

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2719**

**- AND -**

**REVERA LONG TERM CARE INC.  
(Operating as Maples Personal Care Home Inc.)**

**TERM OF AGREEMENT:**

***MAY 1, 2015 TO APRIL 30, 2019***

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## PREAMBLE

The primary purpose and concern of the Employer is service to the individual resident. The Union recognizes that the Employer is devoted to the care of the aged and infirm and, it is clearly understood that at all times and under all circumstances, the Employer, the Union and the employees shall give first consideration to the welfare of the resident.

## ARTICLE 1 - SCOPE OF RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2719 as the sole bargaining agent for all employees as defined in the Manitoba Labour Board Certification No. MLB 3718 and employed in classifications outlined in Schedule "A" attached to and forming part of this Agreement.
- 1.02 When new classifications are added within the scope of the Manitoba Labour Board Certification No. MLB 3718, the Employer will notify the Union in writing of the title and proposed rate of pay of the new position. Within thirty (30) calendar days of receipt of notice, the Union may enter into negotiations with the Employer in respect of the rate of pay of said new classification. In case of failure to reach agreement on the rate of pay for the new classification, then the matter may be referred to arbitration for a decision.
- 1.03 The Employer and the Union jointly affirm that every employee is entitled to a respectful and safe workplace which is free from discrimination and harassment as defined under the Manitoba *Human Rights Code* and *Workplace Safety and Health Act*.

It is agreed that there shall be no discrimination, restriction, or coercion exercised or practiced by the Employer or the Union with respect to any employee based on:

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

contrary to the Manitoba *Human Rights Code* nor by reason of her or his membership or non-membership in the Union or for participation or non-participation in lawful activities of the Union.

- 1.04 The Employer and the Union agree that no form of harassment as defined under the Manitoba *Human Rights Code* and *Workplace Safety and Health Act* shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving such harassment shall be treated in a confidential manner by both the Employer and the Union.
- 1.05 The Employer recognizes that every employee covered by this Agreement shall have the right to apply for membership in the Union.
- 1.06 It is agreed that there will be no discrimination, interference, restraint or intimidation exercised or practised upon any employee by the Employer or its agents, or by the Union or its agents, because of membership or non-membership in the Union.
- 1.07 Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for instruction or for resolving emergencies or where regular employees are not available.

## **ARTICLE 2 - DURATION**

- 2.01 This Agreement made on the **13<sup>th</sup>** day of **November, 2015** shall take effect **May 1, 2015** and shall remain in force until **April 30, 2019**.

Should either party to this Agreement desire to amend this Agreement or negotiate a new agreement, said party shall give notice to the other party in writing at least thirty (30) days prior to the expiration date of this Agreement. If notice is not given as above, the Agreement shall be renewed without change for a further period of one (1) year.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Except as otherwise specifically provided in this Agreement, the Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Home and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Home to:

- (a) maintain order, discipline and efficiency and in connection therewith; to make alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the bargaining unit;
- (c) determine the direction of working forces, the schedule of operations, the number of shifts, job content, quality and quantity, standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked.
- (d) In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Collective Agreement as a whole.

#### **ARTICLE 4 - UNION DUES**

- 4.01 (a) The Employer shall:
- deduct from the wages of each employee in the unit affected by the Collective Agreement, an amount equal to the current monthly union dues as determined by the Union.
- (b) The said dues shall be deducted from **each pay bi-weekly**. Such dues shall be forwarded to the Union **on the 15<sup>th</sup> of each month**, together with a list of the names of the employees from whom deductions have been made.
- 4.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made. The amount of deduction of union dues will be certified to the Employer over the signature of an authorized officer of the Union.
- 4.03 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction.

**ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union agrees to provide the Employer with a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 5.02 The Employer shall be obliged to recognize only the Union representatives of whom it has been so notified.
- 5.03 The Union acknowledges that Union representatives have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of her immediate supervisor. Such permission will not be unreasonably withheld. No employee who is a Union representative shall lose any wages or benefits for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article 7 hereof and while attending Labour Management meetings.
- 5.04 The Employer agrees that the Union may use the notice board in the Staff Lounge to post thereon notices relating to Union matters. No notice will be posted without the prior written consent of the Executive Director or his designate, which consent shall not be unreasonably withheld.
- 5.05 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where he has received the permission of the Executive Director or his delegated representative. Such permission will not be unreasonably withheld.
- 5.06 No employee or Union official will solicit membership in the Union or engage in any Union business or activity on Employer time during her working hours or during the working hours of any employee.
- 5.07 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be two (2) employees.

In addition a third employee may attend as a representative in which case CUPE Local 2719 will reimburse the Employer for the wages and the cost of benefits for the third employee, if present, upon receipt of an invoice from the Employer.

In no case shall there be more than two (2) employees absent on such leave from the **Dietary or Recreation departments**.

- 5.08 The Employer agrees to provide the President of the Union with copies of all postings as well as notice as to who has been awarded positions and any notices of terminations.

## ARTICLE 6 - DEFINITIONS

- 6.01 The word "employee" shall mean a person covered by this Agreement.
- 6.02 The words "full-time employee" shall mean a person covered by this Agreement who regularly and recurrently works the full prescribed biweekly hours, exclusive of overtime.
- 6.03 The words "part-time employee" shall mean a person who, on a regular and recurring basis, works less than the full prescribed biweekly hours, exclusive of overtime.
- 6.04 A casual employee means an employee who is called to work on a "call in" basis, but who does not work a regular schedule. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual employee cannot unreasonably or consistently refuse to work shifts. Subsequent to submitting their availability, a casual employee who does not accept or is not available for shifts for a period of three (3) consecutive months shall be deemed to have voluntarily terminated their employment.

The terms of this Agreement do not apply to the casual employees, except as specified hereinafter:

- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of hours worked in a biweekly pay period.
- (b) Casual employees are paid a salary that is not less than the start rate for the level in which they are employed.
- (c) Casual employees will be entitled to compensation for overtime worked at the rate of one and one-half (1½) times their basic rate of pay for all hours worked in excess of eight (8) hours in a day.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked.
- (e) The Employer agrees to deduct Union dues in an amount specified by the Union **from each paycheque on a bi-weekly basis**. Such dues shall be forwarded to the Union **on the 15<sup>th</sup> of each month**, together with a list of the names of the casual employees from whom deductions have been

made. In the event that no payment is made during that pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (f) Casual employees shall be allowed to apply for posted vacancies and shall be given preference for vacancies after full-time and part-time employees and term or temporary employees, subject to the casual employee being qualified, competent and willing to perform the required work. This clause must be exercised fairly and without discrimination.

6.05 The word "student" shall mean a person hired specifically to work the 4:00 to 7:00 p.m. shift in the Food Service Department. The terms of this Agreement shall not apply to such student employees.

6.06 A "term employee" is one who is hired for a specific time period or until completion of a particular project for a maximum duration of fifty-four (54) weeks. This period may be extended if the Employer so requests and the Union agrees. No term employee shall be laid off or re-employed for the purpose of extending the period of term employment. **Both parties agree that a term employee who is successful in a job posting will not be allowed to post for another term position until she has completed her current term posting. It is understood that an employee in a part-time term position may apply for a full-time term position.** If a term employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position. Terms of this Agreement do not apply to term or temporary employees, except as follows:

- (a) Such employee will receive vacation pay at the rate of four percent (4%) of hours worked in a biweekly pay period.
- (b) Such employees will be paid as per Schedule "A" of the Collective Agreement.
- (c) Such employees will be entitled to compensation for overtime worked as per Article 12 - Overtime.
- (d) Union dues will be deducted as per Article 6.04 (e).
- (e) A term or temporary employee will be entitled to bank General Holidays according to the terms of Article 26 - Banking of Statutory Holidays and Article 14.07.
- (f) A term or temporary employee shall accumulate seniority as per Article 23 for the purposes of applying for a vacant position only. A term or temporary employee shall be allowed to apply for posted vacancies and shall be given preference over junior employees subject to the term or

temporary employee being qualified, competent and willing to perform the required work. This clause must be exercised fairly and without discrimination. Such seniority rights cannot be exercised over permanent employees on staff at the date of the temporary or term employee's hiring.

- (g) A term or temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- (h) Should a term or temporary employee become permanent without a break in service, seniority will be retroactive to the last date of hire as term or temporary employee.

6.07 A "probationary employee" is one who has not completed the equivalent of five hundred and twenty (520) hours of employment, and during that period, the Employer may in its sole and exclusive discretion dismiss, suspend, discipline or demote such employee and such dismissal, suspension, discipline or demotion shall be deemed to be for just cause and therefore shall not be subject to a grievance and/or arbitration.

6.08 "Biweekly period" shall mean two (2) calendar weeks constituting a pay period.

6.09 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 For the purpose of this Agreement, a grievance shall hereafter mean any dispute regarding the interpretation, application or alleged violation of this Agreement.

7.02 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the controversy may have been settled between the representatives of the Employer and the Union.

### **Discussion Stage**

Within **ten (10)** days of the occurrence of the grievance, the employee **and/or Union** shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) calendar days of return.

If the matter is not settled within five (5) days from when it was first raised with the employee's immediate supervisor, the Union may within the ensuing seven (7) days, proceed with the grievance by referring the matter, in writing, to the Executive Director or designate at Step One.

7.04 Step One

The Executive Director or designate shall respond in writing within ten (10) days from the time the grievance was submitted. Failing resolution, the Union may refer the matter to the Provincial Director or designate within seven (7) days from the response of the Executive Director or designate, or failing a response within seven (7) days from the time at which the response was due.

7.05 Step Two

The Provincial Director or designate shall respond in writing within ten (10) days from receipt of the grievance. Failing resolution, the Union may refer the matter to arbitration, as provided in Article 8, within seven (7) days from the response from the Provincial Director or designate, or failing a response from the time at which the response was due.

7.06 A grievance by the Employer shall commence by notice to the Union within five (5) days of the occurrence or the time the occurrence ought to be known.

Such submission shall be deemed to be at Step Two. The Union shall respond within ten (10) days from receipt of submission.

7.07 The word "days" as used in Articles 7 and 8 shall mean working days, other than Saturdays and Sundays or a statutory holiday as referred to in Article 14.

7.08 The foregoing time limits may be extended by written mutual consent of the Union and the Employer.

7.09 Failure to comply with any time limits specified herein may result in the grievance being deemed settled without further recourse.

7.10 An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.

7.11 When a grievance is submitted in writing by either the Employer or the Union, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the **Articles** said to be violated and the remedies sought.

## **ARTICLE 8 - ARBITRATION PROCEDURE**

- 8.01 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 7, the matter may then be referred to arbitration as hereinafter set forth.
- 8.02 The party referring the matter to arbitration shall at the same time notify the other party of its nominee to an Arbitration Board (hereinafter called the "Board"). The other party to the dispute shall name its nominee within seven (7) days. The two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be chairperson.
- Notwithstanding the foregoing, within ten (10) days from the time that the matter is referred to arbitration as defined above, the parties may mutually agree to proceed with a single arbitrator. If the parties agree to proceed by way of a sole arbitrator, the sole arbitrator shall have all of the powers of a tripartite board.
- 8.03 If either party fails to name its nominee to the Board, or if the nominees cannot agree on a chairman, the Minister of Labour shall be requested to make the necessary appointment(s).
- 8.04 It is mutually agreed by both parties to this Agreement that the majority decision of the Board shall be final and binding upon the Employer, the Union and the grievant(s).
- 8.05 The arbitrator or the Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to alter, enlarge, modify or amend the provisions of the Agreement nor deal with any matter not covered by this Agreement.
- 8.06 Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except that the cost of the Chairperson of the Board shall be shared equally by the Employer and the Union.
- 8.07 Nothing in this Agreement shall preclude settlement of any grievance by mutual agreement of the parties to this Agreement in any manner whatsoever or voluntary extension of stipulated time limits.

## **ARTICLE 9 - CONTINUANCE OF OPERATIONS**

- 9.01 It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 7 hereof.

- 9.02 It is further agreed that the Union shall not cause sanction or consent to any strikes, stoppages of work or slowdowns **during the term of this Agreement.**
- 9.03 The Employer shall not lockout any of its employees while this Agreement is in force.
- 9.04 The Union agrees to give the Employer at least three (3) business days' written notice as to the intended date and time of strike action. The Employer agrees to give the Union at least the three (3) business days' written notice as to the intended time and date of lockout.

For the purposes of this clause only, a business day shall exclude Saturdays, Sundays and general holidays as referred to in Article 14.

### **ARTICLE 10 - UNIFORMS**

- 10.01 Every employee who is required by the Employer to wear a uniform shall receive **eight cents (.08¢)** per hour for all regular hours worked for the purchase and maintenance of said uniforms.

### **ARTICLE 11 - HOURS OF WORK**

- 11.01 This article defines the regular hours of work for full-time employees and is not to be read nor construed as a guarantee of work per day or per week or a guarantee of days of work per week.

Regular hours of work for all full-time employees will be eight (8) hours a day, which shall constitute a work day including rest periods and a portion of the meal periods as noted below:

- (a) eight (8) consecutive hours per day including fifteen (15) minute paid meal period and excluding fifteen (15) minute unpaid meal period, and
  - (b) an average of eighty (80) hours per biweekly period.
- 11.02 Regular hours of work shall be deemed to:
- (a) include a rest period of fifteen (15) minutes away from the work station, to be scheduled by the Employer, during each continuous three (3) hour period of duty, and
  - (b) include a fifteen (15) minute paid meal period and exclude a fifteen (15) minute meal period to be scheduled by the Employer during each regular work day.

- 11.03 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer.
- 11.04 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at her regular rate of pay.
- 11.05 The shift commencing at or about midnight shall be considered the first shift of each working day.
- 11.06 Shift schedules for a period of not less than four (4) weeks shall be posted at least two (2) weeks before the beginning of the scheduled period. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.
- 11.07 Any exchange of shifts between employees requires the Employer's approval and shall not result in any additional cost to the Employer.
- Requests for interchanges in posted shift shall be submitted in writing. Such requests for interchanges shall be co-signed by the employee willing to exchange shifts with the applicant and must be approved in advance by the Employer. It is understood that the application of this clause will not have additional cost implications for the Employer.
- 11.08 As far as possible, days off shall be planned in such a way as to **be consecutive and** equally distribute weekends. The Employer shall schedule a minimum of one (1) weekend off in every three (3) for all regular full-time employees, however, the Employer will endeavour to provide every second weekend off for these employees. A weekend constitutes Saturday and Sunday.
- 11.09 Every employee shall have a minimum of fifteen and one-half (15½) hours between shifts, unless otherwise agreed to between the employee and the Employer.
- 11.10 Any employee required to work a majority of their shift between 1600 hours and midnight shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked.
- 11.11 Any employee required to work a majority of their shift between midnight and 0800 hours shall receive a shift premium of one dollar and **ninety cents (\$1.90)** per hour, **effective January 1, 2017**, for all hours worked.
- 11.12 Any employee required to work a majority of their shift between 0001 Saturday and midnight the Sunday next shall receive a shift premium of one dollar and **fifty cents (\$1.50)** an hour, **effective January 1, 2017**, for all hours worked. This amount is in addition to the premiums outlined in Article 11.10 and 11.11.

11.13 Overtime rates shall not be applied to the shift premiums as outlined in 11.10, 11.11 and 11.12.

**11.14 For shifts worked when time switches from central standard to daylight savings; and vice versa, the following shall apply:**

- (a) **An employee shall be paid for the actual hours worked to a maximum of eight (8) hours at their basic rate of pay including applicable premiums.**
- (b) **Where the total number of hours worked exceeds eight (8) hours, overtime shall be paid for those hours worked in excess of eight (8) hours.**

## **ARTICLE 12 - OVERTIME**

12.01 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 11.

12.02 Employees shall receive one and one-half (1½) times their regular rate of pay for the first three (3) hours of authorized overtime and two (2) times their regular rate of pay, for authorized overtime beyond the first three (3) hours of such overtime in any one (1) day as specified under Article 12.01.

12.03 In any emergency or disaster which imposes an unusual threat to the safety or well-being of residents, employees are required to perform duties as assigned notwithstanding any contrary provision in the Agreement.

Compensation during the emergency shall be as follows:

- (a) one and one-half (1½) times the employee's regular rate of pay for the first four (4) hours of overtime worked in any one (1) day;
- (b) two (2) times the employee's regular rate of pay for any others thereafter worked in any one (1) day; and the Employer shall provide meals.

12.04 Overtime hours authorized and worked on recognized paid holidays as provided for in Article 14.01 shall be paid at the rate of two (2) times the regular rate of pay.

12.05 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates.

- 12.06 Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work and put forward their names on the overtime availability form. No employee shall be required to work overtime against her wishes, unless required for the safe operation of the Home. Employees must put their names forward, in writing, a minimum of two (2) weeks prior to the schedule **being posted as per Article 11.06.**
- 12.07 An employee required to work overtime for a period in excess of three (3) hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of **seven dollars (\$7.00)** will be made in lieu.

### ARTICLE 13 - ANNUAL VACATION

- 13.01 The vacation year shall be from the 1<sup>st</sup> day of May in one year to the 30<sup>th</sup> day of April the next year.
- 13.02 Employees who have been in the service of the Employer less than one (1) year as of April 30 will be granted a vacation with pay on the basis of one (1) working day, at her regular rate of pay, for each month, to a maximum of ten (10) working days.
- 13.03 An employee who has completed one (1) year of continuous service as at April 30<sup>th</sup> shall be granted **ten (10) working days'** vacation at her regular rate of pay.
- An employee who has completed two (2) years of continuous service as at April 30<sup>th</sup> shall be granted **fifteen (15) working days'** vacation at her regular rate of pay.
- An employee who has completed five (5) years of continuous service as at April 30<sup>th</sup> shall be granted **twenty (20) working days'** vacation at her regular rate of pay.
- An employee who has completed twelve (12) years of continuous service as at April 30<sup>th</sup> shall be granted **twenty-five (25) working days'** vacation at her regular rate of pay.
- An employee who has completed twenty-two (22) years of continuous service as at April 30<sup>th</sup> shall be granted **thirty (30) working days'** vacation at her regular rate of pay.

**13.04**      **Vacation pay shall be calculated at the following percentage rates of basic pay (excluding overtime) earned during the period in which the vacation was accrued:**

<b>Ten (10) days</b>	<b>Four percent (4%) of basic pay</b>
<b>Fifteen (15) days</b>	<b>Six percent (6%) of basic pay</b>
<b>Twenty (20) days</b>	<b>Eight percent (8%) of basic pay</b>
<b>Twenty-five (25) days</b>	<b>Ten percent (10%) of basic pay</b>
<b>Thirty (30) days</b>	<b>Twelve percent (12%) of basic pay</b>

**13.05**      **Vacation Pay**

**Full-time employees' vacation pay shall be at the rate of pay in effect at the time of vacation.**

**For part-time employees who have picked up shifts in the preceding vacation year, their vacation entitlement may be paid at a rate of pay that is greater than the rate of pay in effect at the time of vacation.**

**Examples:**

**Part-time employee assigned as a 0.4 EFT  
Vacation Entitlement - Four (4) weeks  
Eight (8) paid days over four (4) week vacation entitlement  
Days paid at \$15/hour**

**Employee works the equivalent of a 0.8 EFT in the preceding vacation year  
Vacation entitlement - Four (4) weeks  
Eight (8) paid days over four (4) week vacation entitlement  
Days paid at \$30/hour**

**Working at double the EFT does not result in twice the number of weeks of vacation entitlement nor twice the number of paid days, but rather twice the pay over the same number of days and weeks of entitlement.**

**A part-time employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement. Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time. For greater clarity, actual vacation entitlement will be based on years of service. Accumulated hours shall only govern the amount of vacation pay for the current vacation year.**

**13.06**      **Part-time employees are entitled to paid vacation on the same basis, except that their vacation pay will be calculated as a percentage of regular hours worked.**

- 13.07 Employees shall be entitled to take their vacation in an unbroken period between January 10 to June 15 and September 10 to December 20 of each vacation year. During the months of July and August in any year, an employee entitled to over four (4) weeks' vacation may take a maximum of three (3) weeks' vacation. Vacation shall not normally be granted between December 20 to the following January 10. However, employees may request this time and such time will be granted on an operational basis.
- 13.08 Subject to 13.05, an employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 13.09 The Employer will post a vacation entitlement list not later than January 31. Employees shall indicate their preference by March 15.
- An employee who fails to indicate her choice of vacation by March 15 shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- Vacation requests will be reviewed by management and will be awarded on a rotating basis. The Employer further agrees that where more than one (1) employee applies for the same period of vacation, the vacation will be awarded to the most senior employee on a rotating basis.
- 13.10 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

#### **ARTICLE 14 - GENERAL HOLIDAYS**

- 14.01 The following shall be recognized as general paid holidays for the purpose of this Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Louis Riel Day

If another federal or provincial holiday is proclaimed by the authorities during the term of this Agreement, such additional proclaimed holiday will replace "Easter

Monday” or “Boxing Day”. The intent is that there will be no more than twelve (12) holidays per calendar year for the duration of this Agreement.

- 14.02 An employee required to work on any of the general holidays referred to in 14.01 shall be paid at the rate of time and one-half (1½) her regular rate of pay for all hours worked, and, in addition, she shall receive equal time off at her regular rate of pay.
- 14.03 If a general holiday falls on an employee's regular day off, she must take the holiday in the thirty (30) day period following or preceding the holiday. Such a holiday may be paid for on a straight time basis if mutually agreed to between the Employer and the employee concerned. Failure to reach agreement between the Employer and the employee will result in the employee being paid.
- 14.04 If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from the income protection credits.
- 14.05 If a paid holiday falls during an employee's vacation, she shall be allowed an additional day's paid vacation. Such a holiday may be paid for on a straight time basis if mutually agreed to between the Employer and the employee concerned.
- 14.06 Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.
- 14.07 In case of emergency an employee may utilize banked General Holidays without fourteen (14) days' prior notice subject to availability of replacement staff and approval by management. It is understood that the application of this clause will not have additional cost implications for the Employer. **Such requests will not be unreasonably denied.**
- 14.08 **Full-time employee(s) shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employees' future use at a time mutually agreed to between the employee and Employer.**

#### **ARTICLE 15 - INCOME PROTECTION IN CASE OF ILLNESS**

- 15.01 An employee shall be entitled to payment of her regular salary during absence from work due to illness or injury sustained by her, to the extent that she has accumulated income protection credits, as specified in Articles **15.03** to 15.07 inclusive.
- 15.02 An employee must complete an "Excusable Absence Form" when submitting a claim for income protection benefits. An employee who is unable to attend

scheduled work due to illness must give the following period of notice to her immediate supervisor prior to the starting time of her shift:

Day Shift:	must phone at least 1½ hours prior
Evening Shift:	must phone at least 3 hours prior
Night Shift:	must phone at least 3 hours prior

The Employer agrees to apply the above time limits in a just and reasonable manner.

15.03 All employees shall accumulate income protection at the rate of one and one-quarter (1¼) days for each month of service and the number of days of income protection which may be accumulated at any time will not exceed one hundred and twenty (120) working days. (A full month of service shall mean 173.3 hours.)

15.04 No employee shall be permitted to utilize income protection benefits during her probationary period.

15.05 The Employer reserves the right to require a medical examination by a qualified medical practitioner, chiropractor or a medical certificate or report on the form prescribed by the Employer as proof of the validity of any claim for income protection and may result in a refusal of permission for the employee to resume her duties. The Employer agrees not to use this clause in an unfair and discriminatory manner.

**An employee who has been away from work because of sickness or accident may, at the discretion of the Employer, be required to produce a medical report from a duly qualified medical practitioner attesting to his physical ability to perform his normal duties before being permitted to resume work. The Employer shall pay the full cost of any such medical examination and report requested.**

15.06 An Employee may utilize up to five (5) days of income protection per calendar year due to illness of a spouse, or child or parent. The Employer reserves the right to require medical certificate of proof of validity of this claim for income protection.

**15.07 MPI Advance**

- (a) **In the event an employee is absent from duty because of non-occupational personal injury in respect of which wage loss benefits may be payable to the employee by the Manitoba Public Insurance (MPI), the liability of the Employer to issue sick leave benefits for lost wages shall rank second after the primary insurer, MPI. Notwithstanding such liability, the Employer shall pay the employee**

such sick leave pay as would otherwise be payable under this Collective Agreement. To the extent that the employee recovers monies from MPI as compensation for lost wages, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated. The onus is on the employee to keep the Employer informed of the MPI claims adjudication process and their decision.

- (b) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount advanced, or by repayment to the Employer immediately upon receipt of MPI payments.
- (c) In the event MPI disallows the claim, including exhausting any appeals, the employee shall be paid for the absence in accordance with the income protection provisions of the Agreement and the Employer shall recover the total of advance by payroll deductions.
- (d) An employee who is absent from employment which is covered by LTD, WCB or MPI and for whom the said absence will extend beyond the time scheduled for the employee's vacation, may request that the vacation be cancelled and the Employer shall do so. The Employer and the employee will either endeavour to agree to another time for the vacation to be scheduled during the vacation year and following the employee's return to work, at a time consistent with the necessities of the operation of the Home, or failing such agreement, the Employer will at its discretion schedule the vacation or pay out the vacation.

#### **ARTICLE 16 - LEAVES OF ABSENCE**

- 16.01 Except as otherwise expressly provided herein, leave of absence with or without pay will be granted at the sole discretion of the Employer. Such request shall not be unreasonably denied.
- 16.02 Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least fifteen (15) days in advance, specifying the reason for the leave and the proposed dates of departure and return.
- 16.03 Unless the Employer makes a specific commitment as to the conditions under which an employee who is granted leave of absence in excess of four (4) calendar weeks, she will be employed upon her return in her former classification at the same salary level.

16.04

Maternity/Parental Leave

- (a) A female employee who is the natural mother of the child shall be entitled to receive maternity leave of a seventeen (17) continuous weeks, without pay, subject to the following conditions:
- (i) An employee must have completed seven (7) consecutive months of employment as of the date of leave unless otherwise agreed to by the Employer; and
  - (ii) The employee must provide written notice of not less than four (4) weeks prior to the intended date the leave is going to commence indicating the time of the leave. Less notice can be provided if there is an urgent medical reason for doing so.
- (b) An employee may end her maternity leave earlier than seventeen (17) weeks after the commencement date provided she provides at least two (2) weeks' written notice prior to the date she elects to return to work.
- (c) An employee who adopts a child under the laws of the Province of Manitoba or becomes the natural parent of a child is entitled to parental leave of thirty seven (37) continuous weeks provided they meet the criteria of 16.04 (a) (i) and (ii).
- (i) If an employee provides less than four (4) weeks' notice required under 16.04 (a) (ii) then the thirty-seven (37) weeks' entitlement will be reduced by the number of days the notice is less than four (4) weeks; and
  - (ii) In the case of adoptive leave an employee who submits a written request for such leave will be allowed to commence their leave with at least one (1) days' notice provided the written request is made when adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings. This clause in no way restricts an employee's right to thirty-seven (37) weeks entitlement provided they meet the criteria outlined in 16.04 (a) (i) and (ii).
- An employee may end their parental leave earlier than the thirty-seven (37) weeks outlined in this article provided they provide two (2) weeks written notice prior to the date they elect to return to work.
- (d) If an employee wishes to resume employment after maternity leave or parental leave the Employer shall, where possible, reinstate the employee to the position occupied when the leave began or a comparable position

with not less than the wages and any other benefit earned by the employee immediately before the leave began.

16.05 Failure to return to duty as scheduled following a leave of absence may be deemed to constitute a voluntary resignation unless satisfactory reason, in the judgement of the Employer, is given.

16.06 Upon request, a leave of absence with pay of up to four (4) working days, including the day after the funeral, shall be granted to full-time or part-time employees in the event of the death of her spouse, child, parent, grandparent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, fiancée, grandchild, common-law spouse and same sex partner. One (1) day's leave will be granted in the event of the death of an aunt, uncle, former legal guardian.

The employee shall be paid for shifts during the leave which the employee would otherwise have worked.

The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore **other** leaves of absence **under Article 16**, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.

Necessary time off of an employee's regular scheduled shift up to eight (8) hours per day with pay will be granted an employee to attend a funeral as a pallbearer or mourner. **Such requests must be submitted in writing the day before the funeral. Approval of such leave shall be at the sole discretion of the Executive Director.**

Where a funeral is out of the province or country additional leave without pay may be granted for the purpose of travelling time. Such leave shall not be unreasonably withheld.

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

16.07 An employee required to serve as a juror or witness in any court of law shall receive leave of absence at her regular rate of pay provided the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to serve as a juror or witness;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer any payment received except reimbursement of expenses.

16.08 Employees elected or appointed to do Union work may be granted reasonable leave of absence without pay for such purpose, providing arrangements can be made to replace such employee at no extra cost to the Employer. An employee elected or selected to a full-time office with the Canadian Union of Public Employees may be granted leave of absence without loss of salary or benefits for a period of up to one (1) year. Such leave may be renewed each year, on request, during her/his term of office. It is understood that the Canadian Union of Public Employees will reimburse the Employer for the total recovery of payroll and related costs.

16.09 When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

16.10 With the exception of bereavement, jury duty, compassionate care leave, union and parental leave of absence, a leave of absence will not be granted between June 15<sup>th</sup> and September 15<sup>th</sup>, nor between December 15<sup>th</sup> and January 15<sup>th</sup>.

In cases of emergency, leave of absence may be granted without fourteen (14) days' prior notice and will be subject to the availability of replacement staff.

16.11 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

16.12 The Employer may grant an employee up to fifteen (15) months unpaid leave of absence to upgrade her educational requirements for employment related to the Home. The granting of such leave will not be unreasonably denied.

16.13 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided 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:
    - (A) The day the certificate is issued, or
    - (B) 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 (1) or more family members.
- The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
- (i) a spouse or common-law partner of the employee. Where "common-law partner" of an employee means a person who, not being married to the employee, is cohabitating with him or her in conjugal relationship or some permanence.
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the Manitoba *Employment Standards Code*.
- (f) Unless the employee and Employer otherwise mutually agree, an employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.

- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 16.06.
- (i) In the event of conflict with the *Employment Standards Code and Regulations* thereunder and this section, the *Employment Standards Code and Regulations* thereunder shall prevail.

#### **ARTICLE 17 - TERMINATION OF EMPLOYMENT**

- 17.01 An employee may terminate his employment by giving to his Employer a written notice of two (2) calendar weeks prior to the date of termination.
- 17.02 Employment may be terminated with lesser notice:
  - (a) by mutual agreement between the Employer and the employee, or
  - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
  - (c) in the event an employee is dismissed for just cause.

#### **ARTICLE 18 - SALARIES AND INCREMENTS**

- 18.01 The wages payable to any employee in her respective classification shall be those set forth in the Wage Schedule hereto appended.
- 18.02 Individual merit increases as outlined in Wage Schedule "A" shall be implemented at the commencement of the next pay period following the employee's increment date, provided the employee has in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, performed satisfactorily in her job in the preceding year. The Employer may, for just cause, withhold an increment for a maximum of one (1) month.
- 18.03 Part-time employees shall be entitled to increments and benefits of this contract on the basis of their completing 1,560 hours of work or fifteen (15) months, whichever comes later.
- 18.04 A **Health Care Aide** (untrained) or **Recreation Facilitator** (untrained) shall progress to the Aide II classification at the same increment level upon the successful completion of an approved course or at the end of three years of full service as a **Health Care Aide (untrained)** or **Recreation Facilitator (untrained)**.

- 18.05 Pay errors of less than one (1) days' pay shall be paid on the next pay period. In the event a pay error of one (1) or more than one (1) days' pay is reported to the Employer by 3:00 p.m. on a business day (excluding Saturday, Sunday, statutory and paid holidays), a cheque shall be provided to the employee by the end of the next business day.

### **ARTICLE 19 - POSTING AND VACANCIES**

- 19.01 The Employer agrees to post notices of vacant or new positions covered by this Agreement which it intends to fill for at least seven (7) full calendar days to enable employees to make written application for the new position or vacancy. This Article shall not preclude the Employer from advertising outside the premises. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of posting.
- 19.02 Senior employees shall be given preference in connection with new positions, vacancies, promotions, layoffs and recalls following layoffs provided, in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, his/her qualifications and performance meet the requirements of the job.
- 19.03 **Within this period the employee may be returned by the Employer, or voluntarily by the employee to the position formerly occupied without loss of seniority.**
- 19.04 An employee who is promoted shall be allowed thirty (30) working days' trial period during which time the Employer shall determine the employee's suitability for the position. Within this period the employee may be returned by the Employer to the position formerly occupied without loss of seniority.
- 19.05 Within seven (7) days of the date of appointment to a posted vacant position, the name of the successful applicant for any position which falls within the scope of this Agreement shall be posted on the bulletin board and a copy will be sent to the President of the Local.

### **ARTICLE 20 - EMPLOYEE EVALUATION**

- 20.01 Every employee shall receive a copy of each written performance appraisal of her work performance. She shall retain the right to have the assistance of the Union representative in any dispute relative to work performance, including the grievance and arbitration procedures of this Agreement. The employee will sign the written performance appraisal as an acknowledgement that she has reviewed the evaluation. The performance appraisal is not disciplinary.

**ARTICLE 21 - LAYOFF AND RECALL**

- 21.01 When a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority subject only to more senior employees being qualified, competent and willing to perform the required work.
- 21.02 Notice of intention of layoff and/or reduction of hours, or equivalent pay thereof shall be given by personal service or by registered mail to the employee(s) concerned and a copy of the notice forwarded to the union.
- Notice shall be as follows:
- (a) layoffs of six (6) weeks or less - two (2) weeks' notice;
- (b) layoffs of longer than six (6) weeks - four (4) weeks' notice.
- 21.03 An employee who is on layoff shall not be entitled to notice of layoff when he/she comes back to work on an incidental basis.
- 21.04 No layoff of full-time or part-time employees shall occur when casual employees are being employed, unless no full-time or part-time employees on staff are qualified, competent and willing to fill the positions in question.
- 21.05 Additional available shifts shall be offered to an employee on layoff before part-time and casual employees, provided he/she is qualified, competent and willing to perform the required work, the available shifts accepted by the employee on layoff may equal the employee's regular E.F.T. commitment.
- 21.06 No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 21.07 Employees shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for seven (7) calendar days' notice to report back to work.
- 21.08 The employees affected will contact the immediate Supervisor outside the bargaining group by telephone followed by written notice not later than three (3) days before the date on which they are due to return to work. Failure to notify as above shall result in the employee being placed last on the recall list.
- 21.09 An employee being placed last on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without valid reason shall have his/her employment terminated.

- 21.10 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise his/her seniority rights, subject to his/her ability, performance and qualifications, to displace an employee in a position of equal or lower classification. Any employee thus displaced shall also be entitled to exercise his/her seniority rights.
- 21.11 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any employees are on layoff.
- 21.12 Accumulated vacation entitlement shall be paid out at the time of layoff.
- 21.13 In no case shall an employee on layoff be recalled to a higher classification.

## **ARTICLE 22 - HEALTH CARE BENEFITS**

### 22.01 Dental Care

**Full and part-time employees are eligible to participate in the Manulife Dental Plan, Policy #85777, upon completion of probation, provided enrolment is completed within thirty-one (31) days of becoming eligible.**

### 22.02 LTD Care

**The parties agree to transition the Long Term Disability (LTD) Plan from Healthcare Employees Benefit Plans to the Employer's contract provider for Long Term Disability benefits.**

**Participation in the LTD plan is mandatory. Permanent full time and part time employees regularly scheduled 30 hours or more bi-weekly shall be eligible upon completion of the probationary period.**

**Employees will have a deduction of one percent (1%) of gross earnings from each bi-weekly pay cheque. The Employer will pay the balance of the LTD premiums as established by the insurance carrier.**

### 22.03 Health Care

**Full and part time employees are eligible to participate in the Manulife Extended Health Care Plan, Policy #85776, upon completion of probation, provided enrolment is completed within thirty-one (31) days of becoming eligible.**

- 100% employee paid premiums as follows:

- Vision care (including eye exams) once every twenty-four (24) months to a maximum of **\$250**
- Chiropractor, massage therapist - \$350 per practitioner per calendar year
- Drug card for prescriptions will be provided

22.04 Where the benefit plans are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

The Employer shall make available to eligible employees brochures outlining the above plans.

**22.05 Life Insurance**

**The Employer agrees to pay one hundred percent (100%) of the cost of a group life insurance policy for all employees in the amount of thirty thousand dollars (\$30,000).**

**ARTICLE 23 - SENIORITY**

23.01 Seniority shall be defined as the length of an employee's accumulated hours of service calculated from the date the employee last entered the service of the Employer. In the event of a promotion, demotion, transfer, layoff, reduction of hours, and recall, seniority shall be the determining factor, provided that his/her qualifications and performance meet the requirement of the position.

23.02 Seniority will terminate and the employment relationship shall be deemed to be severed if an employee:

- (a) resigns;
- (b) is discharged and not reinstated under the grievance or arbitration procedure;
- (c) is laid off more than **twelve (12)** consecutive months;
- (d) fails to report for duty when instructed to do so;
- (e) fails to report for work as scheduled at the end of a leave of absence, vacation, suspension or layoff without an explanation satisfactory to the Employer;

- (f) is absent from work without a written and/or approved leave of absence from the Employer for more than three (3) calendar days unless a reasonable explanation can be provided by the employee;
- (g) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.

23.03 Seniority will continue to accrue if an employee is:

- (a) on any period of paid leave;
- (b) on maternity, adoption or parental leave in accordance with Article 16.04. Such accumulation will be based on regular scheduled hours (EFT) at the time the leave commences;
- (c) on any period of approved unpaid leave of absence up to four (4) consecutive weeks.

23.04 Seniority will be retained but will not accrue if an employee:

- (a) is on any unpaid leave of absence in excess of four (4) weeks;
- (b) is absent after two (2) years when in receipt of Workers' Compensation but no Employer paid income protection;
- (c) is laid off for less than ten (10) months;
- (d) is filling a temporary vacancy of a person outside of the bargaining unit up to fifty-four (54) weeks.

23.05 The Employer shall furnish to the Union in April and October of each year a seniority list showing the name and the date of hire of all employees coming under the terms of this Agreement.

#### **ARTICLE 24 - MAILING ADDRESSES**

24.01 Whenever written correspondence is exchanged between the parties to this Agreement, the following addresses will be deemed correct:

Employer:                   Revera Long Term Care Inc.  
                                  Operating as Maples Personal Care Home Inc.  
                                  500 Mandalay Drive  
                                  Winnipeg, Manitoba  
                                  R2P 1V4  
                                  Phone: 632-8570

Union: Canadian Union of Public Employees  
 703 - 275 Broadway  
 Winnipeg, Manitoba  
 R3C 4M6  
 Phone: 942-0343

Both parties agreed to inform the other party in writing in the event of any change in the above.

#### **ARTICLE 25 - DISCIPLINE AND ACCESS TO PERSONNEL FILE**

- 25.01 An employee who is disciplined shall be advised promptly in writing, of reason for his/her discipline, with a copy being sent to the union representative.
- 25.02 In all circumstances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if he/she so desires.
- 25.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and reasons by Registered Mail or personal service.
- 25.04
- (a) Upon written request, an employee shall be given the opportunity to examine any document which is placed in his/her personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against his/her, and his/her reply to any such document shall also be placed in his/her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of his/her file at his/her own expense.
  - (b) An employee accompanied by a Union representative if he/she so elects, may examine his/her personnel file on request. He/she shall have recourse to the grievance procedure to dispute any derogatory entry in his/her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
  - (c) There shall be one (1) personnel file maintained by the Employer for each employee.

**ARTICLE 26 - SUBCONTRACTING OUT**

26.01 The Employer agrees not to contract out bargaining unit work performed by members of the bargaining unit where such contracting out results directly in the permanent layoff from this bargaining unit of full-time and part-time employees, other than temporary or casual employees.

**ARTICLE 27 - TERM POSITIONS**

27.01 Part-time employees shall be allowed to apply for term positions if the request does not interfere with regular scheduling and if the candidate meets the qualifications and performance as per the position requirements. The part-time employee will be permitted to return to his/her regular position once the term is completed.

Management will review and endeavour to accommodate full-time staff members who wish to make a change in his/her work situation due to physical or mental stress.

**ARTICLE 28 - ADDITIONAL WORK FOR PART-TIME EMPLOYEES**

28.01 Part-time employees who indicate in writing to the Employer the dates and the shifts (nights, days, evenings) and the floors that they wish to work additional hours shall be offered such work when available. Such additional hours will be offered on the basis of seniority with the most senior employee being offered first choice of refusal.

An employee who accepts an offer to work and then refuses to work shall be placed at the bottom of the list for two months from the time of the refusal, unless there is a reasonable explanation for the refusal.

**ARTICLE 29 - COMMITTEES**

29.01 Labour Management Committee

The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Home.

The Committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed four (4) members. The Local Union Committee may at any time have a representative from the Canadian Union of Public Employees.

The Committee shall meet upon the request of either party at a mutually agreed upon time.

The Committee shall be advisory in nature and have no authority or jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or its members or the Employer regarding any decision or conclusions reached in their discussions. The Committee may make recommendations and conclusions, however such recommendation not to be binding upon the parties unless there is mutual agreement.

29.02 Workplace Safety and Health Committee

The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of Management, employees and the Union.

The Union and the Employer will participate in a Workplace Safety and Health Committee as defined in the *Manitoba Workplace Safety and Health Act*. Membership, operation and obligation of the parties are as defined in the *Manitoba Workplace Safety and Health Act*.

The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

The employees shall, where required, use all devices and wear all articles of clothing and/or personal protective equipment designated and supplied for their protection.

The present Workplace Health and Safety Committee shall continue for the term of this Agreement. The Committee will consist of three (3) Management representatives and three (3) Union representatives.

Nothing in this Article shall preclude any obligation under the *Manitoba Workplace Health and Safety Act*.

**ARTICLE 30 - RRSP (REGISTERED RETIREMENT SAVINGS PLAN)**

30.01 The parties agree to the implementation of a Retirement Plan for all eligible employees.

The Retirement Plan shall be a group R.R.S.P. vehicle with defined contributions by both Employer and employee.

The contribution formula for both Employer and employee contribution will be five percent (5%) of earnings up to the yearly maximum pensionable earnings (YMPE).

The Retirement Plan will be available to full-time and part-time employees who have completed six (6) continuous months of employment or one thousand and forty (1,040) hours worked, provided they have successfully completed their probation period. Participation in this plan is voluntary.

**ARTICLE 31 - PRERETIREMENT BONUS**

31.01 Effective May 1, 2009 a retirement bonus will be awarded to an employee who, at the date of retirement:


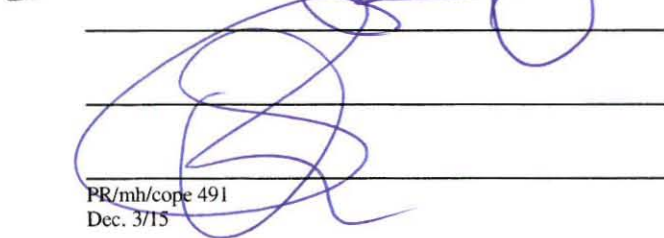
- (a) has completed at least ten (10) years of continuous employment; and
- (b) has reached the age of fifty-five (55).

The amount of payment shall be calculated on the basis of four (4) days for each year of service that the employee completed following "date of ratification". The calculation shall be based on the employee's regular rate of pay at the time of retirement. The payment shall be prorated for part-time employees. (By way of example, a full-time employee who retires two and one-half (2½) years following date of ratification, at the age of 58, and for whom the regular rate of pay is ten dollars (\$10) per hour, will be entitled to a bonus of eight (8) days calculated at ten dollars (\$10) per hour.)

**31.01 In the event of the death of an eligible employee, the retirement bonus shall be paid to the employee's estate.**

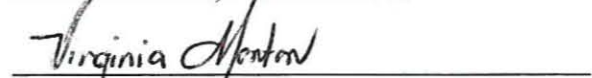

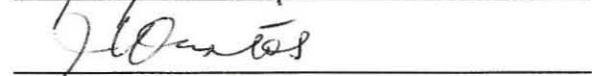

Signed this 29 day of **December**, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**

PR/mh/cope 491  
Dec. 3/15

**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**

**SCHEDULE "A"**  
**MAPLES PERSONAL CARE HOME INC.**

The starting salary of a newly hired employee shall recognize recent and relevant experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year	Start rate
1 year within the past 2 years	1 year rate
2 years within the past 3 years	2 year rate
3 years within the past 4 years	3 year rate
4 years within the past 5 years	4 year rate

It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and related experience during the probationary period in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to recognition.

<i>CUPE LOCAL 2719 – MAPLES PERSONAL CARE HOME INC.</i>							
CLASSIFICATION	STEP	Expired Apr 30/15	May 1/15	May 1/16	May 1/17	May 1/18	Nov 1/18
			<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.50%</b>	<b>1.00%</b>
Aide I	Start	14.950	15.249	15.554	15.865	16.103	16.264
Untrained HCA	Year 1	15.230	15.535	15.846	16.163	16.405	16.569
Untrained Rec Facilitator	Year 2	15.460	15.769	16.084	16.406	16.652	16.819
Food Services Aide	Year 3	15.780	16.096	16.418	16.746	16.997	17.167
	Year 4	16.110	16.432	16.761	17.096	17.352	17.526
			<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.50%</b>	<b>1.00%</b>
Aide II	Start	16.990	17.330	17.677	18.031	18.301	18.484
trained HCA	Year 1	17.410	17.758	18.113	18.475	18.752	18.940
trained Rec Facilitator	Year 2	17.830	18.187	18.551	18.922	19.206	19.398
	Year 3	18.190	18.554	18.925	19.304	19.594	19.790
	Year 4	18.930	19.309	19.695	20.089	20.390	20.594
			<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.50%</b>	<b>1.00%</b>
Cook	Start	17.940	18.299	18.665	19.038	19.324	19.517
	Year 1	18.400	18.768	19.143	19.526	19.819	20.017
	Year 2	18.860	19.237	19.622	20.014	20.314	20.517
	Year 3	19.320	19.706	20.100	20.502	20.810	21.018
	Year 4	19.780	20.176	20.580	20.992	21.307	21.520

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**  
**- AND -**  
**MAPLES PERSONAL CARE HOME**  
**RE: VIOLENCE IN THE WORKPLACE**

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The parties hereby agree as follows:

1. The Employer has a responsibility to provide a safe workplace and to take both remedial and preventive action in violence against employees.
2. All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee. The Employer agrees that the Health and Safety Committee shall concern itself with all matters relating to violence to staff.
3. Procedures for dealing with incidents of violence will be developed. Specifically:
  - (a) The responsibility of the Employer and the employee;
  - (b) Who will inform the Employer;
  - (c) Who will call the police;
  - (d) Who will look after the medical needs of the employee;
  - (e) What reports will be made and by whom.
4. Counselling and support will be available to help victims recover from such incidents in cases where preventive measures have failed to prevent violent incidents.
5. Education will be provided to employees so they are aware of their responsibility to intervene when residents are aggressive. An emergency response plan to deal with aggressive residents will be developed using an in-facility team or by contacting the police.
6. Employees coming in contact with potentially abusive/aggressive behaviour will be trained in security or self-protection.

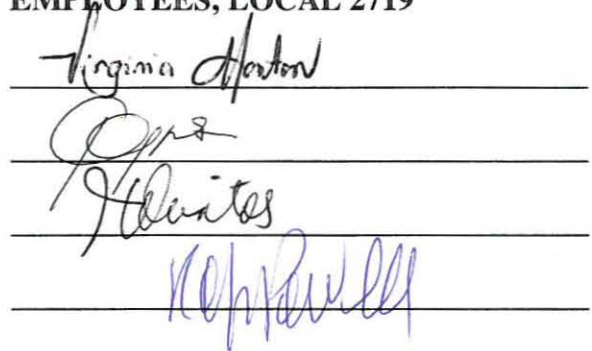
- 7. The Employer will provide in-service training on dealing with violent residents and will endeavour to provide information on residents with a history of abusive behaviour. Employees should familiarize themselves with, and keep current, residents' Kardex in order to learn of any changes on resident care.

Signed this 29 day of **December**, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**



**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**



**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**

**- AND -**

**MAPLES PERSONAL CARE HOME**

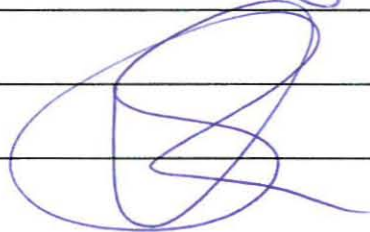
**RE: REPORTING INCIDENTS OF RESIDENT ABUSE**

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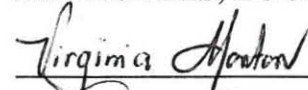
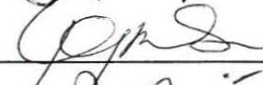
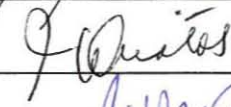
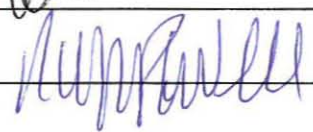
Employees agree to disclose all instances of potential suspected or actual abuse to the Employer at the first opportunity so that prompt corrective action can be taken to protect and care for the resident.

Signed this 29 day of **December**, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**

  
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**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**

**- AND -**

**MAPLES PERSONAL CARE HOME**

**RE: EMPLOYEES HOLDING MORE THAN ONE (1) POSITION**

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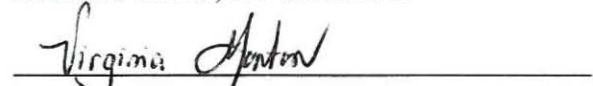

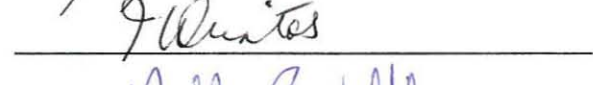

In the event an employee occupies more than one position, hours worked as a result of the combination of those positions which would otherwise constitute a violation of the Collective Agreement or result in premium pay if worked by an employee occupying one position, will not constitute a violation or result in premium pay for the employee occupying more than one position.

Signed this 29 day of **December**, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**


**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**

**- AND -**

**MAPLES PERSONAL CARE HOME**

**RE: WORKING SHORT**

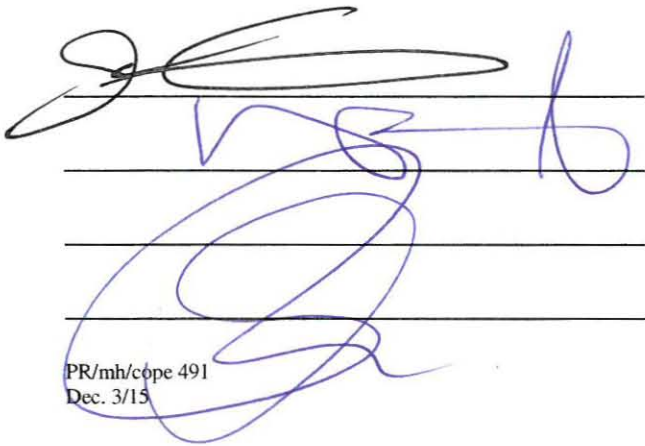
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The parties agree that addressing working short issues is important to both the Employer and the Union. In an effort to address issues as they arise, the parties agree to form a committee of no more than three (3) representatives from each of the Employer and the Union, to review and resolve ongoing concerns of working short.

The Employer will maintain full staffing as provided through provincial funding. In the event either the Employer or the Union identify an issue as urgent, the committee shall be convened within twenty-four (24) hours. The committee does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion.

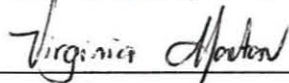
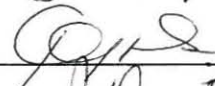
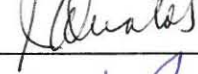
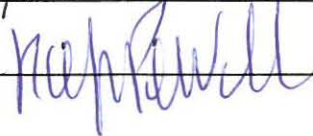
Signed this 29 day of December, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**

  
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PR/mh/cope 491  
Dec. 3/15

**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**

**- AND -**

**MAPLES PERSONAL CARE HOME**

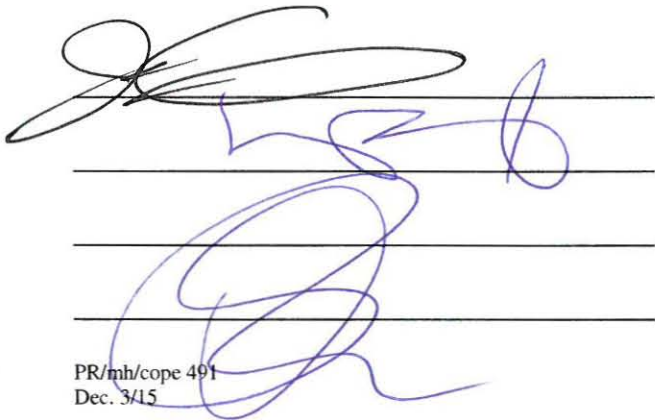
**RE: PAYCHEQUE STUBS**

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**The Employer agrees to include income protection and accumulated hours worked on paycheque stubs as soon as is reasonably possible after the ratification of this agreement.**

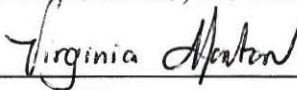

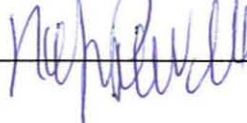
Signed this 29 day of **December**, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**

  
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**ON BEHALF OF THE UNION:  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2719**

**- AND -**

**MAPLES PERSONAL CARE HOME**

**RE: VACATION**

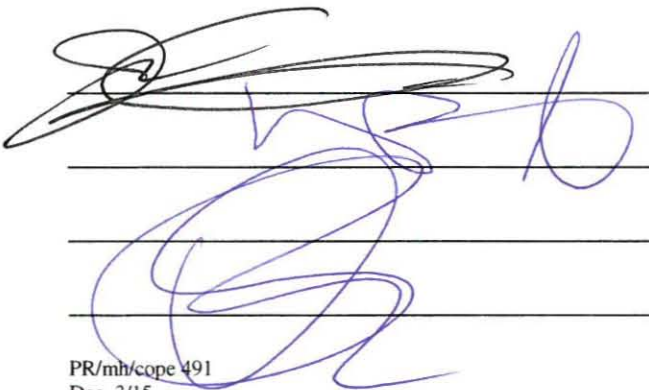
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The parties agree to form a Committee at the beginning of each vacation year for the purpose of reviewing vacation coverage. The Committee shall consist of two (2) representatives of the Union and the Employer.

This Committee will meet at the start of February of each vacation year to discuss operational and vacation requirements consistent with Articles 13.05 and 16.10.

Signed this 29 day of December, 2015.

**ON BEHALF OF THE EMPLOYER:  
MAPLES PERSONAL CARE HOME INC.**



PR/mh/cope 491  
Dec. 3/15

**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2719**

