

Collective Agreement

between

CUPE

**Canadian Union of Public Employees,
Local 3753**

and



**River East Personal Care Home Ltd.
(Health Care Aides)**

Term of Agreement:
April 1, 2021 to March 31, 2024

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This Agreement made and entered into this 26 day of September, 2025.

between:

CUPE Local 3753
(hereinafter referred to as "the Union")

and

River East Personal Care Home Ltd.
(hereinafter referred to as "the Employer")

PREAMBLE

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

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Canadian Union of Public Employees and its Local 3753 as the sole bargaining agent for employees as defined in the Manitoba Labour Board Certification No. MLB 5039 and employed in classifications outlined in Schedule "A".
- 102 Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for instruction or for resolving emergencies or where regular employees are not available.

ARTICLE 2 - DURATION

- 201 Except for specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Employer and the Union exchange notice of ratification by their principals or a memorandum of settlement achieved in collective bargaining, up to and including March 31, 2021 and from year-to-year thereafter unless notice, in writing, is given pursuant to Article 202.

- 202 Should either party desire to propose amendments to this Collective Agreement, they shall give notice in writing to the other party not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiration date of this Collective Agreement.
- 203 Where notice to amend the Collective Agreement is given in accordance with Article 202, the parties hereto agree that the Collective Agreement shall remain in full force and effect after the expiry date until:
- (a) a new Collective Agreement is reached between the Parties hereto;
 - (b) a strike is declared by the Union by giving the Employer seven (7) calendar days' notice in writing of its intention to declare a strike; or
 - (c) a lock-out is declared by the Employer by giving the Union seven (7) days' notice in writing of its intention to declare a lock-out.
- 204 If notice is not given as required in 202, the Collective Agreement shall be renewed without change for a further period of one (1) year.
- 205 This Collective Agreement may be amended during its term by mutual agreement in writing.
- 206
- (a) Retroactivity to be paid within forty-five (45) calendar days following written confirmation of the date of the parties' ratification. Retroactivity to be paid to all employees in the employ of the Employer as of date of ratification (April 11, 2024) on all hours paid.
 - (b) All other matters effective three (3) pay periods following the exchange of written notice of ratification unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 Except as otherwise specifically provided in this Agreement, the Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively by the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the bargaining unit;

- (c) determine the direction of working forces, the schedule of operations, the number of shifts, job content, quality and quantity, standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked.

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

ARTICLE 4 - UNION DUES

401 (a) The Employer shall deduct from the wages of each employee in the unit affected by the Collective Agreement, an amount equal to the current biweekly union dues as determined by the Union.

- (b) Such dues shall be forwarded to the Union within four (4) weeks of the end of the month in which the deductions were made, together with a list of the names of the employees from whom deductions have been made.

402 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made. The amount of deduction of union dues will be certified to the Employer over the signature of an authorized officer of the Union.

403 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction.

404 The Employer shall include the amount of the Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

501 The Union agrees to provide the Employer with a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.

502 The Employer shall be obliged to recognize only the Union representatives of whom it has been so notified. A Union representative must be an employee of the Employer.

- 503 The Union acknowledges that Union representatives have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of his/her immediate supervisor. Such permission will not be unreasonably withheld. No employee who is a Union representative shall lose any wages for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article 7 hereof.
- 504 The Employer agrees that the Union may use the notice board in the space provided by the Employer to post thereon notices relating to Union matters. The Union shall not post notices which are objectionable to the Employer.
- 505 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where he/she has received the permission of the Administrator or his/her delegated representative. Such permission will not be unreasonably withheld.
- 506 The Union agrees that no employee or Union official will solicit membership in the Union or engage in any Union business or activity on Employer time during his/her working hours or during the working hours of any employee.
- 507 All correspondence arising out of this Agreement shall pass to and from the Administrator or designate and the Secretary of the Local Union or delegate.
- 508 The President, or designate of the Local Union, shall be granted up to fifteen (15) minutes at a time designated by the Employer in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 509 When meeting with the Employer to conduct negotiations for the renewal of the Collective Agreement, three (3) employees will be entitled to a leave of absence without loss of regular pay or benefits to attend as representative of the Union. Such employees shall be entitled to a leave of absence without loss of regular pay or benefits.
- The Employer will continue to pay the employees subject to total recovery of wages, benefits and other related costs for one (1) of the employees.
- 510 The Employer agrees to provide the names, addresses and phone numbers of the employees to the Union every six (6) months.

ARTICLE 6 - DEFINITIONS

601 The word “employee” shall mean a person covered by this Agreement.

602 The words “full-time employee” shall mean a person covered by this Agreement who, on a regular and recurring basis, works the full-prescribed biweekly hours specified in Article 10, exclusive of overtime.

603 The words “part-time employee” shall mean a person who, on a regular and recurring basis, works less than the full prescribed biweekly hours specified in Article 10, exclusive of overtime.

604 Term Employee:

The words “term employee” shall mean a person who is employed for a specific time period or until completion of a particular project to a maximum of eight (8) months. No employee shall be laid off and rehired for the purpose of extending the period of temporary employment.

The duration of a temporary position may be extended by mutual agreement of the parties in writing.

605 “Biweekly period” shall mean two (2) weeks constituting a pay period.

606 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

607 The words “basic hourly rate of pay” shall mean the hourly rate of pay applicable to the employee as set out in Schedule “A”.

ARTICLE 6A – PROBATIONARY PERIOD

6A.01 (a) Probationary period for full-time employees will be for a period of three (3) months from the date of hire.

(b) Probationary period for part-time employees will be for a period of four (4) months from date of hire.

(c) During this period, the Employer may, in its sole and exclusive discretion, dismiss, suspend, discipline or demote and such action shall be deemed to be for just cause and therefore shall not be subject to a grievance and/or arbitration.

(d) The Employer may, within reason, extend the probationary period of a full-time or part-time employees up to an additional three (3) calendar months providing that the Employer gives written

notification to the Union specifying the reason(s) for the extension.

- 6A.02 A full time and part time employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 6A.03 Employees shall not be eligible to apply for transfer during their probationary period.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 701 For the purpose of this Agreement, a grievance shall hereafter mean any dispute regarding the interpretation, application or alleged violation of this Agreement.
- 702 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until the controversy may have been settled between the representatives of the Employer and the Union.
- 703 Discussion Stage
- Within twenty (20) days of the occurrence of the dispute, the employee shall attempt to resolve the dispute with his/her immediate supervisor who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such discussion must be initiated within ten (10) days of the employee becoming aware of the situation giving rise to the dispute.
- 704 Step One
- If the dispute is not resolved within five (5) days from the time of the discussion with the supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) days, submit the grievance in writing to the Administrator or his delegated representative.
- 705 Step Two
- Failing a satisfactory settlement being reached in Step One, either party may refer the matter to arbitration within fifteen (15) days of the Administrator's decision by giving notice to the other party in writing.
- 706 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Administrator or designate at Step One (1) within ten (10) days of the discharge or suspension.

- 707 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Administrator or designate at Step One (1).
- 708 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure.
- 709 The word "days" as used in Article 7 and 8 shall mean consecutive calendar days, other than Saturdays and Sundays or a General Holiday specified in Article 13.
- 710 The foregoing time limits may be extended by written mutual consent of the grievor(s) or Union and the Employer.

ARTICLE 8 - ARBITRATION PROCEDURE

- 801 Arbitrations shall be heard by a single Arbitrator unless it is agreed to use a three-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 of a three-person Board of Arbitration. The use of a three-person Board of Arbitration will be subject to mutual agreement of the parties.
- 802 If the parties agree to a three-person Board of Arbitration, each party shall notify the other of its nominee to an Arbitration Board (hereafter called the "Board") within ten (10) days of that agreement. Within ten (10) days following their nomination, the nominees to the Board shall select a mutually acceptable appointee as chairperson.
- 803 If either party fails to name its nominee to the Board, or if the nominees cannot agree on a chairperson, the Minister of Labour shall be requested to make the necessary appointment(s).
- 804 It is mutually agreed by both parties to this Agreement that the majority decision of the Board shall be final and binding upon the Employer, the Union and the grievor(s).
- 805 The arbitrator or the Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to alter, enlarge, modify or amend the provisions of the Agreement nor deal with any matter not covered by this Agreement.

- 806 Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except that the cost of the chairperson of the Board shall be shared equally by the Employer and the Union.
- 807 Nothing in this Agreement shall preclude settlement of any grievance by mutual agreement of the parties to this Agreement in any manner whatsoever or voluntary extension of stipulated time limits.
- 808 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of this Agreement to impose or require the parties to accept a suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 9 - CONTINUANCE OF OPERATIONS

- 901 It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 7 hereof.
- 902 It is further agreed that the Union shall not cause, sanction or consent to any strikes, stoppages of work or slowdowns.
- 903 The Employer shall not lockout any of its employees while this Agreement is in force.

ARTICLE 10 - HOURS OF WORK

- 1001 Regular hours of work for all full-time employees will be seven and three-quarters (7.75) hours a day which shall constitute a workday, including rest periods.
- (a) seven and three-quarters (7.75) consecutive hours per day excluding meal periods and
 - (b) an average of seventy-seven and a half (77.5) hours per biweekly period.

- 1002 Regular hours of work shall be deemed to:
- (a) include a rest period of fifteen (15) minutes away from the workstation, to be scheduled by the Employer, during each continuous three (3) hour period of duty, and
 - (b) exclude a meal period of thirty (30) minutes, to be scheduled by the Employer, during each regular work day.
- 1003 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at her regular rate of pay.
- 1004 The shift commencing at or about midnight shall be the first shift of each working day.
- 1005 Shift schedules for a period of not less than four (4) weeks shall be posted at least two (2) calendar weeks before the beginning of the scheduled period. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.
- 1006 Any proposed exchange of shifts between employees shall be submitted in writing at least eight (8) hours prior to the proposed exchange to:
- (a) the DOC; or
 - (b) the ADOC; or
 - (c) the designate of the DOC.
- The proposal must be approved prior to the shift exchange. Such requests shall not result in any additional costs to the Employer.
- Shift exchanges are restricted to two (2) per posted shift schedule. A shift already exchanged cannot be exchanged a second time.
- 1007 As far as possible, days off shall be planned in such a way as to equally distribute weekends. The Employer shall schedule a minimum of one (1) weekend off in every three (3) for all regular full-time employees; however, the Employer will endeavour to provide every second weekend off for these employees. A weekend constitutes Saturday and Sunday. The Employer agrees not to use this clause in an unfair or unreasonable manner.
- 1008 Every employee shall have a minimum of fifteen and one-half (15½) hours between shifts, unless otherwise agreed to between the employee and the Employer in writing.

- 1009 During the changeover from Daylight Savings Time to Central Standard Time, or vice versa, an employee shall be paid at her straight time hourly rate of pay for actual hours worked.
- 1010 There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- 1011 Days off will be consecutive wherever possible.
- 1012 No employee shall work more than seven (7) consecutive days (less if reasonably possible), except by mutual agreement between the Union and the Employer subject to the approval of the Director, Employment Standards Branch.
- 1013 Employees on unpaid meal breaks who are leaving the facility shall notify their neighbourhood nurse prior to leaving the building and upon return.

ARTICLE 11 - OVERTIME

- 1101 Overtime shall be authorized by the Employer and worked in excess of Regular daily or biweekly hours established in accordance with Article 10.
- 1102 Employees shall be paid overtime at the rate of **two times (2x)** their basic hourly rate of pay.
- 1103 Employees who work approved overtime may, by mutual agreement, take time off in lieu of overtime pay. This option must be agreeable to the DOC/ADOC or designate the employee and must be decided upon at the time the overtime is worked, whenever possible.
- 1104 An employee required to work more than three (3) hours overtime immediately following a regular shift shall be provided with a meal.
- 1105 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

ARTICLE 12 - ANNUAL VACATION

- 1201 The vacation year shall be from the first day of April in one year to the thirty-first day of March in the next year.
- 1202 (a) Employees who have completed less than twelve (12) months of service on or before March 31st for the current year shall be granted .833 days per month of service to a maximum of two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of regular earnings during the vacation year.

- (b) Employees with one (1) year of service on or before March 31st of the current year shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of regular earnings for the vacation year.
- (c) Employees with five (5) years of service on or before March 31st of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of regular earnings for the vacation year.
- (d) Employees with ten (10) years of service on or before March 31st of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of regular earnings for the vacation year.
- (e) Employees with eighteen (18) years of service or more on or before March 31st of the current year shall receive six (6) weeks vacation. Vacation pay for such employees will be twelve percent (12%) of regular earnings for the vacation year.

For the purposes of the above provisions:

“Two (2) weeks vacation” shall mean a period of fourteen (14) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Three (3) weeks vacation” shall mean a period of twenty-one (21) consecutive days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Four (4) weeks vacation” shall mean a period of twenty-eight (28) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled days off according to their equivalent full time (e.f.t.).

“Five (5) weeks vacation” shall mean a period of thirty-five consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

“Six (6) weeks vacation” shall mean a period of forty-two (42) consecutive calendar days during which the employee would be otherwise scheduled to work their regularly scheduled hours and be scheduled days off according to their equivalent full time (e.f.t.).

- 1203 Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year. One (1) year of service is equivalent to two thousand and fifteen (2,015) hours paid.
- 1204 The Employer will post a projected vacation entitlement list not later than January 31st prior to the vacation cutoff date as per 1201. Employees shall indicate their preferences as to dates March 15th. An employee who fails to indicate his/her choice of vacation by March 15th shall not have preference in the choice of vacation time, where other employees have indicated a preference. All remaining vacation must be requested at least five (5) weeks in advance of the posted shift schedule. All remaining vacation not requested by December 31st of the vacation year will be assigned by the nursing clerk.
- 1205 The Employer will post an approved vacation schedule by April 15th. The Employer will give due consideration to employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 1206 (a) An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- (b) Upon request, an employee may be permitted to retain up to five (5) days of their vacation for the purpose of taking time off for personal reasons such as religious observance or special occasion.
- 1207 Vacation scheduling will be approved by the DOC/ADOC or designate giving due consideration to the effective operation of the facility.
- 1208 Vacation time will not normally be scheduled in the period between December 15th and January 5th, however this does not preclude an application for leave during this period.
- 1209 In the case of conflict in the choice of vacation dates, the employee with the most seniority in a classification shall be given first preference.
- 1210 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1211 (a) In the event that an employee is hospitalized as an in-patient during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the in-patient hospitalization period and the displaced vacation shall be rescheduled. Proof of such in-patient hospitalization shall be provided if requested.

- (b) Where an employee is subpoenaed for jury duty during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.

- 1212 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer and provided the employee has earned sufficient vacation for the time off in question.
- 1213 For the purposes of Article 12, regular earnings during the vacation year includes all hours paid by the Employer unless specified elsewhere in the collective agreement.
- 1214 An employee who suffers a bereavement loss during his/her vacation period and is entitled to bereavement leave under Article 15 shall have his/her vacation extended by the length of the bereavement leave entitlement.

ARTICLE 13 - GENERAL HOLIDAYS

- 1301 River East Personal Care Home recognizes the following general holidays:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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

- 1302 **General Holiday Pay - Full-time Employees**

All full-time employees will receive either the designated general holiday scheduled off with pay or, if scheduled to work on the general holiday, will receive one and one-half (1.50) times their regular wages for all hours worked on the general holiday and have another day scheduled off, with pay, in lieu of the general holiday, within thirty (30) days immediately prior to or after the holiday at a time mutually agreed to. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days after the holiday, an additional day's pay at the basic rate shall be granted in lieu. If mutually agreed to by the Employer and employee, in lieu day may be taken at another time.

- 1303 If a general holiday falls within the annual vacation of a full-time employee, and the employee would have been entitled to the general holiday had she not been on vacation, then the employee shall receive a day off with pay at a time mutually agreed to, equal to her average daily wage, or receive a day's pay if mutually agreed to.
- 1304 Employees on any unpaid leave of absence, Workers' Compensation, Manitoba Public Insurance or any other insurance related compensation payments will not be eligible to receive general holiday pay.
- 1305 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.
- 1306 (a) A request for a stat day off in lieu must be submitted in writing at least fourteen (14) calendar days prior to the date requested. If it is impossible to schedule as per above by the end of the fiscal year, the employee shall be paid for the general holiday(s) at her regular hourly rate of pay.
- (b) The Employer shall approve or deny general holiday requests within seven (7) calendar days of the request by an employee.
- 1307 Full-time employees shall be allowed to bank up to four (4) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee must request his/ her alternative day off by January 1st. If compensating time off is not scheduled by March 31st of any year, the employee shall receive her regular rate of pay for all days banked.
- 1308 As much as reasonably possible, Christmas Eve, Boxing Day shall be assigned with Christmas Day; New Year's Eve, New Year's Day and January 2nd shall be assigned with New Years Day unless otherwise mutually agreed.
- 1309 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day. Normally scheduled shift patterns may not apply during the holiday season to allow for scheduling during this period. **However, part-time EFTs will be maintained.**
- 1310 All employees are required to be available to work on either Christmas Day or New Year's Day each year as determined by the Employer. This will alternate in the following year unless mutually agreed to between the parties,

i.e. work Christmas this year, will work New Year's next year unless otherwise mutually agreed.

ARTICLE 14 - INCOME PROTECTION IN CASE OF ILLNESS

- 1401 An employee shall be entitled to payment of his/her regular salary during absence from work due to illness or injury sustained by him/ her for which compensation is not payable by Workers Compensation Board (WCB) or by Manitoba Public Insurance (MPI), to the extent that he/she has accumulated income protection credits, as specified in Article 14.
- 1402 An employee who is unable to attend scheduled work due to illness must give the following period of notice to his/her immediate Supervisor or designate prior to the starting time of his/her shift:
- Day Shift: Must phone at least one and a half (1½) hours prior.
- Evening Shift: Must phone at least **three (3)** hours prior.
- Night Shift: Must phone at least four (4) hours prior.
- 1403 An employee returning to work following an absence of one (1) week or more shall inform the Employer at least forty-eight (48) hours prior to her return to work.
- 1404 The Employer reserves the right to require a medical examination by a qualified medical practitioner, chiropractor or a medical certificate or report on the form prescribed by the Employer as proof of the validity of any claim for income protection and may result in a refusal of permission for the employee to resume his/her duties.
- 1405 Except for the health-related portion of a maternity leave, Income protection benefits are not payable while an employee is on maternity leave. Income protection benefits are not payable while an employee is on paternal leave.
- 1406 If an employee is prevented from performing his/her regular work with the Employer on account of an occupational accident associated with his/her employment and this accident is recognized by the *Workers' Compensation Act* as compensable within the meaning of the *Act*. The employee will receive ninety percent (90%) of their net income from Workers' Compensation.
- 1407 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.

- 1408 Upon written request, the Employer shall provide the employee, in writing, with the amount of her accrued income protection.
- 1409 Employees shall accumulate income protection at the rate of one and one-quarter (1¼) days for each one hundred and sixty-eight (168) hours worked.
- 1410 (a) Employees shall make every effort to schedule medical, dental and/or chiropractic examinations, treatments and/or appointments outside of their scheduled working hours. However, in the case where this is not possible, an employee shall be allowed time off with pay to attend medical, dental and/or chiropractic examinations, treatments, and/or appointments to the extent that she has accumulated sufficient income protection credits with the provision that:
- (i) If the employee chooses a doctor, dentist or chiropractor outside of her community, the employee will be granted four (4) hours time off with pay, to be deducted from the employee's income protection credits. Any time necessary over four (4) hours will be granted without pay.
 - (ii) In each case an employee may be required to bring a note from the doctor/doctor's office indicating the date and time of the examination, treatment or appointment.
 - (iii) An employee who is required by the Employer to have a physical examination as specified in Article 1410 or functional capacity evaluation, shall do so at the Employer's expense and while the employee is regularly scheduled to work.
- (b) An employee who will be absent under the conditions outlined in Article 1410 must give a reasonable period of notice to her department prior to the starting time of her shift. Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be at least seventy-two (72) hours. An employee undergoing elective surgery must give fourteen (14) days' notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.
- 1411 In the case of a family illness, including a spouse, child or parent, the employee may access up to ten (10) days of accumulated sick time in order to attend to the ailing relative. Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days banked in excess of twelve (12) days thereafter.

1412

Workers' Compensation Board and MPI

Where an employee has applied for WCB benefits or MPI benefits and where a loss of normal salary would result while awaiting a decision from either WCB or MPI, the employee may elect to submit an application to the Facility requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension plan contributions and EI contributions.
- (b) The advance(s) will cover the period of time from the date of injury until the date the final WCB or MPI decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Facility by assigning sufficient WCB or MPI payments to be to be paid directly to the Facility to offset the total amount of the advance.
- (d) In the event that the WCB or MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Facility shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Facility will provide a statement to the employee indicating the amount of the advance payment(s) made and repayment(s) received by the Facility.

ARTICLE 15 - LEAVES OF ABSENCE

1501

Except as otherwise expressly provided herein, leaves of absence with or without pay will be granted at the sole discretion of the Employer. **Such leave shall not be unreasonably denied.**

1502

- (a) Except in emergency circumstances, all requests for leave of absence must be made in writing to the DOC/ADOC or designate at least one (1) month prior to the effective date of the request, specifying the reason for the leave and the proposed dates of departure and return.
- (b) The Employer shall approve or deny requests for leaves of absence within seven (7) calendar days of the request by an employee.

1503 Unless otherwise agreed by mutual consent, an employee who is granted leave of absence in excess of four (4) calendar weeks, he/ she will be employed upon his/her return in his/her former classification at the same salary level.

1504 If greater than the following conditions employees will be granted maternity and parental leave in accordance with the *Employment Standards Act*.

(a) Maternity Leave

- (i) An employee shall be granted up to seventeen (17) weeks of maternity leave without pay.
- (ii) A written request for maternity leave of absence must be submitted in writing at least eight (8) weeks before the day such leave is to commence.
- (iii) Prior to returning to work early, the employee must give the Employer at least two (2) weeks' advance notice of the date when she is ready to resume work, and the Employer will try to put her on the next duty roster at her former classification.
- (iv) The employee must have completed six (6) months of continuous employment in the Personal Care Home prior to the intended date of the leave unless otherwise agreed by the Employer.

(b) Parental/Adoption Leave

An employee qualifies for up to sixty-three (63) weeks' unpaid leave if:

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

In the event of conflict with the *Employment Standards Code* and Regulations thereunder and this section, the *Employment Standards Code* and Regulations thereunder shall prevail.

1505 Failure to return to duty as scheduled following a leave of absence may be deemed to constitute a voluntary resignation unless satisfactory reason, in the judgement of the Employer, is given.

1506 An employee required to serve as a juror or witness arising out of their employment duties in any court of law shall receive leave of absence at her regular rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

1507 Union Leave

- (a) Employees elected or appointed to do Union work over and above that work specified in Article 5 shall be granted reasonable leave of absence without pay. The Union agrees to give at least two (2) weeks' notice, more if reasonably possible, except in cases of emergency.
- (b) Such requests shall not be unreasonably denied. The Employer will continue to pay the employees subject to total recovery of wages, benefits and other related costs. The Employer will be reimbursed all said costs by the Union.

1508 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.

1509 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office.

1510 An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year during the term of the position. Said renewal request for Union leave will not be unjustly withheld.

1511 Bereavement Leave

- (a) Upon request, a leave of absence for four (4) days, between the day of death, up to and including one (1) day after the funeral, without loss of pay and benefits will be given in the event of the death of a parent, wife, husband, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancée, stepchild, stepbrother, stepsister, stepfather, and stepmother, or any dependent residing in the employee's household. Bereavement leave must be taken in consecutive days except that the day of the funeral may be taken separate and apart from the other three consecutive days.

- (b) One (1) day leave without loss of pay and benefits will be granted in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, brother-in-law, grandparent-in-law and any other relative residing in the same household.
- (c) One (1) day without loss of pay and benefits will be granted to an employee to attend a funeral as a pallbearer or mourner.
- (d) When a funeral is outside the City of Winnipeg the following will apply:
 - (i) Within one hundred and fifty (150) kilometers from the City of Winnipeg, one (1) additional day will be granted for traveling time, without pay.
 - (ii) Over and above one hundred and fifty (150+) kilometers from the City of Winnipeg, three (3) additional days will be granted for traveling time, without pay.
- (e) Notwithstanding the provisions of Article 1511(a) and (d), where special circumstances exist, an employee may request that bereavement leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more shifts off with pay than she would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.
- (e) Additional unpaid days leave may be requested. Such requests may or may not be granted at the discretion of the Employer.

1512

Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

(d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:

(i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

1. the day the certificate is issued; or
2. if the leave was begun before the certificate was issued, the day the leave began

and

(ii) The family member requires the care or support of one (1) or more family members.

(e) The employee must give the Employer a copy of the physician's certificate as soon as possible.

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

(i) a spouse or common-law partner of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabitating with him or her in a conjugal relationship of some permanence;

(ii) a child of the employee or a spouse or common-law partner of the parent;

(iii) a parent of the employee or a spouse or common-law partner of the parent;

(iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.

(f) Unless the employee and the Employer otherwise mutually agree, an employee may end her or his compassionate care leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice of her or his expected return. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternative staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 1511.
- (i) In the event of conflict with the *Employment Standards Code* and Regulations there under and this section, the *Employment Standards Code* and Regulations there under shall prevail.

1513 Citizenship Leave

A one (1) day paid leave of absence will be given to employees who will be attending their own or their immediate family members' citizenship ceremony.

ARTICLE 16 - TERMINATION OF EMPLOYMENT

- 1601 An employee may terminate his employment by giving to his/her Employer a written notice of intention to terminate employment of four (4) calendar weeks prior to the date of termination, exclusive of any vacation due. In any case, the Employee may terminate his/her employment by giving his/her Employer written notice of intention to terminate employment of two (2) calendar weeks prior to the date of termination, exclusive of any vacation due. Notwithstanding the above, the employee and the Employer can mutually agree on notice periods other than those noted above.
- 1602 Employment may be terminated with lesser notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for just cause.

ARTICLE 17 - SALARIES AND INCREMENTS

- 1701 The wages payable to any employee in his/her respective classification shall be those set forth in the Schedule "A" hereto appended.
- 1702 Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,015 hours of

service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,030 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of 6,045 hours *of service, or 54 months, whichever occurs first.

- 1703 All payment of wages will be by direct deposit into an account of a major banking institution of the employee's choice. A statement of earnings will be available to each employee on payday.

ARTICLE 18 – POSTING, VACANCIES AND TRANSFERS

- 1801 The Employer agrees to post notices of vacant or new positions covered by this Agreement for at least ten (10) full calendar days to enable employees to make written application for the new position or vacancy **and first consideration for such position will be given to internal applicants who apply within the internal posting time period.** This Article shall not preclude the Employer from advertising outside the premises **during** the ten (10) days of posting. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of posting. The Employer shall provide a copy of all job postings to the Union on the date of posting.
- 1802 **An Employee must serve at least six (6) months in a position before the Employer must consider them for further internal transfers except for when such transfer will result in an increased EFT.**
- 1803
- (a) All promotions and voluntary transfers to a different classification are subject to a thirty (30) calendar day trial period in the case of a full-time or a part-time position.
 - (b) Conditional upon satisfactory performance, he/she shall be declared permanent in the new classification or shift time after the trial period.
 - (c) During the trial period, if the applicant proves to be unsatisfactory in the new classification, or if he/she wishes to revert voluntarily to his/her former position, he/she shall be returned to his/her former classification or shift time without loss of seniority.
- 1804
- (a) Part-time employees who indicate to the Employer that they wish to work additional hours, either by submitting an availability sheet for scheduled hours, by phone call or by signing in the binder provided, to the nursing clerk or charge nurse for shift pickup or sick call or replacement, shall be offered such work when available providing they are able to perform the required duties. A telephone call to such employees shall be divided equitably on a rotating basis amongst

those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur overtime costs to the Employer.

- (b) Should the part-time employee as described in (a) above refuse to accept offered additional shifts without providing revised availability or notice of a shift switch on three (3) occasions in a calendar year, and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
 - (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
 - (ii) Additional casual hours worked by a part-time employee, shall be included in the determination of seniority.
 - (iii) Additional casual hours worked by a part-time employee, shall be included when determining and employee's earned vacation, accumulated income protection credits, pension and general holiday pay in accordance with Articles 1303 and 2707.
 - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional casual shifts.
 - (v) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1804, she shall be entitled to income protection and bereavement leave.

1805

- (a) When the Employer determines that a temporary vacancy exists of longer than twelve (12) weeks' duration; the vacancy shall be posted and filled in accordance with Article 18. Additional postings shall not be required for the position of the employee who is awarded the temporary vacancy. Upon completion of the temporary vacancy, the employee shall be returned to his/her former position. In the event that the employee's former position is no longer current, the employee shall have the right to exercise her rights pursuant to Article 20.
- (b) In the event that a temporary vacancy is created by another employee's absence and such employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). Such employee returning from a leave will provide the Employer with as much notice as possible of his/her date of return. Then, the Employer shall provide the employee in the temporary vacancy with notice of such

other employee's return. Nothing herein shall prevent the Employer from temporarily filling any temporary vacancy for a period of up to twelve (12) weeks duration as the Employer may deem appropriate.

- (c) An employee in a temporary vacancy may be required to complete the term before being considered for other temporary vacancies, unless they are applying for a higher EFT or permanent position.
- (d) Where the Employer determines that employees are to be replaced during periods of less than twelve (12) weeks, Article 2711 shall apply, whenever possible unless Employees are applying for a higher EFT or permanent position.
- (e) The duration of a temporary position may be extended by mutual agreement of the parties in writing.

1806 In the case of leaves of absence greater than twenty-four (24) months, an employee may be placed in any position covered by this Agreement and shall be reinstated at their previous salary. An employee not placed in their former position will be given consideration over other HCAs for the first vacancy made available.

ARTICLE 19 - EMPLOYEE EVALUATION, DISCIPLINE AND DISMISSAL

- 1901 Upon request, every employee shall receive a copy of each written evaluation of his/her work performance. She shall retain the right to have the assistance of the Union representative in any dispute relative to work performance, including the grievance and arbitration procedures of this Agreement. The employee will sign the written evaluation as an acknowledgement that she has reviewed the evaluation.
- 1902 If the Employer takes action resulting in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons by registered mail, courier service requiring signature or personal service.
- 1903
 - (a) An employee can request a shop steward to be present at any meeting with the Employer.
 - (b) All employees shall be informed of their right to have Union representation when a member of the bargaining unit:
 - (i) is given a reprimand which is to be entered on the employee's personnel file;
 - (ii) is suspended or discharged;

Absence of a Union representative shall not invalidate the discipline.

- (c) Where practicable, the Union shall be afforded a reasonable time frame to meet with the employee beforehand.
- (d) A copy of the discipline shall be provided at the meeting to the Union representative and a copy of all disciplines shall be forwarded to the Local president immediately following any disciplinary meeting.

1904 An employee may be discharged or suspended for just cause only upon the authority of the Administrator or designate. No termination or suspension will be carried out without the approval of the Administrator. Such employee shall be advised promptly in writing of the reason for his/her dismissal or suspension with a copy being sent to the Union Representative.

1905 The Employer agrees to delete any notice of discipline from an employee's personnel file after eighteen (18) months have elapsed from the date of the incidence provided no similar incident has occurred during the period except for discipline involving incidents of **substantiated** abuse, inappropriate conduct involving a resident or harassment which will **not** be deleted.

1906 **Substantiated incidents of abuse or neglect, or inappropriate conduct involving a resident shall constitute just cause for discipline up to and including termination. This provision does not constitute a waiver of the Union's right to file a grievance alleging that the misconduct described in this provision did not in fact occur; nor does it wave the Employer's obligation, if a grievance is filed, to prove that the misconduct in fact occurred on a balance of probabilities.**

ARTICLE 20 - LAYOFF AND RECALL

2001 When a reduction in employees becomes necessary, employees will be laid off in reverse order of seniority subject only to the more senior employees being qualified, competent and willing to perform the required work.

2002 (a) Notice of intention of layoff and/or reduction of hours, or equivalent pay thereof shall be given by personal service or by registered mail to the employee(s) concerned and a copy of the notice forwarded to the Union.

Notice shall be as follows:

- (i) layoffs of six (6) weeks or less - two (2) weeks' notice;
- (ii) layoffs of longer than six (6) weeks - four (4) weeks' notice.

- (b) If the Employer has additional advance notice of such layoff, the Employer will provide additional notice of the layoff to the Union.

- 2003 An employee who is on layoff shall not be entitled to notice of layoff when he/she comes back to work on an incidental basis.
- 2004 No layoff of full-time or part-time employees shall occur when casual employees are being employed, unless no full-time or part-time employees on staff are qualified, competent and willing to fill the positions in question.
- 2005 Additional available shifts shall be offered in order of seniority to an employee on recall before part-time and casual employees, provided he/she is qualified, competent and willing to perform the required work, the available shifts accepted by the employee on layoff may equal but not exceed the employee's regular EFT commitment.
- 2006 No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 2007 Employees shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for seven (7) calendar days' notice to report back to work.
- 2008 The employees affected will contact the immediate Supervisor outside the bargaining group by telephone followed by written notice not later than three (3) calendar days before the date on which they are due to return to work. Failure to notify as above without a valid reason shall have his/her employment terminated.
- 2009 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise his/her seniority rights, to displace a less senior employee. Any employee thus displaced shall also be entitled to exercise his/her seniority rights. Employees cannot bump to a higher EFT, and can bump only equal to or lower EFT than the position that they are currently in.
- 2010 Accumulated vacation entitlement shall be paid out at the time of layoff.

ARTICLE 21 - SENIORITY

- 2101 Seniority shall be defined as the length of an employee's accumulated hours of service calculated from the date the employee last entered the service of the Employer. In the event of a promotion, demotion, transfer, layoff, reduction in hours, and recall, seniority shall be the determining factor.

- 2102 Seniority and employment will terminate if an employee:
- (a) resigns;
 - (b) is discharged and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off for more than twenty-four (24) consecutive months;
 - (d) fails to report for duty when instructed to do so;
 - (e) fails to report to work as scheduled at the end of a leave of absence, vacation, suspension or layoff without an explanation satisfactory to the Employer.
- 2103 Seniority will continue to accrue if an employee:
- (a) is on any period of paid hours;
 - (b) is on any period of unpaid leave of absence up to a maximum of four (4) consecutive weeks;
 - (c) is on any period of WCB, Employment Insurance Sick Benefits, LTD or MPI up to a maximum of twenty-four (24) months;
 - (d) is on approved maternity or parental/adoption or compassionate care leave. Such accumulation will be based on regular scheduled hours at the time the leave commences;
 - (e) is on any period of union leave.
- 2104 Seniority will be retained but will not accrue if an employee:
- (a) is on any unpaid leave of absence longer than four (4) weeks in length;
 - (b) is absent for more than two (2) years in receipt of Workers' Compensation, Employment Insurance Sick Benefits, LTD or MPI but no Employer paid income protection;
 - (c) is laid off for less than twenty-four (24) months.
- 2105 The Employer shall furnish to the Union by the first Monday in April of each year a seniority list showing the name, date of hire and accumulated seniority hours to-date of all employees coming under the terms of the Agreement.

ARTICLE 22 - MAILING ADDRESSES

2201 Whenever written correspondence is exchanged between the parties to this Agreement, the following addresses will be deemed correct:

Employer: River East Personal Care Home
1375 Molson Street
Winnipeg, Manitoba
R2K 4K8
Phone: 204-668-7460

Union: Canadian Union of Public Employees
703 - 275 Broadway
Winnipeg, Manitoba
R3C 4M6
Phone: 204-942-0343

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

ARTICLE 23 - PERSONNEL FILE

- 2301 (a) Upon written request, an employee shall be given the opportunity to examine any document which is placed in his/ her personnel file, including but not limited to those documents which may be utilized to substantiate a disciplinary action against him/her, an reply to any such document shall also be placed in his/her personnel file. Upon written request, the employee shall also receive an exact copy of any document forming part of his/her file at his/her own expense.
- (b) An employee accompanied by a Union representative if he/ she so elects, may examine his/her personnel file on request. He/she shall have recourse to the grievance procedure to dispute any derogatory entry in his/her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- (c) There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 24 - SUBCONTRACTING OUT

2401 The Employer agrees not to contract out bargaining unit work performed by members of this bargaining unit where such contracting out results directly in the layoff from any employee of the bargaining unit.

ARTICLE 25 - TERM POSITIONS

- 2501 (a) All employees shall be allowed to apply for term positions, if the candidate meets the position requirements.
- (b) Term positions will be posted and filled in accordance with Article 18.
- 2502 A term position shall not exceed a period of eight (8) months unless agreed to by both parties to the Collective Agreement. This does not include parental leave.

ARTICLE 26 – LABOUR MANAGEMENT COMMITTEES

- 2601 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the facility.
- 2602 The committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed six (6) members. The Local Union committee may at any time have a representative from the Canadian Union of Public Employees. The Employer may at any time have a fourth (4th) representative present.
- 2603 The committee shall meet at least two (2) times per year and as required upon five (5) working days' written notice being given by either party.
- 2604 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- The Committee shall ensure that the most current terms of reference are posted on the CUPE bulletin board.
- 2605 Labour Management Committee
- (a) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (b) Labour Management minutes shall be provided by the presiding chairperson to the other party within thirty (30) days of the meeting date.

2606 Prior to the beginning of the vacation year, no later than January 15th, the Labour Management Committee shall meet with the employer for the purpose of reviewing vacation coverage. This review will include discussion on the number of employees that can be on vacation at any given time.

ARTICLE 27 - PART-TIME EMPLOYEES

2701 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time employees.

2702 Part-time employees shall accumulate income protection credits on a pro rata basis in accordance with this formula.

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

2703 (a) Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

(b) Part-time employees having accumulated an entitlement to income protection credits may claim payment against accumulated credits only with respect to her permanent or temporary EFT excluding call-in shifts (unless call in shifts were scheduled at least five (5) days prior to the date for which the employee calls in sick).

2704 Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year, one year of service is equivalent two thousand and fifteen (2,015) hours paid.

2705 For the purposes of Article 12, regular earnings during the vacation year includes all hours paid to the employee unless specified elsewhere in the Collective Agreement.

2706 An employee shall be entitled to take vacation in any combination of days. Part-time employees shall, upon request, receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

2707 (a) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on recognized holidays. Such holiday pay shall be calculated on all regular hours paid and shall be included in each regular pay.

- (b) When these employees are scheduled to work on a general holiday they will receive one and one-half (1½ x) times their basic pay for all hours worked on the general holiday.

2708 Overtime shall be authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 10.

2709 Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,015 hours of service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,030 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of 6,045 hours *of service, or 54 months, whichever occurs first.

- 2710**
- (a) Upon request, a leave of absence for four (4) days, between the day of death, up to and including one (1) day after the funeral, without loss of pay and benefits will be given in the event of the death of a parent, wife, husband, same sex-partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancée, stepchild, stepbrother, stepsister, stepfather and stepmother.
- (b) One (1) day leave without loss of pay and benefits will be granted in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, brother-in-law, grandparent-in-law and any other relative residing in the same household.
- (c) Necessary time off of one (1) day without loss of pay and benefits will be granted to an employee to attend a funeral as a pallbearer or mourner.
- (d) When a funeral is outside the City of Winnipeg the following will apply:
- (i) Within one hundred and fifty (150) kilometres from the City of Winnipeg one (1) additional day will be granted for travelling time without pay.
- (ii) Over and above one hundred and fifty (150+) kilometres from the City of Winnipeg three (3) additional days will be granted for travelling time without pay.
- (e) Notwithstanding the provisions of Article 2710 (a) and (d), where special circumstances exist, an employee may request that bereavement leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances,

however, shall an employee be eligible for more shifts off with pay than she would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.

- 2711 (a) (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional casual hours worked by a part-time employee, shall be included in the determination of seniority.
- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, pension and general holiday pay in accordance with Article 2707.
- (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional casual shifts.
- (v) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1804 she shall be entitled to income protection and bereavement leave.

ARTICLE 28 - CHANGES IN CLASSIFICATIONS

2801 If there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days commence negotiations for the appropriate salary range. Any dispute as to whether a revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The application of the use of this clause shall not be deemed to constitute the re-opening of this Agreement.

2802 The Employer agrees to maintain existing job descriptions for all positions and classifications within the bargaining unit and to forward copies to the Union upon request.

ARTICLE 29 - UNIFORM / CLOTHING ALLOWANCE

- 2901 (a) Every employee shall receive **twelve cents (12¢)** per hour for all hours paid for the purchase and maintenance of said uniform/clothing.
- (b) Uniform/clothing allowance to be paid out to employees once a year as a separate deposit.

- (c) Such amount shall be paid out in a single lump sum payment on the pay day immediately preceding March 31st of each year to employees in the employ of the Employer on March 31st.

ARTICLE 30 - VIOLENCE IN THE WORKPLACE

- 3001 The Employer and the Union agrees that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.
- 3002 The parties hereby agree as follows:
 - (a) The Employer has responsibility to provide a safe workplace and take both remedial and preventative action in violence against employees.
 - (b) All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee. The Employer agrees that the Health and Safety Committee shall concern itself with all matters related to violence against staff.
 - (c) Procedures for dealing with incidents of violence will be developed specifically:
 - (i) responsibility of the Employer and employee;
 - (ii) who will inform the Employer;
 - (iii) who will call the police;
 - (iv) who will look after the medical needs of the employee;
 - (v) what reports will be made and by whom.
 - (d) Counselling and support will be available to help victims to recover from such incidents in cases where preventative measures have failed to prevent violent incidents.
 - (e) Education will be provided to the employees so they are aware of their responsibility to intervene when residents are aggressive. An Emergency Response plan to deal with aggressive residents will be developed using an in-facility team or by contacting the police.
 - (f) Employees coming in contact with potentially abusive/aggressive behaviour will be trained in security or self-protection.

ARTICLE 31 - ERRORS ON PAY

3101 In the event of an error on an employee's pay of seven and three-quarter (7.75) hours or greater, the correction will be made within forty-eight (48) hours, if reasonably possible after the underpayment comes to the Employer's attention. If under seven and three-quarter (7.75) hours, the error will be corrected on the next pay. If an employee is overpaid, River East Personal Care Home will collect the overpayment after it has made reasonable efforts to arrange a repayment schedule with the employee. In the event that the employee will not arrange a repayment schedule with the Employer, River East Personal Care Home will collect the overpayment using a minimum biweekly repayment schedule of twenty-five dollars (\$25.00) and a maximum of forty dollars (\$40.00) biweekly.

ARTICLE 32 - CASUAL EMPLOYEES

3201 The words "casual employee", shall mean a person who is called occasionally to replace an absent employee. The word "absent" shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc. and shall not include an employee's normal rest days. Casual employees are employed at the discretion of the Employer and may be terminated for unsuitability without notice. The terms of this Agreement do not apply to the casual employees, except as specified hereinafter:

- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of hours worked in a biweekly pay period. After completing their fifth (5th) year of work with the Employer, Casual Employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.
- (b) Casual employees are paid a salary that is not less than the start rate for the classification in which they are employed.
- (c) Casual employees will be entitled to compensation for overtime worked at the rate of one and one-half (1½) times their basic rate of pay for all hours worked in excess of seven and three-quarters (7.75) hours in a day.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked.
- (e) The Employer agrees to deduct Union dues biweekly in an amount specified by the Union. Such dues shall be forwarded to the Union within four (4) weeks of the end of the month in which the deductions were made together with a list of the names of the employees from whom deductions have been made. In the event that no payment is

made during that pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (f) (i) Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of 2,015 hours of service or 18 months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of 4,030 hours of service, or 36 months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of 6,045 hours* of service, or 54 months, whichever occurs first.
- (ii) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 203.
- (g) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.
- (h) **Further to (f)(i) above, a casual employee who demonstrates a consistent pattern of declining shifts for which they made themselves available or who does not provide their availability in accordance with (f) (i) above shall be deemed to have voluntarily resigned their employment. The Employer shall exercise discretion and consider extenuating circumstances before applying this provision.**
- (i) Article 7 and 8 herein apply only with respect to the terms of this article.
- (j) **Any Casual employees hired after April 11, 2024 or current employees who transfer to casual status, shall indicate their availability on calendars required by the Employer at least once every roster period. Such availability must include not less than two (2) weekend shifts in every roster period and not less than an additional six (6) shifts in every roster period, for a total of eight (8) shifts of availability.** If the casual employee has not worked in any ninety (90) day period, the employee will be removed from the casual roster and have employment terminated without notice.
- (k) Casual employees shall accrue seniority based on hours worked, and shall exercise their seniority when considered for posted positions according to their casual status outlined below.

- (i) Former permanent employees who have gone to casual status without a break in service shall maintain their current increment step and their seniority to date, and shall be considered equal to permanent full and part-time employees when being considered for a posted position.
- (ii) All other casual employees shall be given consideration for posted positions after permanent full and part-time employees. Casual employees who are in a part-time or full-time term position at the time of the postings will be ranked using their casual hours' seniority.

ARTICLE 33 - SHIFT AND WEEKEND PREMIUMS

3301 Evening Premium

Any employee required to work between **1500 hours** and **2315 hours**, shall **receive** a shift premium of **two dollars (\$2.00)** per hour for **all hours worked**.

3302 Night Premium

Any employee required to work between **2300 hours** and **0715** hours, shall **receive** a shift premium of **three dollars and fifty cents (\$3.50)** per hour for **all hours worked**.

3303 Weekend Premium

Any employee required to work between **2300 hours** on Friday and **2300 hours** on Sunday shall **receive** a shift premium of **two dollars (\$2.00)** an hour for **all hours worked**.

ARTICLE 34 - PENSION PLAN

- 3401 (a) The parties agree to participate in the Healthcare Employees Pension Plan-Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

For information purposes only: Employer and Employee contribution rates respectively in effect on January 14, 2014 are:

7.9% of pensionable earnings up to YMPE (yearly maximum pensionable earnings): and

9.5% for pensionable earnings in excess of YMPE (yearly maximum pensionable earnings).

- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEPP plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

ARTICLE 35 - CANADA SAVINGS BONDS PAYROLL DEDUCTION

3501 The Employer agrees to provide payroll deductions from employees who wish to purchase Canada Savings Bonds, effective November 1, 2006.

ARTICLE 36 - DENTAL AND EXTENDED HEALTH PLAN

3601 The parties recognize a dental plan and extended health plan is provided through HEBP. Plan premiums are cost shared on a 50/50 basis.

ARTICLE 37 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

3701 The Employer agrees to provide employees with an Employee Assistance Program carried by Blue Cross.

ARTICLE 38 - WORKPLACE SAFETY AND HEALTH

3801 The Union and the Employer will participate in a Workplace Safety and Health Committee as defined in the Manitoba *Workplace Safety and Health Act*. Membership, operation and obligation of the parties are as defined in the Manitoba *Workplace Safety and Health Act*.

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

3802 One (1) bargaining unit member may sit on the Employer's existing workplace Safety and Health Committee. It is agreed that both parties will cooperate to the fullest extent in matters of safety and health. Both parties agree that the terms of reference in this regard will be the Manitoba *Safety and Health Act* Regulation. The Employer agrees to provide up to sixteen (16) hours per year time off with pay for the purposes of allowing Safety and Health Committee members to attend Manitoba Workplace Health and Safety approved seminars, courses and conferences and CUPE Health and Safety Courses.

ARTICLE 39 - NON-DISCRIMINATION

3901 The Employer and the Union jointly affirm that every employee is entitled to a respectful and safe workplace, which is free from discrimination and harassment as defined under the Manitoba *Human Rights Code*.

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

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

as provided by the Manitoba *Human Rights Code*.

3902 The Employer and the Union agree that no form of harassment as defined under the Manitoba *Human Rights Code* shall be condoned in the workplace and it is further agreed that both parties will work together in a recognizing and dealing with such problems, should they arise. Situations involving such harassment shall be treated in a confidential manner by both the Employer and the Union.

3903 There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in, or participation or non-participation in lawful activities on behalf of the Union.

3904 The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

ARTICLE 40 - REASONABLE ACCOMMODATION

4001 The Employer and the Union each agree to abide by the obligation under the Manitoba *Human Rights Code* and the *Workers' Compensation Act* to make reasonable accommodation for the special needs of an employee based on a physical or mental disability. Such reasonable accommodations may, but need not, involve the waiving of relevant provisions of the Collective Agreement.

ARTICLE 41 - COPIES OF THE COLLECTIVE AGREEMENT

4101 Upon written notification of ratification by the parties, the Union will prepare the Collective Agreement for proofing by the parties' and prepare the final document for the parties. Printing of the Collective Agreement shall be arranged between the parties. The cost of printing the Collective Agreement shall be shared equally by the Union and the Employer.

ARTICLE 42 - LONG TERM DISABILITY COVERAGE

4201 The Employer agrees to provide Long Term Disability coverage through HEBP in accordance with its terms and conditions, including established contribution rates.

ARTICLE 43 - PRE-RETIREMENT BONUS

4301 **A retirement bonus will be awarded to an employee who, at the date of retirement:**

(a) **has completed at least ten (10) years of continuous employment; and**

(b) **has reached the age of fifty-five (55).**

The amount of payment shall be calculated on the basis of four (4) days for each year of service that the employee completed following the date of ratification (April 11, 2024). The calculation shall be based on the employee's regular rate of pay at the time of retirement. The payment shall be prorated for part-time employees. (E.g., a full-time employee who retires two and one-half (2½) years following the date of

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

4302

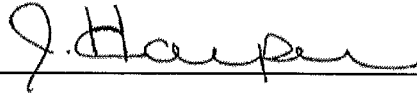
Effective January 1 of each year, the Employer will provide a Health Spending Account as follows:


- (a) Three hundred and fifty dollars (\$350) for each eligible part-time employee.
- (b) Seven hundred dollars (\$700) for each eligible full-time employee.

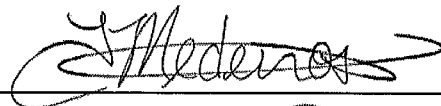
This Collective Agreement signed this 26 day of September, 2025.


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

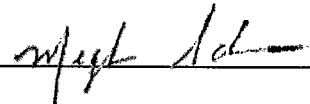
**SIGNED ON BEHALF OF:
RIVER EAST PERSONAL CARE
HOME LTD.**

















SCHEDULE "A" – WAGES**River East Personal Care Home Ltd.
Health Care Aides*****Effective April 1, 2021 - 1.2% Increase***

Classification	Start	2015 hrs or 18 mos	4030 hrs or 36 mos	6045 hrs or 54 mos	8060 hrs or 72 mos	10,075 hrs or 90 mos	12,090 hrs or 108 mos
Certified Health Care Aide	\$18.54	\$19.35	\$19.84	\$20.41			
Certified Health Care Aide - Rehabilitation							

Effective April 1, 2022 - 2% Increase

Classification	Start	2015 hrs or 18 mos	4030 hrs or 36 mos	6045 hrs or 54 mos	8060 hrs or 72 mos	10,075 hrs or 90 mos	12,090 hrs or 108 mos
Certified Health Care Aide	\$18.91	\$19.74	\$20.23	\$20.82			
Certified Health Care Aide - Rehabilitation							
Life Enrichment Coordinator							

Effective April 1, 2023 - Wage Adjustment

Classification	Start	2015 hrs or 18 mos	4030 hrs or 36 mos	6045 hrs or 54 mos	8060 hrs or 72 mos*	10,075 hrs or 90 mos	12,090 hrs or 108 mos
Certified Health Care Aide	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61		
Certified Health Care Aide - Rehabilitation							
Life Enrichment Coordinator							

Effective April 1, 2024

Classification	Start	2015 hrs or 18 mos	4030 hrs or 36 mos	6045 hrs or 54 mos	8060 hrs or 72 mos*	10,075 hrs or 90 mos*	12,090 hrs or 108 mos*
Certified Health Care Aide	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61	\$23.29	\$23.99
Certified Health Care Aide - Rehabilitation							
Life Enrichment Coordinator							