

# **Collective Agreement**

- between -

**CUPE** / *Canadian Union  
of Public Employees*

**Local 3085**

- and -

**Riverdale Place Homes Inc.**

Term of Agreement:

**June 23, 2021 to June 22, 2025**

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THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**Canadian Union of Public Employees, and its Local 3085**

(hereinafter referred to as “the Union”),

Party of the first part,

- and -

**Riverdale Place Homes Inc.**

(hereinafter referred to as the “the Employer”),

Party of the second part.

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid; to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all employees covered by the terms of this Agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the residents of Riverdale Place Homes;

NOW THEREFORE, the parties hereby agree to the following terms and conditions:

**ARTICLE 1 – DEFINITIONS**

- 1.01 An “employee” is a person employed by the Employer and is covered by this Agreement.
- 1.02 The “Employer” is recognized as Riverdale Place Homes Inc.
- 1.03 A “full-time employee” is one who regularly works at least sixty (60) hours biweekly.
- 1.04 A “part-time employee” is one who **regularly** works fewer than full-time hours but has permanent hours biweekly.
- 1.05 A “casual employee” is one who does not have permanent hours biweekly. Special conditions for casual employees are as follows:
  - (a) shall receive vacation pay pursuant to the *Employment Standards Code* of Manitoba;

- (b) shall be paid at the start wage;
  - (c) shall be paid one and-one half times (1½ x) the regular rate **for hours worked** on **general** holidays;
  - (d) shall be paid one and-one half times (1½ x) the regular rate for authorized overtime;
  - (e) Union dues are only deducted from worked hours, based on current percentage principle;
  - (f) will have access to grievance and arbitration process, except as to the termination of their employment; and,
  - (g) will accumulate seniority hours, while working casual hours, including overnights.
- 1.06 “Term employee” shall be employed for a specific time period or until completion of a particular project.
- 1.07 The “Union” refers to the Canadian Union of Public Employees, and its Local 3085.
- 1.08 A “probationary employee” is a newly-hired full-time or part-time employee who has not completed five hundred (500) hours of service from the date of hiring. This period may be extended if the Employer so requests and the Union agrees, such consent not to be unreasonably withheld. A probationary employee shall have no right to challenge their dismissal during or at the conclusion of the probationary period.
- 1.09 “Regular” hours are the permanent or temporary hours assigned to a **permanent full-time or part-time** employee, via the posting/application process and do not include hours assigned on a pick-up basis.
- 1.10 Gender neutral pronouns will be used throughout this agreement. Where it makes sense in the context, the plural form will be taken to mean the singular, and the singular to mean the plural.

## **ARTICLE 2 – SCOPE OF RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement as listed in Schedule “A” and covered under Certificate MLB #5136 and Amended Certificate MLB #5359, dated November 7, 1997.

### ARTICLE 3 – DURATION

- 3.01 The parties agree to a four (4) year agreement for the Collective Agreement from the expiry of the previous agreement. This Agreement shall remain in full force and effect from June 23, 2021 to June 22, 2025.
- 3.02 If the parties are unable to complete the negotiation process prior to the expiry date, this Agreement will stay active until an agreement is reached or until a date on which the Union takes strike action or the Employer initiates a lockout. Strike/lockout will not occur during the term of this Agreement.
- 3.03 The Employer and the Union agree to provide written notification of their strike/lockout intentions no later than two (2) weeks prior to any action taken.
- 3.04 In the event of a strike or lockout, essential services will be maintained to all **individuals** under the care of Riverdale Place Homes Inc.
- 3.05 **Negotiation of** proposed changes to the Agreement can take place any time upon mutual agreement between the Union representative, Executive Director and Board of Directors.

### ARTICLE 4 – MANAGEMENT RIGHTS

It is recognized that it is the exclusive right of the Employer:

- 4.01 (a) to maintain order, discipline and efficiency;
- (b) to hire, classify, promote, demote, layoff and recall employees and also to discipline and discharge any employee for just cause, provided that a claim by an employee that they have been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided (other than probationary employees), and provided that the notice shall be in writing, including the reasons for it and be given to the employee concerned.
- 4.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner that is consistent with the Agreement as a whole.
- 4.03 It is the exclusive function of the Employer to manage the Agency and without restricting the generality of the foregoing, the right to plan, direct the work force, determine the number of personnel required from time to time, services to be performed and the methods, procedures and equipment in connection therewith, the schedule of work, the right to assign jobs, increase or decrease the work force, determine the job content and classification and to determine the number of

employees in a classification, to set the quantity and quality of work to be performed, designate the place of work and curtailment or cessation of operation.

#### **ARTICLE 5 – UNION DUES**

- 5.01        **The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this agreement.**
- 5.02        Union dues shall be submitted to the National Office by the 15<sup>th</sup> of the following month with a list of all workers within the bargaining unit.
- 5.03        The Employer agrees to include the amount of Union dues paid by each employee on the income tax T-4 slips.
- 5.04        **The Union shall hold the Employer harmless with respect to all dues deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.**

#### **ARTICLE 6 – UNION REPRESENTATION**

- 6.01        The Union agrees to provide the Employer with a current list of authorized representatives.
- 6.02        The Employer has the right to choose who will participate in negotiations or in administration of the Collective Agreement on behalf of the Employer. The Union has the right to choose up to three (3) employees from the bargaining unit who will participate in negotiations or in grievances on behalf of the employees.
- 6.03        Where possible, employees participating in negotiating this Agreement will not suffer any loss of hours/pay. The Employer agrees to take all reasonable steps to adjust scheduled hours of those employees to accommodate negotiation dates.
- 6.04        It is the responsibility of the local Union Representative to provide ready access to this agreement to all employees and ensure their familiarity with it.

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

Co-workers must treat residents, fellow employees and management with respect. Employees shall not discuss co-workers' personal matters with other staff. Staff are required to keep matters confidential that are related to the organization. Staff should never discuss **personal** matters related to a **particular individual being supported while** in the presence of **other individuals**

**being supported** or visitors. Gossip and negativity towards other staff or the organization will not be tolerated and an employee found guilty of this offence may be disciplined.

7.01 The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- gender identity
- physical or mental disability
- place of residence
- source of income
- social disadvantage
- membership or non-membership or activity in the union
- criminal record **which does not relate to the job or the Employer.**

7.02 No Abuse, Harassment or Bullying

The Employer and the Union agree that no form of abuse, harassment or bullying against employees or employer will be condoned in the workplace. Both parties recognize the right of all employees and management to work in an environment free of abuse, harassment or bullying and will work together to recognize and resolve such problems as they arise.

To assist in minimizing both the frequency and impact of abuse, harassment or bullying directed toward employees, the Employer shall ensure that policies are in place which address:

- (a) the prevention of abuse, harassment or bullying;
- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- (c) prompt, thorough follow-up to ensure that the needs of the abused employee are met; and
- (d) the incident, where reported, is investigated and plans developed to lessen the likelihood of further behaviour.

### 7.03 Personal Harassment Defined

Personal harassment is defined as repeated unconstructive and offensive comments or actions which offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

### 7.04 Sexual Harassment Defined

Sexual harassment shall be defined as sexually oriented behaviour that undermines an employee's health or job performance or endangers the employee's status or potential. Examples may include:

- (a) demands placed on an employee outside of their existing job description that are perceived to be based on reinforcing existing sex role stereotypes;
- (b) impediment by obstruction of physical or professional progress;
- (c) intimidation by following, gesturing obscenely, heckling, or insulting, making rude noises, exposure of genitals/breasts;
- (d) coercion by threatening withdrawal of professional support or cooperation, or termination of professional relationship unless the person agrees to sexual activity or by requesting or suggesting sexual activity as payment for past or future professional assistance or consideration;
- (e) annoyance by repeated and persistent irritating, sexually suggestive acts or comments.

### 7.05 Processing a Complaint/Report of Abuse or Harassment

The Employer must, as soon as is reasonably practicable, initiate an investigation upon receiving a report or being informed of an incident of abuse or harassment. The investigation must be completed within fifteen (15) working days. The initial investigation will include an assessment of the safety and health of the employees' involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.

All complaints, inquiries, investigation and information relating to an allegation of harassment will be treated with the utmost confidence.

A Union representative must be present at any meeting where the Employer is taking disciplinary action against the harasser and that Representative is responsible to report to the complainant of the course of action taken by the Employer.

Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 A grievance shall be defined as any dispute arising out of the interpretation, application or alleged violation of this Agreement.
- 8.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by means other than those described in the following procedures without prejudice to their respective positions.
- 8.03 Step 1
- Any grievance may be raised by an employee with their (excluded) supervisor **in writing** at the first stage within seven (7) calendar days of the action complained of. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) calendar days of return **or fourteen (14) calendar days from the occurrence of the event giving rise to the grievance, whichever is the earlier.**
- 8.04 Step 2
- If the grievance is not resolved within forty-five (45) calendar days after being discussed with the supervisor, the Union may submit the grievance to the Executive Director or designate. The Executive Director or designate shall hold a grievance hearing with the employee and Union representation. The Executive Director shall render a decision, in writing, within seven (7) calendar days after the grievance hearing. If the grievance is not so submitted prior to the expiry of the said forty-five (45) calendar days, it shall conclusively be deemed to have been abandoned.
- 8.05 An employee claiming to have been discharged or suspended without just cause may submit the grievance **in writing** directly to the Executive Director or designate.

- 8.06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance in writing directly to the Executive Director or designate.
- 8.07 An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.

### **ARTICLE 9 – ARBITRATION PROCEDURE**

- 9.01 Within twenty (20) working days after receiving the reply of the Executive Director and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no action is taken by either party within the said twenty (20) calendar day period, the grievance will be conclusively deemed to have been abandoned.
- 9.02 Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:
- (a) Kristin J. Gibson
  - (b) Keith D. LaBossiere
  - (c) **Karine Pelletier**
- 9.03 Assigning sole arbitrators **outside of the normal rotation** will **only be done with mutual agreement of** the Employer and the Union representative.
- 9.04 The assigned arbitrators' decision is final and binding. Either party may apply within five (5) working days to have the arbitration reconvened in order to clarify the decision.
- 9.05 Each party is responsible for one-half (½) of the costs of the arbitrator and their own legal costs including the costs of witnesses they may call.
- 9.06 Any employee who feels that they have been unjustly dismissed from employment shall have only the remedies set out in this Agreement and shall not sue the Employer in the ordinary courts.

### **ARTICLE 10 – SENIORITY**

- 10.01 Seniority is subject to the following conditions:
- Vacancies and transfers shall be awarded to the most senior qualified applicant **who is compatible with the individual(s) being supported. Compatibility will**

**be assessed by the Employer within ten (10) shifts of the employee working in the position prior to the employee being declared the successful applicant. It is understood that the employee may request rationale of incompatibility in writing and that the grievance procedure is available upon disagreement of such assessment.**

10.02 Seniority will continue to accrue when an employee:

- (a) is on any period of Workers' Compensation leave (up to twenty-four [24] months);
- (b) is on paid leave according to sick bank hours;
- (c) is on maternity, parental, or adoptive leave pursuant to the *Employment Standards Code*;
- (d) is on paid vacation;
- (e) is on Union leave;
- (f) is on any period of long-term disability (up to twenty-four [24] months);
- (g) is on any paid bereavement leave;
- (h) is on any compassionate care leave pursuant to Article 15.06.

10.03 Seniority and employment will terminate if an employee:

- (a) fails to report to work as arranged after an authorized leave of absence without prior explanation;
- (b) resigns;
- (c) is discharged for just cause;
- (d) is laid off for more than twelve (12) months;
- (e) is promoted or transferred out of the bargaining unit;
- (f) being a casual, fails to work a minimum of eighty (80) hours in a six (6) month period.
- (g) **is on any period of Workers' Compensation leave (longer than twenty-four [24] months);**

- (h) is on any period of long-term disability (longer than twenty-four [24] months);
- (i) is absent from work for two or more consecutive working days without a written leave of absence, unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered a satisfactory reason; or
- (j) fails to communicate with the Employer or report to work as required in Article 19 (Layoff and Recall).

#### 10.04 Seniority List

The Employer shall maintain a seniority list showing the current classification and seniority of each employee. An up-to-date seniority list shall be sent to the Union in January of each year and updated seniority lists shall be posted on bulletin boards quarterly.

- 10.05 “Seniority” is defined as the total accumulated hours worked **exclusive of overtime**, including **during** the probation period, and shall be bargaining unit wide.

### ARTICLE 11 – SICK LEAVE

- 11.01 (a) The employee is entitled to their regular accumulated **sick leave** when absent from scheduled work due to illness, disability or an injury for which compensation is not payable under *The Workers’ Compensation Act, Manitoba Public Insurance, or any other insurance scheme*.
- (b) The Employee who will be absent under the above conditions must give the Employer as much notice as possible prior to the beginning of their shift, but in any event, shall give at least four (4) hours advance notice of the absence, with the exception that employees working a morning shift shall not call before 6 a.m.
- (c) Should it be necessary for an employee to attend a medical, dental or chiropractic appointment outside of their community, the employee shall be allowed to use one day of accumulated **sick leave**. The Employer may request proof of attendance.
- 11.02 **Sick leave credits** will accumulate at a rate of eight (8) hours for one hundred and sixty (160) hours worked to a maximum of three hundred (300) hours. An employee receiving **sick leave** will not accumulate further **sick leave credits** until their day of return to work.

- 11.03 Disciplinary action may take place in the event that suspected abuse of **sick leave** takes place. The Union agrees that disciplinary action may take place by the Employer after a review of the case has been conducted. **At the Employer's discretion**, a doctor's certificate **may be** required after three (3) consecutive days of absence from work due to illness, in order to continue collecting **paid sick leave**.
- 11.04 Employees who are on probation accumulate **sick leave credits**, but are not eligible to utilize them until after successfully completing the probation period.
- 11.05 All paid **sick leave** will be deducted from accumulated **sick leave** credits to the nearest quarter hour.
- 11.06 The employee who has exhausted their accumulated **sick leave** and is still unable to report to work due to illness shall notify the Employer of their inability to attend work in accordance with Article 11.01 (b). Employees are encouraged to apply for EI sick leave benefits.
- 11.07 **Sick leave** will be paid only to a staff person on a regularly scheduled permanent shift. Therefore, if a replacement staff also becomes ill, they will not receive **paid sick leave** for that shift.
- 11.08 Employees who have regular scheduled shifts who call in sick when an overnight stipend would be part of their regular income shall be entitled to income protection payment equivalent to the stipend payment provided, they have accrued enough hours in their income protection hours. (Employees would be paid forty-three dollars [\$43] and have the equivalent number of hours deducted from their sick leave bank.)
- 11.09 Any medical information shared by an employee with the Employer should remain confidential, except on a "need-to-know" basis.
- 11.10 An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid family leave each year, but only to the extent that the leave is necessary:
- (a) for the health of the employee; or
  - (b) for the employee to meet their family responsibilities in relation to a:
    - (i) spouse, common-law partner;
    - (ii) child, parent, sibling, stepsibling, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;

- (iii) the spouse or common-law partner of a person set out in (ii);
- (iv) the persons set out in (ii) and (iii) as they relate to the employee's spouse or common-law partner;
- (v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship; or
- (vi) other circumstances appropriate for this leave in the opinion of the employer.

An employee wishing to take family leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave, except where (a) the leave is taken pursuant to subparagraph 11.10(a); and (b) is not being funded pursuant to 11.11.

- 11.11 An employee taking family/personal health leave under 11.10 who has accrued sick leave credits, may use such sick leave credits to fund all or part of the family leave.

## **ARTICLE 12 – VACANCIES, PROMOTIONS AND TRANSFERS**

- 12.01 All vacant positions, which fall under this Agreement, will be posted at all employee locations where possible for seven (7) calendar days, stating qualifications, anticipated hours of work and shift within two (2) months of the Employer learning of the upcoming vacancy. Employees not receiving a posting at their workplace will be otherwise informed.
- 12.02 All promotions and voluntary transfers are subject to a trial period of five hundred (500) hundred hours of service from the date of promotion **or** voluntary transfer. If the employee, at the end of the trial period, does not want to remain in that position, they will submit a written request to the Employer stating why the present position is not suitable. The Employer will take every reasonable step to transfer the employee to another position if one is available. The Employer also has the right during the trial period to remove an employee from a particular position if unsuited. An employee removed due to unsuitability may bump back into the position from which they transferred.
- 12.03 **The trial period may be extended by mutual agreement of the Employer and the employee.**
- 12.04 Employees of Riverdale Place Homes Inc. will be considered for transfer or promotion before outside applicants are hired.

- 12.05 Employees are required to improve their performance by participating in available training programs. Where the employee takes a program at the order or request of the Employer, the Employer will pay the tuition.
- 12.06 **If operational needs demand, employees may be assigned to work their scheduled shift at a different residence.**

### ARTICLE 13 – ANNUAL VACATIONS

13.01 The vacation year will be based on Agency's fiscal year (April 1 to March 31).

13.02 During their first three (3) years of employment, all full-time and part-time employees will earn vacation time/pay at a rate of four percent (4%) of hours worked during the previous fiscal year **excluding overtime hours**. Vacation pay will be paid at the employee's current rate of pay.

After three (3) years of continuous service, all full-time and part-time employees will earn vacation time/pay at a rate of six percent (6%) of hours worked during the previous fiscal year, **excluding overtime hours**. Vacation pay will be paid at the employee's current rate of pay.

After eight (8) years of continuous service, all full-time and part-time employees will earn vacation time/pay at a rate of eight percent (8%) of hours worked during the previous fiscal year, **excluding overtime hours**. Vacation pay will be paid at the employee's current rate of pay.

In their 20<sup>th</sup> year of employment, and every fifth (5<sup>th</sup>) year of employment thereafter, employees shall have the option to receive one (1) bonus week of vacation or one (1) week's pay as a bonus, in recognition of the employees' long service. The bonus shall be calculated as one week's pay at the employee's then-current hourly rate and based on the employee's then-current regular hours of work. If eligible employees elect to take the bonus week of vacation, the vacation shall be scheduled in accordance with Article 13.03. If eligible employees elect to take the bonus payment, they shall notify the Employer of same no later than May 31<sup>st</sup> of the year for which they are eligible for the bonus.

13.03 Vacation Requests

- (a) Employees are to request vacation times on a standard vacation request form supplied by the Employer and the Employer will notify the employee whether the vacation request has been granted.
- (b) The Employer will schedule vacations according to operational needs and requests submitted on the vacation request form, with consideration given to seniority in the event of a conflict.

- (c) Employee vacation requests must be submitted in writing on or before May 31 of each year.
- (d) Employees who fail to submit their choices in writing, may request vacation later and will be granted time off when in the opinion of the Employer, operational needs are met, on a first requested, first approved basis.
- (e) Requests for vacation being submitted to the Employer after May 31<sup>st</sup> must be received by the Employer at least six (6) weeks prior to the requested vacation start date. Requests less than six (6) weeks may be granted at the discretion of the Employer.

#### **ARTICLE 14 – GENERAL HOLIDAYS**

14.01 The following are recognized as general holidays:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Louis Riel Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Terry Fox Day  |                  |

14.02 An employee required to work on a **general** holiday will be paid one and one-half times (1½ x) their basic rate of pay.

14.03 An employee required to work on a **general** holiday will be granted an alternate day off with basic pay at the mutual convenience of the Employer and employee. If an agreement cannot be reached, the employee will be granted an additional day's pay at the basic rate.

14.04 If a **general** holiday falls during the employee's vacation or on a regular day off, they will be granted a mutually acceptable alternate day off with basic pay.

14.05 **In order to qualify for a holiday or for holiday pay, the employee must have:**

- (a) **worked their last scheduled work day before and first scheduled work day after the holiday, unless ill or on an excused absence due to accident or other reason; and**
- (b) **reported to work on the holiday if called to work by the Employer except where the employee is ill, dismissed or laid off.**

- 14.06 If a general holiday falls on a day on which an employee is receiving **paid sick leave**, they will be paid for the holiday and such pay will not be deducted from **their sick leave accrual**. However, when an employee has already received an alternate day off with basic pay for the **general** holiday, they will be paid from **their sick leave** for that day the basic rate of pay. When all **accrued sick leave** has been exhausted and the employee is still unable to return to work, the employee may receive holiday pay only if the requirements in Article 14.05 are met.

### **ARTICLE 15 – LEAVE OF ABSENCE**

- 15.01 (a) Written request for a leave of absence to the Employer from the employee, must clearly state the reason and expected time off requested. Granting of such requests is considered on an individual basis and at the discretion of the Employer. The employee will give at least four (4) weeks' notice when possible.
- (b) A full-time or part-time employee who has worked continuously for five (5) years is entitled to a leave of absence of up to one year, for whatever reason and for whatever purpose desired at the discretion of the Board of Directors. During this leave the employee's seniority will remain frozen. After such a leave has been taken, the same employee will once more be entitled to this benefit at the discretion of the Board of Directors after additional ten (10) years worked.
- 15.02 Granting of Maternity, Parental and Adoptive Leave will be in accordance with *The Employment Standards Code* of Manitoba.
- 15.03 Paid time off may be granted to attend citizenship court proceedings **for the employee** to become a Canadian citizen.
- 15.04 An employee may be entitled to a leave of absence without pay to attend examinations to upgrade their employment when operational requirements permit.
- 15.05 Returning Early From a Leave of Absence
- (a) An employee who wishes to return early from a personal leave of absence as per Article 15.01 may do so on a casual basis but will not be entitled to resume their regular shifts until after the original leave of absence has expired.
- (b) An employee who wishes to return early from parental leave may do so by giving two (2) weeks' notice and shall be returned to their former position.

15.06 Compassionate Care Leave

**Compassionate Care Leave will be granted in accordance with *The Employment Standards Code*.**

15.07 Interpersonal Violence Leave

**Interpersonal Violence Leave will be granted in accordance with *The Employment Standards Code*.**

**ARTICLE 16 – BEREAVEMENT LEAVE**

16.01 (a) An employee will be granted up to five (5) regular scheduled consecutive working days without loss of pay or benefits, in the case of the death of a parent, or step-parent, child or step-child, sibling or step-sibling, spouse (including common-law spouse) or grandchild. A three (3) day leave will be granted for the death of a mother/father-in-law or grandparent, great-grandparent, or great-grandchild. A one (1) day leave will also be granted to attend a funeral as a pallbearer if the pallbearer is not otherwise qualified for this leave as a family member. These benefits may be increased at the discretion of the Employer and shall not be unreasonably denied.

(b) **An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid bereavement leave in accordance with *The Employment Standards Code* in situations where a leave under (a) is not available.**

16.02 An employee shall be granted one (1) regularly scheduled working day without loss of pay or benefits in the case of the death of a brother-in-law, sister-in-law, common-law's grandparent, niece or nephew, aunt, or uncle.

**ARTICLE 17 – HOURS OF WORK**

17.01 Regular hours of work shall mean up to nine (9) hours per day and up to eighty (80) hours biweekly.

17.02 Employees are required to be with **the individuals being supported** during meal and rest periods, which shall be paid.

17.03 Changes to the daily or biweekly hours of work may be in place only upon the mutual agreement of the Employer and the employee or due to **the changing needs or personnel changes of an individual being supported**.

- 17.04 Shift schedules will be posted in an appropriate space no later than two (2) weeks in advance. Changes to the schedule will only be made upon the mutual agreement of the employee and the Employer. Alterations to the work schedule will only be completed by the Employer.
- 17.05 Split shifts will only occur when mutually acceptable between the Employer and the employee, or when operational needs make it necessary.
- 17.06 An employee who reports to work without prior notice **of shift cancellation** and finds no work will be paid three (3) hours work at the basic rate of pay.
- Where a vacant shift to be filled is on a weekday (other than a holiday) and is to commence within twenty-four (24) hours, or on a weekend or holiday and is to commence within forty-eight (48) hours, the Employer will award the shift to the first employee with whom they connect and accepts the shift.
- 17.07 Vacant shifts will be offered to staff by seniority first **where overtime will not be accrued**. When full-time and part-time staff are not available **without accruing overtime**, casual staff will be offered the shifts. It is the Employer's right to take every reasonable step to contact the full-time and part-time staff who have submitted their requests for extra shifts in writing, to offer shifts first, when the schedule is being completed, prior to posting. Where possible, all shifts will be filled prior to posting a **work schedule**.
- Where a vacant shift to be filled is on a weekday (other than a holiday) and is to commence within twenty-four (24) hours, or on a weekend or holiday and is to commence within forty-eight (48) hours, the Employer will award the shift to the first employee with whom they connect and accepts the shift.
- 17.08 (a) An employee may occasionally give away shifts or exchange permanent shifts with another employee **where no overtime will accrue by virtue of the gift of or exchange in shifts**. All shift exchanges must receive prior approval by Management. An employee deemed to be using this privilege to excess may be subject to disciplinary measures.
- (b) In addition, written documentation **confirming any change in schedule effected pursuant to (a)**, signed by both employees, is required by the following pay period cutoff date. If such documentation is not received, pay for the **gifted or** exchanged shift will be delayed until the next pay period, provided necessary documentation is received by that time.
- 17.09 All non-overtime hours of work, including additional casual hours, shall be included in the determination of seniority, sick leave, and vacation.
- 17.10 Staff will be paid at their regular hourly rate of pay to attend staff meetings.

- 17.11 Overtime shall be work in excess of the daily and biweekly hours of work as specified in Article 17, such time to have been authorized by the Employer.
- 17.12 Employees shall receive one and-one half times (1½ x) their basic rate of pay for authorized overtime worked.
- 17.13 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Employees may opt to bank overtime hours for hours worked in excess of eighty (80) hours in a pay period only and **take the hours off with pay within six months of accrual or by the end of the fiscal year on March 31, whichever is sooner.**
- 17.14 An employee who is absent on paid time off during their scheduled workweek shall, for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such absence.
- 17.15 Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work and who put forward their names on an overtime list for the benefit of the Employer. No employee shall be required to work overtime against their wishes when other qualified employees within the same classifications are available and willing to perform the required work, **but if no one is willing, then an available employee may be required to work.**
- 17.16 A full-time employee who has left the premises and who is required to report back to work outside their regular working hours shall be paid a minimum of three (3) hours at **the applicable** rates. When an employee is called back within two (2) hours prior to the commencement of their next scheduled shift they will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 17.17 An employee shall not be required to **give up their regular scheduled hours to make up for** any overtime worked.
- 17.18 The Employer will endeavour to find a replacement for an employee who has worked more than two (2) hours beyond any scheduled shift.

## **ARTICLE 18 – TRANSPORTATION**

- 18.01 Employees required to use their private cars to transport **individuals being supported** to appointments/run errands, etc. will be paid per kilometre as set by the Province of Manitoba for out of town trips. All such trips must be approved in advance by the Employer. In-town trips are to be billed at a rate of three dollars (\$3) per trip. It is the employee's responsibility to submit the travel expense claim form.

18.02 All employees agreeing to transport **individuals in their own vehicle**, must have all-purpose vehicle coverage.

18.03 **Employees agreeing to transport individuals in their own vehicles must have a minimum of two million dollars in liability insurance.**

### **ARTICLE 19 – LAYOFF AND RECALL**

19.01 Layoff is defined as a reduction of hours or a complete reduction of an employee's normal hours due to lack of work.

19.02 Employees will be laid off in reverse order of seniority **providing the remaining employees have the qualifications to complete the work, and are compatible with the individuals being supported. Recalls shall occur in order of seniority, for employees with the qualification to complete the work, and who are compatible with the individuals being supported. There shall be no new hires until all laid off employees have been given the opportunity of recall unless the laid off employees are not qualified to perform the work or are not compatible with the individuals being supported.**

19.03 To be eligible for recall, the employees must file their names, current addresses, **email addresses** and telephone numbers with the Employer at the time of layoff and every two (2) months thereafter **or any time there is a change.**

19.04 An employee who is laid off must provide written notification to the Employer within seven (7) days of notice of recall by registered mail **or four (4) days of notice by email with receipt acknowledged.** The employee must be prepared to begin work at a time designated by the Employer.

19.05 The right of the employee who is laid off to be re-hired will be forfeited in the following circumstances:

- (a) if the employee did not comply with Article 19.03 and 19.04; or,
- (b) if the employee did not report to work as instructed.

### **ARTICLE 20 - DISCHARGE, SUSPENSION, DISCIPLINE, ACCESS TO PERSONNEL FILE AND RESIGNATION**

20.01 The Employer has the right to discharge any employee for just cause. Such an employee will be advised in writing, with a copy sent to the Union representative.

- 20.02 When disciplinary action occurs, the Employer will meet with the employee to discuss the issues. The Employer will give the employee advance notice when possible. It is the employee's right to arrange for Union representation if they so **choose**.
- 20.03 If the employee is dismissed, or if a written warning is to be issued, the Employer will clearly indicate the reasons for the disciplinary action. The letter will be delivered by registered mail, **email with receipt acknowledged**, or by personal service.
- 20.04 An employee who wishes to examine their personnel file may do so after submitting a written request to the Employer. A convenient time will be mutually agreed upon between the Employer and the employee.
- 20.05 Disciplinary letters, employee's response letters and any other form of documentation which may be utilized to substantiate a disciplinary action shall be placed in the personnel file. The employee may receive an exact copy of any documentation at their expense.
- 20.06 There will be only one (1) personnel file maintained for each employee.
- 20.07 The full-time or part-time employee who wishes to resign will give the Employer notice pursuant to *The Employment Standards Code*, stating the last scheduled work day.

## **ARTICLE 21 – MEETINGS**

- 21.01 Union representatives who wish to attend a Board of Directors' meeting for the purpose of communicating concerns and ideas must comply with the following:
- (a) submit a written request to the Executive Director no later than the second Tuesday of the month;
  - (b) accompanying that request, a list of issues that the **Union** representatives wish to discuss.
- 21.02 The Employer has the right to deny the **Union representatives'** attendance at any meeting and will take every reasonable step to arrange for their attendance at another time.

## ARTICLE 22 – JOB DESCRIPTION

- 22.01 It is the responsibility of the Employer to develop and maintain position descriptions. Any changes to the job description will be discussed with the affected employee(s). An up-to-date or revised job description will be made available to all employees, and to the Union.

## ARTICLE 23 – WAGES

- 23.01 New or returning employees may begin at a rate higher than the start rate, at the discretion of the Employer, should their qualifications/experience warrant.

## ARTICLE 24 – LABOUR MANAGEMENT COMMITTEE

- 24.01 Establishment of Labour-Management Committee

A Labour-Management Committee shall be established consisting of an equal number of representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both parties in the interests of maximum service to the **individuals being supported** and the maintaining of harmonious relations. The Employer shall not be responsible for paying the employee's wages during these meetings. However, meetings will be arranged for dates and times when the employee representatives can attend so as not to lose pay.

- 24.02 Leadership of Labour-Management Committee

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 24.03 Jurisdiction of Labour-Management Committee

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 25 – PAY FOR ESCORTING INDIVIDUALS ON TRIPS**

25.01 Employees who escort **individuals** on an overnight trip shall receive **four hundred and twenty-five dollars (\$425.00)** per twenty-four (24) hour period.

**ARTICLE 26 – NIGHT SHIFT PREMIUM (AWAKE SHIFT)**

26.01 An employee required to work the majority of their hours on any overnight shift shall be paid a premium of **one dollar (\$1.00) per hour**.

Night shift premium will not be payable while an employee is receiving overtime rates or when in receipt of sick leave benefits.

**ARTICLE 27 – BENEFITS**

27.01 The Employer shall maintain the following benefits for all full-time and part-time employees working at least an average of twenty (20) hours per week, after the required waiting period is completed in accordance with Plan provisions.

27.02 The **Employee** shall pay 50% of the premium, **or 100% of the Long-Term Disability premium, whichever is the greater.**

- (a) Extended Health including Vision Care
- (b) Dental Plan
- (c) Long Term Disability
- (d) Group Insurance and Accidental Death and Dismemberment
- (e) Employee Assistance Program

**ARTICLE 28 – PREMIUMS**

28.01 Premiums for Special Training

- (a) The following premiums shall be paid to employees who have obtained the applicable certificate or standing:

|                  |                                 |
|------------------|---------------------------------|
| Health Care Aide | Sixty-five cents (65¢) per hour |
| First Responder  | Sixty-five (65¢) per hour       |
| DCS Certificate  | Sixty-five (65¢) per hour       |
| DCS Diploma      | one dollar (\$1.00) per hour    |

Note: Premiums for special training are not cumulative. **Employees qualifying for more than one premium for special training will receive the one of greatest value.**

(b) The Employer may grant premiums for other certificates at **its** discretion.

28.02

Weekend Premium

The Employer shall provide a fifty cent (50¢) per hour premium when an employee is working on a weekend shift. This premium shall be payable only where the majority of hours an employee is required to work on a given shift occur between 9:00 p.m. Friday and 9:00 a.m. Monday. Weekend premium will not be payable while an employee is receiving overtime rates or when in receipt of sick leave benefits.

**ARTICLE 29 – OVERNIGHT STIPEND (SLEEP ONLY) SHIFTS**

29.01

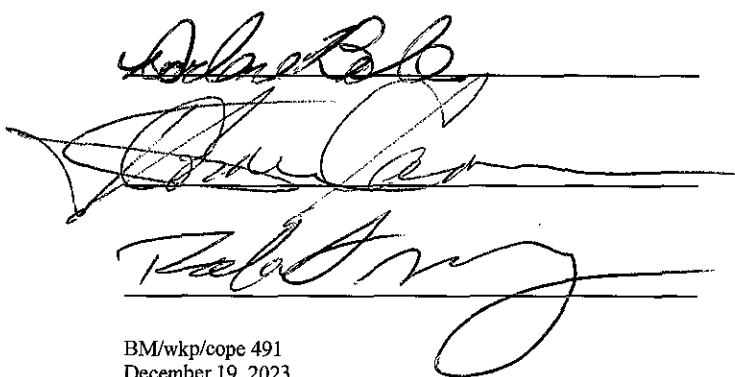
**Overnight shifts where the Employee can sleep will be paid by the hour at the current minimum wage for sleeping time, up to a maximum of eight (8) hours per night. If an employee working such a shift is required to attend to a resident's needs, the employee will be paid for the time required to attend to the needs at their regular rate of pay instead of the minimum wage and will provide a report to the Employer explaining the reason the work was required. Work performed in these circumstances will be paid to the next nearest quarter hour. This work shall not be considered "overtime" or a "call in".**

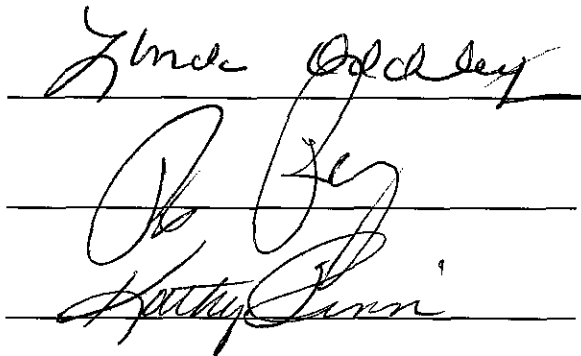
IN WITNESS WHEREOF, this Agreement has been duly executed and signed this 3<sup>rd</sup>

day of June, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

**ON BEHALF OF:  
RIVERDALE PLACE HOMES INC.**





**SCHEDULE "A"****Riverdale Place Home Inc.****WAGES**

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**Signing bonus in lieu of increase June 23, 2021 to March 31, 2023, to individuals still employed as of date of ratification:**

- **\$0.30 per hour worked from June 23, 2021 to March 31, 2023**

**New wage scale in place as of April 1, 2023, retro to individuals still employed as of date of ratification:**

| <b>Start</b> | <b>2,080<br/>hours</b> | <b>4,160<br/>hours</b> | <b>6,240<br/>hours</b> | <b>8,320<br/>hours</b> | <b>10,400<br/>hours</b> | <b>20,800<br/>hours</b> |
|--------------|------------------------|------------------------|------------------------|------------------------|-------------------------|-------------------------|
| 17.00        | 17.34                  | 17.75                  | 18.35                  | 18.85                  | 19.35                   | 20.00                   |

**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 3085**

and

**Riverdale Place Homes Inc.**

**RE: OUTSIDERS ON OUTINGS**

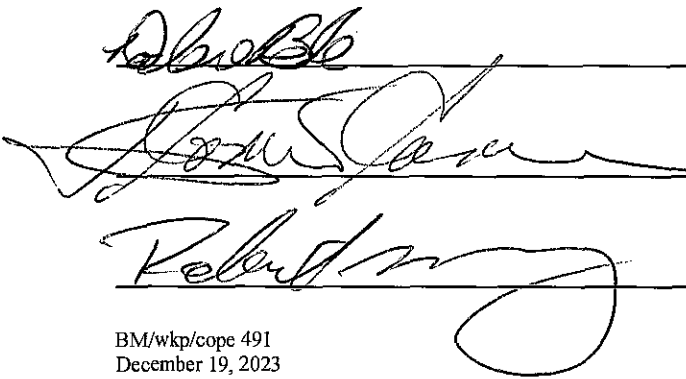
Where it is proposed that **an individual not residing at an Employer residence** participate in an activity for which an employee is responsible, the employee may raise any concerns of safety or excess responsibility with the Employer, and these will be considered. If the concerns are not met, the employee will have the right to refuse the assignment if it is reasonable in the circumstances.

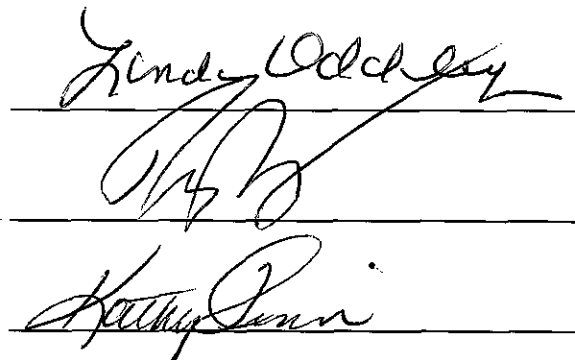
This Letter shall be attached to and form part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of June, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

**ON BEHALF OF:  
RIVERDALE PLACE HOMES INC.**





**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 3085**

and

**Riverdale Place Homes Inc.**

**RE: WORKING ALONE**

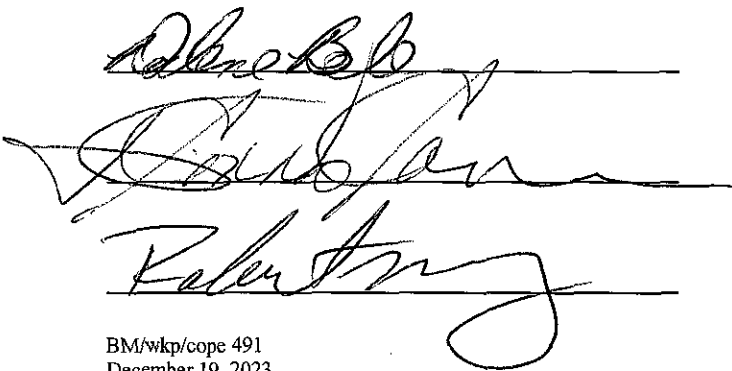
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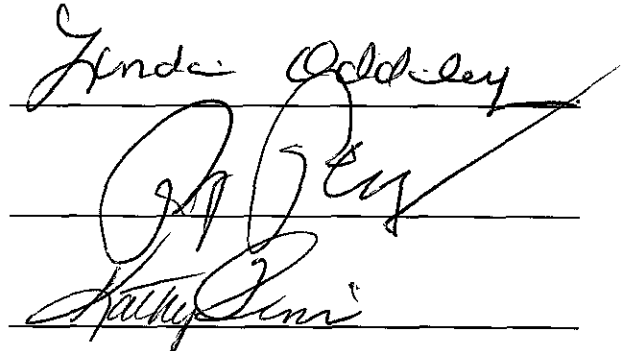
The Union and the Employer agree to meet during the life of the Agreement to discuss and resolve the problem of employees working alone on shifts.

Signed this 3<sup>rd</sup> day of June, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

**ON BEHALF OF:  
RIVERDALE PLACE HOMES INC.**





**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 3085**

and

**Riverdale Place Homes Inc.**

**RE: GOVERNMENT FUNDING**

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The parties acknowledge opportunities for additional funding for wages may come from time to time, such as the Wage Enhancement Fund, that are intended to improve employee wages and/or benefits.

As such funds become available, the parties will meet to negotiate the disbursement of same.

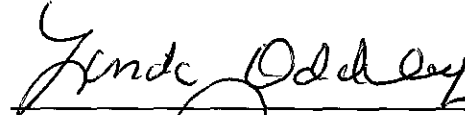
This Letter of Understanding will be attached to and form part of the Collective Agreement.

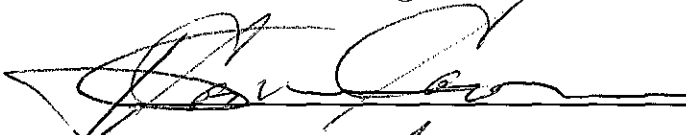
Signed this 3rd day of June, 2024.

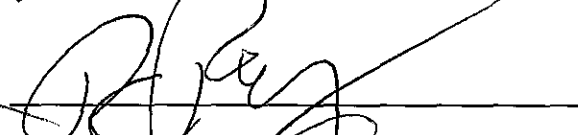
**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

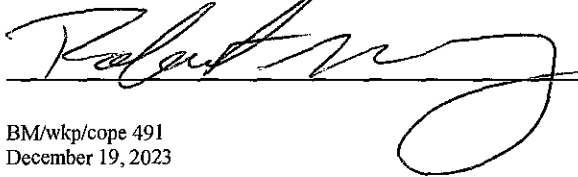
**ON BEHALF OF:  
RIVERDALE PLACE HOMES INC.**

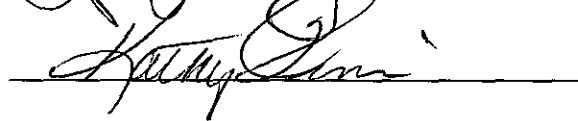
  
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**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 3085**

and

**Riverdale Place Homes Inc.**

**RE: LEAD HAND**

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Management may appoint a Lead Hand at a residence, where it deems necessary. In such circumstances, management will post the appointment opportunity in accordance with Article 12.01 of the Collective Agreement between the parties. Leadership abilities, experience in the home, demonstrated sound judgement, and seniority will all be factors in selection process. The employee serving as Lead Hand will be paid a minimum of \$2.00/hr above the Direct Service Worker rate for the employee's classification. Overtime rates shall not apply to the Lead Hand premium. The employee serving as Lead Hand will be given authority to run the home and delegate duties to other employees working in the home while working as Lead Hand but will not conduct employee evaluations and will not administer progressive discipline to employees. The Lead Hand position will be covered by the Collective Agreement between the parties.

Management may appoint an employee to the Lead Hand role on a term or indefinite basis in its sole discretion. Where an employee is appointed to the Lead Hand on an indefinite basis, or where management determines to end a term appointment early, management may terminate the appointment on two weeks' notice to the employee and union, except where the appointed employee is found to have engaged in misconduct, in which case management may terminate the appointment without notice.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of June, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3085**

**ON BEHALF OF:  
RIVERDALE PLACE HOMES INC.**

