



IRENE BARON EDEN CENTRE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3753**

**(Homemaker, Cook and Dietary Aide)
Expires: March 31, 2019**

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PREAMBLE

The primary purpose and concern of the Employer is service to the individual elder. The Union recognizes that the Employer is an organization devoted to the care of the aged and infirm and, it is clearly understood that at all times and under all circumstances, the Employer, the Union and the employees shall give first consideration to the welfare of the elder. It is also the desire of the parties to encourage the efficiency of the operation and to promote the morale, well-being and security of all employees within the terms of the Collective Agreement.

ARTICLE 1 – SCOPE OF RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3753 as the sole bargaining agent for employees as defined in the Manitoba Labour Board Certificates No. MLB 6682 and MLB 6891 and employed in classifications outlined in Schedule “A” attached to and forming part of this Collective Agreement.
- 1.02 Persons whose positions are excluded from this Collective Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for instruction or for resolving emergencies or where regular employees are not available.

ARTICLE 2 – DURATION

- 2.01 Except for specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Employer and the Union exchange notice of ratification by their principals or a memorandum of settlement achieved in collective bargaining, up to and including March 31, **2019**, and from year-to-year thereafter unless notice, in writing, is given pursuant to Article 2.02.
- 2.02 Should either party desire to propose amendments to this Collective Agreement, they shall give notice in writing to the other party not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiration date of this Collective Agreement.
- 2.03 Where notice to amend the Collective Agreement is given in accordance with Article 2.02, the Parties hereto agree that the Collective Agreement shall remain in full force and effect after the expiry date until:
- (a) a new Collective Agreement is reached between the Parties hereto;
 - (b) a strike is declared by the Union by giving the Employer seven (7) calendar days’ notice in writing of its intention to declare a strike, or

- (c) a lock-out is declared by the Employer by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.
- 2.04 If notice is not given as required in 2.02, the Collective Agreement shall be renewed without change for a further period of one (1) year.
- 2.05 This Collective Agreement may be amended during its term by mutual agreement in writing.
- 2.06
- (a) **All changes to the Collective Agreement will be effective three (3) pay periods following the exchange of written notice of ratification unless otherwise specified.**
 - (b) **Retroactive payments will apply to the wage increase for April 1, 2015 and April 1, 2016. Retroactivity to be paid to all employees in the employ of the Employer as of ratification on all hours paid. The Employer will make all reasonable efforts to make the retroactive payments within forty-five (45) days of ratification.**

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Except as otherwise specifically provided in this Collective Agreement, the Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively by the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the bargaining unit;
 - (c) determine the direction of working forces, the schedule of operations, the number of shifts, job content, quality and quantity, standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked.

- 3.02 In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Collective Agreement as a whole.

ARTICLE 4 – UNION DUES

- 4.01 (a) The Employer shall deduct from the wages of each employee in the unit affected by the Collective Agreement, an amount equal to the current biweekly union dues as determined by the Union.
- (b) Such dues shall be forwarded to the Union within four (4) weeks of the end of the month in which the deductions were made, together with a list of the names of the employees from whom deductions have been made.
- 4.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made. The amount of deduction of union dues will be certified to the Employer over the signature of an authorized officer of the Union.
- 4.03 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction.
- 4.04 The Employer shall include the amount of the Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Union agrees to provide the Employer with a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 5.02 The Employer shall be obliged to recognize only the Union representatives of whom it has been so notified. A Union representative must be an employee of the Employer.
- 5.03 The Union acknowledges that Union representatives have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of his/her immediate supervisor. Such permission will not be unreasonably withheld. No employee who is a Union representative shall lose any wages for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article 8 hereof.

- 5.04 The Employer agrees that the Union may use the notice board in the space provided by the Employer to post thereon notices relating to Union matters. The Union shall not post notices which are objectionable to the Employer.
- 5.05 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where he/she has received the permission of the Administrator or his/her delegated representative. Such permission will not be unreasonably withheld.
- 5.06 The Union agrees that no employee or Union official will solicit membership in the Union or engage in any Union business or activity on Employer time during his/her working hours or during the working hours of any employee.
- 5.07 All correspondence arising out of this Collective Agreement shall pass to and from the Administrator or designate and the Secretary of the Local Union or delegate.
- 5.08 The President, or designate of the Local Union shall be granted up to fifteen (15) minutes at a time designated by the Employer in order to acquaint new employees falling within the scope of this Collective 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. A member of management may be present during this period.
- 5.09 When meeting with employees to conduct negotiations, the Employer will pay the President or designate and the Union will pay two (2) other employees to be entitled to a leave of absence without loss of regular pay or benefits to attend as a representative of CUPE. Such employees shall be entitled to a leave of absence without loss of regular pay or benefits.
- 5.10 The Employer agrees to provide the names, addresses and phone numbers of the new employees to the Union every six (6) months.

ARTICLE 6 – DEFINITIONS

- 6.01 The word "employee" shall mean a person covered by this Collective Agreement.
- 6.02 The words "full-time employee" shall mean a person covered by this Collective Agreement who regularly and recurrently works the full-prescribed biweekly hours as specified in Article 11, exclusive of overtime.

- 6.03 The words “part-time employee” shall mean a person who, on a regular and recurring basis, works less than the full prescribed biweekly hours as specified in Article 11, exclusive of overtime.
- 6.04 The words "term employee" shall mean a person who is employed for a specific time period or until completion of a particular project to a maximum of **eight (8)** months. No employee shall be laid off and rehired for the purpose of extending the period of **term** employment.
- The duration of a term position may be extended by mutual agreement of the Parties, in writing.**
- 6.05 **The words “casual employee” shall mean a person who is called occasionally by the Employer on an unscheduled basis to replace an absent employee. The terms of this Agreement shall not apply to the casual employee with the exception of Article 30 – Casual Employees.**
- 6.06 “Biweekly period” shall mean two (2) weeks constituting a pay period.
- 6.07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 6.08 **The words “basic hourly rate of pay” shall mean the hourly rate of pay applicable to the employee as set out in Schedule “A”.**
- 6.09 “Weekend” shall mean a consecutive Saturday and Sunday.

ARTICLE 7 – PROBATIONARY PERIOD

- 7.01 (a) Probationary period for full-time employees will be for a period of three (3) months from the date of hire.
- (b) Probationary period for part-time employees will be for a period of four (4) months from the date of hire.
- Probationary period for casual employees will be for a period of four (4) months from the date of hire or four hundred (400) hours worked, exclusive of overtime, whichever is greater.
- (c) During this period, the Employer may, in its sole and exclusive discretion, dismiss, suspend, discipline or demote and such action shall be deemed to be for just cause and therefore shall be subject to a grievance and/or arbitration.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Collective Agreement, a grievance shall hereafter mean any dispute regarding the interpretation, application or alleged violation of this Collective Agreement.
- 8.02 Discussion Stage
- Within twenty (20) days of the occurrence of the grievance, the employee shall attempt to resolve the dispute with his/her immediate supervisor who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within ten (10) days of the employee becoming aware of the grievance situation.
- 8.03 Step 1
- If the grievance is submitted but not resolved within five (5) days from the time the grievance was first discussed with the supervisor, the grievor and/or the Union representative may, within the ensuing seven (7) days, submit the grievance in writing to the Administrator or his delegated representative.
- 8.04 Step 2
- Failing a satisfactory settlement being reached in Step One, either party may refer the matter to arbitration within fourteen (14) days of the Administrator’s decision by giving notice to the other Party, in writing.**
- 8.05 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Administrator or designate within seven (7) days of the discharge or suspension.
- 8.06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Administrator or designate.
- 8.07 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure.
- 8.08 The word “days” as used in Article 8 and 9 shall mean consecutive calendar days, other than Saturdays and Sundays, or a General Holiday as referred to in Article 14.
- 8.09 The foregoing time limits may be extended by written mutual consent of the Parties.

ARTICLE 9 – ARBITRATION PROCESS

9.01 If the Union and the Employer cannot reach a satisfactory settlement, the grievance shall be submitted to an arbitrator. The following will be used on a rotating basis:

- (a) Kris Gibson
- (b) Arne Peltz
- (c) Michael D. Werier
- (d) Blair Graham

If an individual of the above noted panel, who has been requested in his turn to act as an arbitrator, shall be unable or unwilling to act he shall not again be requested to act as the arbitrator until his name comes up again on the regular rotation of the panel.

9.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

9.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the arbitrator shall be governed by the provisions of this Collective Agreement.

9.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted must present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Collective Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Collective Agreement.

9.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he deems equitable.

9.06 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

9.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith

in proceeding to adjust grievances in accordance with the provisions of this Collective Agreement.

- 9.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.
- 9.09 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of this Collective Agreement to impose or require the parties to accept a suggested settlement to the matter in dispute. All expenses and fees that maybe incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 10 – CONTINUANCE OF OPERATIONS

- 10.01 It is agreed that while this Collective Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 8 hereof.
- 10.02 It is further agreed that the Union shall not cause, sanction or consent to any strikes, stoppages of work or slowdowns.
- 10.03 The Employer shall not lockout any of its employees while this Collective Agreement is in force.
- 10.04 Should the parties fail to conclude a new contract prior to the expiry date of this Collective Agreement, all provisions herein contained shall remain in full force until a new Collective Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- 10.05 The Union agrees to give the Employer at least one (1) week (7 days) written notice as the intended time and date of the strike action.
- 10.06 The Employer agrees to give the Union at least one (1) week (7 days) written notice as the intended time and date of lockout.

ARTICLE 11 – HOURS OF WORK

- 11.01 (a) Regular hours of work will be eight (8) hours per day, inclusive of paid rest and meal periods.
- Employees will receive a fifteen (15) minute rest period in each half of an eight (8) hour shift. Employees will receive a thirty (30) minute meal period at approximately the halfway point of an eight (8) hour shift.
- Rest and meal periods will be scheduled by the Employer based on operational requirements.
- Rest and meal periods will be taken away from the work station.
- (b) An average of eighty (80) hours in a biweekly period.
- 11.03 A shift commencing at or about 11 p.m. shall be considered the first shift of each calendar day.
- 11.04 Shift schedules for a period of not less than four (4) calendar weeks shall be posted at least two (2) calendar weeks before the beginning of the scheduled period. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.
- 11.05 Any proposed exchange of shifts between employees shall be submitted in writing at least eight (8) hours prior to the proposed exchange to the Elder Coordinator or designate of the Elder Coordinator. The proposal must be approved prior to the shift exchange. Such requests shall not result in any additional costs to the Employer.
- 11.06 The parties shall work together cooperatively on scheduling issues in order to, as far as is reasonably possible, ensure that the schedule:
- (a) reduces or eliminates split shifts;
 - (b) fairly distributes days, evenings and night shifts;
 - (c) fairly distributes vacation so as to maximize the opportunity to take vacation without interruption, yet at the same time fairly allocating prime vacation time (e.g. summer, Christmas);
 - (d) fairly distributes weekends and provides every second weekend off;
 - (e) provides for adequate coverage of work responsibilities; and
 - (f) minimizes overtime.

- 11.07 Every employee shall have a minimum of fifteen and one-half (15½) hours between shifts, unless otherwise agreed to between the employee and the Employer in writing.
- 11.08 During the changeover from Daylight Savings Time to Central Standard Time, or vice versa, an employee shall be paid at her straight time hourly rate of pay for actual hours worked.
- 11.09 The Employer will, subject to operational requirements, try to schedule so as to avoid an employee working more than seven (7) consecutive days.

ARTICLE 12 – OVERTIME

- 12.01 Overtime shall be authorized by the Employer and worked in excess of regular daily or biweekly period hours established in accordance with Article 11.
- 12.02 Employees shall be paid overtime at the rate of one and one-half times (1½ x) their basic hourly rate of pay.
- 12.03 Employees who work approved overtime may, by mutual agreement, take time off in lieu of overtime pay. This option must be acceptable to the Elder Coordinator or designate and the employee and must be decided at the time the overtime is worked, whenever possible. Such time off in lieu of overtime pay shall not exceed forty (40) hours at any time. Hours accumulated in excess of forty (40) hours shall be paid out in the following pay period. Such hours shall be utilized by the first day of the last month of each fiscal year. Such time off not taken by (1) month before such time shall be paid out.
- 12.04 An employee required to work more than three (3) hours overtime immediately following a regular shift shall be provided with a lunch.
- 12.05 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 12.06 The Employer will make all reasonable efforts to avoid overtime but by the nature of its operations it will be required from time to time.

If required, unanticipated overtime will first be offered to the most senior employee on the shift and thereafter in decreasing order of seniority. If sufficient employees on the shift do not wish to work the overtime and no other employee is readily available to work the overtime (with the Employer verifying this by making calls to employees who have indicated a willingness to work overtime and casual employees), **then** the Employer will assign the work to junior employee(s), and such person(s) must then work the overtime.

Anticipated overtime shall be offered in order of seniority to those employees within the classification who are able to perform the work.

Overtime will be divided as equitably as reasonably possible among employees who are qualified to perform the available work.

The Elder Coordinator shall document the assigning of overtime.

Employees may indicate that they are willing to work overtime in writing.

ARTICLE 13 – ANNUAL VACATION

- 13.01 The vacation year shall be from the first (1st) day of April in one year to the thirty-first (31st) day of March in the next year.
- 13.02
- (a) Employees who have completed less than twelve (12) months of service on or before March 31st of the current year shall be granted .833 days per month of service to a maximum of two (2) weeks. Vacation pay for such employees will be four percent (4%) of regular earnings for the vacation year.
 - (b) Employees who have completed one (1) year of service on or before March 31st of the current year shall be granted two (2) weeks' vacation. Vacation pay for such employees will be four percent (4%) of regular earnings for the vacation year.
 - (c) Employees who have completed three (3) years of service on or before March 31st of the current year shall be granted three (3) weeks' vacation. Vacation pay for such employees will be six percent (6%) of regular earnings for the vacation year.
 - (d) Employees who have completed ten (10) years of service on or before March 31st of the current year shall be granted four (4) weeks' vacation. Vacation pay for such employees will be eight percent (8%) of regular earnings for the vacation year.
 - (e) **Employees with fifteen (15) years of service or more on or before March 31st of the current year, shall receive five (5) weeks' vacation. Vacation pay for such employees will be ten percent (10%) of regular earnings for the vacation year.**
 - (f) For the purposes of Articles 13.02 (a), (b), (c), and (d), "regular earnings" during the vacation year include all hours paid by the Employer except overtime.

For the purposes of the above provisions:

“Two (2) weeks’ vacation” shall mean a period of fourteen (14) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Three (3) weeks’ vacation” shall mean a period of twenty-one (21) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Four (4) weeks’ vacation” shall mean a period of twenty-eight (28) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Five (5) weeks’ vacation” shall mean a period of thirty-five (35) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

Upon request, an employee may be permitted to retain five (5) days of their vacation for the purpose of taking time off for personal reasons such as religious observance or special occasion.

- 13.03** Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year. One (1) year of service is equivalent to two thousand and eighty (2080) hours paid.
- 13.04** The employer will post a vacation entitlement list not later than February 28th prior to the vacation cut-off date as per 13.01. Employees shall indicate their preferences as to vacation dates by March 15th. An employee who fails to indicate his/her choice of vacation by March 15th shall not have preference in the choice of vacation time, where other employees have indicated a preference. Vacation scheduling shall be approved by the Elder Coordinator or designate giving due consideration to the effective operation of the facility. All remaining vacation not requested by January 15th of the following year will be assigned by the Elder Coordinator.
- 13.05** The Employer will post an approved vacation schedule by April 15th. The Employer will give due consideration to employee preference and individual circumstances, including seniority. Such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

- 13.06 An employee with earned vacation will be entitled to receive an unbroken vacation period of up to three (3) weeks in duration. Longer unbroken vacation will be subject to operational requirements.
- 13.07 Vacation time will not normally be scheduled in the period between December 15th and January 5th, however this does not preclude an application for leave during this period.
- 13.08 In the case of conflict in the choice of vacation dates, the employee with the most seniority in a classification shall be given first preference.
- 13.09 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 13.10 (a) In the event that an employee is hospitalized as an in-patient 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 in-patient hospitalization period and the displaced vacation shall be rescheduled. Proof of such in-patient hospitalization shall be provided if requested.
- (b) Where an employee is subpoenaed for jury during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 13.11 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer and provided the employee has earned sufficient vacation days for the time off in question.
- 13.12 For the purposes of Article 13, regular earnings during the vacation year include all hours paid by the Employer except overtime.
- 13.13 An employee who suffers a bereavement loss during his/her vacation period and is entitled to bereavement leave under Article 16 shall have his/her vacation extended by the length of the bereavement leave entitlement.

ARTICLE 14 – GENERAL HOLIDAYS

14.01 General Holidays

The following days will be recognized as General holidays:

New Year's Day

Civic Holiday

Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or any other day proclaimed as a statutory holiday by the federal, or provincial government.

14.02 General Holiday Pay – Full-Time Employees

- (a) All full-time employees will receive either the designated general holiday scheduled off with pay or, if scheduled to work on the general holiday, will receive one and one-half (1½) times their regular wages for all hours worked on the general holiday and have another day scheduled off, with pay, in lieu of the general holiday, within thirty (30) days immediately after the holiday at a time mutually agreed to. If mutually agreed to by the Employer and employee, in lieu day may be taken at another time.
- (b) Full time employees shall be allowed to maintain up to four (4) alternative days off in lieu of General Holidays, for the employee's future use, a time mutually agreed to between the Employee and the Employer. The Employee shall submit his/her request for time off at least one week prior to the date requested. Approval will be based on operational requirements and will be granted whenever possible. If compensating time is impractical to schedule by March 1st of any year, the Employee shall receive her regular rate of pay for all days banked on the final pay period in March.

14.03 If a general holiday falls within the annual vacation of a full-time employee, and the employee would have been entitled to the general holiday had she not been on vacation, then the employee shall receive a day off with pay at a time mutually agreed to, equal to her average daily wage, or receive a day's pay if mutually agreed to.

14.04 Full time employees on any unpaid leave of absence, or in receipt of Workers' Compensation, Manitoba Public Insurance ("MPI") or any other insurance related compensation payments will not be eligible to receive general holiday pay.

14.05 If a general holiday falls on a day on which a full-time employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

- 14.06 (a) A request for a stat day off in lieu must be submitted in writing at least ten (10) days prior to the Ate requested. If it is impossible to schedule as per above by the end of the fiscal year, the employee shall be paid for the stat day(s) at her regular hourly rate of pay.
- (b) The Employer shall approve or deny stat day requests within seven (7) calendar days of the request by an employee, or a shorter period of time as may be agreed to by the parties.
- 14.07 If an employee has not requested his/her stat days in lieu of General Holidays by March 1st, the employee will be paid for all days in lieu of General Holidays at his/her regular rate of pay on the last period in March.
- 14.08 As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, or New Year's Day shall be assigned with January 2nd, unless otherwise mutually.
- 14.09 Subject to operational requirements, the Employer agrees to make reasonable efforts to schedule employees over Christmas and New Year's so as to accommodate personal preferences. Normally scheduled shift patterns may not apply during the holiday season to allow for scheduling during this period.
- 14.10 All employees are required to be available to work on either Christmas Day or New Year's Day each year as determined by the Employer.

ARTICLE 15 – INCOME PROTECTION IN CASE OF ILLNESS

- 15.01 An employee shall be entitled to payment of his/her regular salary during absence from work due to illness or injury sustained by him/her, for which compensation is not payable by Workers Compensation Board (WCB) or by Manitoba Public Insurance (MPI), to the extent that he/she has accumulated income protection credits, as specified in Article 15.
- 15.02 An employee who is unable to attend scheduled work due to illness is required to notify the Elder Coordinator or designate (who will on off hours be a bargaining unit employee) at least two (2) hours prior to a day shift, three (3) hours prior to an evening shift and four (4) hours prior to a night shift.
- 15.03 An employee returning to work following an absence of one (1) week or more shall inform the Employer at least twenty-four (24) hours prior to her return to work.
- 15.04 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.

- 15.05 The Employer reserves the right to require a medical examination by a qualified medical practitioner, chiropractor or a medical certificate or report on the form prescribed by the Employer as proof of the validity of any claim for income protection and may result in a refusal of permission for the employee to resume his/her duties.
- 15.06 Except for the health-related portion of a Maternity Leave, income protection benefits are not payable while an employee is on maternity leave. Income protection benefits are not payable while an employee is on paternal leave.
- 15.07 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 15.08 Upon written request, not more than every three (3) months, the Employer shall provide accrued income protection, expressed in hours, to the employee within seven (7) calendar days.
- 15.09 Full time employees shall accumulate income protection at the rate of one and one-quarter (1¼) days for each one hundred and sixty-eight (168) hours worked.
- 15.10 (a) Employees shall make every effort to schedule medical, dental, and/or chiropractic examinations, treatments and/or appointments outside of their scheduled working hours. However, in the case where this is not possible, an employee shall be allowed time off with pay to attend medical, dental and/or chiropractic examinations, treatments and/or appointments to the extent that she has accumulated sufficient income protection credits with the proviso that:
- (i) If the employee chooses a doctor, dentist or chiropractor outside of her community, the employee will be granted necessary time off with pay.
 - (ii) An employee cannot utilize this Article more than three (3) times per calendar year. In each case an employee may be requested to bring a note from the doctor/doctor's office indicating the date and time of the examination, treatment or appointment. The current practice of an employee in the Attendance Management Program paying for necessary documentation from the physician will continue for the lifetime of the Collective Agreement.
 - (iii) An employee who is required by the Employer to have a Functional Capacity Examination shall do so at the Employer's expense.

- (b) An employee who will be absent under the conditions outlined in Article 15.12 must give a reasonable period of notice to her department prior to the starting time of her shift. Reasonable notice for prescheduled medical, dental or chiropractic examination or treatment will be twenty-four (24) hours. An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

- 15.11 An employee requesting accommodation necessitating medical documentation from the employee shall pay the costs for such necessary medical documentation.
- 15.12 In the event of a family illness, including a spouse, child or parent, the employee may access up to five (5) days of accumulated sick time in order to attend to the ailing relative. Income protection that may be utilized for this purpose is limited to days accumulated in excess of nine (9) days during the employee's first year of employment and days accumulated in excess of twelve (12) thereafter.
- 15.13 Upon termination of employment for any reason, unused income protection credits will be forfeited.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.01 Except as otherwise expressly provided herein, leaves of absence with or without pay will be granted at the sole discretion of the Employer.
- 16.02 Except in emergency circumstances, all requests for leave of absence must be made in writing to the Coordinator or designate at least ten (10) working days in advance, specifying the reason for the leave and the proposed dates of departure and return.
- 16.03 Subject to being able to perform the work, and unless otherwise agreed by mutual consent, an employee who is granted leave of absence in excess of four (4) calendar weeks will be employed upon his/her return in his/her former classification at the same salary level.
- 16.04 Employees will be granted maternity and paternal leave in accordance with *The Employment Standards Code*.
- (a) Maternity Leave
- (i) An employee shall be granted up to seventeen (17) weeks of maternity leave without pay.

- (ii) A written request for maternity leave of absence must be submitted in writing at least eight (8) weeks before the day such leave is to commence.
- (iii) Prior to returning to work early, the employee must give the Employer two (2) weeks' advance notice of the date when she is ready to resume work, and the Employer will try to put her on the next duty roster at her former classification.
- (iv) The employee must have completed six (6) months of continuous employment with the Employer prior to the intended date of the leave unless otherwise agreed by the Employer.

(b) Paternal/Adoption Leave

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

- (i) he/she becomes a mother or father as a result of the birth or adoption of a child
- (ii) he/she has worked for the Employer for at least six (6) consecutive months; and
- (iii) he/she applies in writing to the Employer at least four (4) weeks before he/she intends to start a paternal leave.

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.

- 16.05** Failure to return to duty as scheduled following a leave of absence may be deemed to constitute a voluntary resignation unless satisfactory reason, in the judgement of the Employer, is given.
- 16.06**
- (a) An employee required to serve as a juror in any court of law shall receive leave of absence at her regular rate of pay, and remit to the Employer any payment received except reimbursement of expenses.
 - (b) An employee required to serve as a witness arising out of their employment duties in any court of law shall receive leave of absence at her regular rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

16.07 Union Leave

- (a) Employees elected or appointed to do Union work over and above that work specified in Article 5 shall be granted reasonable leave of absence without pay. The Union agrees to give at least seven (7) days' notice or less as may be mutually agreed by the parties, except in cases of emergency.
- (b) Such requests shall not be unreasonably denied. The Employer will continue to pay the employees subject to total recovery of wages, benefits and other related costs from the Union within sixty (60) calendar days.

16.08 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.

16.09 An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year during the term of the position. Said renewal request for Union leave will not be unjustly withheld.

16.10 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office.

16.11 Bereavement Leave

- (a) A leave of three (3) days without loss of pay or benefits will be given in the event of the death of a parent, wife, husband, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancé(e), stepchild, stepbrother, stepsister, stepfather and stepmother.
- (b) A leave of absence of one (1) day without loss of pay or benefits will be given in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, brother-in-law, grandparent-in-law and any other relative residing in the same household.
- (c) A leave of absence of one (1) day without loss of pay or benefits will be given to an employee to attend a funeral as a pallbearer, one-half (½) day as a mourner.

- (d) When a funeral is outside the City of Winnipeg the following will apply:
 - (i) Within one hundred and fifty (150) kilometres from the City of Winnipeg, one (1) additional day will be granted for travelling time, without pay.
 - (ii) Over and above one hundred and fifty (150+) kilometres from the City of Winnipeg, three (3) additional days will be granted for travelling time, without pay.
- (e) Notwithstanding the provisions of Article 16.11(a) and (d), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) Periods. Such request is subject to the approval of the employer. In no circumstances, however, shall an employee be eligible for more shifts off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

16.12 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave;
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued; or
 - (B) if the leave was begun before the certificate was issued, the day the leave began

and

- (ii) The family member requires the care or support of one (1) or more family members.
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.

A family member for the purpose of this Article shall be defined as:

- (i) A spouse or common-law partner of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabitating with him or her in a conjugal relationship of some permanence;
- (ii) A child of the employee or a spouse or common-law partner of the parent;
- (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 eth applicable regulations of *The Employment Standards Code*.
- (f) Unless the employee and the Employer otherwise mutually agree, an employee may end her or his compassionate care leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice of her or his expected return. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternative staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue for the period of leave on the basis of an employee's equivalent full time (e.f.t.).
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 16.11.
- (i) In the event of conflict with *The Employment Standards Code* and Regulations there under and this section, *The Employment Standards Code* and Regulations there under shall prevail.

ARTICLE 17 – TERMINATION OF EMPLOYMENT

- 17.01 An employee may terminate his employment by giving to his/her Employer a written notice of intention to terminate employment of four (4) calendar weeks prior to the date of termination, exclusive of any vacation due.
- 17.02 Employment may be terminated with lesser notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for just cause.
- 17.03 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice, except in cases of dismissal for just cause. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice such longer notice must be provided or greater sum paid.

ARTICLE 18 – SALARIES AND INCREMENTS

- 18.01 The wages payable to any employee in his/her respective classification shall be those set forth in the Schedule "A" hereto appended.
- 18.02 Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,080 hours of service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,160 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of 6,240 hours of service, or 54 months, whichever occurs first. The Employee becomes entitled to move to Step 4 upon completion of 8,320 hours of service or 72 months, whichever occurs first.
- 18.03 All payment of wages will be by direct deposit into an account of a major banking institution of the employee's choice. A statement of earnings will be available to each employee on payday.

ARTICLE 19 – POSTINGS, VACANCIES AND TRANSFERS

- 19.01 Should the Employer determine that it will fill a vacant position or if a new position is created which falls within the scope of this Collective Agreement, it

shall be posted on all bulletin boards for at least seven (7) calendar days. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of posting.

- 19.02**
- (a) Part-time employees may indicate that they are willing to work additional hours by submitting sign up sheets to the Elder Coordinator or his/her designate. Such work will be offered on the basis of seniority (equitably on a rotating basis) provided that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
 - (b) Should the part-time employee as described in (a) above refuse to report to work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth not be offered additional hours until the Employer in its sole discretion determines it appropriate to do so.
- 19.03**
- (a) When the Employer determines that a temporary vacancy exists of longer than twelve (12) weeks' duration, the vacancy shall be posted and filled in accordance with Article 19. Additional postings shall not be required for the position of the employee who is awarded the temporary vacancy. Upon completion of the temporary vacancy, the employee shall be returned to his/her former position. In the event that the employee's former position is no longer current, the employee shall have the right to exercise her rights pursuant to Article 21.
 - (b) In the event that a temporary vacancy is created by another employee's absence and such employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). Such employee returning from a leave will provide the Employer with as much notice as possible of his/her date of return. Then, the Employer shall provide the employee in the temporary vacancy with notice of such other employee's return. Nothing herein shall prevent the Employer from temporarily filling any temporary vacancy for a period of up to twelve (12) weeks duration as the Employer may deem appropriate.
 - (c)
 - (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
 - (ii) Additional casual hours worked by a part-time employee, exclusive of overtime, shall be included in the determination of seniority.

- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits and general holiday pay in accordance with Article 28.05.
- (d) Where the Employer determines that employees are to be replaced during periods of less than twelve (12) weeks, Article 28.09 shall apply, whenever possible unless Employees are applying for a higher equivalent full time (e.f.t.) or permanent position.
- (e) The duration of a temporary position may be extended by mutual agreement of the Parties in writing.

ARTICLE 20 – EMPLOYEE EVALUATION DISCIPLINE AND DISMISSAL

- 20.01 Upon request, every employee shall receive a copy of each written evaluation of his/her work performance. She shall retain the right to have the assistance of the Union representative in any dispute relative to work performance, including the grievance and arbitration procedures of this Collective Agreement. The employee will sign the written evaluation as an acknowledgement that she has reviewed the evaluation.
- 20.02 When an employee is disciplined in writing, or an employee other than a probationary employee is dismissed, the Employer shall supply written reasons to the employee at the final meeting with a copy to be submitted to the Union.
- 20.03 Union representation is at the sole discretion of the employee. No matter if it is for disciplinary action or not, the employee can request a shop steward to be present at any meeting with the Employer. Any employee required to meet with his/her Employer for discipline or evaluation purposes shall be informed of their right to have Union representation present.
- 20.04 An employee may be discharged or suspended for just cause only upon the authority of the Administrator or designate. Such employee shall be advised promptly in writing of the reason for his/her dismissal or suspension, with a copy being sent to the Union Representative.
- 20.05 The Employer agrees to delete any notice of discipline from an employee's personnel file after twenty-four (24) months have elapsed from the date of incident, provide no similar incident has occurred during that period.

ARTICLE 21 – LAYOFF AND RECALL

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

- 21.09 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise his/her seniority rights, to displace a less senior employee. Any employee thus displaced shall also be entitled to exercise his/her seniority rights. Employees cannot bump to a higher equivalent full time (e.f.t.), and can bump only equal to or lower equivalent full time (e.f.t.) than the position that they are currently in.
- 21.10 Accumulated vacation entitlement shall be paid out at the time of layoff.

ARTICLE 22 – SENIORITY

- 22.01 Seniority shall be defined as an employee's total accumulated regular paid hours of service calculated from the date the employee last entered the service of the Employer exclusive of overtime hours. In the event of a promotion, demotion, transfer, layoff, reduction in hours and recall, seniority shall be the determining factor. For the purposes of implementation, seniority accrued under the Parties' prior Collective Agreement with an expiry date of April 18, 2012 shall be retained as calculated thereunder.
- 22.02 Seniority and employment will terminate if an employee:
- (a) resigns;
 - (b) is discharged and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off for more than twenty-four (24) consecutive months;
 - (d) fails to report for duty when instructed to do so;
 - (e) fails to report to work after recall as specified in Article 21;
 - (f) fails to report to work as scheduled at the end of a leave of absence, vacation, suspension without an explanation satisfactory to the Employer.
- 22.03 Seniority will continue to accrue for full-time and part-time employees if an employee:
- (a) is on any period of paid hours;
 - (b) is on any unpaid leave of absence up to a maximum of four (4) weeks;
 - (c) is on any period of WCB benefits (for a workplace accident at the Employer's workplace), Employment Insurance Sick Benefits, MPI, or D&R benefits up to a maximum of twenty-four (24) months;

- (d) is on approved maternity leave, parental leave, adoption leave, citizenship, court leave, bereavement leave or compassionate care leave; or
- (e) is on any period of Union leave.

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

- (a) is on any unpaid leave of absence longer than four (4) weeks;
- (b) is on any period of WCB benefits (for a workplace accident at the Employer's workplace), Employment Insurance Sick Benefits, MPI, or D&R benefits for more than twenty-four (24) months;
- (c) is laid off and not recalled for a maximum of twenty-four (24) months.

22.05 The Employer shall furnish to the Union by the first Monday in April of each year a seniority list showing the name, date of hire and accumulated seniority hours-to-date of all employees coming under the terms of the Collective Agreement.

22.06 **If an employee is absent from work for more than twenty-four (24) consecutive months that employee's position may be permanently posted at the discretion of the Employer. When the absent employee is able to return to work, they shall be awarded the next available position in accordance with their previous status and position.**

ARTICLE 23 – MAILING ADDRESS

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

Employer: Irene Baron Eden Centre
1385 Molson Street
Winnipeg, Manitoba
R2K 1E4

Union: Canadian Union of Public Employees
703 – 275 Broadway
Winnipeg, Manitoba
R3C 4M6

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

ARTICLE 24 – PERSONNEL FILE

- 24.01 (a) Upon written request, at least 72 hours in advance exclusive of Saturday and Sunday, an employee shall be given the opportunity to examine any document which is placed in his/her personnel file. The employee shall also receive an exact copy of any document forming part of his/her file at his/her own expense.
- (b) An employee accompanied by a Union Representative if he/she so elects, may examine his/her personnel file on request.
- (c) There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 25 – SUBCONTRACTING OUT

- 25.01 If the Employer intends to contract out work which results in the displacement of employees, the Employer will notify the Union at least sixty (60) calendar days in advance of such changes to reasonably explore alternatives.

ARTICLE 26 – TERM POSITIONS

- 26.01 (a) **Except as provided herein**, all employees shall be allowed to apply for term positions, if the candidate meets the position requirements. **Employees in term positions shall not be allowed to apply for term positions of the same or lower EFT.** The employee will return to his/her former position once the term position has been completed.
- (b) Part-time employees shall be allowed to apply for term positions if the request does not interfere with regular scheduling. The part-time employee will be permitted to return to his/her regular position once the term is completed.
- (c) Term positions will be posted and filled in accordance with Article 19.
- 26.02 A term position shall not exceed a period of eight (8) months unless agreed to by both parties to the Collective Agreement. This does not include parental leave, situations of extended absence due to non-workplace illness or injury, situations of extended absence due to workplace illness or injury, and situations of extended absence when an employee has been in a motor vehicle accident.

ARTICLE 27 – JOINT LABOUR MANAGEMENT COMMITTEE

- 27.01 The parties hereto agree to a joint committee established to deal with such matters of mutual concern as may arise from time to time in the operation of the facility.
- 27.02 The committee will be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed four (4) members. The Local Union committee may at any time have a representative from the Canadian Union of Public Employees. The Employer may at any time have a third representative present.
- 27.03 The committee shall meet as and when required upon five (5) working days' written notice being given by either party. Such meetings shall not be called an unreasonable number of times yearly.
- 27.04 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 of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 28 – PART-TIME EMPLOYEES

- 28.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time employees.
- (a) Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula.
- $$\frac{\text{Hours Paid at Regular Rate of Pay} \times \text{Entitlement of a Full-Time Employee}}{\text{Full-Time Hours}}$$
- (b) Part-time employees may claim payment from accumulate income protection credits for only those hours they were scheduled to work but were unable to work due to illness.
- (c) Part-time employees having accumulated an entitlement to income protection credits may claim payment against accumulated credits only with respect to his/her permanent or temporary EFT excluding call-in shifts (unless call-in shifts were scheduled at least five (5) days prior to the date for which the employee calls in sick).

- 28.02 Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year, one (1) year of service is equivalent to two thousand and eighty (2080) hours paid.
- 28.03 For the purposes of Article 13, regular earnings during the vacation year include all hours paid to the employee unless specified elsewhere in the Collective Agreement.
- 28.04 Subject to operational requirements, part-time employees shall, upon request, receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.
- 28.05
- (a) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be calculated on all regular hours paid and shall be included in each regular pay.
 - (b) When these employees are scheduled to work on a general holiday they will receive one and one half (1½ x) times their basic pay for all hours worked on the general holiday.
- 28.06 Overtime shall be all time authorized by the Employer and worked in excess in regular daily or biweekly period hours specified in Article 11.
- 28.07 Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,080 hours of service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,160 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of 6,240 hours of service or 54 months, whichever occurs first. The employee becomes entitled to move to Step 4 upon completion of 8,320 hours of service or 72 months, whichever occurs first.
- 28.08 Bereavement Leave
- (a) A leave of absence of three (3) days without loss of pay or benefits will be given in the event of the death of a parent, wife, husband, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancé(e), stepchild, stepbrother, stepsister, stepfather and stepmother.
 - (b) A leave of absence of one (1) day without loss of pay or benefits will be given in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, brother-in-law, grandparent-in-law and any other relative residing in the same household.

- (c) A leave of absence of one (1) day without loss of pay or benefits will be given to an employee to attend a funeral as a pallbearer, one-half (½) day as a mourner.
- (d) When a funeral is outside of the City of Winnipeg the following will apply:
 - (i) Within one hundred and fifty (150) kilometres from the City of Winnipeg, one (1) additional day will be granted for traveling time, without pay.
 - (ii) Over and above one hundred and fifty (150+) kilometres from the City of Winnipeg, three (3) additional days will be granted for traveling time, without pay.
- (e) **Notwithstanding the provisions of Article 28.08(a) and (d), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval by the Employer. In no circumstances however, shall an employee be eligible for more shifts off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.**

28.09

- (a) Part-time employees may indicate that they are willing to work additional available hours by indicating their availability to the Elder Coordinator or his/her delegate. Such work will be offered on the basis of seniority (equitably on a rotating basis) provided that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (b) Should the part-time employee as described in (a) above refuse to report to work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth not be offered additional hours until the Employer in its sole discretion determines it appropriate to do so.
- (c)
 - (i) Where a part-time employee is unable to work all or part of an additional available shift for any reason, payment shall be made only in respect of hours actually worked.
 - (ii) Additional casual hours worked by a part-time employee, shall be included in the determination of seniority.
 - (iii) Additional available hours worked by a part-time employee shall be included when determining an employee's earned vacation,

accumulated income protection credits and general holiday pay in accordance with Article 28.05.

- (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional available shifts.
- (v) When a part time employee is scheduled to work additional shifts for a period of time as described under Article 19.04, she shall be entitled to income protection benefits and bereavement leave.

ARTICLE 29 – VIOLENCE IN THE WORKPLACE

- 29.01 The Employer and the Union agrees that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.
- 29.02 The parties hereby agree as follows:
- (a) The Employer has responsibility to provide a safe workplace and take both remedial and preventative action in violence against employees.
 - (b) 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 related to violence against staff.
 - (c) Procedures for dealing with incidents of violence will be developed specifically:
 - (i) responsibility of the Employer and the employee;
 - (ii) who will inform the Employer;
 - (iii) who will call the police;
 - (iv) who will look after the medical needs of the employee;
 - (v) what reports will be made and by whom.
 - (d) Counselling and support will be available to help victims to recover from such incidents in cases where preventative measures have failed to prevent violent incidents.
 - (e) Education will be provided to the employees so they are aware of their responsibility to intervene when residents are aggressive. An emergency

response plan to deal with aggressive residents will be developed using an in-facility team or by contacting the police.

- (f) Employees coming in contact with potentially abusive/aggressive behaviors will be trained in security or self-protection.

ARTICLE 30 – ERRORS IN PAY

- 30.01 In the event of an error on an employee's pay of eight (8) hours or greater, the correction will be made within ninety-six (96) hours, if reasonably possible after the underpayment comes to the Employer's attention. If under eight (8) hours, the error will be corrected on the next pay. If an employee is overpaid, Irene Baron Eden Centre will collect the overpayment after it has made reasonable efforts to arrange a repayment schedule with the Employer, Irene Baron Eden Centre will collect the overpayment using a minimum biweekly repayment schedule of twenty-five dollars (\$25) and a maximum of forty dollars (\$40) biweekly.

ARTICLE 31 – CASUAL EMPLOYEES

- 31.01 The terms of this Collective Agreement do not apply to the casual employees, except as specified hereinafter:
- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of hours worked in a biweekly pay period.
 - (b) Casual employees are paid a salary that is not less than the start rate for the classification in which they are employed.
 - (c) Casual employees will be entitled to compensation for overtime worked at the rate of one and one-half (1½) times their basic rate of pay for all hours worked in excess of eight (8) hours in a day.
 - (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked.
 - (e) The Employer agrees to deduct Union dues biweekly in an amount specified by the Union. Such dues shall be forwarded to the Union within four (4) weeks of the end of the month in which the deductions were made together with a list of the names of the employees from whom deductions have been made. In the event that no payment is made during that pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (f) Increases as outlined in Schedule “A” shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,080 hours of service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,160 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to Step 3 upon completion of 6,240 hours of service or 54 months, whichever occurs first. The Employee becomes entitled to move to Step 4 upon completion of 8,320 hours of service or 72 months, whichever occurs first.
- (g)
 - (i) In addition to being called in for available work, casual employee’s calendar can express their availability to the Elder Coordinator by the first (1st) of every calendar month.
 - (ii) A casual Employee will be removed from the casual roster and have employment terminated if such employee unreasonably and consistently refuses to work shifts or is consistently unavailable to work without a valid reason.
 - (iii) **A casual employee will be removed from the casual roster and have employment terminated if they have not worked for ninety (90) calendar days, excluding approved leaves of absence.**
- (h) Casual employees shall accrue seniority based on hours worked and shall exercise their seniority when considered for posted positions according to their casual status outlined below:
 - (i) Former permanent employees who have gone to casual status without a break in service shall maintain their current increment step and their seniority to date, and shall be considered equal to permanent full and part-time employees when being considered for a posted position.
 - (i) All other casual employees shall be given consideration for posted positions after permanent full and part-time employees. Casual employees who are in part-time or full-time position at the time of the posting will be ranked using their casual hours’ seniority.

ARTICLE 32 – CANADA SAVINGS BONDS

- 32.01 The Employer agrees to provide payroll deductions from employees who wish to purchase Canada Savings Bonds, effective October 19, 2009.

ARTICLE 33 – BENEFITS

33.01 Benefit plan components and the sharing of premiums in place as of the date of ratification shall be continued for the lifetime of the Collective Agreement.

33.02 **Benefit plan components and premium sharing in place are as follows:**

- | | |
|-------------------------|---|
| • Basic Life | 100% Employer paid |
| • Dependant Life | 100% Employer paid |
| • AD and D | Included in Basic Life |
| • EAP | 100% Employer paid |
| • Enhanced EHC | 50% Employer paid; 50% Employee paid |
| • Dental | 50% Employer paid; 50% Employee paid |
| • D and R | 50% Employer paid; 50% Employee paid |

ARTICLE 34 – LABOUR/MANAGEMENT COMMITTEE

34.01 The Labour Management Committee will function as per the mutually agreed terms of reference for the committee.

ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

35.01 The Employer agrees to pay for the cost of coverage in an Employee Assistance Program (“EAP”).

ARTICLE 36 – WORKPLACE HEALTH AND SAFETY

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

In addition to the foregoing, it will be the job of the Workplace Safety and Health Committee to investigate all hazards and injuries that come before it resulting from work overload, working short staffed and workplace harassment and to make recommendations to the Employer to alleviate the conditions giving rise to these problem(s). The obligation of the Employer to act on said recommendations is as defined in *The Manitoba Workplace Safety and Health Act*.

36.02 One (1) bargaining unit member may sit on the Employer’s existing workplace Health and Safety Committee. It is agreed that both parties will cooperate to the fullest extent in matters of safety and health. Both parties agree that the terms of reference in this regard will be *The Manitoba Health and Safety Act* Regulation.

The Employer agrees to provide up to sixteen (16) hours per year time off with pay for the purposes of allowing Health and Safety Committee members to attend Manitoba Workplace Health and Safety approved seminars, courses and conferences and CUPE Health and Safety Courses.

ARTICLE 37 – NON-DISCRIMINATION

37.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful and safe workplace which is free from discrimination and harassment as defined under *The Manitoba Human Rights Code* **and** *The Workplace Health & Safety Act*.

The Employer, Union and the employees agree that there shall be no discrimination based on:

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

as provided by *The Manitoba Human Rights Code* **and** *The Workplace Health & Safety Act*.

37.02 The Employer and the Union agree that no form of harassment as defined under *The Manitoba Human Rights Code* shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving such harassment shall be treated in a confidential manner by both the Employer, Union and other identified persons.

37.03 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.

37.04 The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace. Situations involving sexual harassment shall be

treated in strict confidence by both the Employer and the Union, and other identified persons or employees.

ARTICLE 38 – DUTY TO ACCOMMODATE

- 38.01** The Employer, the Union, and Employee each agreed to abide by their obligations under *The Manitoba Human Rights Code*, the Collective Agreement, and *The Workers' Compensation Act* regarding the duty to accommodate.
- 38.02** Such duty to accommodate may, but need not, involve the waiving of relevant positions of the Collective Agreement.

ARTICLE 39 – NIGHT AND WEEKEND PREMIUM

39.01 Weekend Premium

A weekend premium of one dollar and thirty-five cent (\$1.35)* per hour shall be paid to an employee for all hours worked on any shift where the majority of the hours on that shift fall between 0001 hours on Saturday and 2400 hours on the following Sunday.

* Effective the first day of the first pay period following ratification, June 17, 2013.

39.02 Night Premium

A night premium of eighty-five cents (\$0.85) per hour shall be paid to an employee for all hours worked on any shift where the majority of the hours on that shift fall between 0001 hours and 0800 hours.

- 39.03** **An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours shall be paid an evening shift premium of thirty cents (\$0.30) per hour for that shift.**

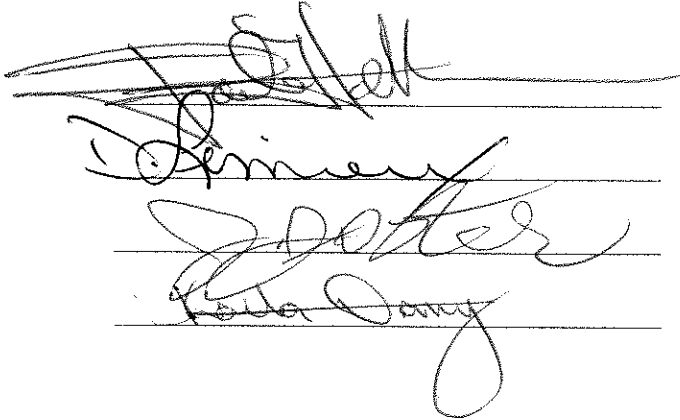
ARTICLE 40 – JOB DESCRIPTIONS AND CHANGES IN CLASSIFICATIONS

- 40.01** If there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days commence negotiations for the appropriate salary range. Any dispute as to whether a revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Collective Agreement.

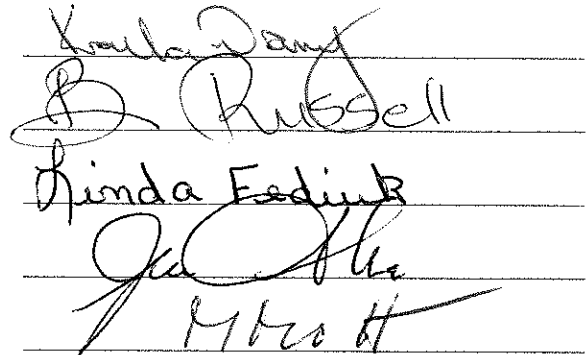
40.02 The Employer agrees to maintain job descriptions in effect as of December 6, 2012, for all positions and classifications within the bargaining unit and to forward copies to the Union. Newly developed or revised job descriptions prepared following the date of ratification shall be forwarded to the Union.

Dated this 23 day of August, 2016.

**ON BEHALF OF:
IRENE BARON EDEN CENTRE**

Handwritten signatures for Irene Baron Eden Centre on four horizontal lines. The signatures are: 1. A large, stylized signature that appears to be 'S. Bell'. 2. A signature that appears to be 'D. Minney'. 3. A signature that appears to be 'J. Porter'. 4. A signature that appears to be 'K. Dany'.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3753**

Handwritten signatures for Canadian Union of Public Employees, Local 3753 on four horizontal lines. The signatures are: 1. A signature that appears to be 'K. Dany'. 2. A signature that appears to be 'D. Russell'. 3. A signature that appears to be 'Hinda Fedjuk'. 4. A signature that appears to be 'J. H. H.'.

SCHEDULE "A"
HOURLY WAGES
IRENE BARON EDEN CENTRE

	START	2080 Hrs/ 18 Months	4160 Hrs/ 36 Months	6240 Hrs/ 54 Months	8320 Hrs/ 72 Months
HOMEMAKER	\$12.90	\$13.29	\$13.70	\$14.10	\$14.35
April 1, 2015 – .50%	\$12.96	\$13.36	\$13.77	\$14.17	\$14.42
April 1, 2016 – 1.25%	\$13.13	\$13.52	\$13.94	\$14.35	\$14.60
April 1, 2017 – 1.25%	\$13.29	\$13.69	\$14.11	\$14.53	\$14.78
April 1, 2018 – 1.25%	\$13.46	\$13.86	\$14.29	\$14.71	\$14.97
COOK	\$15.25	\$16.18	\$16.67	\$17.17	\$17.68
April 1, 2015 – .50%	\$15.33	\$16.26	\$16.75	\$17.26	\$17.77
April 1, 2016 – 1.25%	\$15.52	\$16.46	\$16.96	\$17.47	\$17.99
April 1, 2017 – 1.25%	\$15.71	\$16.67	\$17.17	\$17.69	\$18.22
April 1, 2018 – 1.25%	\$15.91	\$16.88	\$17.39	\$17.91	\$18.44
DIETARY AIDE	\$12.11	\$12.86	\$13.25	\$13.65	\$14.06
April 1, 2015 – .50%	\$12.17	\$12.92	\$13.32	\$13.72	\$14.13
April 1, 2016 – 1.25%	\$12.32	\$13.09	\$13.48	\$13.89	\$14.31
April 1, 2017 – 1.25%	\$12.48	\$13.25	\$13.65	\$14.06	\$14.49
April 1, 2018 – 1.25%	\$12.63	\$13.42	\$13.82	\$14.24	\$14.67

* In addition, employees will receive a signing bonus of 1% based on 1% of wages paid between April 1, 2015 and June 8, 2016.

LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753

-AND-

IRENE BARON EDEN CENTRE

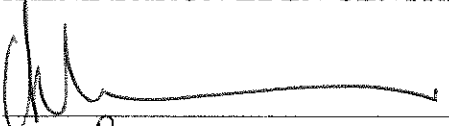
RE: DAMAGE TO PERSONAL BELONGINGS

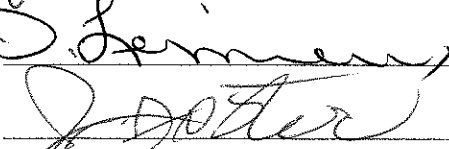
If an employee's glasses or personal belongings (including dentures, a medic alert bracelet, hearing aid and other medical devices and excluding uniforms/clothing and jewellery) are damaged as a direct result of performing their duties, the Employer agrees to make repair or make reasonable compensation following proper documentation of the incident and provided proof of such damage as submitted by the employee concerned to her supervisor during the shift in which the incident occurred causing such damage. The decision with respect to a claim for repair or compensation will be determined exclusively by the Employer. Such decision is not subject to grievance and/or arbitration.

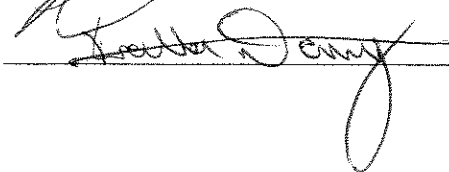
Excluded from this is damage which is a direct consequence of a compensable WCB accident and the accident caused personal injury.

Dated this 23 day of August, 2016.


**ON BEHALF OF:
IRENE BARON EDEN CENTRE**

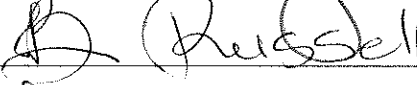








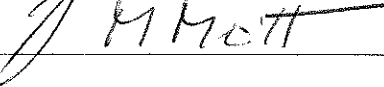
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3753**











LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753

-AND-

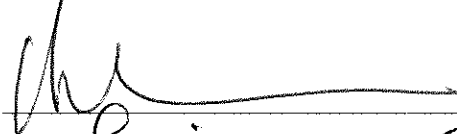
IRENE BARON EDEN CENTRE

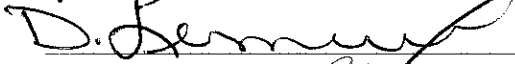
RE: JOB DESCRIPTIONS

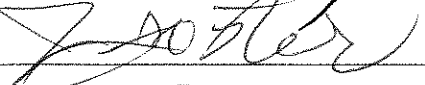
When the Employer commences a process of revising job descriptions for positions covered by the Collective Agreement it will continue to consult with the Union about such revisions. Such consultation may include discussions of such matters and the Union being offered the opportunity to provide input into such job descriptions. The Union recognizes such input may not be included in whole or in part and that the Employer retains sole discretion to determine final contents pursuant to its rights under Article 3.

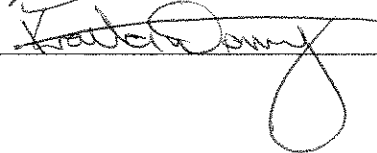
Dated this 23 day of August, 2016.

**ON BEHALF OF:
IRENE BARON EDEN CENTRE**




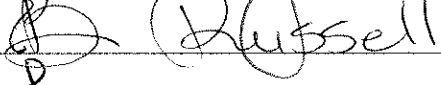


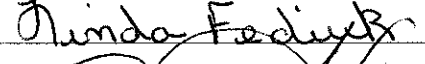


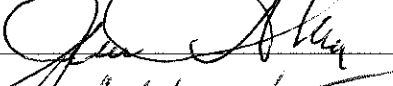


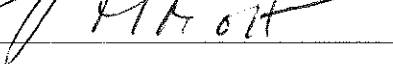
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3753**











LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753

-AND-

IRENE BARON EDEN CENTRE

RE: ARTICLE 12.06

Both Parties to this Collective Agreement agree to the following:

1. Unanticipated overtime is overtime with less than twenty-four (24) hours' of notice to the Employer; and
2. Anticipated overtime is overtime with more than twenty-four (24) hours' notice to the Employer.

Dated this 23 day of August, 2016.

ON BEHALF OF:
IRENE BARON EDEN CENTRE

ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3753

D. Lemieux
J. Jester
Karla Dany

Karla Dany
B. Russell
Rinda Fedink
Ju. Alude
Mozott