of Step 2, the matter may be referred to arbitration as provided herein. If such referral does not take place, then the grievance shall be deemed to be abandoned and all rights or claims waived and forfeited. In the event of the absence of authorized agents of the Employer or the Union, the time limit may be extended by mutual consent at any stage of the grievance procedure.

- 15.03 The Union shall promptly notify the Employer of the personnel of its grievance committee and of any change in personnel, and the Employer shall notify the Union of the names of the officials of the Employer referred to herein.
- 15.04 The **shop** steward on duty will be allowed sufficient time on any shift for the purpose of handling grievances, subject to operational requirements. **Shop stewards shall be entitled to meet in private with any employee to discuss problems, complaints or grievances that may arise from time to time. Such meetings shall be allowed before any reprimand.**
- 15.05 The Employer shall advise the Union in any case where an employee has been discharged, such advice to be provided by the next business day. In cases where the Union considers it necessary to contest a discharge, the matter shall be dealt with commencing with Step 2 of the grievance procedure.
- 15.06 The **staff representative** for the Union shall be entitled to represent and/or assist the grievance committee at any step in the grievance procedure.
- 15.07 In the event the parties cannot agree on a resolution to a grievance, either party may apply to the Minister of Labour to assign a mediator to assist the parties to find a resolve.

ARTICLE 16 - ARBITRATION

- 16.01 Once the grievance procedure has been exhausted, either party may refer the issue to arbitration. **The grievance shall be heard by a sole arbitrator, selected in rotation, from a panel comprised as follows:**
- 1) **Blair Graham**
 - 2) **Michael Werier**

3) Arne Peltz

- 16.02 No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.
- 16.03 The remuneration and expenses of the Arbitrator shall be borne equally by the Employer and the Union. Witness fees and allowances shall be paid by the party calling the witness.
- 16.04 The decision of the arbitrator shall be in writing and delivered to the parties or their counsel. The decision shall be final and binding upon the parties, subject to the condition that the decision shall not, without the express consent and approval of the parties, rescind or amend any of the terms or conditions of this Agreement, but shall be in accord with the scope and terms hereof.
- 16.05 In all cases of interpretation or arbitration of the terms of this Agreement, the text of the original signed copies shall govern.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 The standard workweek for all full-time employees will be forty (40) hours, unless mutually agreed upon otherwise. The standard work shift will be eight (8) hours. Standard shifts will be from:

2400 to 0800 0800 to 1600 1600 to 2400

- 17.02 (a) Any work in excess of eighty (80) hours/pay period, shall be considered overtime.
- (b) No employee shall work in excess of sixteen (16) hours in a twenty-four (24) hour time period.
- (c) Overtime hours, if available are first offered by seniority to full-time employees.
- (d) Overtime for casual and part-time employees being any hours available to them after eighty (80) hours per pay period. The person filling the overtime hours has to be qualified and have the ability to perform the function.
- 17.03 Overtime for staff shall be compensated at the rate of time and one-half. **Employees who work overtime will have the option of being paid at overtime rates or banking the overtime, at the appropriate rate. An employee shall be entitled to request a payout of banked time.**

- 17.04 No employee shall be required to work more than five (5) hours without a lunch period. Lunch period shall consist of one (1) **thirty (30)** minute period in each standard work shift. **If required to work longer than a standard shift, a break of fifteen (15) minutes shall be permitted every two (2) hours.**
- 17.05 All employees shall be entitled to one (1) fifteen (15) minute rest period prior to a lunch period and one (1) fifteen (15) minute rest period after lunch period during each standard work shift.
- 17.06 In the event an Employee is called to work outside of their regular schedule, they will receive a minimum of four (4) hours pay at their applicable rate.
- 17.07 Employees called in to work on-call will be called using the “on-call” procedure as outlined in the Policy and Procedure Manual.
- 17.08 (a) Where no casuals are available, full-time staff may be assigned on-call on a rotating basis. It is understood that if called in, overtime will be accrued. It is also understood that all attempts to cover on-call with casuals will continue.
- (b) A weekly on-call list will be posted at the workplace. Anyone who does not post their name on the list will be overlooked in place of an employee who has posted their name. If more than one employee’s name is on the list, qualifications for the work required may be the governing factor. If all employees on the list are equally qualified, seniority will prevail.
- (c) Employees taking on-call shall be remunerated at a rate of **ten** dollars (\$10.00) per block of twelve (12) consecutive hours.
- 17.08 Management reserves the right to modify schedules with the affected employee’s consent in order to ensure shift coverage.

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.01 (a) The following days shall be observed as paid holidays:

New Year’s Day	Louis Riel Day
Good Friday	Easter Sunday
Victoria Day	Canada Day

August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- (b) The following days shall be observed as other paid holidays:

Friday of the Trappers' Festival
Friday of Opasquia Indian Days

The parties agree if a National or Provincial holiday such as National Aboriginal Day (June 21) should be proclaimed it would be included in this agreement.

- (c) A paid holiday is defined as:
An employee's regularly scheduled hours on a normal work day, provided the actual holiday falls on a normal work day. In the event the holiday falls on a non-working day, the individual shall receive not less than eight (8) hours paid time off. When an employee's regular scheduled shift spans two (2) calendar days, only those hours falling on the actual statutory holiday are applicable.

18.02 (a) **Statutory Holidays**

Employees shall be entitled to payment for any of the above holidays provided that the employee qualifies as outlined in Article 18.04. If the Statutory holiday falls on the employee's normal day off, the employee can choose to take the subsequent working day off with pay, or bank it for future use.

- (b) **Other Holidays:**

Employees shall be entitled to payment for any of the other holidays, listed in Article 18.01(b), provided that employee qualifies as outlined in Article 18.04. Employees shall be entitled to straight time pay on these holidays.

- 18.03 (a) Full-time employees working on a statutory holiday will be granted time in lieu at the rate of one and one-half (1½) times their straight time rate, in addition to their statutory holiday pay. Casuals working the statutory holiday will receive payment at the rate of one and one-half (1½) the straight time rate.

- (b) Employees working on other holidays, as listed in Article 18.01(b) will be granted time in lieu at their straight time rate in addition to their other holiday pay.

- 18.04 An employee, to qualify for statutory or other holiday pay must comply with each one of the following two (2) conditions:
- (a) Have worked her last regular scheduled work day before and her first regular scheduled work day after the holiday unless her absence is due to illness or injury, or is otherwise authorized by the Employer;
 - (b) If scheduled to work on the holiday, an employee must have attended work as required.
- 18.05 If a statutory holiday falls on a full-time employee's normal day off, the employee shall be granted eight (8) additional hours off in lieu of the holiday with pay, at a time mutually agreeable to the employee and the Employer.
- 18.06 Employees while on Leave of Absence for Union business or required to be participating on a Negotiating Committee shall qualify for paid statutory holidays or other holidays as per Article 18.04.
- 18.07 Employees are entitled to take statutory holidays and/or banked time within three (3) months. Employees may take statutory holidays and banked time when they want to, provided that the leave does not unduly inconvenience the operation of the Employer. Such leave shall not be unreasonably denied. When taking statutory holidays and banked time for more than two (2) days the Employer will be notified in writing two (2) weeks prior of leave.

ARTICLE 19 - ANNUAL VACATIONS

- 19.01 (a) Casual employees are entitled to vacation pay in lieu of vacation time at the rate of 5% of gross pay, which shall be paid in each pay period.
- (b) Part-time employees are entitled to vacation pay in lieu of vacation time at a rate of 5% of gross pay, which at the employee's option shall be paid in each pay period or banked for future use.
- 19.02 (a) Full-time employees are entitled to three (3) weeks vacation at regular pay, which shall be taken by March 31 of the following year.
- (b) Full-time employees are entitled to four (4) weeks vacation at regular pay after the completion of five (5) years of continuous

service.

- (c) Full-time employees are entitled to five (5) weeks vacation at regular pay after the completion of seven (7) years of continuous service.
 - (d) Full-time employees who have completed ten (10) calendar years of service shall be entitled to receive two (2) additional days paid leave each year which can be taken at a mutually agreeable time.
 - (e) Full-time employees who have completed fifteen (15) years of continuous service shall be entitled to receive five (5) weeks vacation at regular pay plus three (3) additional days paid leave each year, which can be taken at a mutually agreeable time.
 - (f) Full-time employees who have completed twenty (20) years of continuous service shall be entitled to receive six (6) weeks vacation at regular pay.
 - (g) Full time employees who have completed thirty (30) years of continuous service shall be entitled to receive seven (7) weeks vacation at regular pay. This applies to this anniversary year only.
- 19.03 Employees shall take vacation at times that causes the least disturbance to efficient operations. Vacations shall be between April 1 and March 31. Preferred vacation schedules will be based on employee's seniority.
- 19.04 For the purposes of scheduling vacations the Employer shall provide each employee with written notice of accumulated vacation credits up to and including March 31 of the fiscal year.
- 19.05 When a statutory holiday falls within an employee's annual vacation period such day shall not count as a vacation day. The holiday shall be taken on the day preceding or following the vacation period as agreed to by the employee and the Employer.
- 19.06 If after March 31, but prior to vacation being taken for that year, an employee qualifies for vacation under Article 18.02, she shall receive a pro-rata increase in vacation for that year.
- 19.07 Any employee whose employment has been terminated shall receive vacation pay at the appropriate rate contained in Article 19.02(a) and (b).

ARTICLE 20 - LEAVES OF ABSENCE

20.01 BEREAVEMENT LEAVE

- (a) **A maximum paid bereavement leave of five (5) days will be granted to an employee in the event of a critical illness or death of a spouse, common-law spouse, child, step-child, adopted child, mother, father, grandchild, mother-in-law, father-in-law, brother or sister.**

In the event of death of a spouse, son or daughter, stepson or stepdaughter, an additional five (5) days with pay shall be granted.

- (b) **A maximum paid bereavement leave of three (3) days will be granted to an employee in the event of critical illness or death of a brother in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, and any relative permanently residing in the employee's household or with whom the employee resides.**
- (c) **Bereavement leave shall be extended by two (2) working days if the employee attends the funeral outside of Manitoba.**
- (d) **In the event that an employee's bereavement leave overlaps or occurs during her vacation period, vacation shall be extended by the number of days that the bereavement leave encroaches on it.**

- 20.02 (a) **Maternity, paternity and parental leave will be granted in accordance with the Employment Standards Code.**

- (b) **On return from such leave, the employee shall be placed in her former position. In the event of missed promotions during the leave, the employee shall be entitled to be placed in the new position she would have been placed in had the leave not taken place or a comparable position with no loss of pay or responsibility.**

- (c) **Fifty (50%) percent of an employee's regular wage will be provided during the two (2) week waiting period for benefits with Employment Insurance.**

- 20.03 (a) **Full-time employees will be entitled to accumulate sick leave at the rate of two (2) days per month, to a maximum of seventy-two (72) days, which shall be used only in the case of injury or illness, including occupational, or stress related impairments. This accumulated leave may also be used for valid compassionate reason.**

- (b) **Part-time employees will be entitled to accumulate sick leave on a**

pro-rated basis, which shall be used only in the case of injury or illness, including occupational sickness, or stress related impairments. E.g. twenty (20) hours/week accrues one (1) day per month to a maximum of thirty-six (36) days, with carryover, per year.

20.04 In the case of injury or illness, the Employer may require a medical certificate.

20.05 Other approved leaves of absence, with or without pay, whether for educational purposes, union business or compassionate reasons, may be granted to employees by the Employer provided that the leave does not unduly inconvenience the operation of the Employer, such leave not being unreasonably denied.

ARTICLE 21 - TRAINING

21.01 (a) Should the Employer require an employee to complete a training workshop or course, the Employer will assume all costs of such training, with an accountable advance which may be repayable by payroll deduction if the training is not satisfactorily completed. In the event a training workshop/course is occurring in The Pas/OCN, hourly wage will apply and a luncheon meal allowance will be provided (for full day courses), with the provision that the employee punch in before the course begins and punch-out at its completion (if no attendance is being taken).

(b) Travel, accommodations and meals for employees attending seminars, meetings and workshops as per established rates:

Km rate: **\$0.44/km**

Meals	\$10.00	Breakfast
	\$17.00	Lunch
	\$21.00	Supper

\$48.00/day - this rate will apply when travel is required to attend business and assist clients more than fifty (50) kms outside of The Pas, and such travel and business combined accounts for more than seventy-five (75%) percent of the scheduled workday or an overnight stay. It is understood if meals are supplied there will be no meal allowance.

Per Diem	\$10.00	Incidentals
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- (c) Courses under five hundred dollars (\$500.00) which will include travel and related costs can be approved by the Executive Director. Courses over five hundred dollars (\$500.00) to be approved by the Board. List of courses to come to staff meetings prior to decision on attendance. **Approval shall be provided to the employee in writing via email and forwarded to the Union.**
- (d) It is the responsibility of the **Employer** to ensure certification in CPR/First Aid is kept current. **The Employer shall make arrangements for group training once per year, or as required, to keep certification of employees current. In the event an employee cannot attend the training sessions it will be the employee's responsibility to arrange their training but the board shall pay the cost.**

21.02 Where funding so permits, optional training fees and associated costs will be considered for staff wishing to attend on their own time.

ARTICLE 22 - OTHER BENEFITS AND MISCELLANEOUS DEDUCTIONS

22.01 An Employer sixty (60%) percent/Employee forty (40%) percent cost shared benefit plan shall exist encompassing Extended Health Care, Weekly Indemnity, Long Term Disability and Life Insurance. Portions of the plan may be optional to the employees based on needs and costs.

- (a) Employees will be eligible to participate in a Health and Welfare Plan as above. The Employer agrees to administer such a plan.
- (b) The Employer agrees to pay on the employees' behalf, the monthly premiums.
- (c) **The Employer agrees that if they change carriers, the benefit level will be equal to what is presently agreed to or better.**
- (d) **For the purposes of Article 22.01 (c) the plan as registered through Community Services Benefit Plan Trust shall constitute part of the CBA.**

22.02 Liability Insurance will be implemented which will provide coverage to all workers at the Centre. The board agrees to purchase and maintain throughout the term of this Agreement public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Shelter, or any of its officers, employees or agents. Such insurance shall include a cross liability clause and provide coverage for premises and operations, blanket

contractual, extended bodily injury, broad form property damage, non-owned automobile, as well as any applicable errors or omissions or professional liability. It shall also provide two million (\$2,000,000.00) dollars per occurrence, minimum limits of third party liability and contain a clause, which states that the insurers will not cancel, materially alter or cause policy to lapse without giving thirty (30) days notice. Liability is in place as of April 1, 1993.

- 22.03 (a) Transportation on regular shifts shall be provided in accordance with 6.08.
- (b) For on-call workers summoned to attend to Shelter immediately, cab fare to the Shelter will be provided if needed.
- (c) Cab slips for non-emergency or non-required transport will be administered on staff's behalf and deducted from pay.
- (d) **All mileage, travel and meals shall be paid in accordance with Article 21.01 (b), except when the Shelter vehicle is used. When the Shelter vehicle is used, the cost of gas shall be reimbursed when a receipt is provided.**
- 22.04 (a) Access to meals, coffee or tea, will be permitted. Payroll deductions will be made at the rate of **fifty (50) cents per shift of any duration.**
- (b) Casual employees will pay meal cost at the rate of fifty cents (\$0.50) per shift (of any duration) to a maximum payroll deduction of \$5.00 per pay period.
- 22.05 (a) The Shelter funding agency (Family Violence Prevention Branch) stipulates that a cost-shared Pension Plan be put into effect. All employees are eligible for inclusion, with mandatory inclusion for full-time employees. Benefits will be governed in accordance with the details outlined in the Pension Plan text.
- (b) **The Employer agrees to maintain the pension plan agreement.**
- (c) **The employees covered by this agreement will receive the benefit of a defined benefit plan. The Employer agrees to contribute an amount equal to seven (7%) percent of the employee's wages and continue to contribute an amount equal to seven (7%) percent of the employee's wages into the pension plan.**
- (d) **The Employer shall be responsible for updating the pension plan when percentage or dollar contribution amounts are updated**

through funding opportunities or the bargaining process.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01** The Company will ensure, so far as is reasonably practicable, the safety, health and welfare at work of all its workers, and comply at all times with existing legislation in respect to plant safety and health.
- 23.02** A worker may refuse to perform work at a workplace where she has reasonable grounds to believe and does believe that the particular work is dangerous to her safety and health, the safety and health of another worker, or to the safety and health of an in-house client. Such refusal shall not be deemed insubordinate behaviour. A written report will be submitted if necessary.
- 23.03** An employee shall notify the Employer immediately and explain why the task is unsafe.
- 23.04** The person receiving a report under Article 23.03 or a person designated by him shall, together with the employee and another employee (including, but not limited to, an employee who is a member of the Health and Environment Committee) representing the employee, make an immediate inspection of the worksite and take or cause to be taken such action as is necessary to remedy the dangerous condition.
- 23.05** Until the dangerous condition reported by an employee under Article 23.03 is remedied:
- a) the employee may continue to refuse to perform the particular work that the employee believed to be dangerous; and
 - b) the Employer shall not assign or require any other employee to perform the particular work unless that employee has been informed by the first employee, or a safety and health officer designated under The Workplace Safety and Health Act, of the employee's refusal to perform the work and the reasons therefore.
- 23.06** Following completion of an inspection under Article 23.04, if the dangerous condition is not remedied, any of the persons carrying out the inspection may notify a Workplace Safety and Health officer of the refusal to work.
- 23.07** Subject to Article 23.05(b), nothing prevents the doing of any work or thing that may be necessary in order to remedy a condition that is or is liable to be unusually dangerous to the safety or health of an employee.

23.08 An employee hurt on the job, and attending the doctor, shall be paid for the loss of time on the days she was injured, at her regular hourly rate for her regular scheduled workday. **A written report shall be forwarded to the Union Health & Safety Representative and investigated by the Health & Safety Committee immediately.**

ARTICLE 24 – HUMANITY FUND

24.01 **The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.**

24.02 **The Board agrees to deduct the amount of \$0.02 per hour worked from the wages of all employees in the bargaining unit for all hours worked. Deductions and the names of all employees in the bargaining unit on whose behalf such payment has been made will be remitted quarterly to the Steelworkers Humanity Fund at the United Steelworkers, Suite 800, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.**

24.03 **It is agreed that the total for each employee’s yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following charitable donation number for the Humanity Fund: R119172278 RR 0001.**

24.04 **It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee after the receipt by the Board and the Local Union of a written statement from the employee.**

ARTICLE 25 - EXPIRATION AND RENEWAL

25.01 This Agreement shall be in effect from date of ratification, and shall remain in effect until **September 30, 2018**. Either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date, give notice to the other party a desire to negotiate a revision thereof.

25.02 When the required notice for revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

SCHEDULE "A"

Job Classification	Probationary (400 hours)	Level 1 (800 hours total)	Level 2 (1200 hours total)
Casual	13.00	14.00	14.50

Job Classification	Probationary (400 hours)	Level 1 (1 year total)	Level 2 (2 years total)	Level 3 (3 years total)
Crisis Intervention	15.00	16.05	16.45	17.00
Administrative Assistant	15.00	15.50	15.90	16.40
Follow Up Counsellor	16.75	17.75	18.30	19.00
Family Violence Counsellor	16.75	17.75	18.30	19.00
Child Support Counsellor	16.00	17.00	17.50	18.00

When increase in funding is received, calculation will be broken down per hour and added to each level to accommodate any raises provided by funders.

Wages shall be retroactive for all employees in this agreement effective October 1, 2014.

LETTER OF UNDERSTANDING

November 21, 2015

As per our discussion during bargaining all the casuals are probationary except for Mackenzie Thomas who shall be placed at Level 2.

The casuals shall continue to move up a level as per every 400 hours as agreed until Level 2 is reached.

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

Signed this _____ day of _____, 2016.

FOR THE UNION:

United Steelworkers
Local 7106

FOR THE EMPLOYER:

The Pas Committee for
Women in Crisis,
Aurora House & My Sister's House

Mackenzie Thomas
Negotiation Committee

Carla Craig
Negotiation Committee

Crystal Merton
Negotiation Committee

Dawna Pritchard, Executive Director
Negotiation Committee

Leslie McNabb
Staff Representative