



**COLLECTIVE AGREEMENT  
BETWEEN**

**THE WINNIPEG HUMANE SOCIETY FOR  
THE PREVENTION OF CRUELTY TO  
ANIMALS**

**-AND-**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 500**

**TERM OF AGREEMENT:  
APRIL 1, 2022 TO MARCH 31, 2025**

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## **ARTICLE 1 – PREAMBLE**

1.1 It is the purpose of both parties to this Agreement:

- (1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions
- (3) to encourage efficiency in operations and generally promote the interest of the Society and the Corporation
- (4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.2 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2- INTERPRETATION**

2.1 In this Agreement, unless the context otherwise requires, the expression:

- (a) "employee" means a person who is employed by an Employer within the scope of this Agreement and covered by the bargaining unit;
- (b) "full-time employee" means an employee regularly works the full prescribed hours of work per week and is designated by the Employer as full-time;
- (c) "regular part-time employee" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis and

designated by an Employer as part-time;

- (d) "term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event;
- (e) "casual employee" shall mean an employee who replaces an absent employee or is called in to supplement staff;
- (f) "position" means a position of employment with an Employer, which is in the bargaining unit;
- (g) "Society" means The Winnipeg Humane Society for the Prevention of Cruelty to Animals (The Winnipeg Humane Society) as represented by the Chief Executive Officer or designate;
- (h) "Corporation" means The Winnipeg Humane Society Veterinary Corporation, as represented by its CEO or designate;
- (i) "Employer" refers to both the Society and the Corporation;
- (j) "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement;
- (k) "National Rep" refers to the CUPE National Representative, who is authorized by the Union to conduct business on behalf of the Local;
- (l) "suspension" means the temporary removal of an employee for disciplinary reasons, from a position of employment for just cause;
- (m) "termination" means the permanent separation of an employee from a position of

employment whereby all commitments to that employee have been discharged by an Employer.

2.2 (a) Casual Employees

The terms of this Agreement shall apply to casual employees, except:

- (i) Article 19 shall not apply, casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period;
- (ii) Article 13 shall not apply to the normal ending of a casual position;
- (iii) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period;
- (iv) The Employer is not under any obligation to continue to employ a casual employee beyond their casual shift;
- (v) Casual Employees shall not accrue or retain paid sick leave;
- (vi) Casual Employees shall not have access to discretionary days.

(b) Grant Employee

"Grant Employee" means a temporary employee who works on a project funded by a grant to the Society. Grant employees are included in the bargaining unit and are covered by this Collective Agreement with respect to non-monetary items only.

2.3 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### **ARTICLE 3 - RECOGNITION**

- 3.1 The Society recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed and covered under Certificate No. MLB 5125, dated March 27, 1995.

In addition, the Union recognizes the following positions as not being included in the bargaining unit:

1. Chief Executive Officer
2. Chief Operating and Financial Officer
3. Chief Administrative Officer
4. Chief Engagement Officer
5. Directors
6. Managers
7. Assistant Managers
8. Controller
9. Accountant
11. Executive Administrative Assistant
12. Human Resources
13. Veterinarians
14. Donor Relations Officer
15. Event Organizer
16. Major Gift Officer
17. Those excluded by the Act

- 3.2 The Employer shall provide a link to a digital copy of the Agreement to each new employee on or before the employee's commencement of employment, or at their orientation session, so long as it is within thirty (30) days of commencement of their employment.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 Except as specifically modified by the provision of this Agreement:

The Union recognizes the Employer's and Corporation's right to hire, promote, demote, discipline, coach, counsel, assess, suspend or terminate for just and reasonable cause, layoff, and maintain the efficiency of the employees, and otherwise manage and direct the work force, Management of the workplace, which include the rights to plan, direct, secure, and control operations, establish duty schedules, methods, processes, quality, quantity, qualifications, assignment of work, improve processes and methods, and to make and enforce the Employer's and Corporation's rules to carry out the functions of management, are solely the right of the Employer and Corporation.

All the functions, rights, personnel practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including the right to make, enforce and revise from time-to-time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.

No employee may be required or permitted to make any written, verbal or implied Agreement, which conflicts with the Agreement as a whole.

- 4.2 In administering this Agreement the Employer and Corporation shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.



## ARTICLE 5 - UNION SECURITY

- 5.1 Each and every employee who comes under the scope of this Agreement shall have Union dues deducted by the Employer from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Union on a monthly basis, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.
- 5.2 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.
- 5.3 Dues Receipts
- The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 5.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 5.5 All employees shall be members of the Union, except for religious exceptions.
- 5.6 Non-members of the Union, who are members of the bargaining unit shall have the right to receive notice of, attend, participate in and vote at, meetings of the Union concerning any matter arising out of a work stoppage or collective agreement and letter of understanding ratifications.
- 5.7 New Employees

On commencing employment in a position within the bargaining unit, a representative of the Employer will introduce the new employee to their Union Steward. This can take place during the orientation of new employees.

- 5.8 The Union shall have the right at any time to have the assistance of National Representatives of Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises to assist the union with the prior consent of the Employer which consent will not be unreasonably withheld.

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union. Such times and places as requested will be subject to availability and suitability.

5.9 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

- 5.10 The Employer will provide information that it has in its care and control to the Union in order to assist it in fulfilling any legislative disclosure requirements, within fifteen (15) business days following a request from the union which states the legislative requirement and information required.

**ARTICLE 6 - RIGHTS OF STEWARDS**

- 6.1 The Union shall notify the Employer in writing of the name of its officers and stewards and the Employer shall be required to recognize only these officers and stewards of whom it has notice.

- 6.2 Working Time spent on Union issues shall be limited to representing members in front of management, bargaining, labour management meetings or consistent with Article 6.03.
- 6.3 It is understood that Stewards have their regular work to perform on behalf of the Employer and that they will not leave their work without obtaining permission from the Manager. The Employer agrees to compensate, in accordance with the terms of this Agreement, a Steward for any regular working hours spent in servicing grievances of employees up to a maximum of fifteen (15) minutes per grievance. The Employer shall not incur a cost for any additional time. The maximum Employer paid time allowed for Union business meetings involving no Management personnel shall not exceed one (1) hour per week.

#### **ARTICLE 7 - PROBATION**

- 7.1 New employees entering the bargaining unit shall be on probation for an initial period of 520 hours of work.
- 7.2 The Employer may extend the probationary period by no more than 260 hours by providing notice to the Union and affected employee.
- 7.3 Any further extension to the probationary period will be with the mutual consent of the Union, which won't be unreasonably withheld.
- 7.4 At any time during the probationary period, the employee may be terminated by the Employer and such termination shall not be grievable nor arbitrable.
- 7.5 After completion of the probationary period, seniority shall be effective from the original date of employment in the bargaining unit.

#### **ARTICLE 8- PAYMENT OF WAGES AND ALLOWANCES**

- 8.1 Bi-weekly, on each payday, each employee shall be provided with an itemized statement

of their wages, overtime and other supplementary pay and deductions, including Union dues.

- 8.2 The wages payable to any employee in their respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 8.3 All part-time employees shall receive the wage rate and benefits specified in this Agreement.
- 8.4 Pay will be done through direct deposit into the employee's personal bank account.
- 8.5 A statement of salary ranges will be given to new staff members when they commence employment.
- 8.6 Vacation pay will be paid to full and part-time employees on the regular pay period and there will be no interruption in the employee's regular pay schedule.

#### **ARTICLE 9- MERIT INCREASE**

- 9.1 A full-time employee who is not at the maximum for their position is eligible to receive a merit increase after 2,080 hours actually worked, if their work performance is considered to be satisfactory.
- 9.2 (a) A part-time employee who is not at the maximum for their position is eligible to be moved one step forward on the salary scale upon completion of each 2,080 hours of actual work in any number of part-time positions since their last increment if their work performance is considered to be satisfactory.
- (b) Where an employee occupies more than one part-time position, the first (151) 2,080-hour merit increase, utilizing the total hours worked in all part-time positions, shall apply to the position where more hours are worked. The next

2,080-hour merit increase will apply to both part-time positions and the next 2,080 hour merit increase will apply to the part-time position where more hours are worked. If the number of hours in the two (2), or more, positions is equal, the higher paying position will be deemed to be the position where more hours are worked (in the event that the positions have the same hourly rate then the employee will determine which position is the "deemed position"). The employee will alternate in receiving merit increases as indicated above until the employee reaches the top of the wage scale in both positions.

9.3 In the event that an employee's work performance is deemed unsatisfactory, the employee will have the opportunity to be reviewed three (3) months later and, if found satisfactory, the merit increase will apply from that day forward.

9.4 In the event an employee is appointed to a position with a higher wage scale constituting a promotion, the employee will be placed at the next highest step in the wage scale that will result in an increase in pay.

#### **ARTICLE 10 - HOURS OF WORK**

10.1 The regular hours of work for full-time employees will normally be eight (8) hours per day on five (5) consecutive days per week, totaling forty (40) hours per week.

10.2 The regular hours of work for all full-time employees will be consecutive, with at least 2 consecutive days off per week.

10.3 Regular hours of work shall be deemed to include a rest period.

10.4 Any variation to the workday or workweek hours as specified in 10.01 above shall be instituted only with the mutual agreement of the parties to this Agreement.

10.5 Employees are entitled to the following uninterrupted breaks:

- a. Three (3) hours or more but less than five (5) hours worked - one (1) fifteen (15) minute break;
  - b. Five (5) hours or more but less than seven (7) hours worked - two (2) fifteen (15) minute OR one thirty (30) minute break;
  - c. Seven (7) hours or more but less than eight (8) hours worked - one (1) fifteen (15) minute and one thirty (30) minute break;
  - d. Eight (8) hours or more worked - two (2) fifteen (15) minute and one thirty (30) minute break.
- 10.6 Schedules shall be posted fourteen (14) calendar days or one pay period in advance of the first date on the schedule. Any changes to the schedule can only be done by notifying the affected employees at least five (5) days in advance unless otherwise mutually agreed.

#### **ARTICLE 11 - OVERTIME**

- 11.1 Overtime shall be time worked in excess of the daily or weekly hours of work as specified in Article 10, Hours of Work, such time to have been authorized in such manner and by such person as designated by the Employer.
- 11.2 For pre-arranged overtime, the Employer shall maintain a list to ensure overtime is offered on a rotating basis among employees who normally perform the work.
- 11.3 For last-minute overtime cases, the first opportunity shall be offered to the employees working at the time.
- 11.4 In cases of emergency where an employee has made every reasonable effort but has been unable to contact their Manager for overtime authorization, any emergency overtime which must be worked shall be considered for approval and payment. Such approval and payment shall not be unreasonably withheld.

## ARTICLE 12 - SENIORITY

12.1 Seniority is defined as the length of service with the Employers and shall include service with the Employer priors to certification. Seniority shall be expressed in terms of total hours worked since the most recent hire date with the Employer.

Where an employee moves from one Employer to another Employer covered under this agreement, with no break in service, then the most recent hire date shall not reset.

Seniority shall be used for layoff and recall as outlined in Article 13 and the filling of vacant positions as outlined in Article 14. Total hours worked for these purposes includes:

- a. all paid leaves of absence;
- b. WCB;
- c. paid sick leave;
- d. vacation;
- e. unpaid health-related leaves of six (6) months or less;
- f. time on Long Term Disability up to two (2) years;
- g. any approved leave of absence due to domestic violence;
- h. any approved leave of absence undergoing gender transition;
- i. all maternity and parental leaves under eighteen (18) months.

Hours worked does not include time missed due to unpaid leaves of absence that are not health-related.

### 12.2 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service most recently commenced and current total hours worked. A single up-to-date seniority list (names and Employers only) shall be posted on bulletin boards

for each Employer in July and January of each year. Employees will have ten (10) days after posting to bring to the attention of their Employer any errors, otherwise, the list would be deemed accepted. The confirmed seniority list shall include the names of each employee, Employer, position, seniority hours, addresses and phone numbers, and email addresses and will be forwarded to the Union Office.

### 12.3 Loss of Seniority

An employee will continue to accumulate seniority while they are absent from work on paid leave. An employee shall lose their seniority in the event they:

- a. is discharged for just cause and is not reinstated;
- b. resigns;
- c. fails to return to work within ten (10) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It is the responsibility of the employee to keep the Employer informed of their current address;
- d. is laid off for a period longer than eighteen (18) months. An employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

### 12.4 Seniority during Transfers to Out-of-Scope Positions

The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back or they request to return to a position which is governed by this Agreement within forty-five (45) days



following their transfer or appointment, then the seniority which they have accumulated in such supervisory position shall be credited to the employee and they shall be placed in a job consistent with their seniority.

### **ARTICLE 13 - LAY-OFF AND RECALL**

- 13.1 It is the exclusive right of the Employer to increase or decrease its working force. Job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority provided always that the employees to be retained possess the ability, skill and qualifications to perform the work.
- 13.2 The Employers shall meet with and give notice to the Union of the proposed reduction and the jobs affected at least sixty (60) days prior to the effective date of the layoff in order that consultation with the Union may take place. The process of the consultation will include the formation of a joint committee to explore measures that may be undertaken to avoid layoff and/or other options that can be considered as an alternative to layoff that may include, but not limited to the following:
- a. Normal attrition such as retirement (normal or voluntary early), leaves of absence with no or partial pay or resignations;
  - b. Reduction in budgets for certain items or activities that will not further weaken the Employer's financial viability;
  - c. Retraining for another position or alternate classification could be considered as an alternative to layoff;
  - d. Redeployment with another Employer in this Collective Agreement.

The Employer shall give the employee written notice of the date on which they are to be laid off at least four (4) weeks before the date on which they are to be laid off or in the

absence of such notice shall grant pay in lieu thereof.

- 13.3 Employees who are laid off shall be placed on a re-employment list. Employees placed on the reemployment list shall be called back in reverse order of lay-off starting with the most recently laid-off employee and proceeding in descending order to the first employee laid off, provided that such employee(s) possess the ability, skill and qualifications to perform the work.
- 13.4 Notification of recall following a lay-off shall be sent by registered letter to the last reported address of the employee. The onus is on the employee to keep the Employer informed of their latest address. Employees shall have one week to respond to recall.
- 13.5 No new employee shall be hired by either Employer in the agreement until those laid off who meet the requirements of the job have been given an opportunity of recall subject to the ability, skill, and qualifications to perform work assigned.

#### **ARTICLE 14 - STAFF VACANCIES**

- 14.1 When a vacancy that will be filled occurs or a new position is created, within the scope of this Agreement, the Employer shall notify the Union and post notice of the position on the appropriate bulletin board(s) for a period of five (5) calendar days.

Such job posting shall contain the following:

Nature of position, qualifications required, knowledge and educational skills required, wage or salary rate or range and closing date for applications. Such qualifications shall conform to the job description of the position in question. A copy of each job posting shall be provided to the Union at the time that such posting is made.

- 14.2 Filling of Supervisors Bargaining Unit Positions

For the filling of supervisory bargaining unit positions, from internal qualified applicants, appointment shall be on the basis of ability, past work performance, and seniority with seniority prevailing in the event of an equality of ability and past work performance. Required qualifications will be considered minimum requirements.

#### 14.3 Term Positions

A "term position" shall be for a specific time period or until the completion of a particular project within a specific department.

- Term positions of a duration of three (3) months or more shall be posted;
- Term positions shall be of a maximum duration of eighteen (18) months for a Maternity/Parental leave and all other leaves will be a maximum of one (1) year unless this period is extended up to forty-eight (48) months;
- Term positions being renewed after forty-eight (48) months must be renewed for at least a three (3) month term;
- Term positions extending beyond forty-eight (48) months must be reviewed by the employer to determine whether the positions should be permanent and will only be extended by mutual assent of the union following such review.

#### 14.4 Filling of All Other Bargaining Unit Positions

For all other bargaining unit positions, appointment shall be made of the most senior applicant who meets the qualifications as outlined in the job description.

In determining qualifications, the employer shall utilize information at their disposal including:

- Responses to interview questions,
- Education and qualifications
- Work experience

- Satisfactory performance reviews
- References

#### 14.5 Trial Period

There shall be a trial period of up to four hundred and eighty (480) hours when a position is filled by a person from a different position within the bargaining unit. At any point, during the trial period, the Employer can return an employee to their former position if found unsuitable or the employee can return to their former position if they so choose.

At the end of the trial period, the Employer shall notify the employee that they are now confirmed in the position.

### **ARTICLE 15 - RESIGNATIONS**

- 15.1 An employee wishing to resign shall provide their Manager with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform their regular duties.
- 15.2 The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 15.3 An employee shall give notice of resignation at least two (2) weeks prior to the date on which their resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Manager.
- 15.4 An employee may, with the approval of the Manager, withdraw their notice of resignation at any time before their resignation becomes effective.

### **ARTICLE 16- DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE**

- 16.1 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:
- a. orally reprimand the employee; or
  - b. in writing, reprimand the employee; or
  - c. suspend the employee with or without pay; or
  - d. recommend the dismissal of the employee to the CEO, other member of the Executive Management Team or HR designate.
- 16.2 An employee involved in disciplinary action shall be allowed access to a Steward or Union Representative if they so desire.
- 16.3 An employee may be disciplined for abandonment of position up to and including termination. Abandonment means being absent from work in excess of three days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- 16.4 An employee shall have the right to schedule a time to access their employee file and make copies of any documents therein at their own cost; and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

#### **ARTICLE 17-GRIEVANCE PROCEDURE**

- 17.1 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 17.2 It is mutually agreed that efforts shall be made to resolve complaints through discussion

before a written grievance is initiated. The aggrieved employee shall have the right to have their steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

- 17.3 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement.
- 17.4 a. Where either party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Society and such grievances initiated by the Society shall be made to the President of the Union or designate and in either case shall be within ten (10) days from the date of the action giving rise to the grievance.
- b. Where the parties fail to resolve a grievance under .4 (a), either party may refer the grievance to the Arbitration step of the Grievance Procedure.
- 17.5 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance must be signed. The grievance may be clarified at any step providing its substance is not changed.
- 17.6 An employee has the right to representation by a Union steward at any step of the Grievance Procedure.
- a. Step 1: Within ten (10) working days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress

requested to their supervisor or person designated by the Chief Executive Officer, who shall issue a decision in writing to the employee and the Union within ten (10) working days.

b. Step 2: If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Chief Executive Officer or designate of their desire to proceed to Step 2 within ten (10) working days of the receipt of the decision at Step I. The Chief Executive Officer or designate shall issue a decision in writing to the employee and to the Union within twenty (20) working days of receipt of the grievance. The Chief Executive Officer or their designate may hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance.

c. Step 3: The Union shall have the right to submit the decision to Arbitration.

17.7 In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.

#### **ARTICLE 18 - ARBITRATION PROCEDURE**

18.1 Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances or disputes shall be submitted to Arbitration in accordance with the procedure set forth in this Article.

18.2 The parties agree to use a single arbitrator unless either party signifies its intent in writing to the other within fifteen (15) working days of receipt of notification that a matter is proceeding to arbitration.

18.3 The procedure for arbitrating grievances shall be as follows:

a. Either of the parties shall, within forty-five (45) calendar days (except General

Holidays) from the receipt of the decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration.

b. The party referring the matter to arbitration shall proceed in accordance with either of the procedures outlined below:

i. Procedure for Single Arbitrator

Where arbitration is proceeded with using a single chair in accordance with this Article, the arbitrator will be appointed on a rotating basis from a list of three mutually agree-to arbitrators, which list of arbitrators is attached to the Collective Agreement as Appendix "A". Unless the parties agree otherwise, the arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix "A".

ii. Procedure for Arbitration Board Tribunal

In the event either party does not agree to a single arbitrator, the party originating the arbitration request shall notify the other party by registered mail, the name of its nominee on an Arbitration Board. Within fifteen (15) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall be notified as to the name of the Chair who will be appointed on a rotating basis from a list of five mutually agree-to arbitrators, which list of arbitrators is attached to the Collective Agreement as Appendix "A".

18.4 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.



18.5 Procedure

The Arbitrator or Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences of allegations and render a decision within ten (10) days from the time the Chairperson is appointed.

18.6 Decisions of the Arbitrator or Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator or Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator or Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

18.7 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

18.8 Expenses of the Board

Each party shall pay:

- a. the fees and expenses of the Arbitrator it appoints;
- b. one-half (1/2) the fees and expenses of the Chairperson;

c. one-half (1/2) the fees of a Single Arbitrator.

18.9 Amending Time Limits

The time limits fixed in this arbitration procedure may be extended by consent of the parties to this Agreement.

18.10 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

18.11 The Arbitrator or Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provision of the Agreement.

18.12 The Arbitrator or Board shall be expressly confined to the precise issue submitted and shall have no authority to make a decision and/or recommendation on any other issue not so submitted.

**ARTICLE 19- VACATION**

19.1 For purposes of this Agreement, a vacation year is the period beginning on the first day of January and ending on the thirty-first day of December next following.

19.2 Permanent employees shall earn vacation leave credits on the following basis:

a. one (1) to three (3) years inclusive 2 weeks

- b. after the 3<sup>rd</sup> year 3 weeks
- c. after the 6<sup>th</sup> year 4 weeks
- d. after the 11<sup>th</sup> year 5 weeks
- e. after the 16<sup>th</sup> year 6 weeks

19.3 A permanent employee with at least six (6) months but less than one (1) years' service is eligible for vacation with pay on a pro-rata basis.

19.4 Term employees will receive vacation pay in accordance with the Employment Standards Code.

19.5 Vacation windows

- a. Vacation leaves for the period of October I until April I shall be submitted by September 1 (30 days prior to the start of the vacation period). Vacation leaves for the period of April I until October I shall be submitted by March I (30 days prior to the start of the vacation period).
- b. All requests for vacation leaves shall be reviewed and approved or declined twenty-eight (28) calendar days following the cut-off listed above.
- c. A request does not guarantee an approval.

19.6 Vacation Approval

- a. Employees will request to up to 20 days of vacation per vacation window.
- b. Employees will be entitled to up to IO days of vacation from June I - August 31

- c. Employees will only be entitled to take more than 10 consecutive days of vacation with management approval.
- d. To ensure all staff may take vacation, vacation leave will be granted in order of department seniority for the first two (2) weeks requested in each vacation window. Once all staff have been granted their first two (2) weeks, a further two (2) weeks requests will be granted in order of seniority and repeated in this fashion until all requests have been granted subject to operational and staffing needs.

19.7 Additional Vacation

- a. Any leave requests outside the above process will be considered by management on a first-come, first-serve basis. Denial of vacation outside the above process is not subject to grievance unless such denial is arbitrary, discriminatory or bad faith.
- b. employees are encouraged to submit their requests for vacation at least 28 calendar days prior to the date requested.

19.8 Manager scheduled vacation

If the vacation bank of an employee is not scheduled by September 1<sup>st</sup> the Employer reserves the right to schedule vacation.

19.9 Carryover

On or before January 31 of the new calendar year, the employee's bank will be paid out to zero (0), unless a written request for carryover is received by management by December 1st. such requests shall not unreasonably be denied but shall not exceed two (2) weeks of carryover in any given year.

19.10 Except with the consent of the Employers, vacation leave shall commence at the end of

the employee's workweek and scheduled days off.

- 19.11 Vacation credits accumulate from the date of hire but a probationary employee is not entitled to take vacation.
- 19.12 Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.
- 19.13 Other than as provided in 19.3 above, vacation leave shall be taken in the vacation year following the year in which it is earned.

## **ARTICLE 20 - HOLIDAYS**

20.1 The following holidays shall be observed:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) August Civic Holiday
- (f) Labour Day
- (g) Truth and Reconciliation Day
- (h) Thanksgiving Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Easter Monday
- (l) Journee Louis Riel Day
- (l) Any other holiday proclaimed by Federal or Provincial Statute

Provided that where any of the said days fall on a Saturday or Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in

this subsection shall prohibit the parties to this Agreement from altering the date of the observance of any of the above holidays.

- 20.2 Remembrance Day shall be a paid holiday except where it falls on a non-working day.
- 20.3 An employee is entitled to pay for a holiday on which they did not work, provided:
- (a) they did not fail to report for work after having been called to work on the day of the holiday; and
  - (b) they did not absent themselves from work without the Society's consent on either the regular working day immediately preceding or following the holiday unless their absence is by reason of established illness.
- 20.4 An employee who works on a holiday is entitled to be paid for the hours worked, at overtime rates, and holiday pay, if (s)he qualifies.
- 20.5 A part-time employee who is scheduled and who works on a holiday is entitled to be paid for the hours worked, at overtime rates, if they qualify.
- 20.6 Where an employee who has been required to work on holidays, leaves the employ of the Society, they shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to them to which they are normally eligible under section .04.
- 20.7 Where a holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 20.8 Section .06 shall not apply when Remembrance Day falls on a Saturday or Sunday during the vacation period of an employee.

- 20.9 In the event that an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of the above days provided that there are sufficient employees available in the classification to enable the Society to so schedule these two (2) days.

#### ARTICLE 21 - SICK LEAVE

- 21.1 Earned sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform their regular duties as a result of illness or injury.
- 21.2 Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employee's accumulated sick leave credits, providing the following conditions are met:
- (a) whenever possible, appointments are to be made on the employee's day off or at a time when they are not on duty;
  - (b) if (a) above is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss their situation with their Supervisor and whenever possible this discussion will be held 24 hours prior to that appointment. In all cases, prior to an absence, the employee will notify their Supervisor.
  - (c) Employees will be absent for these purposes for no more time than is necessary in order to obtain the medical services and necessary travel time.
- 21.2 The sick leave to which a full-time employee is entitled shall accumulate at the rate of one and one-sixth (1 1/6) working days per month effective the date of hire but commencing after completion of three (3) months' service and cumulative to a

maximum of ninety-five (95) working days.

Out of the fourteen (14) days of sick leave per year, each eligible employee will be allowed to use up to Two (2) days for providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver. An employee may use one (1) of these two (2) days for the purpose of providing care to their own ill pet, or in the event of the death of their own pet.

In addition to sick leave, each eligible employee will be entitled to one (1) discretionary leave day with pay per year, which can be used at the employee's discretion. The employee will give their Manager as much notice as possible about the day to be taken as discretionary leave. Requests for use of a discretionary day must be submitted twenty- eight (28) calendar days of the day requested. A request does not guarantee an approval. Unused discretionary leave shall be carried over to a maximum of three (3) days' discretionary leave eligibility.

- 21.3 Employees employed on a part-time basis shall be granted sick leave with pay on a pro rata basis.
- 21.4 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- 21.5 Sick leave shall continue to accrue if an employee is absent on any period of a paid leave of absence.
- 21.6 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with section .02.
- 21.7 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.



- 21.8 Sick leave shall not accumulate during periods when an employee is:
- (a) absent without leave; or
  - (b) absent on leave of absence without pay.
- 21.9 Every employee shall notify or cause someone on their behalf to notify the Employer without delay and whenever possible prior to the start of their shift if they are unable to report for any reason outlined in 21.01.
- 21.10 An employee on their return to work may be required to furnish a medical certificate when requested by the Employer. Should a cost be incurred, such cost shall be borne by the Employer. Failure to produce a medical certificate acceptable to the Employer within five (5) days of the request will result in a loss of pay for a period of absence. Such loss of pay does not preclude the Employer from further disciplining an employee for improper absence from work.
- 21.11 If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 21.12 Suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.
- 21.13 The Employer shall be entitled to retain the Employee's portion of the EI rebate and donate those funds to the Employer. These contributions shall be treated as acceptable contributions to the Employer.
- 21.14 Any employee covered by this Agreement, who is in receipt of benefits under the P.1.P.P. program and who chooses to concurrently claim sick leave benefits under Article 21, must integrate and coordinate those benefits to ensure that the

total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay. This integration and coordination of benefits shall occur in the following manner:

- (a) The total value of income top-up provided under Article 21 shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits at the time of application they shall be entitled to utilize other available credits to provide top-up. An employee who has exhausted all credits shall be entitled to only those benefits provided under P.I.P.P.
- (b) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and are therefore eligible to receive sick pay benefits administered according to EI legislation.
- (c) Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. program, prior to the coordination of benefits.
- (d) Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top-up.
- (e) Should an employee collect benefits that exceed one hundred percent (100%) of net take-home pay, the Employer will be entitled to recover the full value of all sick pay benefits that, when coordinated with the P.I.P.P. benefits, exceeded one hundred percent (100%) of net take-home pay.
- (f) Employees who choose to integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement,

during the period that one hundred percent (100%) of net take-home pay is provided under this Agreement, for a maximum period of six (6) months or until approved for disability benefits through the Employee Benefits Plan(s).

- (g) Employees receiving such benefits shall be advised by the Employer, within thirty (30) days of having their P.I.P.P. and sick pay benefits integrated and coordinated, that they may apply and may be eligible for disability benefits through the Employee Benefits Plan(s).

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.1 Negotiating Committee**

Employees who serve on the Union's Negotiation Committee will continue to receive their regular pay and benefits from the Employer, and the Union will reimburse the Employer for that time, as invoiced by the Employer. This provision shall also apply to meetings for Conciliation Services.

### **22.2 Leave of Absence for Union Functions**

Upon request to the Employer by the Union, the Employer will endeavour to allow employees who are elected or appointed to represent the Union, a leave of absence with pay and without loss of benefits subject to reimbursement from the Union.

### **22.3 Bereavement Leave**

- (a) An employee shall be granted up to five (5) consecutive working days off work without loss of pay in the event of death of a parent, step-parent, grandparent, grandparent of spouse including registered common law spouse's grandparent, former legal guardian, child, step-child, step-child

of registered common-law spouse, sibling, step-brother, step-sister, fiancé, or spouse (including registered common-law spouse).

- (b) An employee shall be granted up to three (3) consecutive working days off work without loss of pay in the event of death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, mother-in-law of a registered common-law spouse, father-in-law of a registered common-law spouse, daughter-in-law, son-in-law or any other relative who has been residing in the same household;
- (c) Such days may be taken only during the period which extends from the date of the death, up to and including the day following internment or memorial service. Compassionate leave may be extended by a member of the Executive Management Team by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (d) In certain circumstances where the funeral is delayed, an employee may request to separate the days of leave to coincide with the date of service.
- (e) In the case of shift workers working in excess of eight (8) hour shifts, one (1) day constitutes all regular hours worked during a 24-hour period.
- (f) For the purpose of 22.3, where an employee who establishes that they have been residing with a person and have been publicly representing that person as their spouse for a period of not less than six (6) months, that person shall be deemed to be the common-law spouse of that employee.

#### 22.4 Maternity Leave

- (a) An eligible employee, who has completed six (6) consecutive months of employment with the Employer, shall be granted a maternity leave of absence

without pay by the Employer consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- (b) During the seventeen (17) week duration of maternity leave an employee shall have the right, if they so choose, to use accumulated income protection credits for that portion of the maternity leave during which they would have been unable to work due to health-related reasons. An employee claiming income protection in such a circumstance may be required to furnish a certificate from a qualified medical practitioner, midwife or nurse providing proof of, and expected duration of, the health-related condition.

## 22.5 Parental Leave

### (a) Entitlements

- I. Every employee who,
  - (1) becomes the natural mother, or natural father of a child,
  - (2) assumes actual care and custody of a newborn child, or
  - (3) legally adopts a child under the law of a province; and
- II. has completed six (6) consecutive months of employment; and
- III. who submits to the Employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to

commence the leave; is entitled to, and shall be granted parental leave, consisting of a continuous period to a maximum of sixty-three (63) weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the eighteen (18) months of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when their parental leave is to commence.

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

(c) Late Application for Parental Leave

When an application for parental leave under subsection (a) above is not made in accordance with (a)(iii), above, the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made. The leave must be completed no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

22.6 An employee wishing to return to work prior to the expiration of maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of their return. On return from maternity and/or parental leave, the employee shall be placed in their former or comparable classification and shift

schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise their rights as though they had remained in the job or be placed in a comparable classification at the same salary level. The Employer will endeavour to keep the employee on the same shift schedule as they had prior to the leave.

22.7 Benefit coverage shall be maintained for an employee on leave under this Article provided that the employee pays both the employee's and Employer's costs.

22.8 An employee on leave under this Article shall accrue seniority credits throughout their period of leave.

22.9 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause and consistent with Society policy. Such request shall be in writing and may be approved by the Employer.

22.10 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.

- (c) An employee may take no more than two periods of leave totalling 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) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician 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:
    - 1. the day the certificate is issued; or
    - 2. if the leave was begun before the certificate was issued, the day the leave began; and
  - II. the family member requires the care or support of one or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks



by giving the Employer forty-eight (48) hours' notice.

- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.
- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in Article 22.03 of the Collective Agreement.

#### 22.11 Pallbearer Leave

A worker who has completed six (6) months of service shall be granted one-half day leave without loss of salary or wages to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Department Head or designate.

#### 22.12 Interpersonal Violence Leave

The employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life. Workers experiencing interpersonal or domestic violence will be able to access time off from work as follows:

- a. Ten (10) days, of which the first five (5) days shall be paid.
- b. Up to seventeen (17) weeks in one continuous period as an unpaid, job protected leave.

- 22.13 Employees shall be entitled to up to three (3) hours annually of paid leave to attend to vaccination requirements or boosters. Such leave shall be taken at the end of an employee's shift.

### **ARTICLE 23- STRIKES AND LOCKOUTS**

- 23.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruption, slowdown or stoppage of work which will halt, disrupt, limit or interfere with normal service or work.
- 23.2 The Employer agrees that there will be no lockout of employees during the life of this Agreement.

### **ARTICLE 24 - TRAVEL AND TRANSPORTATION**

- 24.01 All employees who travel on Society business must, as a condition of employment, have a valid driver's license. The loss of such license may be proper grounds for dismissing such employee.

### **ARTICLE 25 - NO DISCRIMINATION**

- 25.01 It is agreed there will be no discrimination against any employee by the Employer or Union because of race, creed, colour, political beliefs, age, marital status, family status, sex, pregnancy, gender identity, gender expression, gender determined characteristics, sexual orientation, nationality, ancestry, ethnic origin, source of income, physical disability, mental disability, Union activity, or membership or non-membership, or in the Union, except as allowed under the Manitoba Human

Rights Code.

**ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

26.1 Job Description

The Employer agrees to prepare a new job description whenever a new bargaining unit position is created and present it to the Union for review and discussion.

26.2 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

**ARTICLE 27 - EMPLOYEE BENEFITS PLAN**

27.01 The Employer shall offer Group Benefits that shall be fifty-five (55) percent paid by employees and forty-five (45) percent paid by the Employer.

27.02 Eligible employees who participate in the group, health and dental benefits plan shall have a Health Care Spending Account of \$100 annually for eligible health expenses.

27.03 All employees eligible for the Benefits Plan will have access to a matching RRSP plan with a matching contribution of up to two percent (2%) of their annual earnings.

27.04 All employees who work at least twenty (20) hours per week shall be eligible to

participate in the benefits plan and RRSP.

**ARTICLE 28- HEALTH AND SAFETY**

28.1 The Employer shall make all reasonable provisions for the safety and health of employees during working hours.

28.2 The following represents the terms of reference for the Workplace Health and Safety Committee:

(a) Structure

(i) In accordance with Manitoba Workplace Safety and Health Legislation, The Committee shall consist of at least four (4) but not more than twelve (12) persons with half of the representatives being appointed by the Union.

(ii) Committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings and may participate fully in the deliberations and discussions of the Committee.

(b) Objectives

(i) Acting as an advisory body which investigates and makes recommendations on health and safety concerns in the workplace.

(ii) Developing practical procedures and conditions to help achieve health and safety in the workplace.

- (iii) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in the workplace.
- 28.3 The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer and at least once every (3) three months and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 28.4 Minutes of all Safety Committee meetings shall be kept. Copies of such minutes shall be sent to the Union office and posted on the bulletin board.
- 28.5 Time spent by employees in the performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time.

**ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

- 29.1 The Employer and the Union agree to establish and maintain a Labour-Management Committee consisting of equal representation from Management and Union.
- 29.2 The Committee shall meet at the request of either party but not less than once every three (3) months unless otherwise agreed.
- 29.3 The Committee shall discuss matters of mutual concern and make recommendations in relation to these concerns.
- 29.4 The Committee shall not have jurisdiction over wages or any other matters of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members of the Employer to any decision or conclusions reached in their discussions.

## **ARTICLE 30 - GENERAL**

### 30.1 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

### 30.2 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 30.3 Payment of Registered Veterinary Technologist Certification Fees

The Employer will reimburse the cost to maintain the certification of the Registered Veterinary Technologist. Should the employee resign from their employment during the period of reimbursement, the employee will repay the certification fee on a pro-rated basis.

30.4 The Employer proposes to provide a locker for each full-time and each part-time employee of the Winnipeg Humane Society for their personal use. The Employer also agrees to provide day lockers for use of casual employees.

## **ARTICLE 31 - RESPECTFUL WORKPLACE/ NO HARASSMENT/ NO DISCRIMINATION**

31.1 The Employer and the Union jointly affirm that every employee in the workforce

shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being and/or undermine work relationships and productivity.

- 31.2 Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.
- 31.3 The definition of discrimination and harassment contained within the Manitoba Human Rights Code shall apply.
- 31.4 The definition of discrimination contained within the Manitoba Human Rights Code shall apply as well as: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sexual orientation, gender identity, gender, expression source of income, social condition, place of residence and membership or activity in the union, and physical or mental disability.
- 31.5 "Violence" means the attempted, threatened, or actual conduct of any person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that employees are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment including homophobic and transphobia. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment

bullying or any other behaviour that abuses, devalues or humiliates.

### **ARTICLE 32 - DURATION OF AGREEMENT**

- 32.1 This Agreement shall come into effect on April 1, 2022 and shall remain in effect until March 31, 2025. The Agreement shall remain in effect from year to year thereafter unless notice of termination of the agreement or notice to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 32.2 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other fourteen (14) days prior written notice that negotiations have terminated.
- 32.3 Where no notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under section .OJ of this Article, the parties shall, within twenty (20) working days following the receipt by either party of the specific proposals for revision to the Agreement, commence collective bargaining.
- 32.4 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the start of the pay period following the date of signing.
- 32.5 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **ARTICLE 33 - UNIFORMS**



33.1 Uniforms and Allowances

(a) The Employer will supply uniforms as laid out in the following article, which will be required to be worn by all designated employees. Employees shall be responsible for the maintenance and laundering of the uniforms and shall upon termination, return same to the Employer. Such uniforms will be respectful of gender identity.

(b) All full-time Adoption, Animal Receiving, Animal Protection Officers, all Emergency Responders and Animal Care Attendants shall receive from the employer three (3) new uniforms initially, and shall receive if needed, three additional new uniforms every two (2) years.

All full-time Pet Shop staff shall receive one uniform consisting of one (1) long sleeved WHS branded shirt and two (2) WHS branded T-shirts initially and receive if needed one (1) additional new uniform provided by the Society over a two (2) year period.

(c) Part-time Adoption, Animal Receiving, Animal Protection Officers, and all Emergency Responders, Animal Care Attendants regularly scheduled to work three (3) days or more a week shall receive from the employer two (2) new uniforms initially and, if needed, one (1) new uniform every year.

Part-time Adoption, Animal Receiving, Animal Protection Officers, and all Emergency Responders, Animal Care Attendants regularly scheduled to work less than three (3) days a week shall receive from the employer one (1) new uniform initially and, if needed, one (1) new uniform every two (2) years.

All part-time Pet Shop staff shall receive one uniform consisting of (1) long sleeved WHS branded shirt and one (1) WHS branded T-shirt initially and receive

if needed one (1) additional new uniform provided by the WHS every two (2) years.

For the purposes of (a) and (b) above "new" shall mean either brand new or in excellent condition, though previously used.

- (d) The Employer will provide scrubs to Clinic employees to be worn while working in the Clinic. The Employer shall be responsible for maintenance and laundering for normal wear and tear of the scrubs, which remain on the Employer's premises.
- (e) Maintenance Staff - the Union and the Employer will discuss a uniform for this classification.

#### Footwear

- (f) All full-time drivers, and maintenance workers shall receive an annual footwear allowance of one hundred fifty dollars (\$150), which can be split to purchase more than one pair of boots throughout the year.

All full-time animal care attendants and behaviour counsellors shall receive an annual footwear allowance of fifty dollars (\$50) for the purchase of rubber boots and comfort insoles.

Part-time Animal Care Attendants and behaviour counsellors who are regularly scheduled to work three (3) days per week or more shall receive fifty dollars (\$50) per one and a half (1.5) year period.

Part-time Animal Care Attendants and behaviour counsellors who are regularly scheduled to work less than three (3) days per week, and casual staff in those classifications, shall receive fifty dollars (\$50) every two (2) years.

The Employer will approve training opportunities eligible for reimbursement up to four hundred seventy (\$470) annually to assist the Registered Veterinary Technologists in earning their required fifteen (15) Continuing Education credits per year. Such funding may be rolled over up to one calendar year up to nine hundred forty (\$940).

- 33.04 The employer will provide Animal Protection Officers and Emergency Responders with protective vests if determined eligible. Any costs for associated training, credentials, licenses and equipment shall be born by the employer. Should an employee leave the employer within two (2) years of receiving the protective vest, the employee will reimburse, at a pro-rated value, the costs associated with purchase, licensing, and credentials of the protective vest.

#### **ARTICLE 34 - ASSIGNMENT TO A HIGHER PAID POSITION**

- 34.01 In the event of an employee being assigned substantially all of the duties and responsibilities of a higher rated position, that employee shall be placed at the next highest rate of pay in the assigned position which will result in that employee receiving an increase in pay, for the duration of that assignment.

#### **ARTICLE 35 - SHIFT PREMIUMS**

For any time worked weekdays between 9:00 p.m. and 6:00 a.m., the Employer will pay a shift premium of one dollar and ten cents (\$1.10) per hour.

**ARTICLE 36 - JOB DESCRIPTIONS**

36.01 The Employer agrees to update the job descriptions for all positions during the course of this Collective Agreement. The Employer agrees to set up a Job Evaluation Process to consider requests for reclassifications as they arise.

DATED IN THE CITY OF WINNIPEG THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS**

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DE/ajh/cope 491  
August 16, 2022

**APPENDIX "A"**

**List and Order of Arbitrators**

Blair Graham, Q. C.

Michael D. Werier

Gavin M. Wood

Keith LaBossiere

Karine Pelletier

John Korpesho

## SCHEDULE "A" WAGES

The negotiated raises are as follows, and compensation for any employee shall in no cases be less than the amounts listed below. However, due to increasing inflation and labour market issues, there may be a need to revisit year 2 or year 3 wage increases, either to increase, or front load increases to keep pace with inflation and minimum wage increases. As such, those years' wage grids shall be added to the Collective Agreement no later than January 1 the year prior to implementation.

The grid shall also be updated to reflect minimum wage increases at least thirty (30) days prior to implementation.

Effective	April 1, 2022	2.00%
	April 1, 2023	3.00%
	April 1, 2024	3.00%
	January 1, 2025	0.50%

**THE WINNIPEG HUMANE SOCIETY**  
Union Wage Scale (positions grouped into Units)

**Units/Positions/Yearly Increment Rates**

			Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10
<b>Unit 1</b>	April 1, 2022	2.00%	\$ 12.64	\$ 12.96	\$ 13.28	\$ 13.61	\$ 14.14	\$ 14.72	\$ 15.30	\$ 15.91	\$ 16.23
Clinic Support Assistant	October 1, 2022		\$ 13.50	\$ 13.82	\$ 14.14	\$ 14.47	\$ 15.00	\$ 15.58	\$ 16.16	\$ 16.77	\$ 17.11
Education Clerk (Educ)											
Maintenance Assistant (Shelter)											
Office Clerk											
Shelter Clerk (Shelter)											
Youth & Community Engagement Representative											
<b>Unit 2</b>	April 1, 2022	2.00%	\$ 13.27	\$ 13.79	\$ 14.35	\$ 14.91	\$ 15.51	\$ 16.13	\$ 16.78	\$ 17.44	\$ 17.79
Adoption Counsellor (Adop)	October 1, 2022		\$ 13.87	\$ 14.39	\$ 14.95	\$ 15.51	\$ 16.11	\$ 16.73	\$ 17.38	\$ 18.04	\$ 18.40
Animal Care Attendant (Shelter)											
Education & Volunteer Services Assistant 2											
Client Service Representative (CSR) (Adop)											
Gift Shop Retail Assistant											
Grooming Attendant (Behav)											
SNAP Clerk											
<b>Unit 3</b>	April 1, 2022	2.00%	\$ 13.44	\$ 13.97	\$ 14.54	\$ 15.10	\$ 15.72	\$ 16.35	\$ 17.00	\$ 17.67	\$ 18.02
Animal Care Attendant 2 (Shelter)	October 1, 2022		\$ 14.25	\$ 14.78	\$ 15.35	\$ 15.91	\$ 16.53	\$ 17.16	\$ 17.81	\$ 18.48	\$ 18.85
Animal Advisor (An. Rec.)											
Behaviour Wellness Specialist											
Clinic Assistant Receptionist 2 (Clinic)*											
Telephone Receptionist (An. Rec.)											
Camp Counsellor											

			Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10
<b>Unit 4</b>											
Camp Supervisor	April 1, 2022	2.00%	\$ 14.24	\$ 14.81	\$ 15.40	\$ 16.01	\$ 16.66	\$ 17.33	\$ 18.02	\$ 18.74	\$ 19.11
Clinic Assistant Receptionist 1 (Clinic)	October 1, 2022		\$ 14.64	\$ 15.21	\$ 15.80	\$ 16.41	\$ 17.06	\$ 17.73	\$ 18.42	\$ 19.14	\$ 19.52
Clinic Assistant Surgery 1 (Clinic)											
Donor Relations Co-ordinator (Dev)											
Maintenance/Building Service Worker (Shelter)											
Supervisor, Animal Care (Shelter)											
Volunteer Services Administrator (Vol.)											
<b>Unit 5</b>											
Database Assistant (Dev)	April 1, 2022	2.00%	\$ 14.40	\$ 14.97	\$ 15.57	\$ 16.18	\$ 16.85	\$ 17.51	\$ 18.21	\$ 18.94	\$ 19.32
Foster Clerk (An. Rec.)	October 1, 2022		\$ 15.05	\$ 15.62	\$ 16.22	\$ 16.83	\$ 17.50	\$ 18.16	\$ 18.86	\$ 19.59	\$ 19.98
Satellite Clerk (Adop)											
Supervisor, Adoption (Adop)											
Supervisor, Gift Shop (Retail)											
Supervisor, Behaviour											
Supervisor, Clinic Assistant - Reception											
<b>Unit 6</b>											
Clinic Assistant Surgery 2 (Clinic)	April 1, 2022	2.00%	\$ 14.72	\$ 15.31	\$ 15.92	\$ 16.56	\$ 17.22	\$ 17.91	\$ 18.62	\$ 19.37	\$ 19.76
Communications Co-ord (PR&Comm)	October 1, 2022		\$ 15.46	\$ 16.05	\$ 16.66	\$ 17.30	\$ 17.96	\$ 18.65	\$ 19.36	\$ 20.11	\$ 20.51
Development Officer (Dev)											
Donor Relations Support Clerk											
Event & Data Entry Support											
Event Support Clerk (Dev)											
Supervisor, Animal Foster (An. Rec.)											
Supervisor, Intake (An. Rec.)											
Volunteer Service Coordinator											
Behaviour Counsellor											
<b>Unit 7</b>											
Development Assistant (Dev)	April 1, 2022	2.00%	\$ 15.72	\$ 16.35	\$ 17.00	\$ 17.67	\$ 18.39	\$ 19.12	\$ 19.88	\$ 20.68	\$ 21.09
Animal Welfare Coordinator	October 1, 2022		\$ 15.89	\$ 16.52	\$ 17.17	\$ 17.84	\$ 18.56	\$ 19.29	\$ 20.05	\$ 20.85	\$ 21.26
Community Outreach Liaison											
<b>Unit 8</b>											
Data Base Supervisor (Dev)	April 1, 2022	2.00%	\$ 17.26	\$ 17.95	\$ 18.66	\$ 19.42	\$ 20.19	\$ 21.00	\$ 21.83	\$ 22.71	\$ 23.16
Emergency Responder (IER)											
Emergency Dispatcher (IER)											
Humane Educator (Educ.)											
Outreach Facilitator (formerly Behaviour Programs Coordinator)											
<b>Unit 9</b>											
Event Co-ordinator (Dev)	April 1, 2022	2.00%	\$ 18.70	\$ 19.45	\$ 20.23	\$ 21.04	\$ 21.88	\$ 22.77	\$ 23.67	\$ 24.62	\$ 25.12
Education Program Lead											
<b>Unit 10</b>											
Animal Health Technologist (Clinic)	April 1, 2022	2.00%	\$ 19.24	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.51	\$ 23.39	\$ 24.33	\$ 25.31	\$ 25.81
IER Coordinator											
Animal Protection Officer											
<b>Unit 11</b>											
Animal Health Technologist Supvr. (Clinic)	April 1, 2022	2.00%	\$ 19.94	\$ 20.75	\$ 21.57	\$ 22.44	\$ 23.33	\$ 24.26	\$ 25.25	\$ 26.25	\$ 26.77
Development Officer											
Remote Community RVT											
<b>Unit 12</b>											
Communications Co-ordinator	April 1, 2022	2.00%	\$ 20.58	\$ 21.41	\$ 22.25	\$ 23.14	\$ 24.07	\$ 25.03	\$ 26.05	\$ 27.07	\$ 27.61

Notes:

\* Clinic Assistant Receptionist 2 is currently unfilled and needs to be reassessed

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**  
**AND**  
**THE WINNIPEG HUMANE SOCIETY FOR THE PREVENTION OF CRUELTY TO**  
**ANIMALS**  
**RE: COMPRESSED WORK WEEK**

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1. The LOU on compressed work week may be entered into for any position, upon request of the union or employer, only providing mutual agreement is reached.
2. Once agreed, a position under the compressed work week LOU shall be posted according to Article 14.
3. All articles of the Collective Agreement shall apply, except where altered below:
  - a. Article 10.1 shall not apply.
    - i. The regular hours of work for a compressed work week shall be ten (10) hours per day, on four (4) consecutive days per week totaling forty (40) hours per week
  - b. Article 10.5 shall be amended
    - i. Ten (10) hours or more but less than twelve (12) hours – two (2) fifteen minute, and two (2) thirty minute breaks
  - c. Article 11 shall be read to mean hours in excess of the hours in this letter of understanding.
  - d. Article 21.2 shall be accumulated at 1.25% so that there is one day per month (12 days per year) sick time available.
4. The Employer and employee may mutually agree to a position under the compressed work week on a temporary basis.





5. The Employer retains the right to revert an employee on a compressed work week back to eight (8) hours per day, five (5) days per week with 30 days written notice to the employee.

DATED IN THE CITY OF WINNIPEG THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

  
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**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS**

  
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\_\_\_\_\_

DE/ajh/cope 491  
August 15, 2022

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
AND  
THE WINNIPEG HUMANE SOCIETY FOR THE PREVENTION OF CRUELTY TO  
ANIMALS  
RE: WORK FROM HOME**

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1. The LOU on work from home may be entered into for any position, upon request of the union or employer, only providing mutual agreement is reached.
2. "Working from Home" refers to an alternative work arrangement under which employees primarily perform their duties and responsibilities from their principal residence by electronic or other means, rather than the Employer's offices.
3. The participation in this alternative work arrangement shall be limited to functions which, according to the Employer, can be carried out from home.
4. Employee participation in Working from Home program shall be strictly voluntary, and will require the mutual consent of the employees and the Employer.
5. It is agreed that no change may be made to the job titles of employees because of their participation in the Working from Home arrangement. Participation in the Working from Home program does not equate to a change in the duties or requirements of the classifications.
6. There shall be no change in the present level of remuneration or rate of progression for employees working from home.
7. During the employees' participation in the Working from Home arrangement, all provisions of the Collective Agreement shall continue to apply.


8. The employer has the right to limit, decrease or terminate the number of work-at-home hours and will provide the employee a minimum seven (7) days' notice of any change. However, the Employer will not act unreasonably or in an arbitrary manner and will allow for extenuating circumstances.
9. Working hours for employees working from home shall be established in accordance with the Collective Agreement and Supplemental Agreements.
10. Employees participating in the Working from Home arrangement who are required to attend the Employer's office for meetings or training as requested by the Employer shall be provided with one (1) working days' notice.
11. Should a situation occur that prevents the employee from operating normally (technology interfaces are deficient or not working, etc.) the employee shall be responsible for contacting their supervisor/manager as quickly as possible. The employees shall not incur any loss of wages due to circumstances beyond their control and the employer reserves the right to interrupt the working from home arrangement temporarily and call the employee back to their usual place of work until the situation is resolved.
12. When participating in the Working from Home arrangement, participants shall be considered to be at work in the same way as if they were at the Employer premises, including for Workplace Safety and Insurance Benefits purposes. Participants shall therefore take all reasonable measures to ensure their safety, in accordance with employer policies and practices, and in accordance with the legislative workplace safety and health requirements.
13. If an employee suffers an accident or injury in the course of their participation in the Working from Home arrangement in their home, such accident or injury must be reported to their supervisor, and such accident or injury shall be treated in the same

manner as if it occurred at the Employer premises (i.e. as a workplace accident or injury).



14. Working from Home is voluntary and may be terminated with thirty (30) days written notice by the employee, or union with reasons for the termination forwarded to all parties.

DATED IN THE CITY OF WINNIPEG THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

  
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**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS**

  
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DE/ajh/cope 491  
August 16, 2022