

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4281**

**(HEALTH CARE AIDES, LAUNDRY, HOUSEKEEPING,  
FOOD SERVICES AND RECREATION DEPARTMENT STAFF)**

**- AND -**

**REVERA LONG TERM CARE INC.  
(o/a CHARLESWOOD CARE CENTRE)**

**TERM OF AGREEMENT:**

**OCTOBER 1, 2015 TO SEPTEMBER 30, 2019**

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THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Between:

**REVERA LONG TERM CARE INC.**  
**(o/a CHARLESWOOD CARE CENTRE)**  
(hereinafter referred to as the “Employer”)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4281**  
(hereinafter referred to as the “Union”)

WHEREAS the Employer and the Union have agreed to enter into an Agreement containing terms and conditions of employment of the employees as herein set forth:

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

**ARTICLE 1 - DEFINITIONS**

- 1.01
- (a) A “full-time employee” is an employee who is committed to and regularly works on a recurring basis the full prescribed hours of work, exclusive of overtime, as specified in Article 12 herein.
  - (b) A “part-time employee” is an employee who is committed to and regularly works on a recurring basis for less than the full prescribed hours of work, exclusive of overtime, as specified in Article 12 herein, but not less than eight (8) hours per week.
  - (c) A “term employee” is an employee who works for a specific period, or until completion of a particular project of a maximum duration of one (1) year. The terms of this Agreement do not apply to such term employees. No employee shall be laid off and rehired for the purpose of extending the period of term employment.
  - (d) When the Employer identifies a “term position” the position will be posted in accordance with Article 22.05.
  - (e) For the day and evening shift, a weekend shall mean Saturday and Sunday. For the night shift, for purposes of scheduling a weekend shall mean 2315 hours Friday to 0715 hours Sunday.
  - (f) Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

1.02

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 employee, except:

- (a) Casual employees shall be paid vacation pay in accordance with the *Employment Standards Code*.

Casual employees shall accrue seniority for the purposes of vacancy selection only.

Where a vacancy is not awarded to a permanent employee in accordance with Article 23, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. Seniority hours accrued during the period of casual employment shall be carried over to the permanent record.

- (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 paid holiday shall be paid at the rate of 1.5 times the basic rate of pay (per Article 15).
- (d) Casual employees shall be entitled to compensation for overtime worked at the rate of 1.5 times the basic rate of pay (per Article 16.02).
- (e) The Employer agrees to deduct Union dues in an amount equal to the current monthly Union dues on a pro rata basis from each month’s pay of each casual employee in the bargaining unit.
- (f) If no payment is made to a casual employee during the pay period, the Employer shall not deduct and submit dues for that period.
- (g) Casual employees shall receive vacation pay allowance bi-weekly at a rate of four percent (4%) of regular earnings in a bi-weekly period during the first four (4) years of employment and thereafter shall be paid at a rate of six percent (6%).

## **ARTICLE 2 - SCOPE OF RECOGNITION**

- 2.01 The Employer recognizes the Union as the collective bargaining agent for the employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6716.
- 2.02 Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:
- (a) in an emergency;
  - (b) when required for the safe operation of the home; or
  - (c) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
- 2.03 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 the unit of full-time and part-time employees.

## **ARTICLE 3 - UNION SECURITY AND REPRESENTATION**

- 3.01 As levied by the Union, the Employer agrees to deduct an amount equal to the current monthly Union dues on a pro rata basis, from each month's pay of each employee in the bargaining unit who is a member of the Union.
- 3.02 The Employer shall forward to C.U.P.E. monthly:
- (a) Union dues;
  - (b) A list of amounts and names of employees from who dues deductions have been made;
  - (c) A list of the names of all employees newly hired/terminated/on leave of absence for a period of four (4) weeks or longer.
- 3.03 When an employee makes known to the Employer or the Union that she is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any Union or professional association, the matter shall be dealt with in accordance with section 76(3) of the *Labour Relations Act* of Manitoba.

- 3.04 The Union shall notify the Employer in writing of any change in the amount of dues at least four (4) weeks in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once during the term of this Agreement.
- 3.05 The Union shall indemnify and save the Employer harmless from any claims from employees covered by this Agreement as a result of dues having been collected in accordance with the terms of this article.
- 3.06 The Union shall provide the Employer with a list of officers and employee representatives of the Union and shall provide the Employer with a revised list from time to time as occasion may require.
- 3.07 Except as in Article 3.09, Article 10 - Discipline, Demotion and Access to File, Article 8 - Grievance Procedure, Article 9 - Arbitration Procedure, Article 20 - Union Management Committee, provided, no Union activities shall be conducted by both on and off duty employees during the hours of duty of any employee(s) nor on the Employer's premises at any time without the consent in writing of the Executive Director first had and obtained or without prior authorization by persons designated by the Executive Director.
- 3.08 If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, employee representatives or officers of the Union shall be granted time off duty, with pay, to participate in negotiations in which both the Employer and the Union are represented subject to a maximum of three (3) employees so engaged.
- 3.09 The Union shall be granted up to fifteen (15) minutes during the orientation program or at the time of hire to provide a copy of the Agreement to newly hired employees in the bargaining unit and familiarize them with general conditions and responsibilities to this Agreement and to the Union. A management representative shall be entitled to be present during this period.
- 3.10 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 3.11 A notice board for the use of the Union will be provided by the Employer. The Union may be permitted to post notices of meetings and other such notices which may be of interest to employees. The Union will provide a copy of all material to be posted on the notice board to the Employer in advance. It is not the intention of the Union to post anything objectionable to the Employer.

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 The parties to this Agreement agree that there shall not be any strike or lockout during the term of this Agreement. There will be no such strike or lockout, which is in violation of the Manitoba *Labour Relations Act*.
- 4.02 The Union and the Employer will take affirmative action to prevent any employee covered herein from striking and the Employer from locking out.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedure for the care, welfare, safety and comfort of the residents in the Personal Care Home, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter from time to time such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
  - (b) To hire, discharge, transfer within the Personal Care Home, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance.
  - (c) To control the direction of the working forces, the right to plan, direct and control the operation of the Personal Care Home, the right to introduce new and improved methods, facilities, equipment, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel.
  - (d) The Employer will exercise the aforementioned rights in a fair and non-discriminatory manner.

#### **ARTICLE 6 - NON-DISCRIMINATION**

- 6.01 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 the *Workplace Safety and Health Act***.

The Employer, Union and the employees agree that there shall be no discrimination 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
- gender-determined characteristics
- physical or mental disability
- place of residence
- **gender identity**

as provided by the Manitoba *Human Rights Code*.

- 6.02 The Employer and the Union agree that no form of harassment as defined under the Manitoba *Human Rights Code* **and the *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.
- 6.03 There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in, or participation or non-participation in lawful activities on behalf of the Union.

## **ARTICLE 7 - WORKPLACE SAFETY AND HEALTH**

- 7.01 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 the Employer, employees and the Union.

The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

The Employer has a responsibility to provide to all workers such information, instruction, training, supervision, and facilities to ensure, so far as is reasonably practicable, the safety, health, and welfare at work of all workers in accordance with the *Workplace Safety and Health Act*.

The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit to abide by 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 Safety and Health Committee shall continue for the term of this Agreement. The Committee will consist of three (3) Employer representatives and three (3) Union representatives.

The Local Union President will be notified of vacancies on the Workplace Safety and Health Committee and shall fill the vacancies as quickly as possible subject to the requirements of the Union Bylaws and Constitution. Time spent by Committee members shall be considered time worked. Minutes of meetings shall be taken and posted on the safety and health bulletin board.

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01        Settling of a Grievance - An earnest effort shall be made to settle grievances fairly 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.
- 8.02        For purposes of this Agreement, “grievance” shall mean a dispute between an employee or between a group of employees with a similar grievance against the Employer; or between the Union and the Employer regarding the application, interpretation or alleged violation of this Agreement.
- 8.03        Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.
- 8.04        Upon request, an employee may choose to be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

- 8.05 An employee or Union representative shall request permission from her immediate supervisor outside the bargaining unit to process grievances during her regular paid hours of work. She shall be granted this permission when, in the opinion of her immediate superior outside the bargaining unit, it will not prejudice care or require any staff replacement for her. She shall not suffer loss of salary when engaged in such activities during regular working hours.
- 8.06 Discussion Stage - An employee shall, within ten (10) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with her Department Head outside the bargaining unit, and if the matter is not settled to her satisfaction, the employee may proceed with the grievance herself or elect to be represented by a Union representative. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within ten (10) days of return.
- 8.07 Step 1
- If the dispute is not resolved within the time period specified in 8.06 above, the grievor may, within a further ten (10) days submit the grievance in writing to the Executive Director. A meeting will then be held between the Executive Director or designated representative and the employee within five (5) days. The decision of the Executive Director or the designated representative shall be given in writing within ten (10) days following the meeting.
- 8.08 Step 2
- If the dispute remains unresolved the grievor may, within a further ten (10) days submit the grievance in writing to the Executive Director of the facility for onward transmission to the Provincial Director and the Provincial Director shall reply in writing within ten (10) days of receipt of the written grievance.
- 8.09 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and paid holidays are excluded.
- 8.10 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved employee and/or the Union.
- 8.11 Policy Grievance - The Union may institute a policy grievance if a dispute involving a question of general application or interpretation occurs and affects a group of employees. Such grievance shall be filed at Step 2, provided that it is presented within twenty (20) days after the circumstances giving rise to the grievance having originated or occurred.
- 8.12 All settlement of grievances shall be in writing with copies going to the Local President. The Employer will provide an accessible location for Union correspondence.

8.13 Written Statements

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

8.14 Discharge grievances shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed, in accordance with Article 8.08.

**ARTICLE 9 - ARBITRATION PROCEDURE**

9.01 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 8 within ten (10) days of the date upon which the written reply referred to in Article 8 is received from the Provincial Director or from the Union as the case may be, the matter may then be referred to arbitration as hereinafter set forth by the party initiating the arbitration.

9.02 If mutual agreement is not reached by both parties to choose a single arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in 9.01 above, then the procedure stated below will be followed.

9.03 Either party may submit the matter in dispute to a board of arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) member of the intended board of arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a member and the two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be chairperson.

9.04 Should either party fail to appoint an arbitrator as herein provided, or if any arbitrator thus appointed should fail or be unable to serve and another arbitrator not be appointed in his place by the party who made the original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.

9.05 Should the two (2) appointed arbitrators fail within ten (10) days to agree upon a chairperson, the two (2) arbitrators shall forward a request to the Minister of Labour for Manitoba to select a chairperson.

9.06 It is mutually agreed by both parties to this Agreement that the decision of the arbitrator or the majority decision of the Arbitration Board shall be final and binding upon the Employer, the Union and the employee(s) concerned; however, the arbitrator or the arbitration board shall not be authorized to make any decisions inconsistent with the provisions in this Agreement, or to alter or change

any of its provisions or substitute any new provision in lieu thereof, nor deal with any matter not covered herein. This shall not preclude the Employer or the Union from submitting the award to the courts for judicial review.

- 9.07 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 9.08 In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the arbitrator or Board of Arbitration shall be authorized to rule whether or not the employee(s) concerned shall be reinstated and, in the event of reinstatement, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award, however, any monetary award shall not exceed the difference between salary lost and any sums that may have been received from other employment during the period of the layoff, suspension or discharge.
- 9.09 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the single arbitrator or of the chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.
- 9.10 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and paid holidays are excluded.
- 9.11 Nothing in this Agreement shall preclude an employee or the Union committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.
- 9.12 Employees whose attendance is required by the Employer at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result. Employees whose attendance is required by the Union at arbitration hearings related to the Agreement shall be given permission to be absent from work without pay.

#### **ARTICLE 10 - DISCIPLINE, DEMOTION AND ACCESS TO FILE**

- 10.01 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. The employee may choose to be accompanied at the meeting by a Union representative. In cases of immediate dismissal for just cause and the unavailability of a Union representative at the time of dismissal, the meeting shall occur as soon as reasonably possible after the dismissal.

- 10.02 If the action referred to in clause 10.01 above 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.
- 10.03 In the presence of the Executive Director or designate, an employee is entitled to review such portion of her personnel file as may be used for disciplinary action against her.
- The employee is entitled to respond in writing to any such documentation. Such reply shall be placed in her personnel file.
- 10.04 Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall not be used after a period of twenty-four (24) months, provided that there has been no subsequent discipline during the twenty-four (24) month period.
- 10.05 In the presence of the Executive Director or designate, an employee, upon written request is entitled to review his/her file and to request copies of document from the file at the employee's expense.

#### **ARTICLE 11 - PROBATION**

- 11.01 A newly hired full-time or part-time employee must successfully complete a probationary period of five hundred and twenty (520) hours worked. On or before the expiry of the initial probationary period, the Employer will confirm to the employee the decision to confirm their appointment as having completed their probationary period or extend their probationary period after consulting with the Union.

The discipline, discharge, layoff, or failure to recall after layoff of a probationary employee will not be subject to the grievance arbitration procedure. It is agreed that the probationary period is for the purpose of training employees and to allow the Employer to assess the employee's suitability for continued employment.

Any period of absence for a compensable WCB injury shall not be calculated to be time worked for the purposes of calculating the probationary period. Upon return to work from a WCB injury leave, the probationary employee will be required to complete the necessary probationary hours such that time worked prior to the leave and following the leave will total five hundred and twenty (520) hours.

**ARTICLE 12 - HOURS OF WORK**

- 12.01 Eighty (80) hours shall constitute a biweekly period of work, including meal periods and including rest periods.
- 12.02 A shift shall be eight (8) consecutive hours including two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period to be scheduled by the Employer.
- 12.03 A paid rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.
- 12.04 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Employer and the Union.
- 12.05 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.
- 12.06 Shift Schedules - Except in cases where the Employer and the employee mutually agree, hours of work shall be scheduled as follows:
- (a) Shift schedules for a four (4) week period shall be posted ten (10) days in advance and shall not be altered after posting except in the event of an emergency.
  - (b) Subject to the approval of the Employer, requests for a change in posted work schedules must be submitted in writing and cosigned by the employees willing to exchange days off. It is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims against the Employer by an employee under the terms of this Agreement.  
  
If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this article, then said request and the granting of such will not be a violation of this Agreement.
  - (c) Requests for specific days off shall be made two (2) weeks prior to posting of the schedule and will be granted if reasonably possible.
  - (d) No employee will be scheduled to work more than six (6) consecutive days.
  - (e) Unless the Employer and the employee mutually agree, all employees will be scheduled to work on alternate weekends. It is understood that the

Employer shall not schedule an employee to work two (2) consecutive weekends unless mutually agreed by the Employer and the employee.

- 12.07 A part-time employee is committed to work her regular hours during the summer months except for her period of vacation with pay.
- 12.08 Part-time employees who indicate in writing to the Employer that they wish to work occasional additional shifts shall be assigned such hours based on seniority providing the employee is qualified, able and willing to perform the required work.
- 12.09 An employee who reports for work as scheduled and is sent home because of lack of work shall be paid three (3) hours at her basic rate of pay.**

### **ARTICLE 13 - SENIORITY**

- 13.01 “Seniority” when used in this Agreement shall describe the period of time from the date when the regular employee last entered the service of the Employer to the last time his name appeared on the payroll. Each employee will receive one (1) hour of seniority for each regular paid hour worked. Seniority will be acquired when an employee has completed their probationary period and will be retroactive to the date of last hiring.
- 13.02 All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when she is reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.
- 13.03 In the event of vacancy selection, promotion, demotion, transfer, layoff, reduction of hours, and recall, provided that her qualifications, ability and performance meet the requirement of the position, and are relatively equal, seniority shall be the determining factor.
- 13.04 An employee will lose her seniority and the employment relationship shall be deemed severed if she:
- (a) is absent for three (3) consecutive working days without notice unless a reason satisfactory to the Employer is given and such employee shall be deemed to have quit the employ of the Employer without notice;
  - (b) resigns;
  - (c) is discharged and not reinstated under the grievance or arbitration procedure;

- (d) is laid off for more than twelve (12) consecutive months;
- (e) fails to report for work as scheduled at the end of a leave of absence, vacation, suspension or layoff or as routinely scheduled without a satisfactory explanation;
- (f) is absent from work for 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 in the near future.

13.05 Seniority will continue to accrue if an employee:

- (a) is on any period of Employer paid hours;
- (b) is absent as a result of illness or injury incurred while employed with the Employer for which the employee is compensated by Workers' Compensation for up to twenty-four (24) consecutive months from the date of the first absence from work related to the injury or illness; or
- (c) is on maternity, parental and adoption leave or compassionate care leave.

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

- (a) is on any unpaid leave of absence;
- (b) is absent as a result of illness or injury incurred while employed with the Employer for which the employee is compensated by Workers' Compensation for more than twenty-four (24) consecutive months but not more than thirty (30) consecutive months from the date of the first absence from work related to the injury or illness;
- (c) is laid off for less than twelve (12) consecutive months;
- (d) is on a trial period of an out-of-scope position.

13.07 No employee shall be transferred to a position out of the bargaining unit without her consent. An employee shall have the right to return to a position in the bargaining unit, or if the position no longer exists, to a comparable position as follows:

- (a) within her trial period in the out-of-scope position, which shall be not longer than six (6) months; or
- (b) within the fifty-four (54) weeks or the longer period that was mutually agreed to between the Employer and Union after an employee is temporarily promoted to an out-of-scope position.

An employee temporarily transferred according to the above shall not directly hire, fire or discipline members within the bargaining unit.

- 13.08 The Employer shall furnish to the Union in April of each year a seniority list in hours showing the name, full or part-time status, and the date of hire of all employees coming under the terms of this Agreement.

**ARTICLE 14 - SICK LEAVE**

14.01 Definition

To protect the employee against loss of income where she is legitimately ill, the Employer has agreed that an employee absenting herself on account of personal illness rendering herself unable to perform her regular duties shall be entitled to utilize sick leave credits equal to her normal hourly wage (exclusive of overtime, premiums, etc.) for each day of personal illness that she was scheduled to work, to the extent of her accumulated sick leave credits and subject to the conditions set forth in this article.

- 14.02 After completion of the probationary period, full-time employees shall accumulate one and one-quarter (1¼) days of sick leave credits for each month (173.3 Employer paid hours) to a maximum of one hundred and twenty (120) days.

- 14.03 No employee shall be permitted to accrue or use sick leave credits during her probationary period.

- 14.04 Part-time employees are entitled to utilize sick leave credits only for the base EFT hours they were scheduled to work but were unable to work due to illness. "Scheduled to work" only includes those base EFT hours which are regularly scheduled for the part-time employee. Additional shifts which the part-time employee has agreed to work will not attract entitlement to utilize sick leave credits.

- 14.05 After the completion of the probationary period, part-time employees shall accumulate sick leave credits as follows:

$$\frac{\text{Actual hours worked excluding overtime by part-time employee}}{\text{Full-time hours}} \times \text{Entitlement of full-time employee}$$

- 14.06 Days off and paid holidays which fall within a period of sick leave shall not be considered sick leave or charged against the employee's accumulated sick leave credits.

- 14.07 An employee will not accumulate sick leave credits while on an unpaid leave of absence.
- 14.08 An employee who is unable to report for work due to illness shall inform her supervisor prior to commencement of her next scheduled shift, as follows:
- |                        |                              |
|------------------------|------------------------------|
| Prior to Day Shift     | 1 hour                       |
| Prior to Evening Shift | 3 hours                      |
| Prior to Night Shift   | 3 hours and more if possible |
- 14.09 An employee who fails to give the required notice will not be entitled to utilize sick leave credits for the shifts in question, unless a reason satisfactory to the Employer is given.
- 14.10 Upon return to work, an employee must sign her sick leave form before resuming her work.
- 14.11 An employee shall inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her intended absence may be arranged. Failure to give such notice may result in the employee not being entitled to utilize sick leave credits for the period of absence.
- 14.12 The Employer reserves the right to require a medical examination, medical certificate and/or medical report on a form prescribed by the Employer from a licensed medical practitioner as proof of the validity of any utilization of sick leave credits. Failure to provide such a certificate or report when requested may disqualify an employee from utilizing sick leave credits.
- 14.13 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize sick leave to cover the hospitalization and/or post-hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 14.14 The Union agrees to cooperate with the Employer in controlling the unnecessary use of sick leave credits. Any abuse of sick leave credits will result in disciplinary action.
- 14.15 On request, the Employer will advise an employee verbally or in writing of the amount of unused sick leave to her credit. Any alleged errors in the accumulation will be reviewed by the Employer, and any errors shall be corrected as soon as possible.
- 14.16 Should a medical emergency arise during the employee's scheduled work hours, the Employer shall arrange transportation to the appropriate medical facility should that be required.

- 14.17 The Employer reserves the right to require a medical examination, medical certificate and/or medical report on a form prescribed by the Employer from a licensed medical practitioner as proof of the employee's fitness to continue or resume their duties. Failure to provide such a certificate may result in a refusal of permission for her to continue or resume her duties. The Employer shall reimburse the employee for such medical examination, medical certificate and/or medical report upon producing a receipt.
- 14.18 An employee may utilize sick leave credits to the extent of her accumulation of such credits, with prior approval from the Employer, for medical appointments to a maximum of one (1) day per an appointment. Employees shall provide the Employer with verification of the medical appointment. Employees shall provide at least two (2) weeks' notice to the Employer of a medical appointment that is scheduled during working hours. In the case of an urgent medical appointment, the employee shall provide notice in accordance with Article 14.08.
- 14.19 An employee may apply to utilize up to five (5) days of sick leave credits to the extent of her accumulation of such credits per calendar year for the illness or injury of a spouse, child, parent, grandparent, grandchild, mother-in-law or father-in-law. The Employer reserves the right to require a medical certificate as proof of the validity of this use of sick leave credits.
- 14.20 An employee who becomes injured or ill in the course of performing her duties must report such injury or illness immediately to her immediate supervisor.
- 14.21 An employee unable to work because of a work related injury or illness shall inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board. Compensable claims will be paid directly to the employee by the Workers' Compensation Board.
- 14.22 **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 Manitoba Public Insurance, 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.**

### **ARTICLE 15 - PAID HOLIDAYS**

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

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

If another federal or provincial holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the "float holidays" (as defined in 15.02). It is understood and agreed that there shall be no more than thirteen (13) paid holidays during a calendar year.

15.02 (a) Float Holidays

Full-time employees shall accumulate three (3) float holidays during the course of a year. One (1) float holiday shall be awarded at the end of each of January, May and September. Float holidays shall be taken at a mutually agreeable time between the Employer and the full-time employee at the regular rate of pay.

- (b) Part-time employees shall also be entitled to float holidays, as per Article 15.02(a), on a prorated basis, compared to what a full-time employee would receive.

15.03 A full-time employee required to work and who does work on a general holiday shall be paid at the rate of 1.5 times their basic rate of pay and shall receive one (1) day off at their basic rate of pay. A full-time employee who does not work on the general holiday shall be paid their basic rate of pay for the general holiday.

- 15.04 Part-time employees shall be paid 4.22% of their basic pay in lieu of time off on general holidays. Such general holiday pay shall be calculated on all regular worked hours and shall be included in each regular paycheque.
- 15.05 In addition to the pay specified in Article 15.04, a part-time employee required to work and who does work on a general holiday shall be paid 1.5 times their basic rate of pay for all hours worked on the general holiday.
- 15.06 If a general holiday falls on a full-time employee's vacation, the employee's vacation will be lengthened by one (1) day, and the employee will be paid their basic rate of pay for the general holiday.
- 15.07 If a general holiday falls on a day on which an employee is utilizing sick leave credits, the day shall be paid as a general holiday and not be charged against the employee's sick leave credits.
- 15.08 The Employer will attempt to assign time off equitably over Christmas or New Year's.
- 15.09 Full-time employees shall be allowed to bank up to **five (5)** general **and/or float** holidays as defined in 15.01 for their future use. Any such days in excess of the **five (5)** days shall either be taken at a time mutually agreed to by the Employer and the employee or, failing such agreement, the excess days will be either paid out or scheduled by the Employer.
- To utilize such days, requests shall be submitted in writing at least seven (7) days in advance and are subject to operational requirements.**

#### **ARTICLE 16 - OVERTIME**

- 16.01 Overtime shall be authorized work performed in excess of eight (8) hours per day or eighty (80) hours in a biweekly pay period. However, that time not exceeding thirty (30) minutes per day in excess of the regularly scheduled shift that is necessary to finish assigned work on an irregular basis shall be deemed "tag end" and shall not be counted as overtime.
- 16.02 (a) Employees shall receive one and one-half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day;
- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours of such overtime in any one (1) day;

- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic rate of pay.
- 16.03 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off **at applicable rates of pay.**
- 16.04 **For shifts worked when time switches from central standard time to daylight savings time; 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.**
- 16.05 Time worked as a result of the time changeover from Daylight Saving Time to Central Standard Time and vice-versa shall be paid at the rate of straight time for actual hours worked.
- 16.06 Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work
- 16.07 An employee required to work overtime for a period in excess of two (2) hours, immediately following his or her regular hours of work, shall be supplied with a meal or a meal ticket.
- 16.08 Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work and who put their name forward on an overtime list for the benefit of the Employer. No employee shall be required to work overtime against her wishes, unless it is required for the safe operation of the home or in the event of a disaster or an emergency.
- 16.09 There shall be no pyramiding of payments or benefits.

#### **ARTICLE 17 - ANNUAL VACATIONS**

- 17.01 The vacation year shall be April 11 to April 10 of the following year (the "vacation year"). Vacation earned in any vacation year shall be taken in the subsequent vacation year.

17.02 **An employee who has completed one (1) year of continuous service as at April 30<sup>th</sup> shall be granted fifteen (15) 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) 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) 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) days' vacation at her regular rate of pay.**

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

17.04 **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 the 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.**

- 17.05 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. 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.
- 17.06 No vacation shall be granted from December 20 to January 2 to accommodate scheduling over the holiday period except for requests in cases of extenuating circumstances subject to operational requirements.
- 17.07 No vacation benefits will be earned during periods of unpaid leave of absence.
- 17.08 Once set, vacation dates shall not be changed unless mutually agreed upon by the employee and the Employer.
- 17.09 Vacation Schedules

Projected vacation entitlement shall be posted by February 15<sup>th</sup> of each year along with the vacation request sheets. Employees shall indicate their vacation preferences by March 15<sup>th</sup>. Vacation requests will be reviewed by management and will be awarded on a rotating basis and in accordance with the normal operating requirements of the Home. When more than one (1) employee applies for the same period of vacation, the vacation request will be awarded to the most senior employees on a rotating basis.

Approved vacation schedules based on requests received March 15<sup>th</sup> shall be posted on April 11<sup>th</sup> of each year for the entire vacation year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation requests received after March 15<sup>th</sup> shall be granted on a first come, first served basis and shall be responded to within two (2) weeks after the posting of

the approved vacation schedule, or within two (2) weeks of receipt of the request, whichever comes later.

Any remaining vacation entitlement that has not been requested by January 2<sup>nd</sup> shall be scheduled by the Employer prior to the end of the current vacation year. In all granting of vacations, the proper, safe and efficient operating requirements of the Home shall be given first consideration.

- 17.10 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, three (3) weeks in advance.
- 17.11 Employees shall not waive vacation and draw double pay. Employees must use their full vacation entitlement in the vacation year subsequent to which it was earned.
- 17.12 An employee:
- (a) who is absent from employment which is covered by LTD, WCB or MPI; and
  - (b) 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 employee will 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 payout the vacation.**

#### **ARTICLE 18 - LEAVES OF ABSENCE**

- 18.01 The employee will be required to submit a written request for any leave of absence referred to in this Agreement. These requests will specify the reason for the leave and the proposed date of departure and return to work and will be considered on an individual basis and may be allowed at the sole discretion of the Employer unless otherwise indicated in this Agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance.
- 18.02 Employees having a determined date of return to work shall reconfirm their return to work with the Employer at least two (2) weeks in advance.
- 18.03 During a leave of absence, the employee must notify the Employer of any material changes that would affect the employee's entitlement to the leave of

absence. In addition, an employee must provide the Employer with their contact information for the entire period of their leave of absence.

18.04 Maternity Leave

- (a) An employee shall be granted up to seventeen (17) weeks of maternity leave without pay.
- (b) An employee must give not less than four (4) weeks' notice of the date that she will start her maternity leave.
- (c) The Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health becomes incompatible with the requirements of her job.
- (d) Prior to returning to work early, the employee must give the Employer two (2) weeks' advance notice of the date when she is ready to resume work, and the Employer will try to put her on the next duty roster at her former classification.
- (e) The employee must have completed six (6) months of continuous employment in the Personal Care Home prior to the intended date of the leave unless otherwise agreed by the Employer.

18.05 Parental/Adoption Leave

An employee qualifies for up to thirty-seven (37) weeks' unpaid leave if:

- (a) you become a mother or father as a result of the birth or adoption of a child;
- (b) you have worked for the same Employer for at least six (6) consecutive months; and
- (c) you apply in writing to your Employer at least four (4) weeks before you intend to start your parental leave.

18.06 Bereavement Leave

- (a) Upon request, a leave of absence with pay for up to four (4) regularly scheduled working days, up to and including the day after the funeral (not including vacation, paid statutory holidays or sick leave), shall be granted to an employee in the event of the death of immediate family.

Where the burial occurs outside the province, such leave shall also include reasonable traveling time not to exceed an additional two (2) days.

Immediate family shall be defined as parent, stepparent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same-sex partner, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild.

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

- (b) Paid time up to a maximum of eight (8) regularly scheduled hours shall be granted to an employee to attend a funeral as a pallbearer or the funeral of someone with whom the employee had a close relationship. Such requests must be submitted in writing the day before. Approval of such leave shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.

18.07 If a death of a family member as outlined in current 18.06 (a) occurs, the Employer agrees to grant an employee an unpaid leave of absence in the event the death occurs overseas, subject to the following conditions:

- (a) the leave would be for a maximum of twenty-one (21) days; additional leave would be approved at the sole discretion of the Employer;
- (b) the employee is travelling overseas to attend the funeral and/or resolve estate issues;
- (c) the leave of absence would not create any unreasonable operational difficulties for the facility;
- (d) the inability of the Employer to grant such leaves at any time would not be subject to the grievance procedure.

18.08 Union Leave

Upon request, necessary days of paid leave will be granted to up to three (3) designated Union representatives to negotiate with the Employer.

- (a) on at least two (2) weeks' notice (or more if reasonably possible) an employee elected or appointed to represent the Union at a convention shall be granted necessary leave of absence, provided that unless mutually agreed, not more than two (2) employees are absent at the same time. The Employer will continue to pay the employee, subject to total recovery of payroll from the Union.

18.09 With the exception of bereavement, compassionate care, Union, parental/ adoption and maternity leaves of absence, a leave of absence will not be granted between July 1<sup>st</sup> and September 1<sup>st</sup> nor between December 20<sup>th</sup> and January 2<sup>nd</sup>, unless mutually agreed otherwise.

18.10 Family Leave

The Employer agrees to grant an unpaid leave of absence for up to one (1) year in the event of a family emergency. This would apply to employees who have at least five (5) years of service or more.

18.11 Jury or Witness Leave

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive a leave of absence at his/her basic rate of pay and remit to the Employer any payment received except reimbursement of expenses.

Application of this clause will be in a fair and reasonable manner.

18.12 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, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration;
- (d) 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 required the care or support of one (1) or more family members.
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.

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 a conjugal relationship of 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 *Employment Standards Code*.
- (f) Unless the employee and the Employer otherwise mutually agree, an employee may end her or his compassionate care leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice of her or his expected return. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternative 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 18.06.

18.13

In the event that there is conflict between the *Employment Standards Code* and this article, the *Employment Standards Code* shall prevail.

18.14 Education Leave

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

**ARTICLE 19 - NOTICE OF TERMINATION OF EMPLOYMENT**

19.01 Notice of termination of employment (including the non-provision of notice) by either the Employer or the employee shall be in accordance with Division 10 of the *Employment Standards Code*.

**ARTICLE 20 - UNION MANAGEMENT COMMITTEE**

20.01 The Employer and the Union shall each appoint up to three (3) persons to be the Union Management Committee. The Committee so formed shall meet at the call of either group upon at least five (5) days' notice for the purpose of discussing Employer and employee relations, workload and other matters of mutual concern. Minutes shall be kept of all meetings and a copy distributed to committee members.

**ARTICLE 21 - LAYOFF AND RECALL**

21.01 When a reduction in the working force occurs, or where a reduction in hours is necessary, employees will be laid off or have their hours reduced 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 for layoff shall be as follows:

- (a) to a probationary employee - 2 weeks' notice;
- (b) to part-time and full-time employees - 4 weeks' notice.

Notice for reduction of hours shall be as follows:

- (a) to a probationary employee - 2 weeks' notice;
- (b) to part-time employees - 2 weeks' notice;

- (c) to full-time employees - 4 weeks' notice.
- 21.03 No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they are qualified, competent and willing to perform the required work. To be eligible for recall, the employees must file with the Employer, at the time of layoff, their names and current addresses, and notify the Employer thereafter of any change of address.
- 21.04 Notice of recall shall be delivered or sent by registered mail.
- 21.05 Employees shall be recalled in seniority order provided they are qualified, competent and willing to perform the required work.
- 21.06 The employee on layoff must notify the Employer within forty-eight (48) hours of receipt of the notice of recall whether she will be available to begin work at a time designated by the Employer, not to be less than seven (7) calendar days after the date of the notice of recall. If the employee on layoff is otherwise employed at the time of notice of recall, fourteen (14) calendar days will be allowed, if required, prior to their being available to return to work with the Employer. Failure to notify as above shall result in the employee being placed last on the recall list.
- 21.07 An employee on the recall list who accepts recall to work and who fails to report for duty as scheduled without reason satisfactory to the Employer shall have her employment terminated.
- 21.08 The right of a person 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 Article 21.07; 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.
- 21.09 In the event of a deletion of an occupied position, or reduction of hours, as much notice as reasonably possible shall be given to the incumbent who will be entitled to exercise her seniority rights, subject to her ability, performance and qualifications, to displace any employee in a position of equal or lower classification. Any employee thus displaced shall also be entitled to exercise her seniority rights.

## ARTICLE 22 - VACANCIES AND NEW POSITIONS

22.01 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.

Only the original notice of the vacancy or new position will be required to be posted for seven (7) days. All subsequent vacancies resulting from the original vacancy or new position shall be posted for five (5) days.

22.02 The Employer shall be entitled to fill any new position or vacancy on a temporary basis during the period of posting and until the new position is filled.

22.03 Preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant or new position, provided that the employee's qualifications, ability and performance meet the requirement of the position. Where two (2) or more applicants meet the requirements of the posted position, and where they are relatively equal, seniority shall be the determining factor.

22.04 The successful applicant for a posted position shall be placed on trial for a period of three (3) months or extension thereof. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of three (3) months or extension thereof. In the event the successful applicant proves unsatisfactory in the position, or if the employee finds herself unable to perform the duties of the new position during the trial period, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

22.05 Term Position

Where a position becomes available, the Employer shall post such vacancy for seven (7) consecutive days. All employees may apply for this position.

If an employee, other than a casual employee is the successful candidate for the term position, their previous position will be held for them until their term position is completed. While in the term position, their position will be available to another employee on a term position basis. When the original employee completes the term position they will return to their original permanent positions.

An employee who has been awarded a term position must honour the length of that position (even an indefinite term) unless moving to a permanent position or a term position with increased EFT hours. Any employee, other than a casual employee who moves from one (1) term position to another will revert to their

original permanent position at the expiry of the last term position that they occupied.

**ARTICLE 23 - RATES OF PAY**

23.01 Attached hereto and forming part of this Agreement is Schedule “A” relating to rates of pay.

23.02 In addition to the agreed rates of pay set forth in Schedule “A”, wages and benefits may be increased across the board to all employees at the Employer’s discretion.

23.03 Full-time and part-time employees within their position classifications will progress from the “start rate” to the “one year rate” and so on, on the basis of two thousand and eighty (2,080) hours worked.

The Employer will recognize recent and relevant experience for new hires provided that no more than five (5) years have elapsed since the experience was obtained, on the basis of one (1) annual increment for each one (1) year of service up to a maximum of the wage grid. One (1) year service is recognized on the basis of two thousand and eighty (2,080) hours worked.

Part-time service shall be recognized on the basis of two thousand and eighty (2,080) hours worked in previous employment equal to one (1) year of service.

It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience within thirty (30) days of hire in order to be considered for salary increment, and if she fails do to so she shall not be entitled to any adjustment.

23.04 Rates of Pay

Charleswood Care Centre works on the hourly system. One (1) complete year is two thousand and eighty (2,080) hours worked.

Start rate	0 - 2,080 hours
Year 1 rate	2,081 - 4,160 hours
Year 2 rate	4,161 - 6,240 hours
Year 3 rate	6,241 - or more hours

23.05 Salary increases will be implemented at the beginning of the next pay period following the date on which the employee attained the required hours.

23.06 Employees shall be paid biweekly by direct deposit.

- 23.07 In the event of an Employer error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in the employee being underpaid by more than one (1) day's pay, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

#### **ARTICLE 24 - DURATION**

- 24.01 This Agreement shall be in full force and in effect from the 1<sup>st</sup> day of October 2015 up to and including the date of September 30<sup>th</sup>, 2019.
- 24.02 Either party desiring to terminate this Agreement or renew, or amend this Agreement shall give notice to the other party in writing within ninety (90) days prior to the expiration date. If such notice is not given, this Agreement shall continue automatically thereafter in annual periods of one (1) year until such notice is given.
- 24.03 During discussions or negotiations following the giving of any notice to terminate, renew or amend this Agreement, this Agreement shall remain in effect until such time as the discussions or negotiations terminate and thereupon this Agreement shall forthwith terminate unless extended by mutual agreement of the parties.

#### **ARTICLE 25 - MISCELLANEOUS**

- 25.01 If an employee's glasses or personal belongings (including watches, dentures, medic alert bracelet, hearing aides and other medical devices and excluding uniforms and jewellery) are damaged as a direct result of performing their duties, the Employer agrees to make reasonable compensation following proper documentation of the incident. The validity of such compensation payment will be determined exclusively by the Employer. Such decision is not subject to the grievance procedure.
- 25.02 Participation in the Dental Plan (the Manulife Plan or an equivalent plan offered by another carrier) is mandatory, unless waived by proof of comparable coverage. The Employer agrees to pay fifty percent (50%) of the biweekly premium for full-time employees who have completed their probationary period. Part-time employees shall pay a prorated cost based on hours worked in the prior month. The Employer shall be entitled to deduct the difference between the Employer's contribution and the total premium from the employee's pay.
- 25.03 The Retirement Plan will be a group RRSP vehicle with defined contributions by the Employer and the employees.

The contribution formula for both Employer and employee contributions is up to five percent (5%) of earnings. The Retirement Plan will be available to part-time employees and new hires will be eligible after successfully completing their probation.

The employee may make additional personal contributions to the Retirement Plan beyond five percent (5%) after the successful completion of their probationary period. Additional contributions made by the employee will not be matched by the Employer.

25.04 The Employer agrees to pay one hundred percent (100%) of the cost of a group life insurance policy for all employees to a maximum of thirty-five thousand dollars (\$35,000).

25.05 Uniform Allowance

The Employer shall provide each employee with a uniform allowance of **nine** cents (**09¢**) per hour for all hours worked.

25.06 The parties shall participate in the Long-term Disability (LTD) Plan according to the terms and conditions of the Employer's insurance carrier. Participation is mandatory.

The employee will have a deduction of one percent (1%) of gross earnings from each biweekly paycheque, and the Employer will pay the balance of the LTD premium cost as established by the insurance carrier.

25.07 Participation in the Extended Health Care Plan (the Manulife Plan or an equivalent plan offered by another carrier) is mandatory unless waived by proof of comparable coverage. Employees shall be eligible after the completion of their probationary period. Contributions to premiums are fifty percent (50%) employee paid and fifty percent (50%) Employer paid. The Employer shall be entitled to deduct the premiums from the employees' pay.

Benefits will include, effective date of ratification, vision care of two hundred fifty dollars (\$250) every twenty-four (24) months for the purchase of glasses or contact lenses and a drug card for prescriptions will be provided.

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

25.09 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.

### ARTICLE 26 - REHABILITATION AIDE

- 26.01 It is agreed that should a rehabilitation aide have to perform work of a health care aide, he/she will be paid at the current rate of pay for a rehabilitation aide.

### ARTICLE 27 - COST OF PRINTING

- 27.01 Cost of printing Collective Agreement to be shared by the Employer and Local Union on a 50/50 basis.

### ARTICLE 28 - RETIREMENT BONUS

- 28.01 Employees retiring at age fifty-five (55) who have over ten (10) years of continuous services shall receive a retirement bonus of twenty-five (25) days' pay based on their rate of pay at the time of retirement.

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

### ARTICLE 29 - SHIFT AND WEEKEND PREMIUM

- 29.01 Evening Shift

When an employee works a shift where the majority of such shift falls between 1515 hours and 2315 hours daily, an evening shift premium of one dollar (\$1.00) per hour shall be paid for all hours worked.

Night Shift

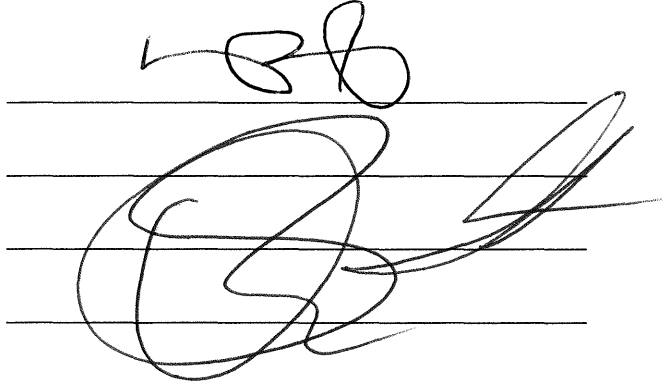
When an employee works a shift where the majority of such shift falls between 2315 hours and 0715 hours daily, a night shift premium of one dollar and **ninety** cents (**\$1.90**) per hour shall be paid **effective July 1, 2017**, for all hours worked.

Weekend Shift

When an employee works a shift where the majority of such shift falls between 2315 hours Friday and 2315 hours Sunday, a weekend shift premium of one dollar and **fifty** cents (**\$1.50**) per hour shall be paid **effective July 1, 2017**, for all hours worked.

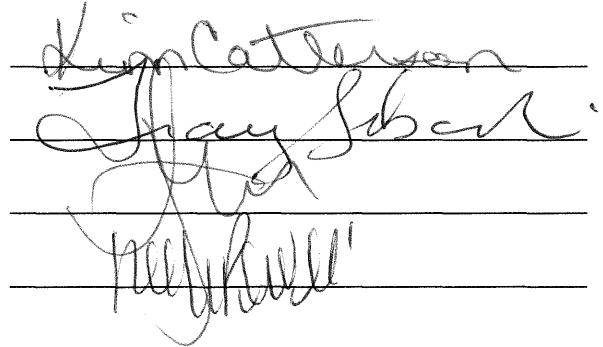
Dated at Winnipeg, Manitoba, this 19 day of August, 2016.

**FOR:  
CHARLESWOOD CARE CENTRE**



A large, stylized handwritten signature in black ink, written over four horizontal lines. The signature is highly cursive and loops around itself.

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4281**



Three handwritten signatures in black ink, written over four horizontal lines. The signatures are cursive and appear to be: 'Karin Catterman', 'Hay Sobek', and 'Merrill'.

RP/mh/cope 491  
Aug-14-16

**SCHEDULE "A" - WAGES  
REVERA LONG TERM CARE INC.  
(o/a CHARLESWOOD CARE CENTRE)  
OCTOBER 1, 2015 TO SEPTEMBER 30, 2019**

<b>Classification</b>	<b>Step</b>	<b>Oct. 1, 2015 (2%)</b>	<b>Oct. 1, 2016 (2%)</b>	<b>Oct. 1, 2017 (2%)</b>	<b>Oct. 1, 2018 (1.5%)</b>	<b>April 1, 2019 (1%)</b>
<b>Cook #1</b>	<i>Start</i>	\$17.62	\$17.97	\$18.33	\$18.60	\$18.79
	Year 1	19.15	19.53	19.92	20.22	20.42
	Year 2	19.64	20.03	20.43	20.74	20.95
	Year 3	20.18	20.58	20.99	21.30	21.51
<b>Cook #2</b>	<i>Start</i>	\$16.05	\$16.37	\$16.70	\$16.95	\$17.12
	Year 1	17.44	17.79	18.15	18.42	18.60
	Year 2	17.91	18.27	18.64	18.92	19.11
	Year 3	18.42	18.79	19.17	19.46	19.65
<b>Rehab Aide</b>	<i>Start</i>	\$17.10	\$17.44	\$17.79	\$18.06	\$18.24
	Year 1	18.63	19.00	19.38	19.67	19.87
	Year 2	19.07	19.45	19.84	20.14	20.34
	Year 3	19.52	19.91	20.31	20.61	20.82
<b>Trained HCA</b>	<i>Start</i>	\$16.64	\$16.97	\$17.31	\$17.57	\$17.75
	Year 1	18.32	18.69	19.06	19.35	19.54
	Year 2	18.83	19.21	19.59	19.88	20.08
	Year 3	19.31	19.70	20.09	20.39	20.59
<b>Trained Recreation Facilitator</b>	<i>Start</i>	\$16.64	\$16.97	\$17.31	\$17.57	\$17.75
	Year 1	18.33	18.70	19.07	19.36	19.55
	Year 2	18.83	19.21	19.59	19.88	20.08
	Year 3	19.31	19.70	20.09	20.39	20.59
<b>Dietary, Dishwashing, Housekeeping, and Laundry</b>	<i>Start</i>	\$13.31	\$13.58	\$13.85	\$14.06	\$14.20
	Year 1	15.52	15.83	16.15	16.39	16.55
	Year 2	15.94	16.26	16.59	16.84	17.01
	Year 3	16.36	16.69	17.02	17.28	17.45

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC.  
(o/a CHARLESWOOD CARE CENTRE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4281**

**RE: DURATION AND PROVISIONS**

It is understood and agreed between the parties hereto that for the duration of the Agreement dated October 1, 2015 to September 30, 2019:

Without in any way obligating the Employer to provide any of the following, the Employer shall be entitled to provide, establish and vary prices of, and cancel provisions of, at any time and from time to time any of the following:

- 1. Parking
- 2. Meals
- 3. Vending machines
- 4. Other food and beverages
- 5. Lockers

Dated at Winnipeg, Manitoba, this 19 day of August, 2016.

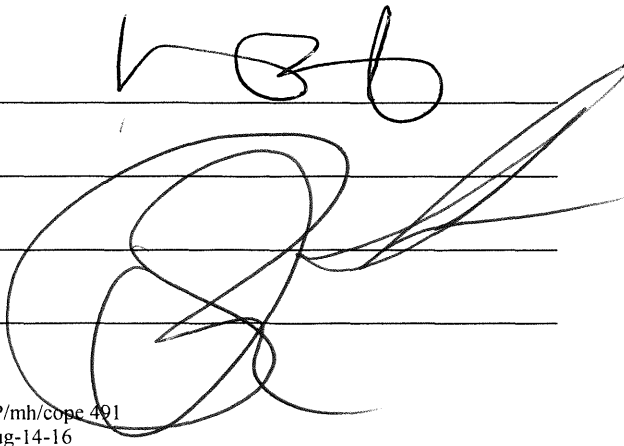
**FOR:  
CHARLESWOOD CARE CENTRE**

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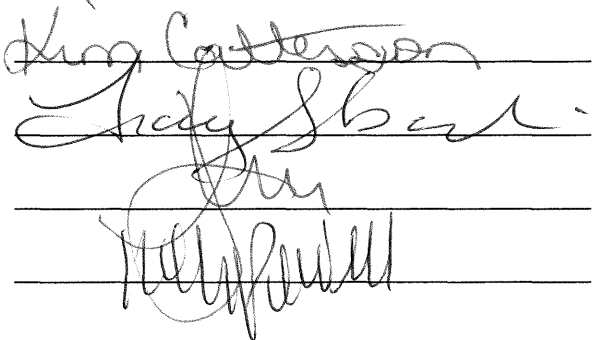
**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4281**

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC.  
(o/a CHARLESWOOD CARE CENTRE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4281**

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**RE: VIOLENCE IN THE WORKPLACE**

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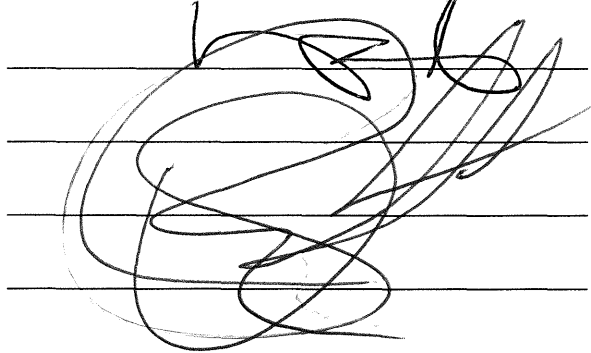
The parties hereby agree as follows:

1. The Employer has a responsibility to provide a safe workplace and to take both remedial and preventative 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; and
  - (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 preventative 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-home team or by contacting the police.
6. Employees coming in contact with potentially abusive/aggressive behaviour will be trained in security or self-protection.

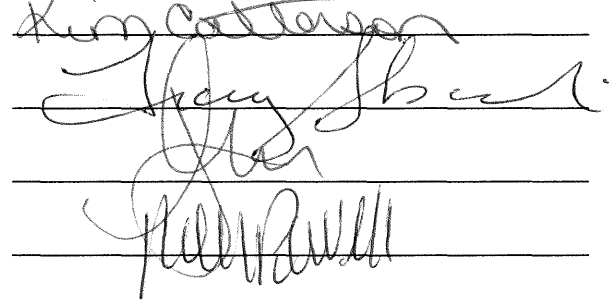
- 7. **The Employer will provide in-service training on dealing with violent residents and will endeavour to provide information on residents with a history of abusive behaviour. The employee shall keep current of residents' care plan in order to familiarize themselves with any changes in the residents' care plan.**

Dated at Winnipeg, Manitoba, this 19 day of August, 2016.

**FOR:  
CHARLESWOOD CARE CENTRE**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4281**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC.  
(o/a CHARLESWOOD CARE CENTRE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4281**

**RE: WORKING SHORT**

The parties agree to strike a committee not later than sixty (60) days from ratification that will meet as needed and as mutually agreed for the purpose of discussing working short prioritization in the workplace and to endeavor to solve issues relating to working short staffed.

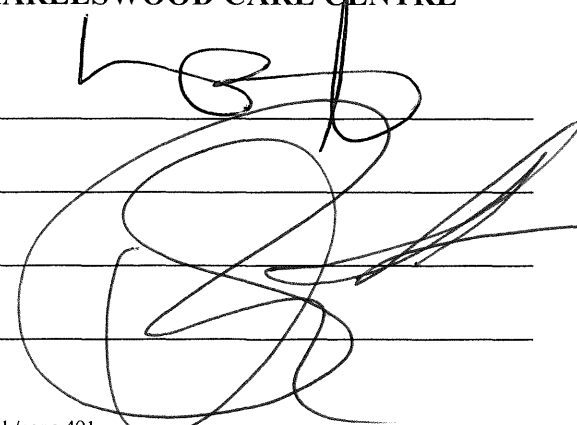
There shall be no more than three (3) representatives from each of the Union and the Employer.

The committee may make recommendations to the Union or to the Employer with respect to its discussions and conclusions.

The committee does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions.

Dated at Winnipeg, Manitoba, this 19 day of August, 2016.

**FOR:  
CHARLESWOOD CARE CENTRE**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4281**

