



**COLLECTIVE AGREEMENT**

**- BETWEEN -**

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

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2136**

**TERM OF AGREEMENT:**

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

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**ARTICLE 1 – PREAMBLE**

- 101 It is the desire of both parties to this Agreement:
- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and its staff affected by this Agreement;
  - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
  - (c) To encourage efficiency in operations;
  - (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union recognizing that the first consideration is the welfare of the residents of the Home.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 201 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Personal Care Home;
  - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time;
  - (c) To hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided 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 and dealt with as hereinafter provided;
  - (d) To have the right to plan, direct and control the work and direction of employees and the operation of the Personal Care Home to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel;

- (e) To exercise any of the rights, powers, functions or authority which the Employer held prior to the signing of this Agreement, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

202 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 3 – RECOGNITION AND NEGOTIATIONS**

301 **Bargaining Unit**

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer in its Personal Care Home at 3015 Victoria Avenue, Brandon, Manitoba save and except nurses, licensed practical nurses, physiotherapists, occupational therapists, supervisors, office staff, food service supervisor, activities directors, social hostess and those excluded by the *Labour Relations Act*.

302 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their designated representative which may conflict with the terms of this Collective Agreement.

303 **Correspondence**

All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the Executive Director and the Secretary of the Union with a copy to the staff representative of the Union.

304 **Work of the Bargaining Unit**

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

### **ARTICLE 4 – NO DISCRIMINATION**

401 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;
- 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**
- **social disadvantage**

as provided by the Manitoba *Human Rights Code*.

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

403 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.

404 There shall be no Union activity on the Employer's premises except as specifically provided for in this Agreement.

Employer to allow Union General Meetings on the premises, providing there is no disruption to 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 procedure for postings will be as per Article 3102.

#### **ARTICLE 5 – UNION SECURITY**

501 Employees who at the date of this Agreement are within the bargaining unit may become members of the Union if they wish to do so.

**ARTICLE 6 – CHECKOFF OF UNION DUES**

601           Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied in accordance with the Union Constitution and Bylaws.

602           Deductions

Deductions shall be made biweekly and shall be forwarded to the CUPE National Office not later than the end of the month accompanied by a list of the names of employees from whose wages the deductions have been made and in what amount. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments, one month in advance of the end of the pay period in which the deductions are to be made.

603           The Union will save the Employer harmless from any claims that may arise either from any deductions for wages in respect of checkoff of monthly assessments or any action taken at the request of the Union.

604           The Employer agrees that a Union representative shall be given the opportunity during the third week of each calendar month to interview newly hired employees prior to the completion of sixty (60) days employment for the purpose of ascertaining if the employee wishes to become a Union member.

**ARTICLE 7 – NO STRIKES OR LOCKOUTS**

701           The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement.

**ARTICLE 8 – LABOUR-MANAGEMENT BARGAINING RELATIONS**

801           Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three members of the Union. The Union will advise the Employer of the Union nominees to the Committee. Such members must be employees of the Employer. The Union will advise the Employer of the names of its officers and members of the Union Bargaining Committee. This list will be revised as changes occur.

802 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance and/or to communicate with members provided the Employer is given advance notice. Communication with members of the Union pursuant to this provision shall take into account:

- (a) the legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted;
- (b) and the legitimate interest of the Union in facilitating communication with its members.

803 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

804 Time Off for Meetings

The Employer will pay the regular rate of pay for no more than three (3) employee members of the Bargaining Committee for all regularly scheduled working hours lost due to attending negotiations of this Agreement or its successor with the Employer, including all conciliation proceedings but excluding any arbitration proceedings.

805 The Union agrees to provide the Employer in writing a current list of officers and authorized representatives, including stewards and members of Union Committees, and to advise the Employer in writing of any changes thereto, and will endeavour to provide the said list within seven (7) calendar days of such change being made.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

901 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect up to eight (8) Union stewards. The stewards shall constitute the Grievance Committee.

902 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating

disputes and presenting adjustments as provided in this Article. The Union recognizes that each member of the Grievance Committee is an employee of the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no member of the Grievance Committee shall leave her work without obtaining the permission of her supervisor, which permission shall not be unreasonably withheld. The steward shall not leave the Employer's premises. The steward shall state her destination to her supervisor and shall report to her supervisor at the time of her return to work. The Employer reserves the right to limit the steward's absence from work if the time taken is considered excessive or if the steward does not perform her duties under this Agreement in a prompt manner.

903 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

904 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Discussion

An employee having a grievance shall refer it verbally to her immediate supervisor within five (5) days of the time when the employee became aware of the grievance. The supervisor shall reply to the employee, giving a verbal answer to the grievance within two (2) days from the date of the discussion. If there are not (five) 5 days before commencement of an approved absence, the time for presentation shall be extended to five (5) days after return from an approved absence of up to twenty-one (21) days.

Step 1 – If further action is to be taken, then, within five (5) days after the decision is given at the verbal stage, the employee shall submit the grievance in writing, dated and signed, to the Executive Director. A meeting will then be held between the Executive Director or designated representative and the employee within five (5) days. The decision of the Executive Director or the designated representative shall be given in writing within ten (10) days following the meeting.

Step 2 – Failing settlement of the grievance at Step 1 and if further action is to be taken then within five (5) days after the decision is given in Step 1, the grievance, in writing, dated and signed, shall be submitted to the Executive Director of the Home for onward transmission to the Provincial Director (Manitoba). A meeting may then be held between the Provincial Director (Manitoba) or a designated representative and the employee within ten (10) days. It is understood that at such

meeting the Provincial Director (Manitoba) or a designated representative may have such counsel and assistance as they may desire and that the employee may have her steward present. The CUPE Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Provincial Director (Manitoba) or the designated representative shall be given in writing to the Union within seven (7) days following the meeting.

905 Written Statements

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

906 Time Limits

Time limits fixed in complaints, grievances and arbitration procedures may be extended by the parties, provided such consent to extend is confirmed in writing between the parties.

907 Exclusion of Paid Holidays

Saturdays, Sundays and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under each of the steps in the grievance procedure.

908 Right to Representation

In all steps of the grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by a representative of the Union Executive or a Shop Steward of their choice. Any proposed meetings or discussions will be scheduled to allow for this representation to occur.

909 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

910 Discharge Grievances

In the event an employee, who has attained seniority, claims to have been discharged from employment unjustly, the discharge may then be taken up as a grievance.

911 Discharge grievances shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed, within five (5) days following the discharge.

912 Discharge grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties or the Board of Arbitration as the case may be.

913 Agreements re Grievance

All agreements reached during the above grievance procedure between the Employer or its designated representative and the Union or its designated representative will be final and binding upon the Employer and the Union and the employee involved.

914 Policy Grievances

The Union or the Employer may institute a policy grievance which shall be processed in accordance with the grievance procedure commencing at Step 2, provided that it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees where such employee or employees could themselves initiate, thereby by-passing the regular grievance procedure.

915 With advance written notice of a minimum of one (1) week to the Employer, an employee shall have the right to have access to and review her personnel file in the presence of the Executive Director or designate. The employee shall have the right to respond in writing to any document related to disciplinary action contained therein. The reply shall become part of the permanent record. Upon written request, the employee shall also receive a copy of any document(s) forming part of her file.

916 An employee who has completed her probationary period may be disciplined, suspended or discharged for just cause. The Employer, when issuing disciplinary action, shall advise the employee promptly, in writing, of the reason for such disciplinary action and a copy shall be provided to the employee's Union Representative, if requested.

917 Disciplinary action, when practicable, shall be taken at a meeting with the employee, and she may be accompanied by a Union Representative if she desires.

**ARTICLE 10 – ARBITRATION**

1001 Composition of the Board of Arbitration

Failing a satisfactory settlement being reached in Step 2, either party may refer the grievance to arbitration within ten (10) working days by giving notice to the other party in writing. Unless both parties agree to the appointment of a single arbitrator to constitute the Board of Arbitration within seven (7) days, the other party shall give notice in writing naming their nominee to the Arbitration Board. The two (2) named members of the Board shall within five (5) days name a third member of the Board who shall be Chairperson. In the event of failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a third member pursuant to the provisions of the Manitoba *Labour Relations Act*.

1002 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

1003 Decision of the Board

The decision of the majority, or the decision of the sole arbitrator in the event there is a sole arbitrator, shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall have authority only to settle grievances under this Agreement and to apply this agreement to the facts of the grievance involved. The Board of Arbitration shall have no power to change this agreement or to alter, modify or amend any of its provisions, or give any decision inconsistent with it. However, the Board shall have the power to dispose of a grievance by an arrangement which it deems just and equitable.

1004 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

1005 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson.

No costs shall be awarded to or against any party.

1006 Where it appears that two (2) or more employees have the same grievance or the same type of grievance proceeding to arbitration they may be submitted to one Board of Arbitration. It is understood that each grievor or her representative shall have the right to make her own submissions.

1007 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee concerned as a witness.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## ARTICLE 11 – SENIORITY

1101 Seniority Defined

Seniority is defined as the length of service in the bargaining unit since the date of last hire. Seniority shall operate on a bargaining unit wide basis subject to Articles 1103 and 1104.

1102 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the number of hours worked. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in May and November of each year. 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.

1103 Probation of Newly Hired Employees

A newly hired employee must successfully complete a probationary period of sixty-five (65) working days or five hundred and twenty (520) hours of employment (including days not worked, but paid for by the Employer), whichever is the longer. On or before the expiry date of the initial probationary period, the Employer will confirm to the employee the decision to:

- (a) confirm her appointment as having completed her probation; or

- (b) extend probationary status in consultation with the Union; or
- (c) terminate the employee at its sole discretion, which termination shall not be the subject matter of a grievance. An employee shall, however, be entitled to the assistance of the Grievance Committee for the Union in settling any grievance other than dismissal.

Any period of absence for a compensatory WCB injury shall not be calculated to be time worked for the purposes of calculating the probationary period.

1104 Seniority Accrual

Employees will accumulate seniority on the basis of one (1) year for each 2,080 hours worked and in the case of part-time employees, one (1) month for each 173.3 hours worked. Seniority will be acquired when an employee has completed her probationary period and be retroactive to the date of last hiring. Casual employees will not accrue seniority except as per Article 3901(j).

1105 Transfer to Full-time or Part-time Employment

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when she is reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.

1106 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 absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- (d) fails to report for work within 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;
- (e) is laid off for more than thirty (30) calendar months;

- (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 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 pursuant to 1109(b) from the date of the first absence from work related to the injury or illness.

1107 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.

1108 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence in accordance with Article 2201 and Article 2401;
- (b) is on any period of paid income protection in accordance with Article 2002;
- (c) is on any period of paid vacation in accordance with Article 19;
- (d) is on any period of approved unpaid leave of absence up to four (4) consecutive weeks in accordance with Article 2501;
- (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;

- (f) Seniority will accrue while on maternity, adoption or parental leave in accordance with Article 23. Such accumulation will be based on regular scheduled hours at the time the leave commences.

1109 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 subject to Article 2501 and Article 1106(f);
- (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 for a period of time as per Article 1106(e);
- (d) is on the trial period of an out of scope position up six (6) months or is temporarily promoted or transferred to an out of scope position up to fifty-four (54) weeks;
- (e) is on any period of approved leave of absence for Union purposes pursuant to Article 2606.

1110 **Full or part-time employees wishing to become casual employees must resign and will have all of 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, following one (1) month on casual status.**

## **ARTICLE 12 – JOB POSTING**

- 1201 (a) The Employer agrees to post a new position within the bargaining unit or a vacancy in a bargaining unit position which it intends to fill, of greater than six (6) weeks duration, and which is not the result of a vacation, for at least seven (7) calendar days. The posting shall stipulate the qualifications, classifications, rate of pay and department concerned, shift and hours of work.
- (b) Only the original position and the first vacancy from a successful applicant will be posted for the seven (7) calendar day period specified in Article 1201(a). Any subsequent postings which may be required will be

posted for five (5) calendar days not to include Saturday, Sunday and paid holidays.

1202 Until the 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.

1203 In connection with applications for a posted position, it is understood that the Employer will consider:

- (a) the qualifications of the applicants;
- (b) seniority;
- (c) the ability to meet the physical requirements of the position.

Where two (2) or more applicants possess the required qualifications and the ability to meet the physical requirements of the position, then seniority will govern.

1204 Within seven (7) days of the date of appointment to a posted vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

1205 The successful applicant shall be placed on trial for a period of two (2) months at which time the employee's seniority will also be transferred. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to her former position and salary without loss of seniority.

1206 Term Positions

A term position may be for a specific time period, an indefinite time period, or until completion of a particular project within a specific department for a minimum duration of six (6) weeks and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees. Such agreement will not be unreasonably withheld.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 12 and filled in accordance

with Article 11. All employees within the department may apply for the initial term position. Subsequent postings as necessary shall also be posted facility wide and filled in accordance with Article 12. Upon completion of the term position, the employee shall be returned to 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 seniority to displace any employee who has less seniority, in accordance with Article 13.

An employee who has been awarded a term position must honour the length of that position unless moving to a permanent or term position which provides a higher EFT or a permanent or term position with a more desirable shift in order to accommodate a bona fide reason.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, the term position shall be posted as such.

Employees returning from the leave will provide the Employer with as much notice as possible of the date of return. Employees who return to their former EFT 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. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides to the Employer.

1207 The decision to distribute hours of work as a result of a vacancy occurring shall be in consultation with the Local Executive.

### **ARTICLE 13 – LAYOFF, REDUCTION OF HOURS AND RECALL**

1301 (a) **Layoff and Reduction of Hours**

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

Where a reduction in 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.

(b) Recall

When recalling employees after layoffs, the last to be laid off will be the first to be recalled provided that they possess the skills, qualifications and ability to do the work required by the position.

1302 No New Employees

No new full-time or part-time employees shall be hired for a position while there are employees on layoff with seniority who have the skills, qualifications and ability to do the work required for the position.

1303 Advance Notice of Layoff

- (a) Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off four (4) calendar weeks prior to the effective date of layoff, except in the case of probationary employees for whom the Employer shall not be required to give notice. If the employee has not had the opportunity to work her regularly scheduled days as provided in this article, she shall be paid for the days for which work was not made available and she otherwise would have worked. These provisions shall not be effective in the event of an emergency such as fire, flood, epidemic, etc., which disrupts or curtails the operation of the Personal Care Home.
- (b) Where a reduction of regularly scheduled hours is necessary, the Employer shall provide four (4) weeks' notice for full-time employees and two (2) weeks' notice for part-time employees.

1304 Advise Union

The Employer agrees to provide thirty-five (35) calendar days' notice to the Union prior to any notification of the members of any layoffs or reduction in hours.

1305 Communication to Confirm Availability after Recall

A person who is laid off must communicate with the Employer within seventy-two (72) hours 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, provided that if the employee is required to give notice to another employer she shall not be required to report for work any sooner than the notice period required for the other employer or fourteen (14) days, whichever is the lesser. Additional notice time may be agreed upon by the Employer in unique circumstances.

**ARTICLE 14 – TERMINATION**

1401 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 or termination during the probation period. If pursuant to the Manitoba *Employment Standards Code* 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 15 – HOURS OF WORK**

1501 This Article defines the normal hours of work for a full-time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week.

1502 The work period shall consist of eighty (80) hours in any biweekly period and the work shift shall consist of eight (8) continuous hours inclusive of meal period.

1503 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer.

1504 Meal Period

The meal period shall be at least one-half (½) hour to be scheduled by the Employer during the employee's shift whether day, evening or night.

1505 Rest Breaks

There shall be a fifteen (15) minute break during each continuous three (3) hour period of work.

1506 Commitment re Part-time Employees

Part-time employees who are covered by the Agreement may be requested by the Employer to work more than their regularly scheduled hours, for example, during the summer months, at Christmas-New Year period, and at least on alternate paid holidays, and to replace an employee who fails to report for her scheduled shift, if requested at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

1507 Part-time employees shall submit their availability four (4) weeks in advance of the posting of the schedule indicating their availability to work additional shifts. Such availability shall indicate what shifts (days, evenings and nights) they are available to work. It is understood and agreed that such additional hours shall be offered to the extent that they do not incur any additional premium costs to the

Employer. Such additional hours shall be offered by seniority within the same classification first. In the event no one in the classification applies or is available, those additional hours will be offered on a facility-wide basis by seniority provided the employee is qualified.

- 1508 Should a part-time employee refuse to report for work on three (3) occasions in a calendar year, when requested to do so, when their availability schedule shows them as available for additional hours, and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.

#### **ARTICLE 16 – WORK SCHEDULE**

- 1601 Shift schedule for each employee shall be dated and posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the employee's approval in advance.
- 1602 Requests for specific days off shall be submitted in writing to the supervisor two (2) weeks prior to the posting.
- 1603 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.
- 1604 If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article then said request and the granting of such shall not be a violation of this Agreement.
- 1605 An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off biweekly and shall be taken on such days as shall be specified by the Employer. The Employer to the best extent possible shall arrange shift schedules such that an employee is not scheduled to work for more than seven (7) consecutive days. The Employer may switch days off to accommodate an emergency situation. Emergency situation is defined as fire, flood, epidemic or any act of God.
- 1606 In order to provide the Personal Care Home with twenty-four (24) hours continuous service employees may be required to work over three (3) shifts. An employee requesting specific shifts on a permanent basis may be granted such request when possible provided this will not upset the shift schedules of existing employees.

- 1607 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of such shift was actually worked.
- 1608 There shall be no split shifts for full-time employees and no split shifts for any Activity Therapists.
- 1609 At least fifteen and one-half (15½) hours time off shall be scheduled between shifts or changeover of shifts. A shorter period of time between shifts or changeover of shifts may be scheduled by mutual consent.
- 1610 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.

#### **ARTICLE 17 – OVERTIME**

1701 **Overtime Defined**

Overtime shall be paid for all hours worked over eight (8) hours in a shift and eighty (80) hours biweekly at the rate of time and one-half (1½) the employee's regular rate of pay.

Overtime shall be based on the following formula:

- (a) Employees shall receive one and one-half (1½ x) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day.
- (b) Employees shall receive two (2 x) times their basic rate of pay for authorized overtime beyond the first three (3) hours of such overtime in any one day.
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2 x) times the employee's basic rate of pay.

1702 **Part-time Employees**

Part-time employees who are scheduled to work less than eighty (80) hours in a two (2) week period will not qualify for over-time unless they have completed

eighty (80) hours of work in the scheduled work period or in excess of eight (8) hours in a shift.

1703 No Pyramiding

There shall be no pyramiding of any premium pay (overtime and paid holiday pay, etc.).

1704 No Layoff to Compensate for Overtime

An employee shall not be required to be laid off during regular hours to equalize any overtime worked.

1705 An employee who is absent on paid time during her scheduled workweek because of sickness, Workers' Compensation, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if she had worked during her regular hours during such absence.

1706 Sharing of Overtime

Overtime and callback time shall be divided as equally as possible among employees normally doing the work who are willing and qualified to perform the available 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.

1707 Callback Guarantee

If an employee is called back to work within sixteen (16) hours after working her regular shift she shall receive the overtime rate of pay for all hours worked with a minimum of three (3) hours. If the extra time worked commences within less than three (3) hours before the start of a scheduled shift the three (3) hour minimum will not apply and the employee will receive overtime rates from the time she commenced to work until the start of her scheduled shift. The three (3) hour minimum will not apply to an employee changing from one shift to another where established hours have been posted by mutual consent as prescribed in paragraph Article 1609.

1708 In-service Payments

The payment to employees required to attend in-service meetings scheduled by the Employer will be governed by the provisions of Articles 1501, 1503, 1701, 1702 and 1703 of this Agreement.

1709 Overtime worked as a result of the time changeover from Daylight Saving Time to Central Standard Time shall be payable at the rate of time and one-half.

- 1710 An employee required to work overtime 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) will be made in lieu of.
- 1711 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable rates of pay. Such time shall be taken by the employee within sixty (60) days following the date of the earned overtime. All unused banked overtime not taken as time off in lieu of pay within the sixty (60) days shall be paid out unless otherwise mutually agreed.

### **ARTICLE 18 – PAID/FLOAT HOLIDAYS**

1801 (a) **Paid Holidays Defined**

Full-time employees who have completed their probationary period shall receive the following paid holidays:

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

- (b) 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 for that two month period. The intent is that there will be no more than fourteen (14) paid or float holidays per calendar year for the duration of this Agreement.

(c) **Full-time Employees who Work on a Holiday**

Full-time employees shall be paid at the rate of one and one-half (1½ x) times their applicable hourly rate for work performed on paid holidays as set out in Article 1801. Such employees shall also be entitled to an additional day off with pay. An employee who works overtime on any paid holiday day shall be paid at the rate of double (2 x) time for overtime hours.

Employees who have earned statutory holidays and/or float holidays in accordance with Article 18 shall be allowed to maintain a maximum bank of four (4) such earned stat and/or float holidays. Effective date of ratification, 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 **Employer**, be either paid out or scheduled by the Employer.

(d) Holiday Falling on Day Off

If any of the holidays named in Article 1801 occur on a regular day off of a full-time employee entitled to holiday pay, the employee shall receive an additional day off in lieu thereof.

(e) A part-time employee who is employed in any week in which a paid holiday occurs shall receive holiday pay for such holiday not worked prorated on the basis of her earnings exclusive of overtime for the days on which she worked during the thirty (30) calendar days prior to the paid holiday in relation to what a full-time employee earned in the same period.

(f) Any part-time employee who actually works on any paid holiday shall be paid for all hours worked at the rate of time and one-half her regular rate for hours worked with a minimum of four (4) hours.

(g) Nothing in this Article shall prevent the employee and the Executive Director from agreeing to any combination of time and one-half, plus a day off or a day's pay and a day and one-half off for full-time employees who work on any of the paid holidays set out in Article 1801.

1802

(a) Float Holidays

In addition to the general paid holidays listed in 1801, a full-time employee shall accumulate five (5) float holidays during the course of the year at the rate of one float holiday for each two calendar months of service. These float holidays will be awarded to a full-time employee, one at the end of each of the following months – April, June, August, October and December, provided the full-time employee has not taken any unpaid leave days in excess of ten (10) working days during that two (2) month period, on a pro rata basis.

Employees who have earned statutory holidays and/or float holidays in accordance with Article 18 shall be allowed to maintain a maximum bank of four (4) such earned stat and/or float holidays. Effective date of ratification, 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 **Employer**, be either paid out or scheduled by the Employer.

(b) A part-time employee shall also be entitled to receive float holidays, as per Article 1802 (a), on a prorated basis, according to the hours that she

worked during the same two calendar month period in relation to what a full-time employee earned in the same period.

Employees who have earned statutory holidays and/or float holidays in accordance with Article 18 shall be allowed to maintain a maximum bank of four (4) such earned stat and/or float holidays. Effective date of ratification, 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 Employer, be either paid out or scheduled by the Employer.

1803 Computation of Holiday Pay

Pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at her regular rate of pay.

1804 Qualified for Payment

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.

1805 The employee shall advise, in writing, the Executive Director or her designate, at least two (2) weeks prior to the date when the employee wishes to take a paid/float holiday and where reasonably possible the day requested will be granted.

ARTICLE 19 – VACATIONS

1901 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with her years of service as of the vacation cutoff date as follows:

Less than one year:	1 working day for each month - maximum 10 days
One (1) year or more:	15 working days
Five (5) years or more:	20 working days
Twelve (12) years or more:	25 working days
Twenty-two (22) years or more:	30 working days

1902 Annual Cutoff Date

For the purpose of calculating eligibility, the vacation year shall be the period from June 1<sup>st</sup> of any year to May 31<sup>st</sup> of the following year.

1903 Non-cumulation of Vacations

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.

1904 Compensation for Holidays Falling Within Vacation Scheduling

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the employee's vacation. Failing agreement the Employer may schedule such day or pay an additional day's pay.

1905 Vacation Pay

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

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

Examples:

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

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

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

1906 Vacation Pay on Termination

Upon termination of employment an employee shall be entitled to pay in lieu of vacation earned, but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken.

10 days per year	-	4% of basic pay
15 days per year	-	6% of basic pay
20 days per year	-	8% of basic pay
25 days per year	-	10% of basic pay
30 days per year	-	12% of basic pay

1907 Vacation Schedules

Projected vacation entitlements shall be posted by March 1<sup>st</sup> of each year along with the vacation request sheets. Employees shall indicate their vacation preferences by April 1<sup>st</sup>. The Employer shall approve vacations based on the selection by employees in accordance with departmental seniority and in accordance with the normal operating requirements of the Home. Approved vacation schedules based on requests received by April 1<sup>st</sup> shall be posted by June 1<sup>st</sup> of each year for the entire vacation year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation requests received after April 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 **November 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.

1908 Unbroken Vacation Period

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

1909 Part-time Employees

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.

1910 Time of Payment and Return

Employees are expected to provide advance notice to the Employer of the date they are scheduled to be on vacation. Their vacation pay for such time, if requested three (3) weeks in advance, will be provided on a separate Vacation Pay Advance Cheque prior to the employee leaving on vacation. Employees shall be advised as to the date and time on which to report to work following vacation.

1911 Where an employee qualifies for sick leave while hospitalized or housebound as determined by the employee's doctor, due to significant illness or injury during their period of vacation, vacation credits shall be reinstated. It shall be incumbent upon the employee to inform the Employer as soon as possible. Proof of such hospitalization and recuperation time shall be provided. The period of vacation so displaced shall be taken at a time mutually agreeable to both the employee and the Employer.

1912 An employee:

- (a) who is absent from employment which is covered by LTD, WCB, or MPI, and
- (b) for whom the said absence will extend beyond the time scheduled for the employee's vacation, may request that the vacation be cancelled and the Employer shall **do so. The Employer and employee will endeavour to agree to another time for the vacation to be scheduled during the vacation year and following the employee's return to work, at a time consistent with the necessities of the operation of the Home or failing such agreement, the Employer will at its discretion, schedule the vacation or payout the vacation.**

**ARTICLE 20 – HEALTH AND WELFARE**

2001 The Employer agrees to pay one hundred percent (100%) of the cost of a group life insurance policy insuring to the amount of **thirty thousand dollars (\$30,000)**.

It is understood that employees who are over age sixty-five (65) are not insurable and that employees must have completed sixty (60) continuous days of employment since date of last hire to be eligible for coverage.

2002 To protect the employee against loss of income where she is legitimately ill, the Employer has agreed that an employee absenting herself on account of personal illness rendering her unable to perform her regular duties as an employee shall be entitled to receive sick leave benefits equal to the employee's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of personal illness that she was scheduled to work, to the extent of her accumulated sick leave credits or to the date when she becomes entitled to benefits under the Employment Insurance Act or any statute, law, commission or governmental program in replacement thereof, except as provided in Article 2003.

2003 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 1601.

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

2004 Employees will be allowed to accumulate one and one-half (1½) days of sick leave for each month of seniority (i.e. one and one-half (1½) days for every one hundred and seventy three point three (173.3) regular hours worked) which leave may be accumulated to a maximum of one hundred and twenty (120) days.

2005 Employees who have not completed the probationary period successfully shall not be entitled to such leave, however, once the probationary period is completed, the employee will be credited with one and one-half (1½) days per month sick leave.

2006 (a) When sick leave is claimed for an absence of three (3) days or more, proof of disabling sickness or accident may be requested by the Employer. In cases of suspected abuse, when sick leave is claimed, proof of disabling sickness or accident may be requested by the Employer.

(b) When an employee has a 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 the scheduled appointment.

- 2007 Sick leave benefits will cease on termination of employment or on retirement or on death. Sick leave benefits will not accrue (except in the event of pregnancy leave where such benefit accrues to the end of the month in which the employee commences pregnancy leave) while an employee is on leave of absence.
- 2008 Part-time employees shall accumulate sick leave on the pro rata basis of regular hours worked. (Hours not worked but paid for by the Employer will be included in this calculation.)
- 2009 Only normal regularly scheduled working days will be charged against sick leave credits. Absence on account of illness shall be charged against sick leave credits.
- 2010 Absence for sickness or accident compensated by Workers' Compensation will not be charged against sick leave credit; provided that if the employee elects, the Employer will pay an amount sufficient to bring the pay of the employee to an amount equal to her net normal hourly wage (exclusive of overtime, premiums, etc.) during such period as the employee is receiving Workers' Compensation and any payments so made by the Employer will be charged against the sick leave credit of the employee. This will be effected by the employee directing the Workers Compensation Board to make payment of the compensation amount to the Employer and the Employer issuing the employee's regular paycheck upon confirmation in writing from the Workers Compensation Board of such arrangement.
- When the application for compensation is made the employee shall advise whether or not she wishes to accept the Employer supplementation. Any payments so made by the Employer will cease when the accumulated sick leave has been claimed.
- 2011 Any employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty. Employees on the day shift are expected to give at least one (1) hour prior notice, and employees on the afternoon and midnight shifts are expected to give at least two hours prior notice. Failure to give such notice, unless such failure is unavoidable, shall result in loss of sick leave benefits for that day of absence.
- 2012 During any illness, the employee will notify the Employer of her intention to return to work as far in advance as possible.
- 2013 Employees whose sick leave credits are exhausted must apply for a further leave of absence without pay. At the employee's option the employee may apply accumulated current vacation bank, statutory holidays etc., prior to applying for a further leave of absence without pay. Such application may be made orally but must subsequently be confirmed in writing.

2014 It is understood and agreed by both parties that sick leave benefits are not payable for absences due to pregnancy except for illnesses related to pregnancy.

2015 Upon request the Employer shall advise an employee in writing of the amount of her unused accrued sick leave.

2016 The Union agrees to cooperate with management in controlling the necessary use of sick leave benefits.

Any abuse of sick leave benefits will result in disciplinary action.

2017 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.

2018 Should a medical emergency arise during the employee's scheduled work hours, the Employer shall accompany the employee to an appropriate medical facility. Should the Employer not be available to accompany the employee, the Employer shall arrange for transportation to the medical facility.

2019 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.

2020 MPI Advance

(a) In the event an employee is absent from duty because of non-occupational personal injury in respect of which wage loss benefits may be payable to the employee by the Manitoba Public Insurance (MPI), the liability of the Employer to issue sick leave benefits for lost wages shall rank second after the primary insurer, MPI. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Collective Agreement. To the extent that the employee recovers monies from MPI as compensation for lost wages, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated. The onus is on the employee to keep the Employer informed of the MPI claims adjudication process and their decision.

(b) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount advanced, or by repayment to the Employer immediately upon receipt of MPI payments.

- (c) In the event MPI disallows the claim, including exhausting any appeals, the employee shall be paid for the absence in accordance with the income protection provisions of the Agreement and the Employer shall recover the total of advance by payroll deductions.

2021 Long Term Disability (LTD)

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 1.3% of gross wages and the employees 1.0% of gross wages.

**ARTICLE 21 – LEAVE OF ABSENCE - UNION BUSINESS**

2101 Upon written request from the Union or the CUPE Local President, leaves of absence without pay may be given to employees for Union business subject to the provisions of Article.

2102 The Union agrees in making requests for such leave of absence that it will not unduly affect the proper operations of the Home. However, the Employer agrees that permission for such leave will not be unreasonably withheld.

Employees required to be absent from work on approved Union leave shall continue to be paid in the regular manner by the Employer.

The Union shall reimburse the Employer for all costs including wages and benefits paid to the employee or on behalf of the Employer for time not worked while on approved Union leave.

2103 Leave of absence will be granted according to the following conditions:

- (a) No more than three (3) employees may be granted such leave at any one time and who shall be from different job classifications;

2104 For such leave of absence unless impossible to do so, the Union must give at least fourteen (14) days' notice in writing to the Employer.

2105 Employees while on Union leave of absence shall accumulate seniority, sick leave credits and vacation credits based on the number of days they would have otherwise worked while on such leave.

**ARTICLE 22 – BEREAVEMENT LEAVE**

2201 When a death occurs in the immediate family of a full-time or part-time employee, the employee shall be granted leave of absence for four (4) working days including the day after the funeral. The employee shall be paid for shifts during the leave which she otherwise would have worked.

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 the greater.

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.

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.

2202 Immediate family shall be defined as father, mother, husband, wife, **fiancé**, son, daughter, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law and current common-law spouse, common-law spouse's mother, father, children, stepparent, stepfamily, and same-sex partner.

2203 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payments such as for example, holiday pay, vacation pay or sick pay.

2204 Where necessary because of travel or on compassionate grounds an additional four (4) days unpaid bereavement leave shall be granted to an employee.

2205 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 Executive Director and shall not be subject to the grievance procedure. Such approval shall not be unreasonably withheld.

**ARTICLE 23 – LEAVES OF ABSENCE FOR MATERNITY, ADOPTION AND PARENTAL LEAVE**

2301 **Maternity Leave**

**Definitions:** “Date of Delivery” means the date when the pregnancy of an employee terminates with the birth of a child;

“Medical Certificate” means the signed statement of a duly qualified medical practitioner.

2302 **Eligibility:** A pregnant employee who has been employed by the same Employer for at least six (6) consecutive months is eligible for maternity leave.

2303 Subject to Article 2305 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.

2304 **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.

2305 An employee who is 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.

2306 An employee who is eligible for maternity leave but does not give notice under Article 2305(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.

2307 The maternity leave to which the employee is entitled under Article 2303 is:

- (a) any time, within the time referred to in Article 2303(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 2303.

2308 An employee who is eligible for maternity leave but who does not give notice under Articles 2305(b) or 2306 is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under Article 2303.

2309 End of Maternity Leave Where Notice Not Given: The maternity leave of an employee referred to in Articles 2306 or 2308 terminates not later than seventeen (17) weeks after the date of delivery.

2310 An employee's maternity leave ends:

- (a) seventeen (17) weeks after it began; or
- (b) if Article 2303(b) applies, seventeen (17) weeks after it began plus the additional time provided for in that article.

2311 An employee may end her maternity leave earlier than the day set out in Article 2310 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.

2312 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.

2313 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 six (6) 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.
  
- 2314 An employee who gives less notice than is required under Article 2313(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.
  
- 2315 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.
  
- 2316 An employee who takes maternity leave and parental leave shall take them in one (1) continuous period.
  - (a) An employee's parental leave ends:
    - (i) thirty-seven (37) weeks after it began; or
    - (ii) if Article 2314 applies, thirty-seven (37) weeks after it began less the number of days provided for in that section.
  
  - (b) An employee may end his or her parental leave earlier than the day set out in Article 2316(a)(ii) by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.
  
- 2317
  - (a) The Employer shall not layoff or terminate the employment of an employee who has completed six (6) consecutive months of employment with the Employer solely because the employee is pregnant, gives notice under Article 2305(b) or Article 2306, or gives notice or takes parental leave under Article 2313.
  
  - (b) 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.
  
  - (c) 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.

**ARTICLE 24 - JURY DUTY LEAVE**

- 2401 An employee required to serve jury duty shall be paid the difference between what she would have earned for her scheduled hours (without taking into account any premium pay or the like), and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over her jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify her supervisor as soon as possible after receipt of notice of selection for jury duty, to be at least twenty-four (24) hours after receipt of the subpoena. The employee will come to work during those regularly scheduled hours that she is not required to attend at court. If an employee is required to be a witness in a case arising out of her employment with the Employer, the Employer will abide by the above provisions. If an employee is subpoenaed to appear as a witness in a proceeding the Employer will abide by the above provisions.
- 2402 Where an employee is subpoenaed for jury duty during his or her period of vacation there shall be no deduction from vacation credits. The period of vacation so displaced shall be added to the vacation period and reinstated for use at a later date. Payment of wages shall be made in accordance with Article 2401.

**ARTICLE 25 – PERSONAL LEAVE OF ABSENCE**

- 2501 The Executive Director shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons provided that she receives reasonable notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. This discretion shall be exercised on a consistent basis but shall not otherwise be the subject of a grievance. Applicants when applying must indicate the date of departure and specify the date of return. Such requests shall not be unreasonably denied.

**ARTICLE 26 – LEAVE OF ABSENCE RULES**

- 2601 Except as provided for in Article 2606, employees who are in an unpaid leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement and her employment relationship shall be considered severed.
- 2602 An employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be considered to have terminated her employment unless excused by the Employer.

- 2603 Benefits will accrue from the date of return to employment following unpaid leave of absence. No employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrue while on unpaid leave of absence unless otherwise stated, but seniority established at the point of leave will be reinstated on return to work.
- 2604 Employees shall not be entitled to named holidays with pay which may fall during the period of unpaid leave of absence unless they have earned wages for part or all of each day for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 2605 An employee returning from any unpaid leave of absence where the Employer has no previous notice of the return to work date will be reinstated within one (1) month following notice of desire to return to work, subject to seniority. Upon return to work the employee will be placed on the job previously held providing the employee can perform the required work satisfactorily. If the employee would not otherwise have retained her previous job she shall, subject to seniority, be placed on the job she can satisfactorily perform.
- 2606 An employee who is elected or appointed to a full-time position with the Union outside of the Home shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during her term of office.
- 2607 The Employer may grant an employee up to fifteen (15) months unpaid leave of absence to upgrade her educational requirements for employment available in the Personal Care Home. The granting of such leave will not be unreasonably denied.

#### **ARTICLE 27 – COMPASSIONATE CARE LEAVE**

- 2701 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:
    - (1) the day the certificate is issued; or
    - (2) 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 22.
- (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 28 – UNIFORM ALLOWANCE**

2801 The Employer will pay each employee the sum of **ten cents (10¢)** per hour for all hours worked including vacation, Union leave, statutory holidays and float holidays (effective date of signing).

#### **ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES**

2901 Pay Days

- (a) The Employer shall pay salaries and wages biweekly for hours worked and all hours not worked but paid for in accordance with the hourly equivalent of the monthly wages set forth in Schedule “A” attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

- (b) Errors on Paycheques

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.

2902 For the purpose of increments only, employees shall receive increases on the basis of each 2,080 hours worked. The anniversary date shall be adjusted forward if necessary to account for leave of absence of other absences under which seniority accumulation is suspended.

2903 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.

2904 Temporary Transfers

Any employee may be transferred from one classification to another classification carrying a rate in a higher range. Such transfer shall be called a "temporary transfer". The employee shall be paid at such higher range from the first day of such work performed for such period of time as the employee works in such higher rated classification.

2905 Job Transfers

(a) Transfers to Lower Rated Classifications

If an employee is transferred to a lower rated classification the employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale of such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided that if the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.

(b) Transfer to Higher Rated Classifications

If an employee is transferred to a higher rated classification, the employee shall receive in the new classification the next rate above the employee's present rate and shall progress within the scale of such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer. The rate increase shall be no less than forty cents (40¢) per hour.

2906 Part-time employees shall receive the benefits outlined in this agreement on a pro rata basis according to their hours worked. (Hours not worked but paid for by the Employer will be included in this calculation.)

**ARTICLE 30 – HEALTH AND SAFETY**

3001        **Cooperation on Safety**

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 precludes any obligation under the Manitoba *Workplace Health and Safety Act*.

3002        **Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools and safety equipment.

3003        The number of employees elected will be determined by the mutual agreement of the Employer and the Union and will be consistent with the applicable provisions of the *Workplace Health and Safety Act*.

**ARTICLE 31 – GENERAL CONDITIONS**

3101        **Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

3102        **Bulletin Boards**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. No notice will be posted without the prior written or initialled approval of the Executive Director or her designate. Approval shall be expedited and not unreasonably withheld.

3103        **Physical Examination**

Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Personal Care Home and the results of which shall be made available to the Employer prior to the expiry of the probationary period. If an employee is assigned to work before the results of the physical examination are delivered to the Employer, it is understood that continued employment is pending upon the results of the physical examination, the Employer will arrange such examination at the employee's expense.

3104        Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the employee and the Personal Care Home. If the Employer requires the employee to have subsequent physical examinations or x-rays such shall be done while the employee is regularly scheduled to work and at the Employer's expense.

3105        **Copies of Agreement**

The Employer and the Union shall share the cost of reproducing the Collective Agreement.

3106        **Definitions**

The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 3 of this Agreement, who are within the bargaining unit for whom the Union is recognized as the bargaining agent.

- 3107 A “full-time employee” shall mean a person covered by this Agreement who is committed to and regularly and recurrently works the full work period of eighty (80) hours biweekly, exclusive of overtime.
- 3108 A “part-time employee” is one who is committed to and works less than the full prescribed hours of work.
- 3109 A “temporary employee” is a person who is employed for a specific time period until completion of a particular project for a maximum duration of one (1) year.
- 3110 The term “regular pay” and “straight pay” when used in this Agreement shall mean the amounts indicated in the Wage Classifications contained in Schedule “A”.
- 3111 The words “biweekly period” shall mean the two (2) calendar weeks constituting a pay period.
- 3112 The words “seniority” and “length of service” shall be synonymous for the purpose of this Agreement based on hours worked pursuant to Article 1104.
- 3113 It shall be the responsibility of the employee to keep the Employer informed of her current address, in case it is necessary to notify any employee of any matters under this Agreement. Notice may be given personally or by prepaid registered letter addressed to the employee at her last address shown on the seniority list on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.
- 3114 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context of the party or parties hereto so require.
- 3115 Prior to implementing any changes of policy or conditions of employment, which affect the employees, the Employer will advise the Union.
- 3116 An employee who resigns her employment and who within thirty (30) days of her resignation makes application for employment which is accepted for a job available at that time at Valleyview shall, with the exception of seniority, retain all other benefits established by the Home from which she resigned.
- 3117 Dental Plan
- The Employer agrees to implement on a mandatory basis a dental plan (Plan B offered by Manitoba Blue Cross or equivalent offered by another carrier) for full-time employees. 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 the benefit who have completed their probation based on the number of hours worked by the employee concerned in relation to a full-time employees hours worked. The Employer shall be entitled to deduct from the part-time employee's paycheque the difference between the Employer's contribution and the total premium. If an employee is otherwise covered, the Employer shall not be obliged to contribute.

Effective January 1, 2005, Manitoba Dental Fee Guide used will be for current year.

3118 The Employer agrees not to contract out bargaining unit work performed by members of this 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.

3119 Disciplinary records for employees shall not be used in future disciplinary action provided the employee has maintained a disciplinary free record of employment for eighteen (18) consecutive months of work service from the date any disciplinary action was issued.

3120 Extended Benefits

Vision benefit of two hundred fifty dollars (\$250) every twenty-four (24) months for the purchase of glasses or contact lenses.

**Chiropractor, massage therapist – three hundred fifty dollars (\$350) per practitioner, per calendar year.**

Extended Health Care (EHC) - Cost sharing - Fifty percent (50%) Employer and fifty percent (50%) employee.

Drug card for prescriptions will be provided.

## **ARTICLE 32 – TERM OF AGREEMENT**

3201 This Agreement shall be binding and remain in effect from October 1, 2015 to September 30, 2019.

3202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days prior to the date of termination. Within fifteen (15) calendar days of the receipt of these proposals the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new agreement.

- 3203 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.
- 3204 (a) All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.
- (b) Upon the written request of the Union, the Employer shall supply a list of names and last recorded addresses of employees who have terminated between the expiry date of the last agreement and the date of the signing of this Agreement.
- (c) Full-time and part-time employees who have terminated their employment between the expiry date of the last agreement and the signing date of the new Agreement will, upon making written application within thirty (30) days following the signing of this Agreement, receive retroactively the pay increase for all paid hours worked.

### **ARTICLE 33 – SHIFT PREMIUM**

- 3301 A full-time or part-time employee required to work on a shift where the majority of hours are between 1600 and the next succeeding 0800 hours shall be paid a shift premium for all such hours worked.

The Employer agrees to provide a weekend premium for all weekend hours worked, provided that a weekend shall mean Saturday and Sunday except for purposes of scheduling for the night shift a weekend shall mean 0730 hours Friday to 2300 hours Sunday.

- 3302 **Shift and Weekend Premiums**

- (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) per hour for all hours worked.

- (b) **Nights 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 July 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 July 1, 2017**, for all hours worked. This amount is in addition to the premiums outlined in 3202 (a) and 3202 (b).

**ARTICLE 34 – LABOUR MANAGEMENT**

3401 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Home.

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

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

The Committee shall be advisory in nature and have no authority or jurisdiction over wages, benefits, RRSP or any matter of collective bargaining, including the administration of this Collective Agreement. This 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 of the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

3402 The Employer agrees to notify the President of the Local when employees have died, retired or resigned.

**ARTICLE 35 – INVALIDITY, UNENFORCEABILITY**

3501 In the event of any legislation now in force or hereinafter enacted invalidating the application of any article of this Agreement, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE 36 – DAMAGE OF PERSONAL BELONGINGS**

3601 If an employee's glasses or personal belongings (including watches, dentures, medic alert bracelet, hearing aides and other medical devices and excluding uniforms and jewellery) are damaged as a direct result of performing their duties, the Employer agrees to make reasonable compensation following proper documentation of the incident. The validity of such compensation payment will be determined exclusively by the Employer. Such decision is not subject to the grievance procedure.

**ARTICLE 37 – EMERGENCY AND DISASTER**

3701 Where public transportation is not available to staff or when travel is not recommended on highway or city streets or where weather conditions prevent more than fifty percent (50%) of employees scheduled to work during the next twenty-four (24) hour period:

- (a) Employees shall not be penalized for lateness due to the weather.
- (b) Employees required to work overtime shall be compensated at time and one-half (1½) for the first three (3) hours of overtime worked and double time (2 x) for hours worked in excess of three (3) hours overtime in any one (1) day.

An employee called in on their regularly scheduled day off shall receive double time (2 x) the employee's straight time hourly rate for all time worked in any one (1) day.

For the purpose of this Article, a day shall constitute twenty-four (24) hours from the commencement of an employee's regularly scheduled shift or if an employee is not regularly scheduled from the commencement of the shift they were called in for.

- (c) The Employer shall provide meals for the employees.
- (d) Employees shall be provided with rest periods.
- (e) Whenever possible, employees shall assist with any classification covered by this Agreement.
- (f) Any employee who is required to work for a consecutive twenty-four (24) hour period or more shall be granted one (1) day off immediately following the crisis.

3702 In any emergency or disaster which imposes an unusual threat to the safety or well-being of Residents, employees are required to perform duties as assigned notwithstanding any contrary provision in the Agreement. Compensation during the emergency shall be as set out in 1701.

3703 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 38 – TRAINING EXPENSES**

3801 The Employer shall pay all costs for training and expenses for certificate programs where the Employer requires the program.

### **ARTICLE 39 - CASUAL EMPLOYEES**

3901 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 (4%) percent 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 for which they are assigned.
- (c) Casual employees shall be entitled to the shift premium.
- (d) Casual employees who work on a paid holiday specified in Article 1801 (a) shall be paid at the rate of time and one-half (1½) their basic rate of pay for all hours worked on such day.
- (e) Casual employees shall be entitled to overtime for all hours worked over eight (8) hours in a shift and eighty (80) hours biweekly at the rate of time and one-half (1½) their basic rate of pay.

- (f) Casual employees shall be entitled to retroactive wage increases in accordance with the applicable provisions of Article 3204 (a), (b), and (c).
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives wages. Payment of Union dues for casual employees will be in accordance with Article 6.
- (h) In the event that no wages are paid during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (i) A casual employee shall have the right to grieve only with respect to the terms of this Article.
- (j)
  - (i) Casual employees will accumulate seniority for purposes of Job Postings only.
  - (ii) 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:
    - (1) 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
    - (2) Shall be paid as a casual employee according to his or her increment level immediately prior to employment as a casual employee.
  - (iii) A casual employee defined in 3901 (j) (ii), who without a break in service is re-employed as a full-time or part-time employee shall retain his or her seniority earned pursuant to 3901 (j) (ii) and thereafter shall be subject to the terms of the collective agreement.
  - (iv) Nothing herein requires the Employer to re-employ a full or part-time employee as a casual employee.

3902 Casual employees and employees hired for vacation relief shall not be entitled to sick leave.

**ARTICLE 40 – RETIREMENT PLAN**

4001 The parties agree to the implementation of a Retirement Plan for all eligible employees effective January 1, 1990 provided the Plan details are finalized by the parties in time for successful implementation on this date.

The Retirement Plan will be a group R.R.S.P. vehicle with defined contributions by both Employer and employee. This Plan will be similar to other Retirement Plans the Employer has in effect.

The parties agree all details of the Retirement Plan will be finalized by the parties in separate meetings prior to the implementation date.

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

The Retirement Plan will be available to part-time employees and all new hires will be eligible to join after six (6) continuous months of employment or 1,040 hours worked, provided they have successfully completed their probation period.

**ARTICLE 41 – RETIREMENT BONUS**

4101 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 fifty-eight (58), and for whom the regular rate of pay is \$10 per hour, will be entitled to a bonus of eight (8) days calculated at \$10 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 fifty-eight (58), and for whom the regular rate of pay is ten dollars (\$10) per hour, will be entitled to a bonus of twenty-eight (28) days calculated at ten dollars (\$10) per hour.]

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

Signed this 5<sup>th</sup> day of June, 2017.

**FOR:  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

*Chris. Ed.*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

SM/pn/copa 491  
Apr 4 2017

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2136**

*Lila Magee President*  
*Marie Puth VP*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**SCHEDULE "A" - HOURLY WAGES**

<b>Classification</b>	<b>Steps</b>	<b>Expired Rate</b>	<b>Oct. 1/15 2%</b>	<b>Oct. 1/16 2%</b>	<b>Oct. 1/17 2%</b>	<b>Oct. 1/18 1.5%</b>	<b>Apr. 1/19 1%</b>
Food Service/Laundry/ Housekeeping	Start	14.99	15.29	15.60	15.91	16.15	16.31
	Year 1	15.33	15.64	15.95	16.27	16.51	16.68
	Year 1	15.68	15.99	16.31	16.64	16.89	17.06
	Year 3	16.04	16.36	16.69	17.02	17.28	17.45
Untrained HCA* Untrained Activity	Start	14.92	15.22	15.52	15.83	16.07	16.23
	Year 1	15.28	15.59	15.90	16.22	16.46	16.62
	Year 2	15.62	15.93	16.25	16.58	16.82	16.99
	Year 3	16.04	16.36	16.69	17.02	17.28	17.45
Trained HCA Trained Activity	Start	16.58	16.91	17.25	17.59	17.86	18.04
	Year 1	16.94	17.28	17.62	17.98	18.25	18.43
	Year 2	17.55	17.90	18.26	18.62	18.90	19.09
	Year 3	18.14	18.50	18.87	19.25	19.54	19.73
	Year 4	18.93	19.31	19.69	20.09	20.39	20.59
Cook	Start	18.53	18.90	19.28	19.66	19.96	20.16
	Year 1	18.94	19.32	19.71	20.10	20.40	20.60
	Year 2	19.30	19.69	20.08	20.48	20.79	21.00
	Year 3	19.78	20.18	20.58	20.99	21.31	21.52
Assistant Cook	Start	16.90	17.24	17.58	17.93	18.20	18.39
	Year 1	17.27	17.62	17.97	18.33	18.60	18.79
	Year 2	17.61	17.96	18.32	18.69	18.97	19.16
	Year 3	18.06	18.42	18.79	19.17	19.45	19.65
Rehab Aide	Start	16.82	17.16	17.50	17.85	18.12	18.30
	Year 1	17.20	17.54	17.89	18.25	18.53	18.71
	Year 2	17.79	18.15	18.51	18.88	19.16	19.35
	Year 3	18.41	18.78	19.15	19.54	19.83	20.03
	Year 4	19.14	19.52	19.91	20.31	20.62	20.82
Janitor	Start	16.11	16.43	16.76	17.10	17.35	17.53
	Year 1	16.43	16.76	17.09	17.44	17.70	17.87
	Year 2	16.78	17.12	17.46	17.81	18.07	18.25
	Year 3	17.12	17.46	17.81	18.17	18.44	18.62
Maintenance Assistant	Start	16.54	16.87	17.21	17.55	17.82	17.99
	Year 1	17.24	17.58	17.94	18.30	18.57	18.76
	Year 2	17.64	17.99	18.35	18.72	19.00	19.19
	Year 3	17.91	18.27	18.63	19.01	19.29	19.48

\* Untrained Health Care Aides are to be paid the Trained Health Care Aide rate once they have attained five (5) years in the Untrained Health Care Aide classification.

**SCHEDULE "A" CONTINUED**

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

It shall be the responsibility of the Employee to provide reasonable proof of recent and related experience within thirty (30) days from the date of hire 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 adjustment under this letter of understanding.

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

SM:pn/cope 491  
Apr 4 2017

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2136  
AND  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

**RE: WORKING SHORT**

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

Signed this 5<sup>th</sup> day of June, 2017.

**FOR:  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

*Michael ED.*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2136**

*Helena Mago President*  
*Mania Pott VP*  
*[Signature]*  
*[Signature]*  
*[Signature]*

SM/pn/cope 491  
Apr 4 2017

LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2136  
AND  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)

RE: BANKED STATUTORY HOLIDAYS

---

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

Signed this 5<sup>th</sup> day of June, 2017.

FOR:  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)

Chris ED.  
[Signature]  
[Signature]

FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2136

[Signature]  
Marie Peltier VP  
[Signature]

SM:pn/cope 491  
Apr 4 2017

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2136  
AND  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

**RE: JOB DESCRIPTIONS**

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The Employer shall provide the Local Union President with a copy of current job descriptions for positions covered within the bargaining unit once annually when so requested by the Local President. It is expressly understood by all parties to this Agreement that this provision is solely for the purpose of information sharing and shall not be construed as any lessening of management rights, nor shall it confer any greater benefit to the Union other than expressly contained within the Collective Agreement.

Signed this 5<sup>th</sup> day of June, 2017.

**FOR:  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

Chris. ED  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2136**

[Signature]  
Marie Peltier VP  
[Signature]  
[Signature]

SM/pnf/cope 491  
Apr 4 2017

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2136  
AND  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

**RE: EMPLOYEES AWAY ON VACATION**

---

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

Signed this 5<sup>th</sup> day of June, 2017.

**FOR:  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

Chris ED.  
HR  
[Signature]  
[Signature]  
[Signature]

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2136**

[Signature]  
Maria Pelt UP  
[Signature]  
[Signature]

SM:pnf.cope 491  
Apr 4 2017

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2136  
AND  
REVERA LONG TERM CARE INC.  
(o/a VALLEYVIEW)**

**RE: VIOLENCE IN THE WORKPLACE**

---

**The Parties hereby agree as follows:**

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

Signed this 5<sup>th</sup> day of June, 2017.

**FOR:**  
**REVERA LONG TERM CARE INC.**  
**(o/a VALLEYVIEW)**

Cheryl Ed.  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**FOR:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2136**

Bob Magel President  
Marie Potts up  
[Signature]  
[Signature]

SM/pnl/cope 491  
Apr 4 2017