



**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2421**

**- AND -**

**REVERA LONG TERM CARE INC.  
(OPERATING AS HERITAGE LODGE)**

***TERM OF AGREEMENT:***

***DECEMBER 1, 2015 TO NOVEMBER 30, 2019***

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This Agreement made as of the 27 day of October, 2016.

BETWEEN:

REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE  
*(hereinafter referred to as the "Employer")*

OF THE FIRST PART,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2421  
*(hereinafter referred to as the "Union")*

OF THE SECOND PART

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care and to recognize that the first consideration is the welfare of the Residents of the Home; and to maintain harmonious relations between the Employer and the members of the Union;

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

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

**ARTICLE 1 - SCOPE OF RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit defined in Manitoba Labour Board Certificate No. 6043 amended January 30, 2003.
- 1.02 No employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Agreement.

**ARTICLE 2 - DURATION**

- 2.01 (a) This Agreement shall be in full force and effective from December 1, 2015 to November 30, 2019.

- (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:
  - (i) A new Agreement has been reached; or
  - (ii) The date on which the Union takes strike action after having given the Employer at least seventy-two (72) hours' notice of such projected action or the Employer institutes a lockout after having given the Union at least seventy-two (72) hours' notice of such projected action, whichever occurs first.

- 2.02 Should either party to this Agreement desire to amend this Agreement or negotiate a new Agreement, said party shall give notice to the other party in writing at least thirty (30) days prior to expiration date of this Agreement.
- 2.03 The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new Agreement, or until the declaration of a strike or lockout, whichever occurs first.
- 2.04 Neither full-time nor part-time employees who have terminated their employment, prior to the signing date of this Agreement, shall be entitled to any retroactive wage or benefit adjustments.

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.

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

**ARTICLE 3 - DEFINITIONS**

- 3.01 "Employee" is one who is employed by the Employer in one of the occupational classifications described in Schedule "A" attached hereto and forming part of this Agreement.
- 3.02 A "full-time employee" is one who works the full prescribed hours of work as specified in Article 12 (Hours of Work) (2,080 hours per year).
- 3.03 A "part-time employee" is one who works on a regular and continuous basis for less than the full-time prescribed hours as specified in Article 11 (Hours of Work).

- 3.04 A “temporary employee” is one who is employed for a specific period or until completion of a particular project of a maximum duration of one year. No employee shall be laid off and recalled for the purpose of, extending the period of “temporary” employment. Should a temporary employee become permanent full-time without a break in service, her services will be connected for seniority purposes.
- 3.05 “Biweekly period” as used herein shall mean the two (2) weeks constituting a pay period.
- 3.06 “Weekend” shall mean Saturday and Sunday.
- 3.07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 3.08 The term “Employer” shall mean Revera Long Term Care Inc., operating as Heritage Lodge.
- 3.09 The term “Union” shall mean the Canadian Union of Public Employees, Local 2421.

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

- 4.01 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 at Heritage Lodge and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time, to be observed by its employees and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer shall post any rules, regulations, policies and practices or change thereto on the bulletin board and will send a courtesy copy to the Union.
  - (b) To hire, discharge, transfer within the 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 who has completed her probationary period 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 Home, the right to introduce new and improved methods, facilities, equipment, combining or splitting up the department, work schedule, the number of employees required for the Employer's purposes and the increase or reduction of personnel.
- (d) To establish the standards of volume, the level and quality of work performance and if necessary, to subcontract work to meet the requirements of the Home.

4.02 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 5 - UNION SECURITY**

- 5.01 All employees in the categories defined in Manitoba Labour Board Certificate No. 6043 shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. New employees in said categories shall become members of the Union after having successfully completed the probationary period or any extension thereof, as outlined in Article 16 (Probationary Period) hereof.
- 5.02 The Employer agrees to deduct the amount of dues as determined by the Union on a biweekly basis from the salaries of each and every employee covered by this Agreement.
- 5.03 When an employee makes known to the Employer or the Union that he or 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 the *Labour Relations Act* of Manitoba.
- 5.04 The deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union within four (4) weeks accompanied by a list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 5.05 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. However, such changes shall not be more than once during the term of this Agreement.

- 5.06 In consideration of the foregoing clauses, the Union shall indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and the cost thereof, and from any form of liability as a result of such deductions of Union dues as aforesaid, and the Union will refund direct to all employees from whom wrongful deduction was made.
- 5.07 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

#### **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Union agrees to exchange with the Employer a current list of officers, authorized representatives and shop stewards. The Union shall notify the Employer of any change of officers, authorized representatives and/or shop stewards within seven (7) days of such changes being made.
- 6.02 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.
- 6.03 Union representatives will be granted necessary time off with basic pay to meet with the Employer for the purpose of conducting negotiations, subject to a maximum cost to the Employer of maintaining salaries for two (2) employee(s) so engaged.
- 6.04 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where she has received the permission of the Executive Director or designate. Such permission will not be unreasonably withheld.
- 6.05 The Union acknowledges that Union representatives have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances without first obtaining the permission of her immediate supervisor outside the bargaining unit. Such permission will not be unreasonably withheld. No employee who is a Union representative shall lose any wages or benefits provided under the terms of this Agreement for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article 9 (Grievance Procedure) hereof.
- 6.06 The Union will provide the Employer with sufficient copies of the Agreement or pay the cost of producing same and one (1) copy will be made available to each employee at the time of hiring.

- 6.07 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate.
- 6.08 A representative of the Local Union shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees.
- 6.09 The Employer agrees that the Union may use its notice board to post thereon notices relating to Union matters. Such materials shall be submitted to the Executive Director or designate before posting. No notice will be posted without the signature of the Executive Director or designate.
- 6.10 The Employer agrees to notify the President of the Local when employees have died, retired or resigned.

#### **ARTICLE 7 - NON-DISCRIMINATION**

- 7.01 The Employer and the Union jointly affirm that every employee is entitled to a workplace which is free from discrimination and harassment as defined under the Manitoba *Human Rights Code* **and** *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 or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- **gender identity**

as provided by the Manitoba *Human Rights Code*.

- 7.02 The Employer and the Union agree that no form of harassment as defined under the Manitoba *Human Rights Code* and *Workplace Safety and Health Act* will 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.
- 7.03 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.
- 7.04 Employer shall allow Union general meetings on the premises, providing there is no disruption to the Employer's business; space used will be designated by the Employer, the date and time of meeting will be discussed with the Executive Director or designate prior to confirmation of same, and the procedure for postings will be as per Article 21.01 (Posting and Vacancies).

#### **ARTICLE 8 - EMERGENCY AND DISASTER**

- 8.01 In any emergency or disaster, which imposes an unusual threat to the safety or well-being of Residents, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.
- 8.02 Compensation during the emergency shall be as follows:
- (a) One and one-half (1½) times the employee's regular rate of pay for the first three (3) hours of overtime worked in any one (1) day;
  - (b) Two (2) times the employee's regular rate of pay for hours worked in excess of three (3) hours overtime in any one (1) day; and
  - (c) The Employer shall provide meals.
- 8.03 The above clause 8.01 and 8.02 are subject to the *Labour Relations Act* of Manitoba.
- 8.04 Disaster or fire plans brought into effect by emergency (or drill required by a Government Authority) shall also override the provisions of this Agreement provided that where overtime is worked by reason of a disaster drill, equivalent time off will be granted or payment of wages at the regular rate will be paid.
- 8.05 The Employer may switch days off to accommodate an emergency situation. An emergency situation is defined to include epidemic, fire, flood, or Act of God.

- 8.06 If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or due to road closures as declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed; however, upon written request, the absent employee shall be permitted to use banked time in lieu of overtime, banked statutory holiday, or vacation time to replace the missed time.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.
- 9.02 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.
- 9.03 An employee may be accompanied by or represented by a Union representative at any state of the grievance procedure.
- 9.04 An employee or Union representative shall request permission from her immediate supervisor outside the bargaining unit to leave her duties in order to process grievances; she shall report to her immediate supervisor outside the bargaining unit upon her return. She shall be granted this permission when, in the opinion of her immediate supervisor outside the bargaining unit, it will not prejudice care or require any staff replacement in either area. She shall not suffer loss of salary when engaged in such activities during regular working hours.
- 9.05 Discussion Stage
- Within five (5) days of the occurrence of the grievance or the time that the occurrence ought to be known, the employee shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit.
- If the matter is not settled to the employee's satisfaction the employee may proceed with the grievance herself or elect to be represented by a Union representative by referring the matter to the Executive Director or designate at Step One within five (5) days of the supervisor's response.
- 9.06 Step One
- The Executive Director or designate shall respond in writing within (10) days from receipt of the grievance. Failing resolution, the grievor and/or the Union representative with the approval of the grievor, may refer the matter to the

Provincial Director or designate within five (5) days from the response of the Executive Director or designate, or failing a response within five (5) days from the time at which the response was due.

9.07

Step Two

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

9.08

A grievance by the Employer shall commence by notice to the Union within five (5) days of the occurrence or the time the occurrence ought to be known. Such submission shall be deemed to be at Step Two. The Union shall respond in writing within ten (10) days from receipt of submission of the grievance. Failing resolution, the Employer may refer the matter in writing to arbitration, as provided in Article 10, within seven (7) days from the response, or the time at which the response was due.

9.09

For purposes of determining the length of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

9.10

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 Union.

9.11

Subject to the provision of Article 9.08 above and to Section 121(2) of the *Labour Relations Act* of Manitoba, failure of the employee/Union to comply with any of the time limits specified in this Article may result in the grievance being deemed abandoned, without prejudice.

9.12

An employee who has completed her probationary period claiming to have been discharged or suspended without just cause shall submit the grievance within seven (7) calendar days of the grievance giving rise to such matter directly to the Executive Director or designate.

9.13

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, the clause or clauses said to be violated and the remedies sought.

**ARTICLE 10 - ARBITRATION PROCEDURE**

- 10.01 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 9 (Grievance Procedure), the matter may then be referred to arbitration as hereinafter set forth.
- 10.02 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 above, then the procedure stated below will be followed. If the parties agree to proceed by way of sole arbitrator, the sole arbitrator shall have all of the powers of a tripartite board.
- 10.03 Either party may submit the matter in dispute to a board of arbitration by giving notice to the other party within a further ten (10) days and by appointing in that notice one (1) member of the intended board of arbitration. The other party to the dispute shall, within ten (10) 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.
- 10.04 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.
- 10.05 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.
- 10.06 It is mutually agreed by both parties to this Collective Agreement that the decision of the majority of the Board of Arbitration, or the decision of the Chairperson in the absence of a majority decision or in the case of a sole arbitration, shall be final and binding upon the Employer, the Union and the employee(s) concerned. The arbitrator or the Arbitration Board shall not be authorized to amend or alter the Collective Agreement or make any decisions inconsistent with the provisions in this Collective Agreement.
- 10.07 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence to make representations.
- 10.08 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 arbitrator or of the chairperson of the arbitration board shall be borne by the parties hereto in equal shares.

- 10.09 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 10.10 Nothing in this Collective 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.
- 10.11 Disagreement on Decision
- Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene.
- 10.12 The time limits in the arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 10.13 In the event of a grievance alleging unjust layoff, suspension or discharge, being referred to arbitration, the arbitrator or Arbitration Board shall be authorized to rule whether or not the employee(s) concerned shall be reinstated and if it wishes to make an award, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award.
- However, any such monetary award shall not exceed the difference between salary lost and any sums that may have been received from other employment or employment insurance during the period of layoff, suspension or discharge.

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

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

Regular paid hours of work for all full-time employees will be:

- (a) eight (8) hours per day including a thirty (30) minute mandatory meal period and two (2) fifteen (15) minute rest periods;
- (b) forty (40) hours per week; and
- (c) eighty (80) hours per biweekly period.

It is understood and agreed that there shall be two (2) fifteen-minute rest periods per day taken by all full-time time employees. All of the one-half (½) hour lunch period shall be paid for by the Employer. Shifts extend for a period of eight (8) hours and the employee is paid for eight (8) hours of work.

- 11.02 Regular hours of work will be ten (10) scheduled shifts of work in any fourteen (14) shift period.
- 11.03 The meal period will be scheduled by the Employer and will not be less than one-half (½) hour.
- 11.04 There shall be a fifteen (15) minute break during each continuous three (3) hour period of work.
- 11.05 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer.
- 11.06 An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum 15½ hours), unless otherwise agreed to between the employee and the Employer.

Shift schedules for a minimum of a four (4) week period shall be dated and posted at least two (2) weeks in advance of the beginning of the scheduled period. Once posted, the shift schedule shall not be changed without the employee's approval in advance.

- 11.07 An employee shall be granted as great a number of weekends off as is reasonably possible. It is understood that any change of shifts or days off initiated by the employees and approved by the Employer shall not result in overtime costs or any other supplementary salary costs to the Employer.
- 11.08 No employee shall work more than six (6) consecutive days (less if reasonably possible), except by mutual agreement between the Union and the Employer.
- 11.09 Days off will be consecutive wherever possible.
- 11.10 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay.
- 11.11 For identification purposes, shifts will be named as follows:
- (a) the shift commencing on or about 0715 hours shall be considered the day shift;
  - (b) the shift commencing on or about 1515 hours shall be considered the evening shift;

- (c) the shift commencing on or about 2315 hours shall be considered the night shift.

11.12 In cases where a shift commences at a time other than one of those specified in Article 11.11 (Hours of Work) the shift shall be considered to be the one in which the majority of hours falls.

11.13 There shall be no rotation of or split shifts unless mutually agreed upon by the Employer and the employee.

11.14 (a) Evening Shift Premium

Any employee required to work a majority of their shift between 1600 and midnight shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked.

(b) Night Shift Premium

Any employee required to work a majority of their shift between midnight and 0800 hours shall receive a shift premium of one dollar and **ninety cents (\$1.90)** per hour, **effective September 1, 2017**, for all hours worked.

(c) Weekend Shift Premium

Any employee required to work a majority of their shift between 0001 Saturday and midnight the Sunday next shall receive a shift premium of one dollar and **fifty cents (\$1.50)** per hour, **effective September 1, 2017**, for all hours worked. This amount is in addition to the premiums outlined in Article 11.14 (a) and Article 11.14 (b).

Whenever any employee is working a time other than her normal shift as set out above, that employee may withdraw her agreement upon giving two (2) weeks' notice to the Employer of her desire to return to her previous shift.

11.15 Part-time employees shall be required to work only those hours to which they are committed, unless otherwise mutually agreed between the Employer and the employee. Any additional hours worked shall be on a voluntary basis only.

11.16 **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.**

11.17 For part-time employees the Employer shall endeavour to arrange shifts so that weekends off are distributed fairly but shall schedule a minimum of one (1) weekend off in every three (3), however the Employer will endeavour to provide every second (2<sup>nd</sup>) weekend off.

The Employer will schedule all full-time employees to provide for every other weekend off.

11.18 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the approval of the Executive Director or designate. In any event 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 on the Employer by an employee under the terms of this Agreement.

## **ARTICLE 12 - OVERTIME**

12.01 Overtime shall be work in excess of the daily and biweekly hours of work as specified in Article 11 (Hours of Work), such time to have been authorized in such manner and by such person as may be authorized by the Employer. Time not exceeding a half an hour per day period of the regularly scheduled shifts necessary to finish assigned work on an irregular basis shall not be considered as overtime.

12.02 (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 times (2 x) their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (1) day.

(c) Overtime worked on any scheduled day off shall be paid at the rate of two times (2 x) the employee's basic salary.

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

12.04 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

- 12.05 Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work and put forward their names on an overtime list for the benefit of the Employer. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work. When there are no volunteers, overtime shall be assigned to those employees currently on shift starting with the most junior employee who is qualified.
- 12.06 A full-time employee who has left the premises and who is required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 12.07 An employee required to work overtime for a period in excess of three (3) hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of **seven dollars (\$7.00)** will be made in lieu.
- 12.08 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

### **ARTICLE 13 - VACATIONS**

- 13.01 For purposes of this clause the vacation earning period shall be from April 1<sup>st</sup> to the following March 31<sup>st</sup>.
- 13.02 The employee's annual vacation shall be earned at the following rate:
- (a) Fifteen (15) working days after one (1) year;
  - (b) Twenty (20) working days after five (5) years;
  - (c) Twenty-five (25) working days after twelve (12) years;
  - (d) Thirty (30) working days after twenty-two (22) years.
- 13.03 Employees who have been in the service of the Employer less than one (1) year as of April 1 will be granted a vacation with pay on the basis of four percent (4%) for the regular hours during the vacation year.
- 13.04 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates **at the employee's basic rate of pay at the date of termination:**

- 6% of basic pay - years 1 to 4 inclusive;
- 8% of basic pay - years 5 to 14 inclusive;
- 10% of basic pay - year 15 and up;
- 12% of basic pay - years 30 and up (effective the 2010-2011 vacation year, 12% of basic pay - year 25 and up).

13.05 Projected vacation entitlements shall be posted by January 10<sup>th</sup> of each year along with the vacation requests sheets. Employees shall indicate their vacation preferences by March 1<sup>st</sup>. The Employer will post an approved vacation schedule a minimum of one (1) week prior to the commencement of the vacation year as set out in 13.01. The Employer will give due consideration to employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

Vacation requests received after March 1<sup>st</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 September 1<sup>st</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.

13.06 Employees shall be entitled to take their vacation in an unbroken period between January 10 to June 15, and September 10 to December 20 of each vacation year. During the months of July and August in any year, an employee entitled to over four (4) weeks' vacation may take a maximum of three (3) weeks' vacation. However individual circumstances shall be considered or an extended period of up to four (4) weeks. Vacation shall not normally be granted between December 20 to the following January 10. However, employees may request this time and such time will be granted on an operational basis.

13.07 Subject to 13.06, an employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

13.08 Vacations are not cumulative from year to year except where special arrangements have been mutually agreed between the Employer and the employee. Employees may not waive a vacation and draw double pay.

13.09 Vacation pay, if requested three (3) weeks in advance, will be provided on a separate cheque prior to the employee leaving on vacation

- 13.10 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances, the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.
- 13.11 Where an employee is subpoenaed for jury duty during her period of vacation, there shall be no deduction from vacation time credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 13.12 Notwithstanding the above clauses, the Employer and the employees may make arrangements for additional unpaid vacation.
- 13.13 Employees will continue to accrue earned vacation while on vacation.
- 13.14 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.**
- 13.15 Full time employees' vacation pay shall be at the rate of pay in effect at the time of vacation.

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

Examples:

Part time employee assigned as a 0.4 EFT  
 Vacation Entitlement – four (4) weeks  
 Eight (8) paid days over four (4) week vacation entitlement  
 Days paid at \$15.00/hour

Employee works the equivalent to 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 \$30.00/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.

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

14.01 For the purposes of this Agreement, recognized paid holidays shall be:

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

If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed paid holiday will replace the paid holiday designated as the float holiday. The intent is that there will be no more than thirteen (13) general paid or float holidays per calendar year for the duration of this Agreement.

14.02 An employee required to work on a recognized holiday, shall be paid at the one and one-half (1½) times her basic pay and in addition, shall receive one (1) day off at her basic rate of pay (full-time employee).

Employees will be permitted to use their banked statutory holidays on the weekend provided that operational requirements permit.

14.03 Whenever a recognized holiday falls on her scheduled days off, she shall receive an extra day off in lieu thereof. Such holiday will be scheduled within a thirty (30) day period following or preceding the holiday by mutual consent.

14.04 If a recognized holiday falls during an employee's vacation, she shall be allowed an additional day's paid vacation.

14.05 General Holidays

Part-time employees will be paid five percent (5%) of their basic pay (exclusive of overtime) in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.

14.06 In addition to the general paid holidays as outlined in Article 14.01, a full-time employee shall accumulate three (3) floating holidays per year at the rate of two

(2) hours for each month of service. (A full month of service shall mean 173.3 hours.)

Full-time employees who have earned statutory designated holidays and/or float in accordance with Article 14 shall be allowed to maintain a maximum bank of four (4) such designated earned statutory and/or float holidays. Any such days in excess of four (4) shall either be taken at a time mutually agreed to by the Employer and the employee or, failing such agreement, shall, at the choice of the employee, be either paid out or scheduled by the Employer.

- 14.07 In order to qualify for holiday pay, an employee must work her full scheduled shift immediately preceding or immediately following the holiday, except where the employee is absent on time off paid for by the Employer or due to a certified illness or where the absence is due to bereavement leave. If an employee is absent on a paid holiday when scheduled to work she shall forfeit all pay for the holiday unless due to an illness.**

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

- 15.01 During any probationary period or extension as defined in Article 16.01 (Probationary Period) thereof employees will not be entitled to payment for periods during which they were unable to work because of incapacitation due to accident or illness other than as covered by compensation. Once an employee has completed probationary period income protection credits will be dated to date of hiring.
- 15.02 Employees will be allowed to accumulate one point two five (1.25) days of sick leave for each month of seniority (i.e. 1.25 days for every 173.3 regular hours worked) which leave may be accumulated to a maximum of one hundred and twenty (120) days.

An employee who is absent from scheduled work due to illness, disability or an accident for which compensation is not payable under the *Workers' Compensation Act* or **Manitoba Public Insurance**, shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits.

An employee will not be entitled to sick leave benefits for absence on a day if the employee was not scheduled to work that day when the schedule was originally posted pursuant to Article 11.06.

**When an employee has scheduled medical, dental, or chiropractic examination or treatment appointment resulting in lost time from work, the employee may access their sick leave credits to offset any lost wages. Employees must submit satisfactory proof of their scheduled appointment.**

- 15.03 An employee may apply to utilize up to five (5) days of income protection per calendar year due to illness or injury of spouse, child or parent. The Employer reserves the right to require a medical certificate of proof of validity of this claim for income protection.
- 15.04 All employees under this Agreement, who are unable to report for work due to conditions outlined in Article 15.02 (Income Protection), shall inform their supervisor prior to commencement of their next scheduled shift as follows:
- Prior to day shift - 1 hour;
  - Prior to evening shift - 3 hours;
  - Prior to night shift - **3 hours**;
  - Employees who fail without a valid reason to give the required notice will not be entitled to receive sick leave benefits for the shifts in question.
- 15.05 The Employer reserves the right to require a fitness certificate, provided by the Employer, to be completed by a physician as proof of the employee's fitness to work. The Employer will reimburse the employee for such fitness certificate upon producing a receipt.
- 15.06 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that she is unable to carry out her duties due to illness. In case of suspected abuse, when sick leave is claimed, proof of disabling sickness or accident may be requested by the Employer. In the event of a failure to provide a certificate from a medical practitioner when such is required, the employee shall not be entitled to receive income protection benefits.
- 15.07 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 15.08 Absence on account of illness **shall be charged against accumulated income protection credits.**
- 15.09 If an employee is to be absent for illness for a period exceeding her income protection, including EI credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee with four (4) or more years of service will automatically be granted an unpaid leave of absence for a period of up to four (4) months.
- 15.10 Upon written request, the Employer shall provide the employee, in writing, the amount of her accrued income protection. But in no circumstances shall the request be made more than twice yearly.

15.11

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.

15.12

When an employee is absent from work because of a valid non-occupational illness or injury, sick leave payments are issued to the employee on the Employer's normal scheduled biweekly pay cycle.

**ARTICLE 16 - PROBATIONARY PERIOD**

16.01

A newly hired full-time employee shall be on probation for the first three (3) months of her employment. A newly hired part-time employee shall be on probation for five hundred and twenty (520) paid hours or five (5) months, whichever comes first. Upon completion of the probationary period seniority shall be effective from the original date of employment. However, this shall not preclude the Employer, upon written notification to the Union, from extending the probationary period of an employee up to a maximum of two (2) additional months, providing that the Employer gives written notification to the Local president of the Union specifying the reasons for the extension.

Any period of absence for 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 probation hours such that time worked prior to the leave

and following the leave will total five hundred and twenty (520) hours for full-time employees, and five hundred and twenty (520) hours or five (5) months for part-time employees, whichever comes first.

## **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 It is understood that over-staying on a leave of absence without valid reason may be deemed a resignation.

Employees will continue to accrue vacation credits, income protection credits while on any paid leave of absence.

Payroll deductions will be discontinued if earnings for the month are insufficient to meet payments. This would not preclude an employee from making payments to maintain coverage under employee/Employer benefit programs.

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

17.02 General Leave

An employee will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Agreement. Except in emergencies, such requests must be made at least three (3) weeks in advance by mutual consent. The Employer shall notify the employee and the Union of its decision, in writing, without undue delay, after the request. The granting of such leave shall not be unreasonably withheld. The written request shall also contain the date that the employee intends to return to work.

17.03 Maternity Leave

Definitions - "Date of delivery" means the date when the pregnancy of an employee terminates with the birth of the child. "Medical certificate" means the signed statement of a duly qualified medical practitioner.

Eligibility - A pregnant employee who has been employed by the same Employer for at least seven (7) consecutive months is eligible for maternity leave.

17.04 Subject to Article 17.05 below, an employee who is eligible for maternity leave is entitled to the following maternity leave:

- (a) if the date of delivery is on or before the date estimated in a medical certificate, a period of not more than seventeen (17) weeks; or

- (b) if the date of delivery is after the estimated date, seventeen (17) weeks and a period of time equal to the time between the estimated date and the date of delivery.

17.05 Beginning and End of Maternity Leave

A maternity leave must begin not earlier than seventeen (17) weeks before the date of delivery estimated in the medical certificate and end not later than seventeen (17) weeks after the date of delivery.

17.06 An employee eligible for maternity leave shall:

- (a) as soon as practicable, provide the Employer with a medical certificate giving the estimated date of delivery; and
- (b) give the Employer not less than four (4) weeks' written notice of the date she will start her maternity leave.

17.07 An employee who is eligible for maternity leave but does not give notice under Article 17.06 (b) before leaving the employment is still entitled to maternity leave, if within two (2) weeks after stopping work she gives notice and provides her Employer with a medical certificate.

- (a) giving the date of delivery or the estimated date of delivery; and
- (b) stating any period or periods of time within the seventeen (17) weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.

17.08 The maternity leave to which the employee is entitled under Article 17.04 is:

- (a) any time, within the time referred to in Article 17.04 (b) that she does not work; and
- (b) the difference between that time and the time she would receive if she were entitled under Article 17.04.

17.09 An employee who is eligible for maternity leave but who does not give notice under Article 17.06 (b) or 17.07 is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under Article 17.04.

17.10 End of Maternity Leave Where Notice Not Given

The maternity leave of an employee referred to in Articles 17.06 or 17.08 terminates not later than seventeen (17) weeks after the date of delivery.

17.11 An employee's maternity leave ends:

- (a) seventeen (17) weeks after it began; or
- (b) if Article 17.04 (b) applies, seventeen (17) weeks after it began plus additional time provided for in that clause.

17.12 An employee may end her maternity leave earlier than the day set out in Article 17.11 by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day she wishes to end the leave.

17.13 The Employer is entitled to require an employee to stop work prior to the commencement of her pregnancy leave of absence in the case of unsatisfactory job performance, or, if the state of her health is verified by a qualified medical practitioner becomes incompatible with the requirements of the job.

17.14 Parental Leave

An employee who adopts a child under the laws of the Province or becomes the natural parent of a child is entitled to parental leave to a maximum of thirty-seven (37) continuous weeks if:

- (a) the employee has completed at least seven (7) consecutive months of employment with the Employer prior to the commencement of the intended leave; and
- (b) the employee gives written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to begin the leave.

17.15 An employee who gives less notice than is required under Article 17.14 (b) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

17.16 A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.

17.17 An employee who takes maternity leave and parental leave shall take them in one continuous period.

- 17.18 An employee's parental leave ends:
- (a) thirty-seven (37) weeks after it began; or
  - (b) if Article 17.15 applies, thirty-seven (37) weeks after it began less the number of days provided for in that section.
- 17.19 An employee may end his or her parental leave earlier than the day set out in Article 17.18 by giving the Employer written notice of at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.
- 17.20 The Employer shall not layoff or terminate the employment of an employee who has completed seven (7) consecutive months of employment with the Employer solely because the employee is pregnant, gives notice under Article 17.04(b) or Article 17.06 or gives notice or takes parental leave under Article 17.14.
- 17.21 If an employee wishes to resume employment after maternity leave or parental leave, the Employer shall reinstate the employee to the position occupied when the leave began or a comparable position, with not less than the wages and any other benefit earned by the employee immediately before the leave began.
- 17.22 For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after maternity leave or parental leave is deemed to be continuous.
- 17.23 Bereavement Leave
- The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore, holidays, vacation, leave of absence, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.
- In the case of a death of an employee's spouse, **fiancé**, child, father, mother, brother, sister, spouse's father, mother, spouse's grandparents, stepfather, stepmother, common-law spouse, same sex partner, stepbrother, stepsister, stepson, stepdaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent, an employee shall be granted four (4) regularly scheduled working days without loss of pay. Where the burial occurs outside of the Province of Manitoba such leave shall also include reasonable travelling time not to exceed an additional two (2) days. In the case of a death of an employee's niece or nephew, aunt or uncle, **or former legal guardian**, an employee shall be granted one (1) regularly scheduled working day without loss of pay.
- It is agreed that this leave is limited to the days actually missed from work as per the employee's scheduled working time and does not include pay for days off,

and shall be taken only in the period which extends from the date of death up to and including the day following **interment**, or four (4) calendar days following the death, whichever is greater.

Paid time to a maximum of eight (8) hours shall be granted to an employee to attend a funeral as a pallbearer or mourner. Such requests must be submitted in writing the day before. Approval of such leave shall be at the sole discretion of the Administrator and shall not be subject to the grievance procedure. Such approval shall not be unreasonably withheld.

17.24 Jury and Witness Duty

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

17.25 Union Leave

Upon at least two (2) weeks' 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 two (2) employees are absent and who shall be from different job classifications, **except in the case of Health Care Aides. Exceptions may be granted based on availability of replacement staff.** The Employer will continue to pay the employee, subject to total recovery of payroll and related costs by the Employer from the Union

17.26 Leave for Public Office

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon at least three (3) weeks' prior written request the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office 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 the term of office.

17.27 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 withheld.

17.28

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 practise medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) The family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabiting 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 agreed, an employee may end her or his compassionate 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 alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 17.23.
- (i) In the event of conflict with the *Employment Standards Code* and Regulations thereunder and this section, the *Employment Standards Code* and Regulations thereunder shall prevail.

#### **ARTICLE 18 - SENIORITY**

- 18.01 Seniority is defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.
- 18.02 Seniority shall be considered as a factor in matters of promotion, demotion, transfer, layoff and recall, and if other posted selection criteria, specifically skill, ability and qualifications are equal, seniority shall be the determining factor.
- 18.03 Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence in accordance with Article 17.23 and Article 17.24;
  - (b) is on any period of paid income protection in accordance with Article 15.02;
  - (c) is on any period of paid vacation in accordance with Article 13;

- (d) is on any period of approved unpaid leave of absence up to four (4) consecutive weeks;
- (e) is absent as a result of illness or injury incurred while employed in the employ of the Employer for which the employee is compensable by Workers' Compensation or by MPI for a period up to twenty-four (24) months from the date of the first absence from work related to the injury or illness agreed;
- (f) Seniority will accrue while on maternity, adoption or parental leave in accordance with Article 17. Such accumulation will be based on regular scheduled hours at the time the leave commences;
- (g) is on unpaid approved leave of absence up to four (4) consecutive weeks or up to two (2) years in the event of leave of absence for union purposes.

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

- (a) is on unpaid approved leave of absence in excess of four (4) consecutive weeks or, subject to article 17.26, in excess of one (1) year for leave for public office;
- (b) is absent as a result of illness or injury incurred while employed in the employ of the Employer for which the employee is compensable by Workers' Compensation or by MPI for a period in excess of twenty-four (24) months but not more than thirty (30) months from the date of the first absence from work related to the injury or illness. The time frame of thirty (30) months shall be extended by six (6) months if the employee requests and the Employer agrees. The Employer further agrees not to unjustly deny this request;
- (c) is laid off up to twenty-four (24) consecutive months;
- (d) is on the trial period of an out of scope position up to six (6) months or is temporarily promoted or transferred to an out of scope position up to fifty-four (54) weeks.

18.05 Loss of Seniority

An employee shall lose her seniority and the employment relationship shall be deemed severed if she:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged for just cause and the discharge is not reversed through the grievance procedure;

- (c) is laid off for a period in excess of twenty-four (24) consecutive months;
- (d) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- (e) fails to report to work for seven (7) calendar days after being notified by the Employer following layoff except where a laid off employee is required to give a period of notice to another Employer provided such notice shall not exceed fourteen (14) days;
- (f) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension, unless excused by the Employer;
- (g) **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 within the near future.**

18.06 Transfer and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. An employee shall have the right to return to a position in the bargaining unit:

- (a) during her trial period, which shall be a maximum of six (6) months, or
- (b) during the fifty-four (54) weeks after an employee is temporarily promoted or transferred 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.

If an employee returns to the bargaining unit, she shall be placed in her former position, if it still exists or to a comparable position if it does not.

18.07 The Employer agrees to maintain a seniority list showing total accumulated regular paid hours for each employee. The listing shall be open for correction for a period of sixty (60) days from the date of posting, on presentation of proof of error by an employee. At the expiration of the sixty (60) days, the seniority list as corrected within such period of sixty (60) days shall be considered the accurate seniority list and shall not be subject to further changes until the next posting.

18.08 **A full-time or part-time employee will not be permitted to change their status to a casual employee. Full or part-time employees wishing to become casual employees must resign and will have all their vacation, sick and other banks paid out. Said employee will be considered for hire as a new casual employee with no credit for seniority.**

**ARTICLE 19 - TERMINATIONS**

- 19.01 An employee may terminate her employment with the Home by giving two (2) weeks' written notice or the employment of an employee may be terminated by the Employer giving the employee two (2) weeks' written notice.
- 19.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
  - (b) in the event an employee is dismissed for sufficient cause to justify lesser or no notice, or
  - (c) during the probationary period of a new employee.
- 19.03 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.
- 19.04 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

**ARTICLE 20 - LAYOFF AND RECALL**

- 20.01 In the event that an employee is laid off, the employee shall be given two (2) weeks' notice for layoffs of six (6) weeks or less; layoffs of longer than six (6) weeks - four (4) weeks' notice in lieu thereof and a copy of such notice shall be forwarded to the Union.
- 20.02 When reducing staff, senior employees shall be retained providing the senior employees are qualified, competent, and willing to perform the required work.
- 20.03 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.
- 20.04 The employees laid off in accordance with Article 20.01 (Layoff and Recall) shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.
- 20.05 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each six (6) months thereafter.

20.06 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 person's recorded address and must be prepared to begin work at a time designated by the Employer.

20.07 The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances.

- (a) if the person did not communicate with the Employer as specified in Article 20.06 (Layoff and Recall); 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.

20.08 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification than she held prior to layoff, shall not terminate for failure to report for duty in that instance.

20.09 Reduction of Hours

- (a) In the event that a full-time employee has her hours of work reduced, the employee shall be given the same notice as outlined in Article 20.01 (Layoff and Recall) and a copy of such notice shall be forwarded to the Union.
- (b) No new employee shall be hired until those employees who have had their hours of work reduced have been given an opportunity to perform the work providing the employees who have had their hours reduced are qualified, able, and willing to perform the required work.

20.10 Lay-off and Reduction of Hours

Where a reduction of the workforce is required, the Employer agrees that seniority will govern the lay-offs with the various classifications providing the remaining employees possess the qualifications and ability to satisfactorily perform the available work.

Where a reduction of hours is necessary, the operational needs of the Home shall be the main consideration. The Employer will, given the above, reduce the hours of part time employees first in reverse order of seniority in the classification, provided the remaining part time employees possess the qualifications and ability to satisfactorily perform the available work.

**ARTICLE 21 - POSTING AND VACANCIES**

- 21.01 The Employer agrees to post notices of vacant or new positions covered by this Agreement **which it intends to fill** for at least seven (7) full calendar days to enable employees to make written application for the new position or vacancy. This Article shall not preclude the Employer from advertising outside the premises. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis **during the period of posting.**

Until a vacancy is filled, the Employer may temporarily fill the vacancy for a period of up to six (6) weeks, unless the Union Executive agrees to a further extension.

- 21.02 Senior employees shall be given preference in connection with new positions, vacancies, promotions, layoffs and recalls following layoffs, provided, in the judgment of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualification, ability and employment record of any of the competing applicants are equal.

Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of this Agreement will be sent to the Secretary of the Union where there are internal applicants.

- 21.03 (a) All promotions and voluntary transfers are subject to a ninety (90) calendar day trial period.
- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former position, she shall be returned to her former position without loss of seniority. Any other employee promoted or transferred, as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

- 21.04 If an employee voluntarily transfers to a lower paid classification, she shall be paid at the same increment level of the classification.

Employees shall be encouraged to improve their abilities by participation in available training programs.

21.05 Term Position

Where a position becomes temporarily vacant as a result of an approved leave of absence, the Employer shall post such vacancy for seven (7) days only. All part-time employees may apply for such positions.

An employee who has been awarded a term position must honour the length of that position unless moving to a permanent position or a term position which provides a higher EFT or a term or permanent position with a more desirable shift in order to accommodate a bona fide reason. Any employee who moves from one term position to another will revert to their original permanent position at the expiry of the last term position that they have occupied.

The name of the successful applicant for any position which falls within the scope of this Agreement will be posted on the bulletin board and a copy provided to the Secretary of the Union where there are internal applicants.

Employees who return to their former position will be offered the extra shifts that may have been assigned to agency staff, provided that it will not result in overtime costs to the Employer.

**ARTICLE 22 - PERFORMANCE APPRAISAL**

- 22.01 The Employer shall complete a written appraisal of an employee's performance at least once biannually. Upon request the employee shall be given an exact copy of the appraisal.
- 22.02 The employee shall have an opportunity to read such document.
- 22.03 The employee's signature on such document merely signifies that the contents of the document have been read.
- 22.04 If the employee disputes the appraisal, she may file a reply to the document.

**ARTICLE 23 - JOINT COMMITTEE**

- 23.01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Home.
- 23.02 The Committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed four (4) members. The Local Union committee may at any time have a representative from the Canadian Union of Public Employees.

No employee shall lose any wage or benefit provided under the terms of this collective for the time spent during scheduled working hours while attending scheduled Joint Committee meetings with the Employer.

- 23.03 The Committee shall meet every two (2) months or at such time as may be mutually agreed to by the Employer and the Union.
- 23.04 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 its members or the Employer regarding any decision or conclusions reached in their discussions. The Committee may make recommendations and conclusions, however such recommendation not to be binding upon the parties unless there is mutual agreement.

#### **ARTICLE 24 - UNIFORM ALLOWANCE**

- 24.01 The Employer will pay each employee **ten cents (.10¢)** per hour for all hours paid for the supply, laundering and repair of uniforms.

#### **ARTICLE 25 - SALARIES AND INCREMENTS**

- 25.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 25.02 The Employer shall pay wages biweekly.
- 25.03 Increments as specified in salary schedule Appendix "A" shall be calculated on the basis of one (1) increment for each two thousand and eighty (2,080) hours.
- 25.04 Salary increments for employees, who have their increments due on their anniversary date, will be effective on the first day of the pay period in which their anniversary falls if the anniversary falls in the first week of the pay period. If their anniversary falls during the second week of a pay period, the increment would be effective on the first day of the pay period next following.
- 25.05 In the event that an employee is assigned temporarily to a higher paid position and provided the employee carries out substantially all of the duties and responsibilities of the position, she shall be paid a premium of forty-five cents (45¢) per hour from the first day of assuming such position with the provision that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

**ARTICLE 26 - SPECIAL PROVISIONS RE PART-TIME EMPLOYEES**

Unless specifically dealt with in this Collective Agreement the following shall apply:

26.01 Income Protection in Case of Illness

Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

26.02 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

26.03 Annual Vacations

Part-time employees shall earn vacation on a pro rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

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.

26.04 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 11 (Hours of Work).

26.05 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate yearly hours of work or twenty (20) months whichever occurs first.

26.06 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.

**ARTICLE 27 - STAFF MEETINGS AND IN-SERVICES**

27.01 When an employee, at the Employer's request, attends an in-service training session outside the employee's normal hours of work, the employee shall be paid for time in attendance.

**ARTICLE 28 - DISCIPLINE AND DISCHARGE**

28.01 An employee shall have the right to have a steward present at any discussion with management, which the employee believes might be the basis of disciplinary action. Where management intends to interview an employee for disciplinary purposes, management shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

28.02 An employee shall have the right to have access to and review such portions of her personnel file, as may be the basis for disciplinary action against the employee. The employee shall have the right to respond in writing to any such documentation contained therein and such reply shall become part of the permanent record. The employee shall have the right to examine any document in her file containing a derogatory entry and her written response received by the Employer shall be placed on the file. Upon written request, the employee shall also receive a copy of any document(s) forming part of her file.

28.03 An employee who has completed her probationary period may be disciplined, discharged or suspended for just cause only. Such employee shall be advised promptly in writing of the reason for her discipline, dismissal or suspension, with a copy being sent to the Union representative.

28.04 Any document relating to disciplinary action which may have been placed on the personnel file of an employee shall be taken out of the personnel file after twenty-four (24) months has elapsed since the disciplinary action was taken.

**ARTICLE 29 - SUBCONTRACTING OUT**

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

**ARTICLE 30 - PERSONAL HARASSMENT**

- 30.01 The Employer agrees that there shall be no form of personal harassment of any employee's covered by this Collective Agreement. The discussion between an immediate supervisor outside the bargaining unit and the employee, relative to the performance of the employee, will not be construed as personal harassment.

**ARTICLE 31 - PERSONAL BELONGINGS**

- 31.01 If an employee's glasses, watches or personal belongings (including dentures, medic alert bracelet, hearing aids and other medical devices and excluding uniforms and jewellery) are damaged as a direct result of performing her 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.

**ARTICLE 32 - CHANGES IN CLASSIFICATIONS**

- 32.01 If new classifications which come under the scope of this Agreement are created during the term of this Agreement, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within ten (10) working days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union.

If the parties are unable to reach agreement concerning the rates of pay, the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 10 (Arbitration Procedure) herein upon ten (10) days' written notice of referral to arbitration.

If the salary range of a new classification is adjusted by means of negotiations or otherwise, such adjustment shall be retroactive to the date the new classification came into effect.

- 32.02 The Employer agrees to draw up job descriptions and amendments thereto for all positions and classifications for which the Union is bargaining agent. These job descriptions and amendments thereto shall be posted at the Personal Care Home and shall become the recognized job descriptions, as amended from time to time. Further, at the request of the employees, the Employer agrees through and in accordance with the Committee in Article 23, to enter into discussions with the employees with respect to said job descriptions and amendments thereto.

### **ARTICLE 33 - UPGRADING**

- 33.01 If the Employer requires the employee to upgrade, the Employer will pay one hundred percent (100%).

### **ARTICLE 34 - CASUAL EMPLOYEES**

- 34.01 A casual employee means an employee who is called in 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 **two (2)** consecutive months shall be deemed to have voluntarily terminated their employment.
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of regular earnings in a biweekly period during the first four (4) years of employment and thereafter shall be paid at a rate of six percent (6%).
  - (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 recognized holiday shall be paid at the rate specified in Article 14 (General Holidays).
  - (d) Casual employees shall be entitled to compensation for overtime work in accordance with Article 12 (Overtime).
  - (e) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 5 (Union Security).
  - (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) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.
- (h) (i) In the event the Employer, at its discretion, employs a casual employee who, immediately prior to said casual employment, was employed by the Employer as a full-time or part-time employee, then such casual employee:
  - (A) shall retain his or her seniority immediately prior to casual employment and shall accumulate seniority thereafter, all of which is for the purpose of job postings only; and
  - (B) shall be paid as a casual employee according to his or her increment level immediately prior to employment as a casual employee.
- (ii) Casual employees shall be allowed to apply for posted vacancies and may be given preferences for vacancies after full-time and part-time employees.
- (iii) Nothing herein requires the Employer to re-employ a full or part-time employee as a casual employee.
- (i) Article 9 (Grievance Procedure) and Article 10 (Arbitration Procedure) herein apply only with respect to the terms of this Article.
- (j) Neither a temporary or casual employee shall have seniority rights over permanent employees in matters of demotion, layoff, recall, promotion and transfer.

### **ARTICLE 35 - BENEFITS**

35.01 The parties hereby agree as follows:

(a) Dental

Effective July 1, 2000 the Employer implemented a voluntary dental plan. Effective first full period following notice of ratification there will be a one (1) year lag regarding the Manitoba Dental Fee Guide used excluding Endodontics and Periodontics. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time employees who have completed probation. The plan shall be voluntary for part-time employees and the Employer shall pay a proportionate amount of such

premiums for part-time employees who opt for this benefit who have completed their probation, based on the number of hours worked by the employee in relation to a full-time employee's hours worked. Claims will be reimbursed at one hundred percent (100%) of actual cost based on a one (1) year lag regarding the dental fee guide.

Effective January 1, 2005 the dental fee guide used will be the current year.

Effective date of ratification, the \$1,000 per year cap will be removed.

(b) Life Insurance

Effective July 1, 2000 the Employer implemented a life insurance coverage plan. Effective the full pay period following notice of ratification 2002, the Employer increased the benefit to **thirty thousand dollars (\$30,000)** per employee to be totally paid by the Employer. It is understood that employees who are over age 65 are not insurable and that employees must have completed sixty (60) continuous days of employment since last date of hire to be eligible for coverage.

(c) RRSP

Effective July 1, 2000, the Employer implemented a Voluntary RRSP effective July 1, 2000. Effective the first full pay period following notice of ratification the variable contribution rate will be increased to three point five percent (3.5%). Effective July 2004 a further increase to four percent (4%) and effective April 2005 a further increase to five percent (5%) (contributions to be matched by the Employer). The RRSP will be available to all full-time and part-time employees after completion of one thousand and forty (1,040) hours worked.

- (d) The Employer will maintain an LTD plan with a carrier of the Employer's choice, comparable to the plan with the nurses in the Home. The Employer will pay one point three percent (1.3%) of gross wages and the employees one percent (1.0%) of gross wages.

(e) Extended Health Benefits

Effective date of ratification, the Employer will pay fifty percent (50%) of **the benefit premium**. The employee will **also** pay fifty percent (50%) of **the benefit premium**. The Plan to include all existing benefits with vision benefit of two hundred fifty dollars (\$250.00) every twenty-four (24) months for purchase of glasses or contact lenses. Drug card to be provided. **Chiropractor and massage therapist to be included with a**

**yearly maximum of three hundred and fifty dollars (\$350.00) per practitioner.**

### **ARTICLE 36 - RETIREMENT BONUS**

36.01 Effective January 1, 2007, a Retirement Bonus will be awarded to an employee, who at the date of retirement:

- (a) has at least ten (10) years of service; and
- (b) has reached the aged of fifty-five (55).

The amount of payment shall be calculated on the basis of four (4) days for each year of service that the employee completed following "date of ratification". The calculation shall be based on the employee's regular rate of pay at the time of retirement. The payment shall be prorated for part-time employees. (By way of example, a full-time employee who retires 2½ years following date of ratification, at the age of 58, and for whom the regular rate of pay is \$10.00 per hour, will be entitled to a bonus of 8 days calculated at \$10.00 per hour.)

Effective January 1, 2012, the calculation of the amount of payment will be based on each year of service the employee completed after June 20, 2005. (By way of example, a full-time employee who retires after January 1, 2012, at the age of 58, and for whom the regular rate of pay is \$10.00 per hour, will be entitled to a bonus of 28 days calculated at \$10.00 per hour.)

In the event of death, pre-retirement benefit shall be paid to the employee's estate.

### **ARTICLE 37 - HEALTH AND SAFETY**

37.01 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 Management, 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 Health and Safety Act*.

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

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

The employees must familiarize themselves and keep current as to changes in their work environment as it relates to equipment and job expectations.



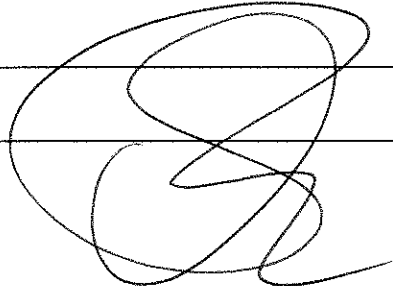
Nothing in this article shall preclude any obligation under the Manitoba *Workplace Health and Safety Act*.

**ARTICLE 38 – PAY ERRORS**



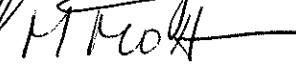
**38.01** If the Employer errs and the result is the employee being underpaid by one (1) day/shift's pay, the Employer will provide payment for the shortfall by way of supplemental cheque within one (1) working day of the error coming to the Employer's attention. If the error is less than one (1) day/shift's pay, such correction shall be made on the next pay period.

Dated at Winnipeg this 27 day of October, 2016.

**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**

  
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**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**

  
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**SCHEDULE "A"**  
**HERITAGE LODGE**

<b>Classification</b>	<b>Steps</b>	<b>Dec. 1/14 Expired</b>	<b>Dec. 1/15 2%</b>	<b>Dec. 1/16 2%</b>	<b>Dec. 1/17 2%</b>	<b>Dec. 1/18 1.5%</b>	<b>June 1/19 1%</b>
Health Care Aide Activity Aide	Start	\$15.09	\$16.64	\$16.97	\$17.31	\$17.57	\$17.75
	Year 1	16.57	16.90	17.24	17.58	17.84	18.02
	Year 2	17.46	17.81	18.17	18.53	18.81	19.00
	Year 3	17.88	18.24	18.60	18.97	19.25	19.44
	Year 4	18.29	18.66	19.03	19.41	19.70	19.90
	Year 5	18.93	19.31	19.70	20.09	20.39	20.59
Food Service Housekeeping Laundry	Start	\$12.51	\$13.31	\$13.58	\$13.85	\$14.06	\$14.20
	Year 1	13.66	13.93	14.21	14.49	14.71	14.86
	Year 2	14.50	14.79	15.09	15.39	15.62	15.78
	Year 3	14.98	15.28	15.59	15.90	16.14	16.30
	Year 4	15.51	15.82	16.14	16.46	16.71	16.88
	Year 5	16.04	16.36	16.69	17.02	17.28	17.45
Cook	Start	\$17.56	\$17.91	\$18.27	\$18.64	\$18.92	\$19.11
	Year 1	18.04	18.40	18.77	19.15	19.44	19.63
	Year 2	18.45	18.82	19.20	19.58	19.87	20.07
	Year 3	18.88	19.26	19.65	20.04	20.34	20.54
	Year 4	19.32	19.71	20.10	20.50	20.81	21.02
	Year 5	19.78	20.18	20.58	20.99	21.30	21.51
Rehabilitation Assistant	Start	\$15.27	\$17.10	\$17.44	\$17.79	\$18.06	\$18.24
	Year 1	17.49	17.84	18.20	18.56	18.84	19.03
	Year 2	17.89	18.25	18.62	18.99	19.27	19.46
	Year 3	18.50	18.87	19.25	19.64	19.93	20.13
	Year 4	19.14	19.52	19.91	20.31	20.61	20.82
Janitor*	Start	-	\$15.79	\$16.11	\$16.43	\$16.68	\$16.85
	Year 1	-	16.11	16.43	16.76	17.01	17.18
	Year 2	-	16.45	16.78	17.12	17.38	17.55
	Year 3	-	16.78	17.12	17.46	17.72	17.90
	Year 4	-	16.95	17.29	17.64	17.90	18.08
	Year 5	-	17.12	17.46	17.81	18.08	18.26

\* As per Manitoba Labour Board Certification #6043, Heritage Lodge and CUPE Local 2421, the position of Janitor is included in the Bargaining Unit.

\* Upon ratification, incumbent will be moved to the Year 3 rate.

**Effective date of ratification, scale changes as follows:**

**Start Rates Only – HCA/Activity Rehab Aide, Housekeeping/Laundry/Dietary based on Charleswood Start Rates effective October 1, 2015.**

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year	Start rate
1 year within the past 2 years	1 year rate
2 years within the past 3 years	2 year rate
3 years within the past 4 years	3 year rate
4 years within the past 5 years	4 year rate *
5 years within the past 6 years	5 year rate *

It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and relevant experience within three (3) calendar months of employment in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to any recognition.

\* If applicable to the position/classification applied for.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC. (OPERATING AS HERITAGE LODGE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2421**

**RE: VIOLENCE IN THE WORKPLACE**

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The parties hereby agree as follows:

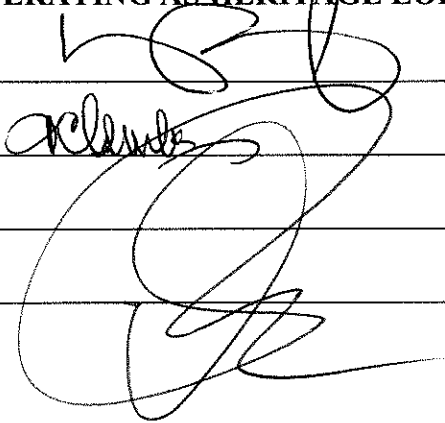
1. The Employer has a responsibility to provide a safe workplace, and to take both remedial and preventative action in violence against employees.
2. All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee. The Employer agrees that the Health 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;
  - (e) what reports will be made and by whom.
4. Counselling and support will be available to help employees 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.

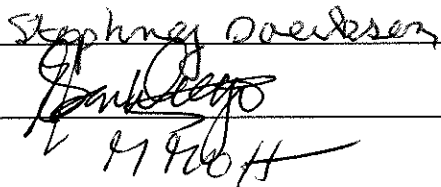
- 7. The Employer will provide in-service training on dealing with violent residents and will endeavour to provide information on residents with a history of abusive behaviour. The employee shall keep current of residents' Kardex in order to familiarize themselves with any changes in the residents' care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

Dated at Winnipeg this 27 day of October, 2016.

**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**



**LETTER OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC. (OPERATING AS HERITAGE LODGE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2421**

**RE: PAY STUBS**

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The Employer shall provide the following additional information on employees' paycheque stubs:

1. current and future vacation entitlement expressed in hours;
2. accumulated sick bank entitlement expressed in hours.

Such information shall be provided within sixty (60) days after date of ratification.

This Letter of Understanding shall not survive beyond the term of the current Collective Agreement and shall be removed.

Dated at Winnipeg this 27 day of October, 2016.

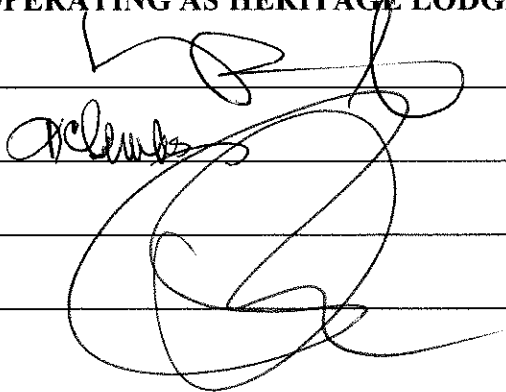
**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**

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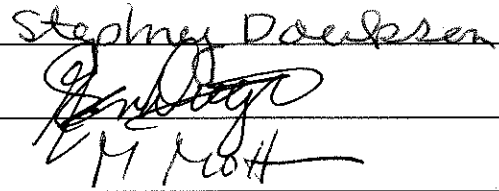
**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC. (OPERATING AS HERITAGE LODGE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2421**

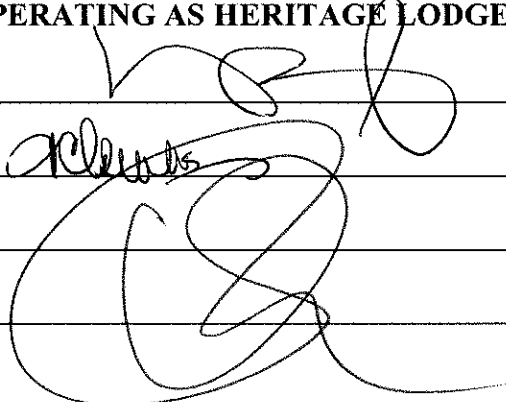
**RE: EMPLOYEES AWAY ON VACATION**

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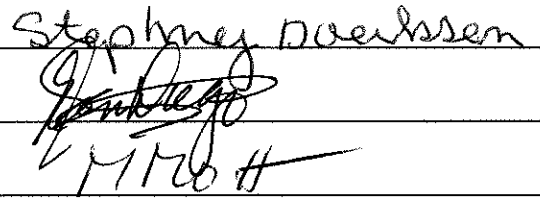
Prior to the beginning of the vacation year, two (2) representatives of the Union shall meet with the Employer for the purpose of reviewing vacation coverage.

Dated at Winnipeg this 27 day of October, 2016.

**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**

  
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**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC. (OPERATING AS HERITAGE LODGE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2421**

**RE: WORKING SHORT**

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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 endeavour to solve issues related to working short staffed.

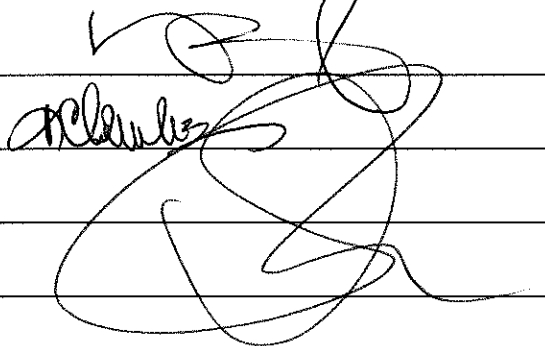
There shall be no more than three (3) representatives from each of the Union and the Employer.

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


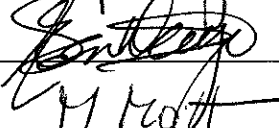
The committee does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions.

Dated at Winnipeg this 27 day of October, 2016.

**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**REVERA LONG TERM CARE INC. (OPERATING AS HERITAGE LODGE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2421**

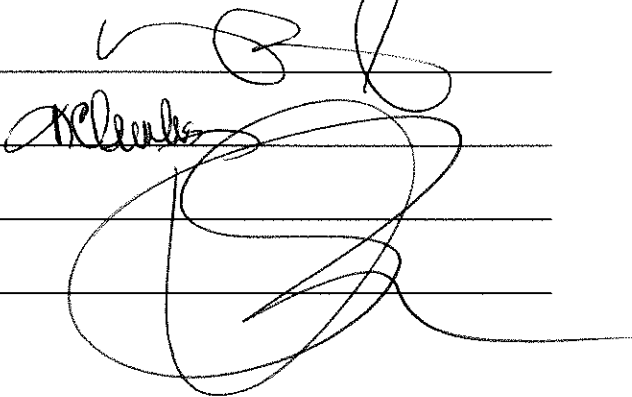
**RE: JOB DESCRIPTIONS**

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The Employer shall provide the Union with a copy of current job descriptions for positions covered within the bargaining unit at the time of ratification. If at any time the Employer changes an existing job description, the employee(s) and the Union will receive the revised copy of same.

Dated at Winnipeg this 27 day of October, 2016.

**FOR:  
REVERA LONG TERM CARE INC.,  
OPERATING AS HERITAGE LODGE**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2421**

