

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2526**

**- AND -**

**HILLCREST PLACE**

***TERM OF AGREEMENT:***

**JANUARY 3, 2019 TO APRIL 30, 2022**

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THIS AGREEMENT made this 19<sup>TH</sup> day of AUGUST, 2019.

BETWEEN: **HILLCREST PLACE INC.**  
(hereinafter called the Employer) party of the first part;

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2526**  
(hereinafter called the Union), party of the second part.

### **PREAMBLE**

WHEREAS it is the desire of both parties to this Collective Agreement to maintain harmonious relations and settled conditions of employment, to encourage co-operation and understanding in resolving problems, to recognize the value of joint discussions and negotiations in matters pertaining to working conditions, basic hourly rates, hours of work and other matters covered by the Collective Agreement and to promote the efficient operation of the Facility in order to provide a pleasant, safe working environment, recognizing that at all times and under all circumstances first consideration will be given to the welfare of the residents of the Facility.

Now therefore, the Employer and the Union agree each with the other as follows:

### **ARTICLE 1 – SCOPE OF RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in job classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate #3607, or as may be granted voluntary recognition by the Employer and identified in Schedule “A” save and except Unit Managers and Maintenance personnel.
- 1.02 Any dispute as to whether any (-new-) job classification falls within the bargaining unit shall be submitted to the Manitoba Labour Board for determination.
- 1.03 The Employer agrees not to make any separate agreements with the employees in the bargaining unit which may conflict with this Collective Agreement.

### **ARTICLE 2 – DURATION**

- 2.01 a) This Collective Agreement shall be in full force and effect from date of ratification by both Parties of Memorandum of Settlement, **January 3, 2019** until **April 30, 2022**.
- b) Should the parties fail to conclude a new contract prior to the expiry date of this Collective Agreement, all provisions herein contained shall remain in full force until a new Collective Agreement has been reached.

- 2.02 Should either party desire to propose changes to this Collective Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) days prior to the date of termination. Within thirty (30) calendar days of the receipt of the notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Collective Agreement unless otherwise mutually agreed.
- 2.03 This Collective Agreement may be amended during its term by mutual agreement in writing between the Parties.
- 2.04 The Union agrees that for the term of this Collective Agreement there shall be no slowdown, sitdown or other kind of strike against the Employer and the Employer agrees that it will not lock out members during the term of this Collective Agreement.
- 2.05 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of exchange of written notice of ratification by both parties. Retroactive pay will be issued on a separate cheque.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer:
- a) To determine and establish standards and procedure for the care, welfare, safety and comfort of the residents at the facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time, to be observed by its employees and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement. Prior to implementing any rules, regulations, policies and practices or changes thereto, the Employer shall post the same on the bulletin board and will send a courtesy copy to the Union.
  - b) To hire, discharge, transfer within the facility, lay-off, recall, promote, classify, assign areas of responsibility, suspend or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of job classification, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance.
  - c) To control the direction of the working forces, the right to plan, direct and control the operation of the facility, the right to introduce new and improved methods, facilities, equipment, combining or splitting up the department, work schedule, the number of employees required for the Employer's purpose and the increase or reduction of personnel subject to the terms of this Collective Agreement.

- d) To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Collective Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Collective Agreement.
- e) To establish the standards of volume, the level and quality of work performance and if necessary, to sub-contract work to meet the requirements of the institution subject to the terms of this Collective Agreement.
- f) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the collective agreement as a whole.

The Union recognizes and understands that the foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth.

- 3.02 If the Employer sub-contracts work which results in the displacement of any number of employees, the Employer will make every reasonable effort to find suitable alternative employment in the Facility for those employees so displaced. However, a full-time employee to whom the Employer cannot offer alternative employment will receive severance pay on the basis of five (5) shifts of pay at her/his basic hourly rate for each year of service up to a maximum of sixty (60) shifts. For a part-time employee, her/his severance pay shall be pro-rated against a full-time employee's regular hours on the basis of the part-time employee's paid hours in the three (3) months prior to the date of displacement up to a maximum of sixty (60) shifts.

#### **ARTICLE 4 – UNION DUES-SECURITY**

- 4.01 The Employer agrees to deduct the amount of monthly dues as determined by the Union on a monthly basis from each employee covered by this Collective Agreement.
- 4.02 The deductions shall be made from each payroll and be available for the Secretary-Treasurer of the Union within two (2) weeks of the month end, accompanied by one list of names of those employees from whom deductions have been made and the amount of such deductions.
- 4.03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the pay period in which the deductions are to be made.
- 4.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4.05 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

## **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 The Union agrees to provide the Employer with a current list of officers and authorized representatives.
- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Collective Agreement.
- 5.03 Where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to participate in negotiations or to process grievances with management they shall suffer no loss of pay while so engaged, subject to a maximum cost to the Employer of three (3) employees engaged in negotiations and one (1) employee involved in processing a grievance.
- 5.04 Representatives of the Union who are not employees of the Employer shall, upon request of the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 5.05 A local union officer shall be granted up to fifteen (15) minutes in order to familiarize employees in the bargaining unit with the general conditions and responsibilities with respect to the Collective Agreement and to the Union. A management representative may be present during this period.
- 5.06 All correspondence arising out of this Collective Agreement shall pass to and from the Administrator/Director of Care or designate and the Secretary of the local Union or designate.
- 5.07 The Union shall be notified in writing of all promotions, demotions, hirings, transfers, lay-offs, resignations or any other terminations of employment.
- 5A.01 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a local union officer.
- 5A.02 All disciplinary action, verbal warning, written warning or adverse report, shall be entered into the file of the employee concerned, copied and given to the employee.
- 5A.03 **Except as stated herein, upon written request by the Employee, records of disciplinary action will be reviewed by the Employer eighteen (18) months, exclusive of approved leaves of absence, following the date of disciplinary action, and shall be removed from an Employee's file at that time provided there has been no further disciplinary actions taken by the Employer during this period. However, for discipline involving incidents of abuse,**

**inappropriate conduct involving a Resident or harassment, the term shall be thirty-six (36) months.**

**5A.04 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

**ARTICLE 6 – NON-DISCRIMINATION**

- 6.01 It is mutually agreed that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, or sexual orientation, place of residence, nor by reason of her membership or non membership or activity in the Union.
- 6.02 The Employer and the Union agree no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

**ARTICLE 7 – DEFINITIONS**

- 7.01 The words “FULL-TIME EMPLOYEE” shall mean a person covered by this Collective Agreement who regularly works the full prescribed bi-weekly working hours, exclusive of overtime.
- 7.02 The words “PART-TIME EMPLOYEE” shall mean a person covered by this Collective Agreement who, on a regular and recurring basis, works less than the prescribed bi-weekly hours, exclusive of overtime.
- 7.03 The words “CASUAL EMPLOYEE” shall mean a person who is called to work occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage for unforeseen staff shortages. The terms of this Collective Agreement shall not apply to casual employees except to the terms covered under Article 31.
- 7.04 a) A term position may be used, for example, to replace another employee on leave or for a specific project with a minimum duration of four (4) weeks and a maximum duration of twelve (12) months, or such other duration that may be agreeable to the Union. The position the employee holds shall be called a “term position.”
- b) Term positions shall not be used to circumvent the normal job posting requirements or the rights of full-time or part-time employees.

- c) Term positions shall be posted pursuant to Article 13. No “term position” shall result in more than three (3) subsequent job postings.
  - d) Term positions shall be subject at least forty-eight (48) hours notice of conclusion.
  - e) Unless otherwise noted in clause 7.04, the terms of this Collective Agreement shall be applicable to the employee in the term position, except that the employee occupying the term position shall be required to complete the term before being considered for other term positions within the bargaining unit. An employee, while occupying a term position, may apply for a permanent position within the bargaining unit.
  - f) On expiry of the term position, the employee who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position or status.
  - g) If the term position becomes permanent, the position shall be posted according to the provision of Article 13.
  - h) An employee hired from outside of the bargaining unit will not accrue seniority during the term position. Upon completion of the term position, the term employee who has been retained by the Employer will accrue seniority from the date of initial hiring.
  - i) Articles 26, 27 and 28 shall apply to a term employee after being awarded a permanent part-time or full-time position.
  - j) Articles 26, 27 and 28 shall not apply to a casual employee or casual employee occupying a term position.
- 7.05 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 7.06 The term “Employer” shall mean Hillcrest Place Inc.
- 7.07 The term “Union” shall mean the Canadian Union of Public Employees, Local 2526.
- 7.08 “Basic hourly rate” shall mean the hourly rate of pay set out in Schedule “A”.
- 7.09 “Basic pay” shall mean an employee’s gross pay calculated on payment made at her/his basic hourly rate.
- 7.10 “Regular hours of work” and “Regular hours” shall mean the bi-weekly hours to which a full-time or part-time employee is entitled to as set out in the job posting she/he is awarded.

## **ARTICLE 8 – BULLETIN BOARDS**

- 8.01 A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the Administrator or designate before posting.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

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

- 9.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner, however, **nothing in this agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions:**

**Step 1** – An employee having a grievance shall refer it verbally to her immediate supervisor within **twenty-one (21)** 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 **ten (10)** 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 2** – If further action is to be taken, then, within **twenty-one (21)** days after the decision is given in Step 1, the employee shall submit the grievance in writing dated and signed to the Administrator. A meeting will then be held between the Administrator or her/his designated representative and the employee within **ten (10)** days. The decision of the Administrator or her/his designated representative shall be given in writing within ten (10) days following the meeting.

**Step 3** – Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration by either the Employer or the Union.

- 9.03 **Written Statements**

When a grievance is submitted in writing by either the Employer or the employee it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, if other than the grievor and the remedies sought.

- 9.04 **Time Limits**

Time limits fixed in complaints, grievances and arbitration procedures may be extended only by the written, mutual consent of the parties.

9.05 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.

9.06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit a policy grievance directly to the Administrator.

9.07 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Administrator or designate as per Step 2 of the grievance procedure within **twenty-one (21) days**.

9.08 An employee may be accompanied by a local union officer at any stage of the grievance procedure. The Union shall be afforded a reasonable time frame to meet beforehand with the employee.

**ARTICLE 10 – ARBITRATION PROCEDURE**

10.01 Within **fifteen (15)** calendar days after receiving the Employer's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no written notice of intent to submit the matter for arbitration is received within **fifteen (15)** days after the decision under Step 3 is given the grievance shall be deemed to have been settled and/or abandoned.

10.02 **Arbitrations shall be heard by a single Arbitrator unless it is agreed to use a three (3) person Arbitration Board. Upon referral to arbitration, the parties will appoint a mutually agreeable Arbitrator within fourteen (14) working days. In the event of failure to agree upon an Arbitrator, the Manitoba Labour Board Minister will be requested to appoint the Arbitrator.**

**Either party may propose in writing to the other party the use a three (3) person Board of Arbitration. The use of a three (3) person Board of Arbitration will be subject to mutual agreement of the parties. Upon agreement within seven (7) calendar days of the receipt of the notice of arbitration, the arbitrating party shall give notice in writing naming their nominee to the Arbitration Board. The other party shall, within seven (7) calendar days after receipt of such notice, name its nominee to the Board and shall so advise the first party. The two (2) named members of the Board shall, within ten (10) calendar days, name a third (3<sup>rd</sup>) member of the Board who shall be Chairperson. In the event of failure to agree upon a third (3<sup>rd</sup>) person, the Manitoba Labour Board shall be requested to appoint a third (3<sup>rd</sup>) member.**

- 10.03** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Collective Agreement.
- 10.04** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 10.05** The decision of the majority or the 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 or the Sole Arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

**10.06** Disagreement on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within five (5) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

**10.07** Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints;
- b) one-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

- 10.08** Nothing in this Collective Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 10.09** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 10.10** Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any lost wages.

## **ARTICLE 11 – SENIORITY**

11.01 “Seniority” shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.

11.02 An employee’s seniority and employment will terminate if:

- a) she resigns in writing,
- b) she is discharged and not reinstated under the grievance procedure,
- c) she fails to report for work as scheduled at the end of a lay-off, leave of absence, vacation or suspension, unless notice to the Employer was not reasonably possible,
- d) she is laid off for more than thirty-six (36) months; or
- e) she is absent more than three (3) consecutive working days without notification.

11.03 a) All new employees shall serve a probationary period of three (3) months, or four (4) months for those employees not working full-time hours, from the date of hiring, during which time the Employer may terminate their employment. A probationary employee may grieve her/his termination only up to Step 1.

b) During the probationary period, the Employer reserves the right to permit the employee to transfer to another department or job classification.

11.04 a) Every six (6) months, the Employer shall provide to the Union a seniority list showing the names of all employees covered by this Collective Agreement together with the length of each employee’s employment with the Employer.

b) Once per year the Employer will distribute to all regular employees covered by this Collective Agreement a form provided by the Union requesting regular employee’s addresses and phone numbers.

c) The Union shall receive a seniority list of employees covered under this Collective Agreement if any sort of lay-off or reduction of hours occurs.

11.05 Seniority will continue to accrue if an employee:

- a) is on any period of paid leave of absence,
- b) is on any period of paid income protection provided by the Employer,
- c) is on any period of paid vacation,

- d) is on an unpaid leave of absence up to four (4) consecutive weeks,
- e) is on any period of Workers Compensation benefits up to a maximum of twenty-four (24) months,
- f) is on any period of unpaid leave of absence for Union purposes up to one (1) year,
- g) is on a parental or maternity leave.
- h) Seniority, for the purpose of the administration for job postings will accumulate while an employee is on a leave of absence for Union purposes up to one (1) year, or on a parental or maternity leave of absence.

**11.06 Seniority will be retained but not accrue if an employee:**

- a) is on an unpaid leave of absence in excess of four (4) consecutive weeks,
- b) is on any period of Workers Compensation benefits in excess of twenty-four (24) months,
- c) is on any period of unpaid leave of absence for Union purposes in excess of one (1) year.

**11.07** If an employee is promoted to a permanent position outside the bargaining unit, seniority shall be retained but shall not be accrued. At such time, that she/he is appointed to the position outside of the bargaining unit, her/his seniority shall terminate.

## **ARTICLE 12 – INCOME PROTECTION**

**12.01** A full or part-time employee who is absent from scheduled work due to personal illness or disability, personal quarantine, or personal medical, dental or chiropractic examination or treatment shall be entitled to her regular basic hourly pay to the extent that she has accumulated income protection credits, subject to the following conditions.

- 12.02 a)** Full-time employees shall accumulate income protection credits following completion of six (6) calendar months of employment at the rate of one and one-quarter (1¼) days per month to a maximum of one hundred and twenty (120) days.
- b)** Part-time employees shall accumulate income protection credits following completion of six (6) calendar months of employment at a rate of one and one-quarter (1¼) days of income protection for every one hundred and sixty-eight (168) hours worked to a maximum of one hundred and twenty (120) days.

- c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled 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 to the Employer. To clarify the foregoing, the provisions of the Collective Agreement which otherwise obligate the Employer to honouring a scheduled and/or assigned shift shall not apply.

12.03 a) An employee who is unable to work due to illness shall inform the Department Manager, prior to the commencement of her/his next scheduled shift. An employee who fails, without good and substantial reason to give the minimum notice specified below, will not be entitled to receive income protection benefits for the shift in question.

- Prior to day shift                      One (1) hour
- Prior to evening shift                Three (3) hours
- Prior to night shift                    Three (3) hours.

b) An employee returning to work following an absence of one (1) shift or more shall inform the Employer as specified below. If no call is received a replacement may be initiated. If no call has been received and the employee arrives to work for her/his next scheduled shift and she/he has been replaced, that employee will be sent home from the Facility without pay and the replacement employee will remain at work.

- Day Shift:                                by 2:00 p.m. the day prior to her/his return
- Evening Shift:                            by 10:00 a.m. the day of her/his return
- Night Shift:                              by 2:00 p.m. the day of her/his return.

12.04 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization. When the Employer suspects an employee is abusing income protection, a meeting shall be held between the Employer, the Union and the employee concerned to discuss the employee's usage of income protection.

The Employer shall notify the Union in writing whenever they request a medical certificate from an employee.

12.05 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of illness in regards to any claim for income protection and as proof of the employee's fitness to return to work.

**The Employer will reimburse the employee for the cost of their certificate providing that:**

- 1. The Employer has requested the certificate;**
- 2. The employee provides proof of payment; and**
- 3. The employee is not on the Attendance Management Program.**

- 12.06 a) Employees unable to perform their regular work as a result of an injury or illness which is recognized as compensatable by the Workers Compensation Act, will be entitled to income protection payment for the difference between the compensation award and their regular salary. Such difference will be deducted from the employee's accumulated income protection entitlement and payment will cease when the employee's income protection entitlement has been totally claimed.
- b) Absences which are paid by Workers Compensation shall not be counted as a sick incident, unless income protection benefits are being claimed from the employee's sick benefits.
- 12.07 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection.
- 12.08 a) Examination of an employee by a medical physician of her/his choice may be required by the Employer. The examination may include X-rays and other laboratory tests as may be deemed necessary by the examining physician.
- b) Any employee who is required by the Employer to have a physical examination as specified above shall do so at the Employer's expense and while the employee is regularly scheduled to work.
- c) The results of any physical examination required by the Employer will not be made available to the Employer; however, the examining physician will be required to supply the following information:
- i) The employee is fit to work without restrictions;
  - ii) The employee is fit to work with restrictions; or
  - iii) The employee is not fit to work.
- d) In the event an employee is declared not fit to work by the physician, she/he shall be entitled to exercise her/his rights to benefits as detailed within the Collective Agreement.
- e) Time off for on-going medical examinations and/or treatment shall be chargeable against accumulated income protection benefits. The Employer agrees not to

consider such examinations and treatments under the Employer's Attendance Management Policy; however, such agreement shall not prevent the Employer from taking action in the event the employee is unable for any reason to fulfil the duties and responsibilities of any job with the Employer.

- 12.09 Employees hired for summer vacation relief, excluding casuals, shall not be entitled to income protection.
- 12.10 a) For other purposes, such as an illness within the immediate family, an employee shall be entitled to leave with pay up to a maximum of three (3) days in each calendar year. Such time to be chargeable against income protection accrual.
- b) At no time shall an employee be permitted to reduce her/his accumulated unused income protection credits below twelve (12) days when using family illness leave.

### **ARTICLE 13 – VACANCIES AND JOB POSTINGS**

- 13.01 The Employer agrees to post notices of vacant or new positions covered by this Collective Agreement (the job posting) for at least seven (7) calendar days, excluding weekends and General Holidays, to enable employees presently in the employ of the Employer to apply for same.
- 13.02 Seniority shall be the determining factor in awarding a posting provided the employee meets the physical requirements of the job, possesses the necessary qualifications and has a good work record. Work record includes, but is not limited to, the employee's job performance and the employee's attendance record with the Employer.
- 13.03 a) Where an employee successfully bids into one job classification from a different job classification, or where the employee remains in the same job classification, but changes her/his shift, she/he shall be subject to a ninety (90) calendar-day trial period. For the purposes of this clause, a "shift" will be defined in terms of day, evening or night as the case may be and shall exclude the EFT and/or length of shift. Notwithstanding the change in shift, where an employee transfers between positions within the same job classification, no trial period shall be required and, therefore, that employee shall not be entitled to the provisions of 13.03.
- b) During the trial period, if in the opinion of the Employer the applicant proves to be unsatisfactory in the new job classification or new shift of the same job classification, or if she/he wishes to voluntarily revert to her/his former position, the employee shall be returned to her/his former position without loss of seniority. Conditional upon satisfactory performance, she/he shall be declared permanent after the trial period.
- 13.04 When an employee successfully bids into a new job classification, her/his new and future basic hourly rate will be determined as follows:

- a) Where the new job classification has a higher basic hourly rate than the employee's former job classification, the new basic hourly rate will be the rate of her/his new job classification which is next higher to her/his basic hourly rate of her/his former job classification. At no time shall an employee be paid at a basic hourly rate greater than the highest rate for the job classification she/he has successfully bid into.
- b) Where the new job classification has the same or a lower basic hourly rate than the employee's former job classification, the new basic hourly rate will be the rate of her/his new job classification which is at the same step of her/his basic hourly rate of her/his former job classification.
- c) Subject to clause 20.04, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment at the Facility and shall be paid effective with her/his anniversary date.

13.05 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Facility.

13.06 If an employee takes a course outside of working hours, and if before the employee takes the course, the Employer or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for fifty percent (50%) of the tuition fee to a limit of one hundred dollars (\$100.00) upon successful completion of the course. Proof of successful completion will be required.

#### **ARTICLE 14 – ANNUAL VACATION**

14.01 The vacation year shall be from the 1<sup>st</sup> day of May in the one year to the 30<sup>th</sup> day of April the next year.

14.02 a) i) Annual vacation shall be earned at the rate of:

10 working days per year commencing in the first year of employment	4%
15 working days per year commencing in the 3 <sup>rd</sup> year of employment	6%
20 working days per year commencing in the 4 <sup>th</sup> year of employment	8%
25 working days per year commencing in the 11 <sup>th</sup> year of employment	10%
30 working days per year commencing in the 21 <sup>st</sup> year of employment	12%

- b) Part-time employees shall receive vacation pay to be calculated as follows:

Hours paid at regular  
Basic Hourly Rate X Entitlement of a full-time employee  
Full-time hours

- c) Part-time employees shall receive their entitlement over a period of time equivalent to the vacation period of a full-time employee.

- d) Casual employees shall receive their vacation pay in accordance with Article 30.01 a).

14.03 Employees may receive their vacation pay not later than the date preceding the day her/his vacation commences if application has been made to the Employer three (3) weeks in advance.

14.04 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates 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

14.05 Vacation Schedule

- a) The Employer shall post the vacation schedule by April 15<sup>th</sup> of each year and it shall not be changed unless mutually agreed upon by the employee and the Employer. The period in which employees shall take vacation shall be based on the selection by the employees according to seniority in each department, but shall be finally determined by the Employer having due regard for the proper and efficient operation of the Facility.

For employees who have vacation time as of September 1<sup>st</sup> still to be scheduled, the Employer will use a process similar to that used for the April 15<sup>th</sup> vacation schedule so as to schedule remaining vacation. All of an employee's outstanding vacation must be requested at this time. This subsequent vacation schedule will be posted on or before October 15<sup>th</sup>.

- b) The Employer agrees to grant vacations with pay to full-time Employees to a maximum of three (3) consecutive weeks at any one time unless the Employee requests to have her vacation broken up into separate entitlements. If a staff member chooses to separate her vacation entitlements she/he will not be granted more than **four (4)** separate entitlements during any given vacation year as defined at clause

- 14.01. Vacation entitlements of twenty-five (25) days or more may be broken into five (5) separate entitlements. Where possible, vacations shall commence on a Monday. The Employer agrees that vacations in excess of three (3) consecutive weeks may be granted if requested and circumstances warrant it.
- c) Upon request, an employee may retain up to three (3) days of her/his vacation for the purpose of taking such time for personal reasons as long as adequate notice is given in order to accommodate scheduling. These three (3) vacation days shall not be counted towards the number of vacation splits.
- 14.06 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 14.07 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 14.08 a) In the event that an employee is hospitalized or has surgery during her/his vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. The employee may utilize income protection credits and the displaced vacation shall be rescheduled. Proof of such hospitalization and/or confinement due to surgery shall be provided if requested.
- b) In the event that an employee is receiving Workers Compensation benefits during scheduled vacation, the scheduled vacation shall be rescheduled provided that the employee advises the Employer that she/he wishes to change her/his vacation as soon as she/he is aware she/he will be covered under Workers Compensation.
- 14.09 Full-time employees who have been granted a leave of absence will receive vacation on the basis of the appropriate percentage for their years of service, times their basic earnings for the vacation year.

## **ARTICLE 15 – GENERAL HOLIDAYS**

- 15.01 The following holidays are recognized as general holidays for purposes of this Collective Agreement.

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

and any other day proclaimed as a holiday by Federal or Provincial authorities.

- 15.02 An employee required to work on a general holiday will be paid at the rate of one and one-half (1½) her/his basic hourly rate for all hours worked on the general holiday.
- 15.03 a) A full-time employee required to work on a general holiday will also be granted an alternate day off with pay at her/his basic hourly rate at a time mutually agreeable to the employee and the Employer (referred to as a “holiday-in-lieu”). If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the date of the general holiday, the employee will be paid an additional day’s pay at her/his basic hourly rate.
- b) If a full-time employee is absent on a general holiday when scheduled to work, she/he shall forfeit all pay for the general holiday unless her/his absence on the general holiday is due to illness. If a general holiday falls on a day on which a full-time employee is receiving income protection benefits provided by the Employer, she/he shall be paid for the general holiday as fulfilment of clause 15.03(a) and such pay shall not be deducted from her/his income protection credits.
- c) A full-time employee shall be entitled to accumulate five (5) holidays-in-lieu which shall be taken by April 30<sup>th</sup> of each calendar year.
- 15.04 a) Subject to clause 15.04(b), if a general holiday falls on the regular day off of a full-time employee or during her/his annual vacation, she/he shall be granted an alternate day off at her/his basic hourly rate at a time mutually agreeable to the employee and the Employer (referred to as a holiday-in-lieu). If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the date of the general holiday, the employee will be paid an additional day’s pay at her/his basic hourly rate.
- b) In order to qualify for general holiday pay pursuant to clause 15.04(a), an employee must work her/his full scheduled shift immediately preceding or immediately following the holiday, except where the employee is on vacation, sick leave, or bereavement leave paid for by the Employer.
- 15.05 For the first thirty (30) calendar days of an employee’s Workers’ Compensation benefits, if a general holiday falls on a day on which an employee is receiving Workers’ Compensation benefits, she/he shall not be paid for the general holiday; however, the general holiday shall be banked to be taken at a later date in fulfilment of clause 15.03.
- 15.06 a) A newly hired full-time employee required to work on a general holiday shall be paid at the rate of one and one-half (1½) times her/his basic hourly rate for all hours worked on the general holiday. In addition, she/he shall receive one (1) day off pursuant to clause 15.03(a), provided that she/he has worked fifteen (15) shifts during the thirty (30) calendar days immediately preceding the date of the general holiday.

- b) Part-time employees will be paid four point six two percent (4.62%) of her/his basic hourly rate in lieu of time off on a general holiday. Such hours shall be calculated on all paid hours and shall be paid on each pay deposit.

## **ARTICLE 16 – LEAVE OF ABSENCE**

- 16.01 a) Except as otherwise provided for in this Collective Agreement, a leave of absence without pay may be granted to an employee at the discretion of the Employer.
  - b) To obtain a leave of absence without pay, the employee must give at least one (1) week's notice in writing to the Administrator or her designated representative.
  - c) Payroll deductions will be discontinued if earnings for the month are insufficient to meet payments. This would not preclude an employee from making prepayments to maintain coverage under employee/Employer benefit programs.
  - d) When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave of absence subject to the provisions of clause 20.04.
- 16.02 Employees elected or appointed to do Union work shall be granted leave of absence without pay for such purpose, provided two (2) weeks notice in writing is given to allow the Employer to make arrangements to replace such employees at no extra cost to the Employer.
- 16.03 a) An Employee shall be granted **five (5) regularly scheduled work days leave of absence with basic pay in the event of the death of a spouse, common-law spouse, child (including step children, adopted children, and common-law children), and grandchild; three (3) regularly scheduled work days leave of absence with basic pay in the event of the death of a parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, former guardian, fiancé or any close relative residing with the Employee.** Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or three (3) calendar days following the death whichever is the greater. Additional leave of absence may be applied for under subsection 16.02. An Employee shall be granted one (1) day off with pay in the event of the death of an aunt, uncle, niece, nephew and grandparent-in-law.
- Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend a funeral outside the province.
- b) Necessary time off up to one (1) day with pay will be granted to an employee to attend a funeral as a pallbearer or honorary pallbearer.

- 16.04 An employee required to serve as a juror, or subpoenaed as a witness in any court of law, other than proceedings resulting from an employee's conduct or affairs, shall not suffer any loss of basic pay for regularly scheduled shifts while in attendance at court as a juror or witness.
- a) The employee shall provide written notification to the Employer (using either a copy of the call to jury duty or the subpoena) as soon as the employee has been called to jury duty or subpoenaed.
  - b) The employee shall provide written documentation from the Court to the Employer showing the payment (indemnity) she/he has received from the Court for attending as a juror or as a witness. The amount paid by the Employer shall be the difference between the employee's basic pay and the indemnity paid by the Court, excluding payment for travelling, meals or other expenses.
- 16.05 a) The Employer recognizes the right of employees to participate in public affairs (public office). Therefore, upon request by the employee, the Employer shall grant leave of absence of not more than two (2) months without pay and without loss of seniority so that employees may be candidates in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave of absence may be renewed each year on at least four (4) weeks' written request by the employee prior to the end of her/his term of office.
- 16.06 An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year on at least four (4) weeks' written request by the employee prior to the end of her/his term of office.

16.07 Parenting Leave

Employees who have completed at least seven (7) consecutive months of employment with the Employer prior to the intended start date of the parenting leave shall be eligible for parenting leave.

Parenting Leave consists of maternity and parental leave. Parental leave includes paternity and adoption leave.

An employee shall be granted leave of absence for up to a maximum of fifty-four (54) weeks where she/he qualifies for maternity leave and parental leave.

- a) **Maternity Leave** – Up to seventeen (17) weeks of maternity leave without pay will be granted subject to the following conditions:
- i) The employee shall submit a written request at least four (4) weeks before the intended start date of the maternity leave and in no case later than the end of the twentieth (20) week of pregnancy.
  - ii) If requested by the employee, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
  - iii) The Employer may request an employee to obtain from a qualified medical practitioner a note providing indication of her ability to continue work at any time during the employee's pregnancy.
- b) **Parental Leave:**
- i) In order to qualify for parental leave, the employee must be the natural mother of a child, or be the natural father of a child or must assume actual care and custody of his newborn child (paternity leave), or be an adoptive parent of a child under the laws of the Province of Manitoba (adoption leave).
  - ii) An employee who qualifies for parental leave, except in the case of adoption leave as specified below, must submit to the Employer an application in writing for parental leave at least four (4) weeks before the intended start date of the parental leave.
  - iii) In the case of adoption leave, the employee must submit a written request for such leave. The employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
  - iv) An employee who qualifies in accordance with (i), (ii), and (iii) will be granted parental leave without pay for a continuous period of up to thirty-seven (37) weeks exclusive of maternity leave (if applicable).
- c) Subject to (d) below, parental leave must commence no later than the first (1<sup>st</sup>) anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

- e) An employee may end maternity or parental leave earlier than the original expiry date of the leave by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is greater, before the day the employee wants to end the leave.

- 16.08 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.
- 16.09 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications subject to approval of the Employer. Such leave shall not unreasonably be withheld.
- 16.10 Where employees have been elected or appointed to represent the Union at union conventions, schools, conferences or seminars, a leave of absence without pay and without loss of seniority or benefits shall be granted by the Employer upon request, provided that such leave of absence does not interfere with the efficiency of the department affected. The Employer will continue to pay the employee subject to total recovery of payroll and related costs, including statutory contributions, by the Employer from the Union.
- 16.11 Compassionate Care Leave

An employee shall be granted Compassionate Care Leave without pay or benefits pursuant to the Compassionate Care Leave provisions of the Manitoba Employment Standards Code. The Employer reserves the right to request evidence supporting the employee's request for Compassionate Care Leave.

## **ARTICLE 17 – HOURS OF WORK**

- 17.01 a) Eighty (80) hours shall constitute a full-time bi-weekly period of work comprised of eight (8) hour shifts.
- b) Each shift of eight (8) hours shall include rest periods and one-half (½) of each meal period but excluding one-half (½) of each meal period.
- 17.02 The meal period will be scheduled by the Employer and will be one-half (½) of an hour in duration, unless otherwise mutually agreed between the employee(s) concerned and the Employer.
- 17.03 A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.
- 17.04 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

- 17.05 a) Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without knowledge of the employee. Where forty-eight (48) hours of such notice is not given the employee, she/he shall receive payment at the applicable overtime rate for all such work performed.
- b) Employee requests for changes in the schedule must be submitted prior to the current schedule being posted.
- 17.06 An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum **fifteen** [15] hours), unless otherwise agreed to between the employee and the Employer.
- 17.07 An employee shall be granted every second (2<sup>nd</sup>) weekend off.
- 17.08 There shall be no split shifts unless by mutual agreement between the employee and the Employer.
- 17.09 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at her/his basic hourly rate.
- 17.10 For identification purposes, shifts will be named as follows:
- a) shifts commencing at or about 2300 hours shall be considered the first (1<sup>st</sup>) shift of the day;
- b) shifts commencing at or about 0700 hours shall be considered the second (2<sup>nd</sup>) shift of the day; and
- c) shifts commencing at or about 1500 hours shall be considered the third (3<sup>rd</sup>) shift of the day.
- 17.11 In cases where a shift commences at a time other than one of those specified in clause 17.10, the shift shall be considered to be the one in which the majority of hours falls.

## **ARTICLE 18 – OVERTIME**

- 18.01 Overtime shall be time worked in excess of the daily hours of work as specified in Article 17, such time to have been authorized in such manner and by such employee as may be authorized by the Employer.
- 18.02 a) Employees shall receive one and one-half **times** (1½x) their basic hourly rate for the first three (3) hours of authorized overtime in any one (1) day.

- b) Employees shall receive two times (2x) their basic hourly rate for authorized overtime beyond the first three (3) hours in any one (1) day.
  - c) Overtime worked on any scheduled day off shall be paid at the rate of two times (2x) the employee's basic hourly rate.
  - d) Hours worked in excess of the daily normal hours, as defined in clause 17.01 on a statutory holiday shall be paid at the rate of two and one-half times (2½x) the employee's basic hourly rate.
- 18.03 For full-time employees only, by mutual agreement between the Employer and the employee, overtime may be compensated for by granting the employee equivalent paid time off (banked overtime) at the applicable overtime rates. An employee may bank overtime to a maximum of fifty-six (56) hours. Banked overtime shall be used on or before March 15<sup>th</sup> of each year. If banked overtime cannot be used on or before the foregoing date, the Employer shall pay the banked overtime at the applicable overtime rates to the employee on the first payroll following March 15<sup>th</sup>.
- 18.04 Employees working two (2) consecutive eight (8) hour shifts will be paid at double time (2x) for the second shift.
- 18.05
- a) Subject to the Employer's right to manage overtime costs, overtime shall be offered to employees in the same job classification who are qualified to perform the available work and who have previously expressed in writing her/his interest in working overtime. Such offer of overtime shall be made in descending order of seniority.
  - b) Notwithstanding Article 18.05 (a), in the event of an employee is not offered overtime in accordance with the order specified in Article 18.05 (a), such employee shall be compensated by being scheduled thereafter by mutual agreement between the Employer and employee for another alternative work opportunity of the same duration before overtime is offered to employees expressing interested in overtime in the order specified in Article 18.05 (a).
  - c) No employee shall be required to work overtime against her/his wishes when other qualified employees in the same job classification are available and willing to perform the required work.
- 18.06 Full-time employees required to report back to work outside of her/his regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her/his next scheduled shift she/he will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

- 18.07 An employee required to work overtime for a period in excess of two (2) hours immediately following her/his hours of work shall be supplied with a meal.
- 18.08 An employee shall not be required to lay off during regular hours to equalize any overtime worked.
- 18.09 Overtime worked as a result of the time changeover from Daylight Saving Time to Central Standard Time shall be payable at the rate of straight time (1x).
- 18.10 An employee required to attend in-service training held during an employee's time off will be compensated for all such time at the appropriate overtime rate.

### **ARTICLE 19 – PREMIUMS**

19.01 (a) Weekend Premium

A weekend premium of **one dollar and thirty-five cents (\$1.35)** shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 2300 hours on the Friday and 2300 hours on the following Sunday.

(b) Evening Shift Premium

A shift premium of one dollar (\$1.00) shall be paid for each hour of shift worked where the majority of the hours of that shift fall within the period 1500 hours and 2300 hours.

(c) Night Shift Premium

A shift premium of **one dollar and fifty cents (\$1.50)** shall be paid for each hour of a shift worked where the majority of the hours of that shift fall within the period 2300 and 0700 hours.

- 19.02 Shift premium will not be payable while an employee is receiving overtime rates or when on paid leave of absence, including sick leave or holidays-in-lieu.

### **ARTICLE 20 – SALARIES AND INCREMENTS**

- 20.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.
- 20.02 Employees shall be paid bi-weekly.

- 20.03 Upon completion of an approved course from a community college or equivalent as determined by the Employer, the Employee Health Care Aide I (Untrained) shall be promoted to the Health Care Aide II (Trained) job classification beginning at the equivalent increment level. Subsequent increment levels (if applicable) will be granted on completion of an additional **two thousand eighty (2080)** paid hours of work for each step.
- 20.04 Salary increments for employees who have their increments due on their anniversary date will be granted effective the anniversary date. The anniversary date of an employee is the date on which an employee completes **two thousand eighty (2080)** paid hours.

20.05 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid job classification, and provided the employee carries out substantially all of the duties and responsibilities of the job classification, she/he shall be paid a premium of fifty cents (50¢) per hour provided that at no time will the basic hourly rate paid under this provision exceed the basic hourly rate of the job classification to which she/he is temporarily assigned.

- 20.06 All part-time employees shall receive the basic hourly rates, conditions of employment and perquisites specified in this Collective Agreement on a pro-rata basis according to her/his hours of work.

## ARTICLE 21 – LAY-OFF AND RECALL

- 21.01 In the event of a lay-off employees shall receive four (4) weeks notice or four (4) weeks pay in lieu thereof.

When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

If a full-time or part-time position is deleted, bumping procedure shall commence. The employee(s) affected shall have the right to bump into a position in any job classification that is currently occupied by someone with less seniority provided they possess the qualifications and ability sufficient to perform the required duties.

- 21.02 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.
- 21.03 The employees laid off in accordance with clause 21.01 shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.

- 21.04 To be eligible for recall employees must file their name and current address with the Employer at the time of lay-off and no less than each six (6) months thereafter. In the event the employee's address or other contact information changes, she/he must notify the Employer within three (3) working days of such change. Failure to comply with this provision shall result in the employee losing the right of recall under Article 21.
- 21.05 An employee who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the employee's recorded address and must be prepared to begin work at a time designated by the Employer.
- 21.06 The right of an employee who has been laid off to be recalled under this Collective Agreement will be forfeited in the following circumstances:
- a) if the employee did not communicate with the Employer as specified in clause 21.05; or
  - b) if the employee did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 21.07 Reduction of Hours
- a) In the event that an employee has her/his regular hours of work reduced, the employee shall be given two (2) weeks notice and a copy of such notice shall be forwarded to the Union.
  - b) No new employees shall be hired until those employees who have had their hours of work reduced be given the opportunity to regain the hours lost in order of their seniority.

## **ARTICLE 22 – TERMINATIONS**

- 22.01 An employee may terminate her employment with the Facility by giving no less than two (2) weeks written notice.
- 22.02 Employment may be terminated with lesser notice or without notice:
- a) by mutual agreement between the Employer and the employee, or
  - b) during the probationary period of a new employee without recourse to the grievance procedure, or
  - c) in the event an employee is dismissed for sufficient cause.

- 22.03 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's final pay an amount equal to her/his basic pay for the period which she/he gives inadequate notice of termination.
- 22.04 Subject to other provisions contained in this Collective Agreement, relative to termination or lay-off of employment, each employee shall, unless otherwise mutually agreed, upon termination or lay-off from employment, and within five (5) working days after the cut-off date in the pay period in which she/he worked her/his final shift, receive pay in lieu of unused vacation, and all salary earned to date of termination or lay-off.

### **ARTICLE 23 – COMMITTEES**

23.01 The parties hereto agree that meetings between Union Local Representatives and Management (called the Union-Management Committee) will be held on a regular basis to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.

#### **23.02 Occupational Health and Safety Committee**

It is agreed that both parties will co-operate to the fullest extent in matters of workplace safety and health. Both parties agree that the terms of reference in this regard will be the regulations outlined in the *Workplace Safety and Health Act W210*, as may be amended by the Government of Manitoba.

Any employee attending Occupational Health and Safety Committee meetings with the Employer shall be paid subject to the following provisions.

- a) Employees who are scheduled to work will not suffer any loss of pay for all hours in attendance, and
- b) Employees who are not scheduled to work but are required to attend will be paid at her/his basic hourly rate for all hours in attendance.

### **ARTICLE 24 – TECHNOLOGICAL CHANGE**

24.01 Technological changes shall mean the introduction by the Employer into the workplace, undertaking or business equipment or material of a different nature or kind than that previously used by the Employer in the operation of the workplace, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Where the Employer proposes to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees in the unit or to alter significantly the basis on which the Collective Agreement was negotiated:

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiations of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Collective Agreement.

Section 83, 84 and 85 of the *Labour Relations Act* do not apply during the term of this agreement, to the parties of this Collective Agreement.

#### **ARTICLE 25 – CHANGES IN JOB CLASSIFICATION**

- 25.01 In the event that the Employer establishes or proposes to establish a new job classification(s), or if there is a substantial change in the job duties or responsibilities or qualifications of an existing job classification, and providing that the new or revised job classification(s) falls within the bargaining unit, the Employer shall provide to the Union a copy of the job descriptions and corresponding basic hourly rates.
- 25.02 Unless the Union objects in writing within thirty (30) calendar days following such notification, the job classification(s) and basic hourly rates shall be established and form part of Schedule “A” of this Collective Agreement.
- 25.03 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate basic hourly rate.
- 25.04 Failing agreement, the matter may be referred to arbitration in accordance with Article 10.
- 25.05 If the basic hourly rate of a new or revised job classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised job classification came into effect.

- 25.06 At any time after an employee has been in a job classification for three (3) months, she/he shall have the right to request a review of her/his job classification, if she/he feels that the duties of the job have substantially changed from those of the job classification job description.
- 25.07 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 25.08 If the decision given in 25.07 is not satisfactory to the employee, she/he may then treat this request for change in job classification as a grievance as laid out in Article 9.
- 25.09 If at any time the Employer changes an existing job description, the employee(s) and Union will receive the revised copy of same.

#### **ARTICLE 26 – DENTAL BENEFITS**

- 26.01 Employees who have completed their probationary period shall participate in the following Dental Plan. For those employees, the Employer agrees to pay the following share of premium contributions for the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.
- 26.02 The Employer agrees to continue on a mandatory basis a dental plan (similar to Plan “B” offered by the Manitoba Blue Cross) for full-time employees. The Employer agrees to seventy-five percent (75%) of the billed single or family premium rate for full-time employees who have completed their probation. The Employer shall pay a prorated amount of such premiums for part-time employees who opt for the benefit based on the number of hours worked by the employee concerned in relation to a full-time employee’s pay cheque and 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.
- 26.03 The prorated percentage for newly hired full-time and part-time employees will be based on the schedule of work for which these employees are hired. This percentage will be revised if necessary, once the employee has worked a full predetermined six (6) month period.
- 26.04 **Pre-Payment of Premiums**

During any approved absence, without pay, the Employer agrees to continue premium contributions for the month in which the absence commences. If the employee wishes to continue benefits during such absence, the employee may do so during such absence by notifying the Employer of the employee’s intention and submitting payment for the full premium no later than the first day of the month for which coverage is required.

- 26.05 An employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the employee portion of the benefit premiums for any benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she/he was enrolled at the time of injury.
- 26.06 Any problems with respect to the insurer(s) acknowledging or honouring any claims is a matter between the employee and insurer. The Employer has no liability to honour claims rejected by the insurer(s).

### **ARTICLE 27 – EXTENDED HEALTH PLAN**

- 27.01 The Employer agrees to an Extended Health Care (EHC) Plan based on the principles herein.
- 27.02 The administration of the EHC Plan shall be subject to and governed by the terms and conditions of the EHC Plan contract or policy entered into with the underwriters of the EHC Plan.
- 27.03 The parties recognize that the EHC Plan shall be other than the EHC Plan applicable to the Healthcare Employee Benefit Plan of Manitoba.
- 27.04 Eligible employees may elect to enrol in the EHC Plan. There shall be voluntary participation in the EHC Plan for all permanent employees who hold a permanent full-time equivalency (FTE) position of sixteen (16) hours biweekly or greater. Casual employees are not eligible to participate in the EHC Plan.
- 27.05 An eligible employee must successfully complete their probationary period prior to enrolling in the EHC Plan.
- 27.06 Eligible employees who enrol in the EHC Plan may withdraw from the EHC Plan at any time. An eligible employee who has not enrolled in or has withdrawn from the EHC Plan may enrol in the EHC Plan subject to EHC Plan carrier approval, limitations and/or waiting period and in any event, such late or re-enrolment shall occur only at April 1<sup>st</sup> of each year.
- 27.07 Implementation shall be in the second full month following ratification.
- 27.08 An eligible participating employee shall pay sixty percent (60%) of the EHC Plan premiums. The Employer will deduct premiums from the eligible participating employee's pay and forward same on to the EHC Plan carrier. The Employer will pay the remaining forty percent (40%) of premium per employee.

**27.09 The Employer reserves the right to change the EHC Plan carrier. Should it be considering to do so, the Employer will consult and discuss with the Union. Following such consultation, it will provide the Union with thirty (30) calendar days' notice. Changes to EHC carriers will not include reductions in coverage.**

**27.10 Pre-Payment of Premiums**

**During an Employer-approved unpaid leave of absence (LOA), a Workers' Compensation Claim, or a layoff, any of which are greater than thirty (30) calendar days, the Employer agrees to continue its EHC Plan premium contributions only for the month in which the absence commences. If the employee wishes to continue her EHC Plan participation beyond that first month, she shall notify the Employer in writing of her decision to continue and shall remit payment for the full monthly EHC Plan premium no later than the first day of the month to which the premium applies. The employee shall be wholly responsible for compliance with the EHC Plan carrier requirements for waiver of benefits and/or submission of the full monthly EHC Plan premium during such absence. The maximum period the employee can choose to continue to pay the full premium cost is for twelve (12) months or until such employee is recalled or engaged elsewhere, whichever occurs first. An employee who is in receipt of Workers' Compensation Benefits (WCB) shall remit payment for the full monthly EHC Plan premium no later than the first day of the month to which the premium applies for the full duration of her WCB period.**

**27.11 It is understood and agreed:**

- (a) that the Employer's only obligation is to deduct and remit EHC Plan premiums;**
- (b) that the Employer is not the insurer and bears no liability for decisions of the EHC Plan carrier; and**
- (c) any problems with respect to the EHC Plan carrier acknowledging or honouring any claim(s) is a matter between the employee and the EHC Plan carrier.**

**[Implementation shall be in the second full month following ratification.]**

**ARTICLE 28 – REGISTERED RETIREMENT SAVINGS PLAN**

**28.01 The following terms and conditions shall apply regarding a registered retirement savings plan (the "RRSP").**

- a) Employee Eligibility:**

**Full-time and part-time employees who have completed their probationary period may**

elect to enrol in the RRSP. Employee participation in the RRSP shall be on a voluntary basis.

Employees may elect to enrol into the RRSP at any time after the completion of their probationary period. Enrolment into the RRSP will take effect within two (2) full pay period following the receipt of the enrolment documents by Extencicare Benefits Department.

b) Employee Contribution:

Eligible employees who enrol into the RRSP (the “participating employees”) will contribute to their individual RRSP a percentage of the gross basic hourly rate (the “basic contribution”) as set out in the following table:

Effective Date	Basic Contribution (gross basic hourly rate)
<b>May 1, 2016</b>	<b>3.00%</b>
<b>May 1, 2017</b>	<b>3.00%</b>
<b>May 1, 2018</b>	<b>3.00%</b>
<b>January 3, 2019</b>	<b>3.50%</b>
<b>May 1, 2020</b>	<b>3.50%</b>
<b>May 1, 2021</b>	<b>3.50%</b>

Participating employees shall provide to the Employer written authorization to make deductions pursuant to this Article.

c) Employer Contribution:

For each participating Employee contributing to the RRSP, the Employer shall contribute to the participating Employee’s RRSP a matching amount as set out in b) above per gross hourly pay plus point five percent (0.5%) to a maximum of **four percent (4%) (effective January 3, 2019)**. The Employer contribution shall not apply to additional voluntary contributions made by participating Employees.

d) Contribution Remittances:

The Employer will remit the required contributions and additional voluntary contributions (the “contribution remittances”) to the RRSP. The Employer will include with the contribution remittances an itemized list identifying the following individual information:

- i) Employee’s name,
- ii) Employee’s social insurance number,

- iii) Employee's basic contributions,
- iv) Employee's additional voluntary contributions,
- v) Employer's contributions (pursuant to c) above).

The Employer shall be saved harmless for all contribution remittances so made to the RRSP.

e) Additional Voluntary Contributions:

- i) Participating employees may choose to make additional voluntary contributions (the "AVC") to the RRSP. The Employer shall not match such AVC.
- ii) Participating employees who wish to make AVC shall provide to the Employer written authorization for the AVC amount, the start date, and the concluding date (if any) of the AVC. AVC shall be set in a flat dollar amount per pay period.
- iii) The Employer agrees to deduct through the payroll and remit to the RRSP the participating employee's AVC.

It is understood and agreed that participating Employees may not make AVC if, as a result, the employee will be over-contributing pursuant to CCRA regulations regarding RRSP contribution limits. It shall be the responsibility of the participating employee to know her RRSP contribution limits.

For clarity, employees wishing to make lump sum payments to their RRSP may do so directly to the Plan Custodian subject to CCRA regulations.

f) Investment Control, Option Out, and Withdrawals:

- i) Participating employees shall retain investment control in respect of both employee and Employer contributions to the RRSP.
- ii) Participating employees who have enrolled in the RRSP may choose to opt out of the RRSP at any time.
- iii) Participating employees may make withdrawals from their RRSP subject to the Plan Custodian rules.
- iv) No Employer Liability:

The Employer's responsibility shall be limited to remitting the required and

additional voluntary contribution as set out in the Article. Further, the Employer shall be fully indemnified by the Union and CUPE, including all legal fees, for the RRSP.

**28.01(B) RRSP contributions for Employees Age 71 and over:**

In accordance with Canada Revenue Agency regulations respecting RRSP contributions from age **seventy-one (71)** onward, the following terms shall apply when an employee participating in the Group RRSP reaches age seventy-one (71):

- a) Such employee shall cease making contributions to the Group RRSP in accordance with Canada Revenue regulations.
- b) The Employer shall cease making contributions on such employee's behalf to the Group RRSP in accordance with Canada Revenue regulations.
- c) In lieu of both employee and Employer Group RRSP contributions, the employee shall receive the combined amount of such contributions as biweekly income.
- d) Biweekly income in 28.01(B) (c) shall be subject to Statutory deductions.

**28.02** Effective May 1, 2009, all employees who are eligible to receive the Long Service Cash bonus shall continue to receive the provisions of clause 27.02. The provisions of clause 27.02 shall not apply to employees who have not reached eligibility by May 1, 2009.

Each full-time employee shall be entitled to a cash bonus each year on their anniversary date subsequent to January 1, 1982 as follows:

5 years continuous service    \$300.00  
10 years continuous service    \$500.00

Part-time and casual employees shall receive long service pay on a pro rata basis.

**ARTICLE 29 – PRESENT CONDITIONS TO CONTINUE**

**29.01** All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess, shall continue insofar as they are consistent with this Collective Agreement unless modified by mutual agreement between the Employer and the Union. It is agreed that this Article shall not apply to normal adjustments that may be necessary from time to time to offset increased operating costs.

### **ARTICLE 30 – PERSONNEL FILE**

**30.01** An employee, accompanied by a Union representative if she/he so elects, may examine her/his personnel file upon five (5) calendar days' written notice. Management reserves the right to be present during the employee's review of her/his personnel file. However, in the event of a grievance, access to the employee's file will be permitted and, upon request, the employee shall be provided with an exact copy of any documents required.

### **ARTICLE 31 – SPECIAL PROVISIONS RE: CASUAL EMPLOYEES**

**31.01** The terms of this Collective Agreement shall not apply to such casual employee, except:

- a) Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period. After completing their fifth (5<sup>th</sup>) year of work with the Employer, Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- c) Casual employees shall be entitled to the shift/weekend premium(s) outlined in Article 19.
- d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 15.02 and 15.06 b).
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 18.01 and 18.02 a), b), and d).
- f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time Employees.
- 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 any payment in accordance with Article 4.
- h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.

- j) Casual employees shall accrue seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a permanent employee in accordance with Article 13, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
- k) A full-time or part-time employee who resigns and who is rehired **within twelve (12) months** as a casual employee shall be paid at the same increment step as she received in her former position.
- l) Article 9 and 10 herein apply only with respect to the terms of this Article.

#### **ARTICLE 32 – RELIEF ASSIGNMENTS AND HOURS**

32.01 The Employer agrees to make every reasonable effort to provide replacement personnel (relief assignments) from within the bargaining unit when replacing full-time or part-time employees away on vacation, on leave of absence (for any reason), or on sick leave.

- 32.02 a) Part-time employees who wish to work relief assignments shall notify the Employer of her/his relief hours availability using the Employer-provided form. The employee and the Union shall be given a copy of her/his completed relief hours availability form. Part-time employees may change her/his relief hours availability only in April and/or October of each year using the Employer-provided form. A change in relief hours availability shall take effect the first full pay period following date of receipt of the change.
- b)
  - i) Part-time employees who indicate in writing to the Employer (see clause 32.02(a)) that they wish to work relief hours shall be given preference for relief hours in descending order of seniority. If these part-time employees are not available to work the relief hours, then the Employer will offer relief hours to casual employees.
  - ii) Notwithstanding Article 32.02 (b)(i), in the event an employee is not offered relief hours in accordance with the order specified in Article 32.02 (b)(i), such employee shall be compensated by being scheduled thereafter by mutual agreement between the employee and the Employer for another alternative work opportunity of the same duration.

- c) Where an employee accepts a relief assignment under clause 32.02(b) (i) above, she/he shall be obligated to report to work for the relief hours notwithstanding she/he be given approval for leave of absence or completes an approved shift exchange.
- d) A part-time employee who fails to report to work relief hours on three (3) occasions in a calendar year shall be moved to the bottom of the call-in list for the balance of the calendar year. This shall not preclude the Employer from taking other appropriate action where an employee is found to be away without leave (AWOL).

### **ARTICLE 33 – DOMESTIC VIOLENCE LEAVE**

**33.01 An employee shall be granted Domestic Violence Leave without pay or benefits pursuant to the Domestic Violence Leave provisions of the Manitoba *Employment Standards Code*. The Employer reserves the right to request evidence supporting the employee’s request for Domestic Violence Leave.**

### **ARTICLE 34 – REASONABLE ACCOMMODATION**

**34.01 The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.**

### **ARTICLE 35 – UNDERPAYMENTS / OVERPAYMENTS**

**35.01 The Employer may not make deductions from wages unless authorized by statute, by court order, by arbitration award, by this Agreement, by the Union, or to correct an overpayment made in good faith.**

**35.02 Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment/underpayment made for a period of time that does not extend back farther than twenty-four (24) months from the date of discovery, provided:**

- a) once the error is discovered, notice and detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- b) the proposed recovery is made in as fair and reasonable a manner as possible;  
and

- c) **the proposed recovery is made over a period of time which is not less than the period during which the overpayment/underpayment was made unless otherwise agreed by the Employer and employee.**

**35.03 In the event the employee retires from or leaves the employ of the Employer before the Employer is able to fully recover an overpayment/underpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to the employee to recover the overpayment.**

### **ARTICLE 36 – WORK ASSESSMENT**

**36.01 Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.**

### **ARTICLE 37 – HARRASSMENT AND WORKPLACE VIOLENCE**

**37.01 Whereas the Employer and the Union agree that no form of harassment and/or abuse of employees will be condoned in the workplace, and whereas both parties wish to work together in recognizing and resolving such problems as they arise, the parties therefore agree as follows:**

**A. Harassment**

**The Employer agrees to maintain a policy addressing harassment in the workplace. The Workplace Health & Safety Committee may, if it deems appropriate, make recommendations to the Employer for revisions to the policy.**

**Any employee who believes she is being harassed shall report the matter to her immediate supervisor. Every reasonable effort will be made to address the situation to the mutual satisfaction of the parties.**

**B. Workplace Violence**

**The Employer agrees to maintain a policy supporting zero tolerance of staff abuse. The Workplace Health & Safety Committee may, if it deems appropriate, make recommendations to the Employer for revisions to the policy. Any employee who believes a situation may become or has become abusive shall report the matter to her immediate supervisor. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.**

## **ARTICLE 38 – PRE-RETIREMENT LEAVE**

- 38.01**
- 1. This shall apply as of May 1, 2014.**
  - 2. To be eligible for Pre-Retirement Leave, an Employee’s retirement date must fall after May 1, 2014.**
  - 3. This has no retroactive application to employees who have retired before May 1, 2014.**
  - 4. Only Regular Full-Time and Regular Part-Time Employees shall be eligible for Pre-Retirement Leave.**
    - a) Regular Full-Time Employees who:**
      - i. retire at age sixty-five (65) years; or**
      - ii. retire after age sixty-five (65) years; or**
      - iii. have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; shall be granted paid Pre-Retirement Leave on the basis of four (4) days per year of employment.**

**Subject to the above, Pre-Retirement Leave for any period of layoff with the Employer up to a maximum of one (1) year will be calculated on a pro rate basis, based on the following formula:**

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

- b) Regular Part-Time Employees who:**
  - i. retire at age sixty-five (65) years; or**
  - ii. retire after age sixty-five (65) years; or**
  - iii. have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; shall be paid Pre-Retirement Leave as specified above on a pro-rata basis.**

**Calculation will be based on the following formula:**

$$\frac{\text{Average Annual Hours Actually Worked From Last Date of Employment}}{\text{Annual Full-Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

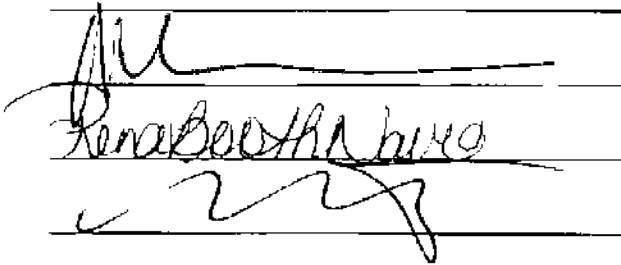
**Subject to the above, Pre-Retirement Leave for any period of layoff with the Employer up to a maximum of one (1) year will be calculated on a prorate basis, based upon the following formula:**

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-Time Hours}} \quad \times \quad \text{Entitlement of a Full-Time Employee}$$

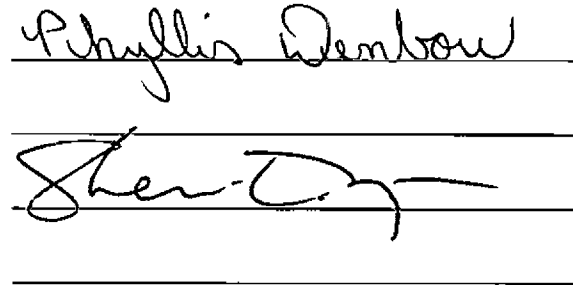
5. **Calculation of Pre-Retirement Leave entitlement shall begin from the date of the Employee's last commencing employment with the Employer and shall be based on the Employee's length of continuous employment with the Employer on the calendar day of retirement under #4 (A) or (B) as applicable.**
6. **Calculation of Pre-Retirement Leave entitlement under #4 (A) or (B) as applicable shall be based on an Employee's status on the day they advise the Employer of their retirement effective date. Full-Time or Part-Time Employee whose status changes to casual after communicating the retirement effective date shall forfeit their entitlement to Pre-Retirement Leave.**
7. **The Pre-Retirement Leave formula applicable to Part-Time Employees under #4 (B) shall be used to calculate the Pre-Retirement Leave entitlement for a Full-Time Employee whose continuous employment has also included:
  - a) **either part-time or casual employment; or**
  - b) **both part-time and casual employment.****
8. **Payment shall, at the option of the Employee, be made in a lump sum or as a continuation of salary until scheduled retirement date. If the Employee chooses a lump sum payment, the retirement date shall be her/his last day worked.**

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto set their hands and seals this 19 day of August, 2019.

ON BEHALF OF THE EMPLOYER:  
HILLCREST PLACE INC.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2526

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCAL 2526 – HILLCREST PLACE**  
**SCHEDULE “A”**

		Expired May 1 2015	May 1 2016	May 1 2017	May 1 2018	May 1 2019	May 1 2020	May 1 2021
Dietary, Laundry, Housekeeping Aide	Start	12.855	12.855	13.769	14.044	14.325	14.683	15.065
	3 months	13.499	13.499	<i>Note 1</i>	---	---	---	---
	1 year	14.218	14.218	14.360	14.575	14.867	15.164	15.467
	2 years	15.307	15.307	15.460	15.692	15.849	16.007	16.247
	3 years	16.896	16.896	17.065	17.321	17.494	17.669	17.845
Recreation Aide	Start	13.098	13.098	14.013	14.294	14.580	14.944	15.333
	3 months	13.739	13.739	<i>Note 1</i>	---	---	---	---
	1 year	14.551	14.551	14.696	14.917	15.215	15.519	15.830
	2 years	15.651	15.651	15.808	16.045	16.205	16.367	16.613
	3 years	17.268	17.268	17.441	17.702	17.880	18.058	18.239
Health Care Aide I (no certificate)	Start	13.739	13.739	14.013	14.294	14.580	14.944	15.333
	3 months	---	---	---	---	---	---	---
	1 year	14.551	14.551	14.696	14.917	15.215	15.519	15.830
	2 years	15.651	15.651	15.808	16.045	16.205	16.367	16.613
	3 years	17.268	17.268	17.441	17.702	17.880	18.058	18.239
Recreation Facilitator	Start	14.361	14.361	15.530	15.841	16.158	16.562	16.992
	3 months	15.226	15.226	<i>Note 1</i>	---	---	---	---
	1 year	16.113	16.113	16.274	16.518	16.849	17.185	17.529
	2 years	17.370	17.370	17.544	17.807	17.985	18.165	18.438
	3 years	19.081	19.081	19.271	19.560	19.756	19.954	20.153
Health Care Aide II	Start	15.226	15.226	15.530	15.841	16.158	16.562	16.992
	3 months	---	---	---	---	---	---	---
	1 year	16.113	16.113	16.274	16.518	16.849	17.185	17.529
	2 years	17.370	17.370	17.544	17.807	17.985	18.165	18.438
	3 years	19.081	19.081	19.271	19.560	19.756	19.954	20.153
Assistant Cook	Start	16.004	16.004	16.639	16.971	17.311	17.744	18.205
	3 months	16.312	16.312	<i>Note 1</i>	---	---	---	---
	1 year	16.631	16.631	16.798	17.050	17.391	17.738	18.093
	2 years	16.992	16.992	17.162	17.419	17.593	17.769	18.036
	3 years	18.015	18.015	18.196	18.469	18.653	18.840	19.028
Head Cook	Start	17.927	17.927	18.579	18.951	19.330	19.813	20.328
	3 months	18.215	18.215	<i>Note 1</i>	---	---	---	---
	1 year	18.792	18.792	18.980	19.265	19.650	20.043	20.444
	2 years	19.113	19.113	19.304	19.594	19.790	19.987	20.287
	3 years	19.450	19.450	19.645	19.939	20.139	20.340	20.543

**Note 1: For the positions Dietary, Laundry & Housekeeping Aide, Assistant Cook, Head Cook, Recreation Aide, Recreation Facilitator – the previous three (3) month wage rates will become the new start rates effective May 1, 2017. These new start rates will have the start rate percentage increases from the chart from the Memorandum of Agreement starting on May 1, 2018 and going forward.**

SM:pnf  
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Jun 11 2019