

COLLECTIVE AGREEMENT

- BETWEEN -

CUPE / *Canadian Union
of Public Employees*
LOCAL 3085

- AND -

HEIMA ER BEST INC.

TERM OF AGREEMENT:

SEPTEMBER 21, 2015 TO SEPTEMBER 20, 2018

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the residents/trainees of the Facility;

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of mutual covenants hereinafter contained, agree with the other as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate MLB 5994.

102 Work of the Bargaining Unit

Persons who are not employees of the Employer shall not work on jobs on a regular and recurring basis which have been determined as being within the scope of the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training, demonstration or emergency.

ARTICLE 2 - DURATION

- 201 (a) This Agreement shall be in full force and effect from the 21st day of September, **2015** until the 20th day of September, **2018**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks' (14 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks' (14 days) written notice as to the intended time and date of lockout.

- (e) No such work stoppage shall operate so as to deny essential services to the residents of the Residences, as negotiated between the parties. If the parties have not agreed to an essential service arrangement within seven (7) calendar days of notice of strike/lockout, the issue shall be referred to arbitration under Article 10 on an expedited basis, with the decision rendered prior to any strike/lockout.

202 Should either party desire to propose changes to this Agreement, it shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new agreement. **If the proposed amendments are not submitted with the notice to bargain, notwithstanding this article, they must be submitted at least two (2) weeks in advance of the first negotiation meeting.**

203 This Agreement may be amended during its term by mutual agreement.

204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

301 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; and
- (b) hire, transfer, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that he/she has been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.

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

ARTICLE 4 - UNION DUES - SECURITY

- 401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year.
- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every pay day, and shall be forwarded to the Secretary-Treasurer of the **National** Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 403 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 the deductions are to be made.
- 404 In consideration of the foregoing clauses, 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 may incur as a result of such deductions.
- 405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 406 **The Employer will supply the Steward or designate with an updated list of members with contact information as reasonably requested not more often than once every three (3) months.**
- 407 **At the conclusion of the Employer's business at each house meeting, Union members will be allowed to stay and discuss mutual concerns with their Union steward. This time shall not exceed the regular three (3) hours paid for such meetings, but these matters should not be discussed during regular working time.**

ARTICLE 5 - UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

- 503 When meeting with the Employer to conduct negotiations the maximum number of employees who will be entitled to leave of absence will be two (2).
- 504 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 505 All correspondence arising out of this Agreement shall pass to and from the President of the Board of Directors or designate and the Secretary of the Local Union or designate.
- 506 Employees serving on the Negotiating Committee on behalf of the Union when revisions to this Agreement are being negotiated shall be excused from work for scheduled hours and will receive their regular pay and benefits from the Employer, subject to reimbursement by the Union when invoiced by the Employer for pay and benefits. The said employees on the Negotiation Committee will find their own replacements in advance.
- 507 A steward of the Employer's choosing will provide a brief orientation on the Union to new hires, including the name and contact information for all stewards and the Local.**
- 508 No employees will be required or permitted to make written or verbal agreements with the Employer or their representatives which conflict with the terms of this Agreement.**

ARTICLE 6 - NON-DISCRIMINATION

- 601 It is agreed that there shall be no discrimination contrary to the *Human Rights Code* of Manitoba as it may be amended from time to time, subject to the exceptions contained therein. The prohibited grounds presently include age, creed, race, colour, ancestry, national or ethnic origin, political or religious affiliation, sex, pregnancy, sexual orientation, marital and family status and physical or mental disability. The Employer also agrees that it will not discriminate on the basis of place of residence without reasonable cause, or on the basis of membership or activity in the Union.

602

Respectful Workplace

The Employer and the Union agree that **all employees are entitled to a respectful workplace. They further agree** that no form of harassment or bullying 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 harassment or bullying shall be treated in strict confidence by both the Employer and the Union, subject to respecting the rights of procedural fairness to anyone accused of wrongdoing. Harassment or bullying does not include discipline for just cause or management decisions made in good faith.

Employees feeling they have been the subject of bullying or harassment shall inform the Employer. Once the Employer is notified, steps needed to ensure a respectful and safe workplace will be reviewed and an investigation shall be conducted. Complaints and respondents covered by this Collective Agreement shall have the right to Union representation throughout the process. Unless impractical, the Employer will complete and report findings of the investigation within three (3) weeks of receiving the complaint. Should the Employer be unable to complete the investigation within the time lines, the complainant will be notified.

For the purposes of this Agreement, the definition of bullying shall include any intimidating behaviour, misuse of perceived or real power, targeting, threats, violence and the like.

Malicious complaints may be subject to discipline.

All complaints shall be submitted to the Manager of Heima ER Best Inc. If the Manager is the respondent of said complaint, the Chair of the Board will accept the complaint and ensure the above steps in safety and investigation are completed. For this purpose, the Employer will supply the Union with the necessary contact information for the Chair and an alternate.

ARTICLE 7 - DEFINITIONS

- 701 An employee is a person employed by the Employer and covered by this Agreement.
- 702 A "full-time" employee is one who regularly works at least an average of thirty (30) hours per week in a two (2) week pay period.
- 703 A "part-time" employee is one who is scheduled regularly and works less than full-time hours.

704 A "term" employee shall be employed for a specific time period or until completion of a particular project within a specific department, such time period or project to be clearly described at the commencement of the term. This period may be extended if the Employer so requests and the Union agrees, such consent not to be unreasonably withheld.

705 A "probationary employee" is a newly hired employee who has not completed **six hundred (600) hours** of service from the **last day** of hiring. This period may be extended if the Employer so requests and the Union agrees, such consent not to be unreasonably withheld. A probationary employee shall have no right to challenge his/her dismissal during or at the conclusion of the probationary period **unless there are allegations of discrimination contrary to the *Human Rights Code***.

Criminal check clearance is a condition of employment.

706 A "casual employee" is an employee who is not full-time, part-time or term (i.e. works irregularly or on call as a substitute for full-time or part-time or term employees). The terms of this Agreement shall not apply to casual employees, except as follows:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one half (1.5) times the rate set out in (b) above.
- (d) Casual employees shall be entitled to overtime pay at the rate of one and one-half (1.5) times the rate set out in (b) above.
- (e) Casual employees shall be subject to dues deduction as reasonably required by the Union in a non-discriminatory manner, e.g. based on the current percentage principle.
- (f) 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.
- (g) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours' pay at the basic rate.
- (h) Casual employees shall have access to the Grievance and Arbitration articles herein only for an alleged breach of this Article (i.e. 706).

- (i) Permanent employees reverting to casual shall continue at their rate of pay and be entitled to increments as set out in the wage schedule.
- (j) **Once a casual employee accepts a full or part-time position on a permanent basis or in a term position, all hours they have shall be used for placement on the seniority list and on the wage scale.**

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

708 The term "Employer" and/or "Facility" shall mean Heima ER Best Inc.

709 The term "Union" shall mean the Canadian Union of Public Employees, Local 3085.

ARTICLE 8 - BULLETIN BOARDS

801 Bulletin board space for the use of the Union will be provided by the Employer. The Employer shall provide, in each office area of each home, a space for a Union binder for Union communication purposes.

ARTICLE 9 - GRIEVANCE PROCEDURE

901 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

902 An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

903 Any grievance may be raised by an employee with his/her (excluded) supervisor as the first stage within seven (7) working days of the complaint. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) working days of return.

904 If the grievance is not resolved within five (5) calendar days after being discussed with the supervisor, the Union may submit the grievance in writing to the President of the Board of Directors or designate who shall, within seven (7) further calendar days render a decision in writing. If the grievance is not so submitted prior to the expiry of the said five (5) calendar days, it shall be conclusively deemed to have been abandoned.

- 905 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the President of the Board of Directors or designate.
- 906 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance in writing directly to the President of the Board of Directors or designate.
- 907 An employee may choose to be accompanied by a Local Union Representative at any stage of the Grievance Procedure.

ARTICLE 10 - ARBITRATION PROCEDURE

- 1001 Within ten (10) calendar days after receiving the reply of the President of the Board of Directors and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no action is taken by either party within the said ten (10) day period, the grievance will be conclusively deemed to have been abandoned.
- 1002 Where a grievance is referred to arbitration, the parties shall agree to an arbitrator within fifteen (15) days of the referral. The following list of arbitrators shall serve on a rotating basis as sole arbitrator:
- (a) Gavin Wood
 - (b) A. Blair Graham, Q.C.
- 1003 The arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 1004 The arbitrator shall determine his own procedure, but shall provide full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute and render a decision within thirty (30) calendar days from the conclusion of the hearing.
- 1005 The final decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed, except that either party may apply within five (5) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the decision.
- 1006 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

- 1007 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1008 The time limits in both the Grievance and Arbitration procedures may be extended by mutual agreement and shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.
- 1009 The Grievance and Arbitration proceedings set out herein are intended to be exhaustive of the remedies of the parties and the employees and in particular, any employee who feels that he/she has been unjustly dismissed from employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.

ARTICLE 11 - SENIORITY

- 1101 (a) Seniority for full-time **and part-time** employees shall be calculated from the last date of hire with the Employer, **and will be based on the number of hours worked.**
- (b) **Seniority will be deemed to accrue, based on average hours when working, during the following leaves:**
- (i) **WCB;**
 - (ii) **paid sick leave under Article 12;**
 - (iii) **parental leave;**
 - (iv) **vacation; and**
 - (v) **Union leave.**
- (c) **Seniority and employment will terminate if an employee:**
- (i) **fails to report to work as arranged after an authorized leave of absence without prior authorization;**
 - (ii) **is absent for more than three (3) consecutive shifts without reporting to the Employer;**
 - (iii) **resigns or retires;**
 - (iv) **is discharged for just cause;**

- (v) **is laid off for more than twelve (12) months;**
- (vi) **is promoted or transferred out of the bargaining unit for more than three (3) months, or as otherwise agreed between the Union and Employer;**
- (vii) **is absent due to medical reasons for more than twenty-four (24) consecutive months; or**
- (viii) **being a casual, fails to work a minimum of forty (40) hours in a three (3) month period.**

1102 Where the qualifications, fitness and ability of employees are relatively equal, in matters or promotion, demotion, transfer, layoff and recall, seniority shall be the governing factor.

1103 Seniority and employment within the bargaining unit will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated under the Grievance or Arbitration procedure;
- (c) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;
- (d) is laid off for more than twelve (12) months;
- (e) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position; or
- (f) gives up shifts to work outside of Heima ER Best Inc.

1104 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing. The names of new employees shall be sent to the Union within fourteen (14) days of date of hire.

ARTICLE 12 - SICK LEAVE

1201 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick.

- 1202 Sick leave shall be earned at the rate of one (1) day for every month that a full-time employee is employed to a maximum of forty-five (45) days. Part-time employees will receive sick benefits on a prorated basis.
- 1203 Employees shall be entitled to five (5) family care days out of twelve (12) sick days with pay per fiscal year to care for immediate family members who are ill. These days are to be deducted from the employee's accumulated earned sick leave.
- 1204 Employees shall be entitled to attend medical appointments during work time without loss of pay, provided they use no more time than is necessary for this purpose. Such payment will be deducted from the employee's accumulated sick leave accrual, based on a minimum of half-day deductions. For example, an employee who misses one (1) hour will be deducted one-half ($\frac{1}{2}$) day of sick leave. An employee who is absent for over four (4) hours will be deducted one (1) full day of sick leave.
- 1205 **An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid family leave each year, but only to the extent that the leave is necessary:**
- (a) **for the health of the employee; or**
 - (b) **for the employee to meet his or her family responsibilities in relation to:**
 - (i) **a spouse, common-law partner;**
 - (ii) **a child, parent, brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;**
 - (iii) **the spouse or common-law partner of a person set out in (ii);**
 - (iv) **the persons set out in (ii) and (iii) as they relate to the employee's spouse or common-law partner; or**
 - (v) **any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.**

An employee wishing to take family leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

- 1206 An employee taking family leave under 1205 who has accrued sick leave credits under 1202 may use such sick leave credits to fund all or part of the family leave as provided in 1203.**

ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS

- 1301 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, and/or hours of work and wage rate.
- 1302 The name of the successful applicant for any position posted in accordance with this Article will be revealed in writing within five (5) calendar days of the decision on the bulletin board and the notice shall be left on the bulletin board for a period of at least seven (7) days.
- 1303 All promotions and voluntary transfers are subject to a three (3) month trial period, during or at the conclusion of which the employee may be returned to his/her previous position, as soon as operational requirements permit, if in the opinion of the Employer the employee is unsuited to the position tried, or if he/she wishes to revert voluntarily to his/her former position. The replacement employee may be subject to immediate layoff without notice, subject to this clause.
- This is additional to the Employer's overriding power to discipline for just cause, the exercise of which could result in more serious consequences to the employee, up to and including dismissal.
- Trial periods may be extended by mutual consent.
- 1304 Employees shall not be eligible to apply for transfer during their probationary or trial period.
- 1305 Employees shall be encouraged and may be required to improve their performance by participating in available training programs. Where an employee takes such a program at the order or request of the Employer, the Employer will pay the tuition.
- 1306 Employees desirous of working more hours shall so indicate to the Employer in writing and the request shall remain on file until the employee's service is terminated or the employee asks in writing to have the request rescinded. The Employer shall take such requests into account when more hours become available for the employees in the unit. An employee shall inform the Manager when being offered extra hours if the extra hours would cause overtime consequences. If the employee fails to do so, she/he may have subsequent hours removed from his/her schedule to bring him/her back under eighty (80) hours for the two (2) week period.

1307 Those employees who make a written request for additional hours will be placed on a short list for call-ins, from which employees will be called by seniority without overtime (up to eighty [80] hours in two [2] weeks - no partial shifts to reach eighty [80] hours). An employee who refuses a shift for which they are called, without a reasonable explanation, shall be removed from the short list for a period of two (2) months.

ARTICLE 14 - ANNUAL VACATIONS

1401 During the first year, employees earn vacation at the rate of ten (10) days (four percent [4%]) and become eligible to take vacation in the second year. The vacation year shall be from the employee's anniversary date to the employee's next anniversary date.

1402 **Annual vacation shall be earned as follows:**

- **Two (2) weeks' vacation (4% of basic pay) after completing one (1) year of service;**
- **Three (3) weeks' vacation (6% of basic pay) after completing three (3) years of service;**
- **Four (4) weeks' vacation (8% of basic pay) after completing five (5) years of service; and**
- **Five (5) weeks' vacation (10% of basic pay) after completing ten (10) years of service.**

1403 Employees entitled to a two (2) week vacation shall receive four percent (4%) gross salary earned in lieu of vacation on termination; those qualifying for a three (3) week vacation shall receive six percent (6%); those qualifying for a four (4) week vacation shall receive eight percent (8%) and those qualifying for a five (5) week vacation provision shall receive ten percent (10%).

1404 Employees will be given the opportunity to request vacation times on a calendar supplied by the Employer for that purpose on the bulletin board. Employees shall submit their vacation requests by no later than March 1 of each year. The Employer shall schedule vacations according to operational needs and the wishes of the employees. In the event of a conflict consideration will be given to seniority provided requests have been submitted by March 1. The vacation schedule shall be finalized and posted by no later than April 1. Vacation pay will be disbursed not later than the day preceding the vacation, provided application has been made to the Employer in writing at least two weeks in advance.

1405 Vacation will be scheduled in at least one (1) continuous two (2) week period, unless otherwise mutually agreed between the employee and the Employer. Where operational needs permit (in the opinion of the Employer) and the employee wishes it, a continuous vacation period will be granted. Vacation entitlement is to be spent in each year and not to be carried forward under any circumstances. The vacation schedule is not to be altered except with the written approval of the Employer.

ARTICLE 15 - GENERAL HOLIDAYS

1501 The following are recognized as general holidays for purposes of this Agreement:

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

and any other day proclaimed as a universal paid holiday by statute of the Provincial or Federal Government.

1502 An employee required to work on a general holiday will be paid the rate of time and one-half (1½) his/her basic rate of pay.

1503 An employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1504 If a general holiday falls on the regular day off of an employee or during his/her annual vacation, he/she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1505 In order to qualify for a holiday or for holiday pay, the employee must have:

- (a) worked fifteen (15) working days out of the previous thirty (30) calendar days;
- (b) worked the scheduled day before and the scheduled day after the holiday, unless ill or on excused absence due to accident or other reason; and

- (c) reported to work on the holiday if called to work by the Employer except where the employee is ill, dismissed or laid off.

1506 If a general holiday falls on a day on which an employee is receiving income protection benefits, he/she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, he/she shall be paid from income protection credits for that day at his/her basic rate of pay. When an employee has exhausted income protection credits and is still unable to work, he/she shall receive holiday pay only if he/she meets the requirements of Article 1505 (a).

1507 An employee may substitute any of the above holidays for other significant religious holidays with prior approval from the Manager, having given the Employer at least two months' notice.

ARTICLE 16 - LEAVE OF ABSENCE

1601 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible. No leave of absence shall be given to any employee to try or do employment outside of Heima ER Best Inc.

1602 Maternity/Adoption Leave/Parental Leave

(Employer counter) Eligible employees will be granted maternity and parental leave in accordance with the provisions of the *Employment Standards Code* of Manitoba as it may be amended from time to time. At the present time this provides for maternity leave of seventeen (17) weeks without pay and parental leave of a further thirty-seven (37) weeks, for those employees who qualify under the **Code**.

In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave. **Employees absent on parental leave will be deemed for seniority purposes to have worked the hours they averaged during the twelve (12) months prior to the leave.**

1603 Bereavement Leave

- (a) An employee shall be granted up to five (5) calendar days or three (3) regularly scheduled consecutive work days, whichever is greater, without loss of pay and benefits in the case of death of a parent, child, sibling or spouse, including a common law spouse (one [1] year minimum cohabitation), or **three (3) days'** leave in the case of the death of a grandparent, mother-in-law or father-in-law. Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a pallbearer.
- (b) The Employer may grant additional time off without pay upon request.

1604 Employees granted leave of absence without pay including parental leave, may make prepayments to maintain coverage under Employer/employee benefit programs, if applicable. The employee will be required to pay both the employee and the Employer's portion of the premiums.

1605 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

1606 Upon at least two (2) weeks (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department.

1607 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office.

1608 An employee shall be entitled to leave of absence at a time when operational requirements permit without pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

1609 Compassionate Care Leave

Compassionate care leave shall be provided in accordance with the *Employment Standards Code* of Manitoba, as it may be amended from time to time. Seniority shall accrue during any period of leave under this Article.

ARTICLE 17 - HOURS OF WORK

- 1701 Regular hours of work shall mean up to ten (10) hours per day and up to eighty (80) hours per two-week period, subject to Article 1703.
- 1702 Meal and rest periods shall be provided with pay in the presence of the residents, and the Employer shall also provide, if possible, an office for the use of the employees to take breaks from their duties when the opportunity arises.
- 1703 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.
- 1704 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. Subsequent, amended shift schedules shall be dated conspicuously to avoid confusion.
- 1705 No employee shall work more than six (6) consecutive days (less if reasonably practical) except by mutual agreement between the employee and the Employer. **The Union will be notified of such agreements.**
- 1706 There shall be no split shifts unless by mutual agreement between the Employer and the employee, or where operational needs make it necessary. **The Union will be notified of such agreements.**
- 1707 Days off shall be consecutive wherever reasonably practical.
- 1708 An employee who reports for work as scheduled and finding no work available without prior notice shall be paid a minimum of three (3) hours' pay at his/her basic rate of pay.
- 1709 Unless otherwise mutually agreed, an employee shall be granted a minimum of one (1) weekend off out of each successive period, i.e. a minimum of thirteen (13) weekends per year.
- 1710 The Employer will only make major changes to an employee's schedule for bona fide business reasons, and the change will only occur after consultation with the employees affected, who will have the opportunity to consult a full-time Union Representative.

1711 Employees unable to attend a schedule shift must where reasonably possible find their own replacement. Employees may exchange shifts with other qualified employees, provided that they file a shift exchange in advance with the office, by delivery or fax, or by message left on the office answering machine. Shift exchanges must be justified with a valid reason, and must be arranged prior to the scheduled shift.

ARTICLE 18 - OVERTIME

- 1801 Overtime shall be time worked in excess of the daily and biweekly hours of work as specified in Article 17, i.e. time worked in excess of eighty (80) hours in a two (2) week period or in excess of ten (10) hours per day. Overtime must be authorized in such manner and by such person as may be prescribed by the Employer.
- 1802 Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay per hour for all authorized overtime hours worked.
- 1803 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of equivalent time off at the overtime rate.
- 1804 Overtime shall be **offered by seniority** among employees who are qualified **and available** to perform the available work. No employee shall be required to work overtime against his/her wishes when other qualified employees within the same classification are available and willing to perform the required work, but if no one is willing, then an available employee may be required to work, **starting from the bottom of the seniority list.**

ARTICLE 19 - TRANSPORTATION

- 1901 Employees required to use their own vehicles will be paid forty cents (40¢) per kilometre for out of town travel and three dollars (\$3.00) per in-town return trip effective date of ratification. All such trips must be approved in advance by the Employer.

ARTICLE 20 - LAYOFF AND RECALL

- 2001 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each two (2) months thereafter.

- 2002 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the persons recorded address and must be prepared to begin work at a time designated by the Employer.
- 2003 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in 2002; and
 - (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 2004 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that he/she declines employment in a lower classification than he/she held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 2005 The Employer shall provide employees with as much notice as practicable of layoff.

ARTICLE 21 - RESIGNATIONS

- 2101 An employee shall give notice of resignation at least fourteen (14) calendar days prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required fourteen (14) calendar days may only be given with the approval of the Employer.
- 2102 The Employer will make available on the next payday after termination all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 22 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2201 An employee may be discharged or suspended for just cause only upon the authority of the President of the Board of Directors or designate. Such employee shall be advised promptly in writing of the reason for his/her dismissal or suspension, with a copy being sent to the Union Representative.

- 2202 In all instances 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.
- 2203 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 the reasons either by registered mail or personal service.
- 2204 Upon written request, an employee shall be given the opportunity to examine any document which is placed in his/her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against him/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.
- 2205 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.
- 2206 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 23 - COMMITTEES

- 2301 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 Facility.
- 2302 The Committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed eight (8) members. The Local Union committee may at any time have a Representative from the Canadian Union of Public Employees.
- 2303 The Committee shall meet as and when required upon five (5) working days' written notice being given by either party.

- 2304 The Committee shall not have 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 of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 2305 A Safety Committee shall be established to examine all aspects of safety and health measures within the Facility. Local Union representation on the Committee shall not exceed two (2) members.
- 2306 Employees required to attend staff meetings shall be paid at regular, not overtime rates, for the duration of the meeting or three (3) hours, whichever is longer.

ARTICLE 24 - JOB DESCRIPTIONS

- 2401 Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the employees concerned and the up-to-date job descriptions shall be provided to an affected employee or the Union upon request.
- 2402 Wage rates for new classifications shall be negotiated with the Employer and the Union. Should the parties fail to agree the matter may be referred to mediation and/or arbitration.

ARTICLE 25 - BENEFITS

- 2501 The Employer shall maintain the following benefit plans through **Community Services Benefits Trust**, for all employees off probation and working an average of twenty (20) hours per week. The Employer shall pay sixty percent (60%) of the premiums:
- (a) Vision Care
 - (b) Extended Health
 - (c) Long Term Disability
 - (d) Dental Plan
 - (e) Pension Plan - Group Retirement Services - London Life

Full-time employees must join the plan on the first day of the month upon completion of one (1) year of continuous employment with the Employer. For part-time employees who have completed two (2) years of service, participation in the pension plan becomes compulsory. Part-time employees may join the plan on the first day of any month on or after completion of one (1) year of continuous employment with the Employer. The employee contributes three percent (3%) of earnings and the Employer shall make a matching contribution to the plan. Employees may make additional voluntary contributions. Specific details regarding contributions and benefits are contained in London Life Policy/Plan Number 62657.

2502 Education and Training

Discussion regarding additional training, based on the needs of the individuals being supported will occur at the Labour-Management Committee. The Employer will consider the needs and determine the training that will be made available based on availability.

ARTICLE 26 - NIGHT SHIFT PREMIUMS

2601 Effective September 21, **2015, night shift premiums shall be forty-five cents (45¢) per hour.**

2602 An employee shall receive a night stipend of **sixty dollars (\$60) for "sleep" shifts.**

ARTICLE 27 - DOMESTIC VIOLENCE LEAVE


2701 Domestic Violence


If any employee has been a victim of domestic violence, the Employer will reasonably accommodate an unpaid leave of absence to deal with related issues, consistent with any applicable legislation in force.

This agreement signed and dated this 7th day of April, 2016

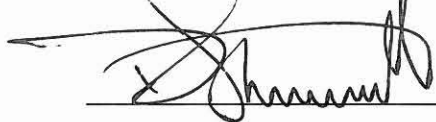
**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3085**








**FOR THE EMPLOYER:
HEIMABEST INC.**





**WAGE SCHEDULE
HEIMA ER BEST INC.**

Residential Care Workers - \$13.75/hr effective January 1, 2016.

Increase wages by percentage per diem increase provided by the Department of Family Services in 2016, 2017, and 2018, or any wage stabilization adjustment when received from the Government of Manitoba.

The parties agree to meet in September 2017 for the purpose of negotiating wage rates only.

Employer offers a one hundred and twenty dollar (\$120) lump sum payment (“signing bonus”) to full-time employees, and part-time working at least thirty (30) hours per week on average, and prorated for part-time employees working less than thirty (30) hours per week on average. No signing bonus for casual employees. To qualify, employees would have to have been employed as of January 1, 2016 and still employed on payday after ratification. For employees who are absent on medical leave but would otherwise qualify for this payment, they will receive the payment on the payday after they return to work.