

# COLLECTIVE AGREEMENT

- between -

**CUPE** / *Canadian Union  
of Public Employees*  
**Local 5546**

- and -



**Salem Home Inc.**

**Term of Agreement:**

**April 1, 2024 – March 31, 2029**

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## **PREAMBLE:**

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 discussion and negotiation in matters pertaining to working conditions, hours of work, and scales of wages paid to encourage efficiency of operations and to promote moral, well-being, security and efficiency of all employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the **patients/residents/clients/trainees and further, the Parties to this Agreement share a fundamental commitment to provide and improve quality care and welfare for patients/residents/client/trainees.**

**We recognize that only through open communication and understanding can we create a safe workplace where every voice is heard, every perspective is respected and where we collectively strive for growth, unity and a culture of unwavering respect.**

**Both Parties want to ensure that future and current employment systems are non-discriminatory.**

## **ARTICLE 1: SCOPE AND DURATION**

- 101 In this Agreement the term "Employer" will mean Salem Home Inc.
- 102 **The "Union" will mean, CUPE, Local 5546.**
- 103 The Employer recognizes **the Union** as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as set out below:
- Trained Resident Care Attendant
  - Untrained Resident Care Attendant
  - Unit Clerk
  - Equipment Clerk
  - Integrated Housekeeping Attendant
  - **Integrated Housekeeping Lead Hand**
  - Laundry Attendant
  - Laundry Team Leader
  - Trained Therapeutic Recreation Attendant
  - Untrained Therapeutic Recreation Attendant
  - Nutrition Service Attendant
  - Cook
  - Maintenance Worker
  - **Resource Development Facilitator**
  - **Front Reception/AR**
- 104 Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained will remain in full force until a new agreement has been reached.
- 105 All retroactive wage and benefit adjustment will be made payable within forty-five (45) days of the date of signing this Agreement by both parties. Any retroactive payments are made using regularly scheduled pay periods.

106 Changes in wages and benefits will be adjusted retroactively, unless otherwise specified.

107 This Agreement will remain in force from April 1, 2024 until March 31, 2029 and will continue in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date of its expiry, either party will furnish the other with notice of termination of, or proposed revision of, this Agreement.

## **ARTICLE 2: MANAGEMENT RIGHTS**

200 The Employer retains:

- a) The right to demote, discipline, suspend, lay-off, and discharge for just cause; and
- b) The right to make, alter, and enforce organization policies;

in a manner that is fair and consistent with the terms of this agreement.

**201 (NEW) The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:**

- the right to maintain efficiency and quality resident care;
- the right to direct the work of its employees;
- the right to hire, classify, assign to positions and promote;
- the right to determine job content and number of employees at any site;
- the right to demote, discipline, suspend, layoff, and discharge for just cause;
- the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

## **ARTICLE 3: UNION SECURITY & REPRESENTATION**

**301 (New) The Union recognizes that Union representatives are first and foremost employees of the Employer and as such have jobs to perform on behalf of the Employer and that the first consideration is the welfare of the patients/residents/clients.**

**The Employer recognizes that Union representatives have duties and responsibilities towards and on behalf of the Union.**

**Local Union representatives shall be expected to conduct Union business before or after working hours, or during rest or meal breaks.**

**The Union representatives may be entitled to leave their work during working hours in order to carry out their functions under the Collective Agreement providing that they have first obtained approval from the Manager or designate for the time required.**

302 The Union agrees to exchange with the Employer, a current list of officers and authorized representatives and will provide the Employer with a revised list within four (4) weeks of any changes made. The Employer also agrees to notify the Union when there are changes to relevant management.

303 Negotiations will be scheduled at mutually agreed upon times. When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to a leave of absence without loss of regular pay or benefits to attend as representatives of the **Union** will be no more than two (2) employees. Each party will be responsible for their own cost of preparation for negotiations.

303 **The Union will provide the Employer with a letter that is to be placed in welcome packages of all new employees falling within the scope of this Agreement. The letter will acquaint new employees with the fact the Union is in effect and indicate the general conditions and obligations as they relate to employees.**

304 All correspondence arising out of this Agreement will pass to and from the Chief Executive Officer, or designate, and the President of the **Union**, or designate.

305 A suitable notice board or notice board space for the use of the **Union** will be provided by the Employer. **The Union will be allowed to have a Union Info binder in the Staff Lounge.** The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the **Union** agrees to comply with this request.

306 Annually, upon written request, a comprehensive List including the names, telephone number and mailing address **and email address** of each employee will be sent to the President of the **Union**.

307 Release Time

a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the **Union** to attend meetings of the **Union Management Committee or Workplace Safety and Health Committee.**

b) All reasonable efforts will be made to relieve an employee who is appointed to attend meetings of the **Union Management Committee or Workplace Safety and Health Committee**, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the employee is otherwise scheduled to work.

#### **ARTICLE 4: CONDITION OF EMPLOYMENT**

401 An employee, lacking required credentials as outlined in the role description, will be

required to upgrade at her/his own cost in accordance to a timeline set by the Employer which timeline will be reasonable in all of the circumstances. Any employee failing to comply may forfeit her/his position.

402 The Employer may alter a classification description or create a new classification in which case it will notify all affected employees and the **Union** no later than four (4) weeks prior to implementation of the alteration(s) or new classifications and engage in meaningful discussions with the **Union** with respect to same.

## **ARTICLE 5: DEFINITIONS**

### 501 Full-Time

A full-time employee is a permanent employee who regularly works seventy-seven and one-half (77.5) hours bi-weekly and 2015 hours per annum.

### 502 Part-Time

A part-time employee is a permanent employee who regularly works less than full-time hours, but not less than seven and three-quarter (7.75) hours in a bi-weekly period. This employee is entitled to the benefits offered to a full-time employee but on a proportionate basis.

### 503 Casual

A casual employee is one who is called in occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.

Casual employees are not entitled to the benefits or rights of permanent employees, as outlined in this Agreement, unless otherwise specified. *See also Article 31 - Special Provisions - Casual Employees*

### 504 Term

A term employee is one who is hired for a specific time period or until the completion of a project and assigned regular hours, as described in clauses 501 or 502. A term will be for a duration of no less than three (3) months and no more than 24 months, which may be renewed for another consecutive 24-month period in the event the employee is a party to a forgivable loan agreement with the Employer, the end of which the Employer will determine whether the employee will be retained on a permanent or casual basis.

- a) A term employee may be required by her/his Director to complete the term prior to becoming eligible to apply for another term position within the bargaining unit.
- b) A full-time or part-time employee may only bid on a term position with a lower FTE than the position she/he currently holds with the written authorization of their Director.

- c) Where a vacancy is created as a result of an employee filling a term position, such vacancy need not be posted. Rather, the shifts resulting from the vacancy may be offered to part-time employees.

505 Indefinite Term

Where the Employer deems a term position to be of an indefinite length due to illness, or injury, the **Union** is to be informed of the indefinite term position posting.

- a) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return in accordance with Employer policy.
- b) The employee occupying said term position will receive notice equivalent to the amount of notice the employee returning from the leave provides the Employer.

506 Continuous Years of Service

"Length of Employment" will mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation, pre-retirement leave and "Length of Service" will have a similar meaning. Conversion from full-time or part-time status to casual status will be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position will be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

**ARTICLE 6: HOURS OF WORK**

601 Regular hours of work will be seven and three-quarters (7.75) consecutive hours per day, exclusive of mealtimes and inclusive of rest periods.

602 Seventy-seven and one-half (77.50) hours constitutes a bi-weekly period of full-time work, excluding meal periods, but including rest periods.

603 The meal period is scheduled by the Employer and is one half-hour in duration, unless otherwise mutually agreed between the employee and Employer.

604 A rest period of fifteen (15) minutes will be allocated by the Employer for each continuous three (3) hour period of work.

605 (New) **Employees may combine rest breaks and meal breaks by mutual agreement between employees and upon written consent of their Manager(s). This will be subject to operational requirements. Breaks will not be combined for the purpose of ending the shift early.**

606 An employee who is called in to work a portion of an unscheduled shift will be paid for a minimum of three (3) hours of work at her/his regular rate of pay.

607 Shift schedules for a minimum of a four (4) week period will be posted at least four

(4) weeks in advance. Once posted, the shift schedule will not be changed without the consent of the employee which will not be unreasonably withheld.

608 Requests for interchanges in posted shift, or a portion thereof, will be submitted in writing, co-signed by the employee willing to exchange shift(s) with the applicant no later than three (3) working days prior to the shift(s) to be exchanged. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. It is understood that any change in shifts or days off initiated by the employee(s) and approved by the Employer will not result in overtime costs to the Employer.

609 Shift schedules will be assigned by the Employer and/or may be bid for by employees, and where two (2) or more employees bid for a particular shift schedule, the determination will be made based on the classification seniority of the employees, the employee with the most classification seniority being entitled to the particular shift schedule.

- 610
- a) Shift patterns will be planned by the Employer in meaningful consultation with the affected employee(s).
  - b) Subject to 609(a), shift schedules once assigned to an employee will only be altered on the following conditions:
    - i. In order to accommodate vacations and/or holidays and ensure a minimum level of essential services;
    - ii. After all reasonable efforts have been made to fill shifts using casual employees and/or employees who volunteer to pick up shifts;
    - iii. A minimum of four (4) weeks' notice is given to any affected employee(s);
    - iv. Any affected employee(s) may only be required to alter her/his four (4) week shift schedule up to two (2) times in any calendar year. Additionally, any affected employee(s) may only be required to alter all or any part of his/her shift schedule for any particular week for up to six (6) weeks in any calendar year;
    - v. The employee with the least seniority within the affected classification and who has the appropriate experience and qualifications will be required to alter her/his shift schedule and utilize the maximum periods as provided for in 609(b)(iv) above first, with seniority governing selection of subsequent affected employee(s) thereafter; and
    - vi. Any affected employee(s) may not be required to alter their FTE during an altered shift schedule period and may not be required to work a type of shift (day/night/evening) which is not part of their regular shift schedule.

611 In the event that the Employer changes an individual's shift schedule or FTE on a permanent basis, the employee may agree to such change and work in the new shift schedule or FTE. Alternatively, the employee may decline such change to her/his FTE or shift schedule in which case she/he may exercise her/his bumping rights pursuant to Article 2907.

## **ARTICLE 7: PREMIUM PAY**

- 701 Evening, night and weekend premiums are commensurate with the premiums negotiated for facility-based, in-scope related employees of Southern Health Santé-Sud CUPE Collective Agreement.
- 702 The following hours are eligible for premium pay:
- a) Evening shift premium is paid for all hours actually worked on any shift when the majority of the hours on that shift fall between 1600 hours and 2400 hours.
  - b) Night shift premium is paid for all hours actually worked when the majority of hours on that shift fall between 2400 hours and 0600 hours.
  - c) Weekend shift premium is paid where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.
- 703 Premium pay, including both shift and weekend allowances, will be paid on overtime hours incurred for replacement purposes providing the position being replaced is eligible for premium pay. Overtime hours, incurred for any other reason, are not eligible for premium pay.

## **ARTICLE 8: OVERTIME**

- 801
- a) Overtime is authorized time worked which is in excess of the seven and three-quarters (7.75) hour workday or any authorized hours in excess of one hundred and fifty-five hours (155) hours in a 28-day period. Overtime requests will not be granted if overtime is .25 hours or less or if there is a minimum seven-and-three-quarter hours (7.75) time period between shifts.
  - b) An employee will not be required to layoff during regular hours to equalize any overtime worked.
  - c) No employee will be required to work overtime against his/her wishes when other qualified employees within the same classification are available and willing to perform the work required.
  - d) If two employees from the same unit are willing to work the required overtime, the overtime will be granted to the employee with the greatest seniority.
- 802 Employees will receive **two (2) times their basic rate of pay for authorized overtime in any one day.**
- 803 All overtime worked on a Recognized Holiday will be paid at two and one half (2.5) times the employee's basic rate of pay.
- 804 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. Such time will be taken by the employee prior to March 31 of any year or paid out. An employee who is absent on paid time off during her/his scheduled work week

will, for the purpose of computing overtime pay, be considered as if she/he had worked her/his regular hours during such absence.

805 Employees working two (2) consecutive full shifts will be paid at two (2) times the employee's basic rate of pay for the second shift except for Recognized Holidays.

806 A full-time employee required to report back to work outside his/her regular working hours will be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her/his next scheduled shift, she/he will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

807 **At the employee's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed.**

**At the employee's request, any banked overtime, or portion thereof, shall be paid out at any time on a regular pay cheque.**

**Overtime may be accumulated to a maximum of seventy-seven and one half (77.5) hours at any one time. Any overtime in excess of that amount shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31<sup>st</sup> of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.**

808 A full-time employee reporting back to work upon request after leaving the facility following completion of a shift, but before commencement of her/his next scheduled shift, will be paid at overtime rates of pay, with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime will not apply. In such cases, the employee will be paid at overtime rates from the time she/he starts to work to the beginning of her/his scheduled shift.

809 Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time will be deemed to be authorized overtime. The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

810 **An employee required to work overtime, for a period in excess of two (2) hours immediately following their regular hours of work shall be supplied with a meal from the Employer's cafeteria at no cost to the employee, or a payment of twelve dollars (\$12.00) will be made. Such allowance will be included with the employee's regular paycheque.**

#### **ARTICLE 9: PAY PERIODS**

901 Employees are paid on a bi-weekly basis. Pay is calculated on two weeks work ending the previous Saturday, as approved by the Department Director, or

designate.

- 902 Employee's pay is deposited directly into the employee's bank or credit **Union** account.
- 903 **Electronic pay statements are made available to employees bi-weekly** listing gross earnings and deductions, past and current vacation bank **and statutory holiday** balances.
- 904 If an employee covered by this agreement has not received wages in any one pay period resulting in a shortfall of wages of at least the equivalent of one (1) regularly scheduled day's pay, such pay will be provided within three (3) business days upon written request from the employee.

#### **ARTICLE 10: DEDUCTIONS**

- 1001 Deductions will be made during each pay period as applicable for the following:
- a) Income Tax, Employment Insurance and Canada Pension Plan contributions according to the schedule laid down by the Federal Government.
  - b) Healthcare Employee Pension Plan (HEPP) according to the terms of the Plan.
  - c) Healthcare Employee Benefits Plan (HEBP) according to the terms of the Plan.
  - d) HEBP Dental Plan according to the terms of the Plan.
  - e) HEBP Disability Plan and Rehabilitation according to the terms of the Plan.
  - f) Other deductions as required or as agreed upon between the employee and the Employer.
  - g) Each employee is required to pay **Union** fees each pay period if they have worked in that pay period.

#### **ARTICLE 11: SALARIES**

- 1101 Salary scales are commensurate with the salary scales negotiated facility-based with in-scope support staff employed by the Southern Health-Santé Sud. Any additional salary increases, negotiated provincially and applied regionally during the life of this Agreement, will be extended to the members of the **Union**.
- 1102 When an employee reports to work and during their shift is directed to work in a different classification on that same shift, the employee is paid her/his regular rate of pay.
- 1103 Increases in salary increments, where available, for employees are granted after the

completion of 2015 hours of work with Employer in their current increment until the maximum of the appropriate salary schedule is attained.

- 1104 Untrained Therapeutic Recreation Attendants and Untrained Resident Care Attendants do not receive incremental increases.

## **ARTICLE 12: PROBATIONARY STATUS**

- 1201 Probationary Status is assigned to a newly hired employee occupying a full-time or a part-time position, within a defined job classification. All employees will be considered to be probationary during their first 500 hours of service. Conditional upon satisfactory performance, he/she will be declared to **have completed their probationary period.**
- 1202 Performance monitoring is ongoing during the probationary period. The employee receives an official performance appraisal prior to completion of 500 hours of service.
- 1203 If the employee is found by the Employer to be unsuitable for the position:
- a) The employee may be terminated at any time during her/his probationary period without notice or pay in lieu of notice except as provided in *The Employment Standards Code.*
  - b) Probation may be extended an additional 240 hours, if required by the Employer. The areas of improvement are clearly identified and monitored. Notification will be provided to the **Union** and Employee when such extension occurs.
- 1204 Probation may not extend beyond 740 hours of accrued service. Failure to successfully complete the probationary period results in termination.
- 1205 The "probationary employee" whose services are terminated does not have recourse to the grievance procedure except with respect to an allegation of breach of a right provided by statute.

## **ARTICLE 13: PERFORMANCE APPRAISAL**

This Article covers employees not covered by Article 12.

- 1301 Employees will meet or exceed the performance requirements set forth in their respective role descriptions.
- 1302 The Employer may evaluate and conduct a performance appraisal at any time. The Employer strives to provide written appraisals for each employee at least every two years. An employee may request a formal appraisal on an annual basis.
- 1303 The employee's signature on the appraisal document signifies that s/he has read the contents of the document and does not mean they he/she is in agreement with the

- appraisal.
- 1304 Copies of the employee's performance appraisal will be kept in the employee's personnel file.
- 1305 An employee may access and review the contents of her/his personnel file providing the employee submits a signed and dated request in writing to the Department Director. The Director will arrange a meeting with the employee within five (5) business days of receipt of the request.
- 1306 In the event an employee wishes to comment on a performance appraisal, or portion, thereof, and or disagrees with any conclusions contained in the performance appraisal, **the employee shall retain the right to have the assistance of the Union representative.** The employee will have the right to provide such comments and/or disagreement in writing and that document will be placed with the performance appraisal on the employee's personnel file. The employee may file a grievance under Article 32 of this Agreement.

#### **ARTICLE 14: STAFF DEVELOPMENT**

- 1401 All employees are encouraged to improve their knowledge and skill base. In-Service development is considered to be a shared responsibility of the employees and the Employer. The Resource Development Program offers learning opportunities for all employees.
- 1402 All employees are encouraged to accumulate a minimum of fifteen (15) hours of appropriate education in-services in a given fiscal year (April 1 to March 31).
- 1403 All Employees are obligated to meet the educational requirement of the role descriptions as per legislation.
- 1404 An employee will be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her/his employment qualifications.
- 1405 Where the Employer requires an employee to attend mandatory educational events or staff meetings during non-working time, the Employer will pay for the time of such attendance at straight time rates.

#### **ARTICLE 15: RESPECTFUL WORKPLACE**

- 1501 The Employer and the **Union** jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 1502 Unless allowed under the *Manitoba Human Rights Code*, the Parties agree that there will 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
- membership or non-membership or activity in the **Union**.

- 1503 The Employer and the **Union** agree that no form of harassment will be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment will be treated in a confidential manner by the Employer, the **Union** and the employee(s).
- 1504 The definition of harassment will consist of the definition contained in the *Human Rights Code* and *The Workplace Safety and Health Act* and will further include the definition of harassment set out in the Respectful Workplace Policy.
- 1505 Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the **Union** with a copy prior to implementation of the Policy.

#### **ARTICLE 16: DISCIPLINE**

- 1601 In all instances where the Employer considers that an employee warrants disciplinary action or is being investigated for suspected disciplinary conduct, the Employer will make every effort to take such action at a meeting with the employee and will give the employee advance notice of the nature of the complaint. The employee will be accompanied at the meeting by a **Union** representative unless the employee specifically refuses .
- 1602 If the action referred to in the above clause results in a written warning, suspension, demotion, or dismissal of an employee, all related documentation must be signed by the Manager or Director. The Employee will also be asked to sign that they have read the applicable documentation. The Employer will notify the employee in writing of the action taken and the reasons by **email**, personal service or Registered Mail. The Employer will provide a copy of the notification to the **Union** President.
- 1603 An employee is given the opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document will be placed in her/his personnel file. Upon written request the employee will receive an exact copy of such document.
- 1604 An employee accompanied by a **Union** representative if so elected may examine her/his personnel file upon request. within five (5) business days of the request. An employee will have recourse to the grievance procedure to dispute any derogatory

entry in her/his 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. Any employee who has been terminated may consult her/his file and upon written request receive copies of specified documents so long as the written request is made within thirty (30) days of her/his termination.

1605 There are two (2) files maintained by the Employer for each employee - personnel and payroll.

1606 The Employer endorses the concept of Progressive Discipline.

### **ARTICLE 17: ON CALL**

1701 An employee who is designated by the employer to be available on call, immediately available by telephone contact to report to work without undue delay, will be entitled to payment of two dollars (\$2.00) per hour of On-Call Duty.

The employee will leave his employment immediately after he has completed the work for which he was called and resume his on-call status.

The on-call premium will not apply during any period when the employee is performing duties at the site.

### **ARTICLE 18: RECOGNIZED HOLIDAYS**

In the spirit of fairness for all employees, the Employer retains the right to revise shift schedules to provide days off on recognized holidays equitably and ensure essential services including but not limited to direct resident care and nutrition services are met.

1801 The following days will be designated as Recognized Holidays:

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

1802 An employee scheduled to work on a Recognized Holiday receives one and one-half (1.5) times her/his basic rate of pay for all hours worked.

1803 When a Recognized Holiday falls on a full-time employee's scheduled day off, the employee receives an extra day off in lieu thereof.

1804 Full-time employees required to work on a Recognized Holiday will receive one (1) day off at the regular rate of pay or the employee may request that she/he receive an extra day's pay at her/his basic rate of pay. A maximum of five (5) Recognized

Holidays in a fiscal year may be banked up to, and no later than, February 1 of the fiscal year. Days owing in excess of the allowed five (5) banked days will be scheduled by the Employer within thirty (30) days after the holiday and will preferably be added to a weekend, or to scheduled days off unless otherwise mutually agreed. After February 1, the Employer schedules all banked days forthwith.

1805 Part-time employees are paid at 4.62% of their basic rate of pay in lieu of time off for a Recognized Holiday. Such Recognized Holiday pay will be calculated on all regular paid hours and included in each pay cheque.

1806 The Employer endeavours to provide all employees with at least two (2) other Recognized Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day will be granted with Christmas Day; New Year's Eve will be granted with New Year's Day, unless otherwise mutually agreed.

#### **ARTICLE 19: SENIORITY**

1901 Seniority will be defined as the total accumulated hours of service calculated from the date the employee commenced employment in a particular classification. Full-time and part-time employees accrue seniority hours. Casual employees bank seniority hours, with accrual applying only once term or permanent status is obtained.

Where an employee is employed in more than one classification, seniority accrues separately for each classification.

1902 Seniority will be considered as a factor in vacancy selection (including promotion and transfer, demotion) and if all other posted selection criteria are equal, it will be considered the governing factor. Seniority of employees relates to the seniority of other employees in the same classification. A position posted but not filled internally may be advertised externally for a period of up to six (6) months without reposting internally.

1903 An employee who has a change in classification but remains in the same department relinquishes her/his incremental status attached to accrued seniority under the previous classification.

1904 An employee who transfers departments relinquishes her/his incremental status attached to accrued seniority under the previous classification.

1905 The seniority of an employee will be retained but not accrue if the employee is:

- a) On an unpaid leave of four (4) consecutive weeks.
- b) On unpaid leave due to injury or illness, compensable by WCB, MPI, or D & R for a period of more than two (2) year from the first absence from work related to the injury or illness.
- c) On an educational leave, providing the employee returns to the original classification

- d) Laid off for more than six (6) and less than fifty-two (52) weeks
- e) On official maternity or parental leave
- f) **On a term period of an out-of-scope position**

1906 The seniority of an employee will be retained and accrue if:

- a) S/he is on any period of paid leave
- b) S/he is on an unpaid LOA that is due to injury or illness compensable by WCB/MPI/HEB D&R for a period of up to two (2) years
- c) S/he is being paid income protection benefits
- d) S/he is on any period of unpaid leave of less than four (4) consecutive weeks.

1907 The seniority of an employee will terminate if:

- a) S/he resigns
- b) S/he is discharged and not re-instated under the grievance procedure
- c) S/he overextends paid leave or approved unpaid leaves without approval

1908 The Employer agrees to maintain a seniority list showing seniority hours for each employee's service. An up-to-date seniority list will be sent to the President of the **Union** on a semi-annual basis.

## **ARTICLE 20: POSITION POSTINGS**

2001 All permanent and term positions of six (6) months or more, of a 0.4 FTE or greater, in scope to the **Union**, will be posted for seven (7) calendar days. All position postings will include a statement that respective salary scales are available from the Department Director or designate upon request. An electronic copy of the posting will be given to the President of the **Union** or designate when posted.

2002 Provided that qualifications for a position are met preference will be given to employees presently in the bargaining unit who have submitted a written application for the position being filled. A position posted but not filled internally may be advertised externally for a period of up to six (6) months without re-posting internally.

2003 Positions of up to 0.399 FTE will be filled from an eligibility list established from a prior job posting for the same classification or through direct appointment.

2004 Each employee who applies for a posted vacancy will be notified in writing of the disposition of her/his application. The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the **Union**.

2005 a) The applicant selected for any position will receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, her/his placement on such a scale, and any special conditions that may be applicable to her/his appointment.

b) Any employee who was interviewed but was not the successful applicant will

be entitled to consult with the hiring manager. Such consultation will take place within two weeks of the request.

- 2006 All voluntary transfers are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.
- 2007 Employees will not be eligible to apply for a transfer during their trial period.
- 2008 During the trial period, the employee will be returned to her/his former position without loss of seniority:
- a) By the Employer if she/he proves to be unsuitable to the new position; or
  - b) Voluntarily by the employee upon providing a reasonable explanation to the Employer.

#### **ARTICLE 21: REPLACEMENT PROTOCOLS**

- 2101 Replacement of hours for vacation and recognized holidays that have not been picked up by Part-Time employees at the end of available shift posting may be offered to casual employees.
- 2102 Employees will have preference on replacement hours according to seniority unless otherwise waived by the respective employee(s).

#### **ARTICLE 22: VACATION CREDITS**

- 2201 Employees will receive vacation leave and vacation allowance in accordance with this Article. In keeping with the purposes of vacations, it is understood that vacation leave is intended to be taken as time off work.
- 2202 For the purposes of vacation leave determination, the vacation year will run from April 1 to March 31 inclusive.
- 2203 In calculating vacation allowance, wages will not include overtime pay, vacation pay, termination pay, premiums or bonuses.
- 2204 Subject to the provisions of this Article and Article 31 and 37, every employee will earn vacation leave as follows:
- a) Three (3) vacation weeks per year during the first three (3) years of continuous service;
  - b) Four (4) vacation weeks per year commencing in the fourth (4th) full year of continuous service;
  - c) Five (5) vacation weeks per year commencing in the eleventh (11th) full year of continuous service;

- d) Six (6) vacation weeks per year commencing in the twenty-first (21st) full year of continuous service.
- 2205 Subject to the provisions of this Article and Articles 31 and 37, each employee will accrue vacation allowance as follows:
- a) Six percent (6%) of wages in each of the first three (3) years of continuous service;
- b) Eight percent (8%) of wages commencing in the fourth (4th) full year of continuous service;
- c) Ten percent (10%) of wages commencing in the eleventh (11th) full year of continuous service;
- d) Twelve percent (12%) of wages commencing in the twenty-first full year of continuous service.
- 2206 Vacation leave will be taken by employees in the vacation year following the vacation year in which it was earned. However, the Employer may permit vacation leave to be taken once an employee has completed six (6) months of employment.
- 2207 Vacations will be awarded in order of seniority subject to the operational requirements of the Employer. Vacation leave will be taken in up to **six (6)** blocks each of which will be of no less than one (1) vacation week in duration. **Up to two (2) vacation blocks** may be taken between July 1 and August 31. The Employer reserves the right to define the length of a vacation block in accordance with the needs of their department.
- 2208 A vacation week is defined as a period of seven (7) consecutive calendar days for which an employee is unavailable for assignments. To further clarify, seven (7) calendar days equals five (5) work days (days with work scheduled) and two (2) non-work days (days with no work scheduled) for a full-time employee. For part-time employees, their combination of work days off would be defined by their normal work schedule.
- 2209 Notwithstanding 2208, if an employee is required to work an additional shift or take an additional day's vacation in order to achieve or not overreach her/his FTE, such additional shift or vacation days must occur within one pay period of being accrued or overspent with consultation between Employer and affected employee. However, if agreement cannot be reached the Employer has the right to schedule the additional vacation day or shift. Additional consultation may occur once the shift is scheduled. The reconciliation shift or vacation day will be scheduled no later than 30 days after the vacation request has been made.
- 2210 Employees working casual hours or casual employees accrue vacation allowance pro-rated at four percent (4%) up to their first 2015 hours of employment, and six percent (6%) thereafter paid out with each respective pay period.
- 2211 Vacation leave may not be carried over from year to year.

- 2212 Vacation allowance will be paid to each employee when vacation leave is taken and apportioned equally to each vacation week. For example, if an employee is entitled to two weeks of vacation leave, they will be paid one half of their accrued vacation allowance during each of their two weeks of vacation leave. Any vacation allowance accrued but not taken by the end of the vacation year will be paid out to the employee in the pay period preceding March 31.
- 2213 Time spent working as a casual employee will not be included in determining an employee's length of service for the purposes of this Article.
- 2214 Vacation entitlement credit lists which reflect projected vacation entitlement credits as of March 31 of that year will be posted by March 01 of each year. All employees are responsible to indicate their preference of vacation dates by March 31 of the current year. Employees who do not indicate their choice by March 31, waive their seniority in the choice of vacation time to those employees, in the same classification who have indicated their preference.
- 2215 Where an employee changes classifications her/his accumulated vacation entitlement credits are transferred along with the employee.
- 2216 Employees will be given the opportunity to request remaining unscheduled vacation entitlement by November 15 of each year on a first come, first serve basis. Any vacation entitlement not requested by November 15 may, at the discretion of the Employer, be scheduled by the Employer.
- 2217 The Employer will post a notice, no later than October 15 of each year indicating the need for employees to request the scheduling of their remaining vacation.
- 2218 In recognition of length of service, each full-time employee receives one additional block week of vacation leave with pay on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (25, 30, 35, etc.) in that year only. The additional week will be granted in the vacation year in which the anniversary date falls and is not cumulative.
- Part-time employees will be entitled to a pro-rata portion of their scheduled FTE.
- 2219 To determine the rate at which vacation allowance and leave are earned, the term "continuous service" of an employee will include:
- a) Any periods when an employee:
    - i. is receiving income protection
    - ii. Is on paid leave
    - iii. Is on paid vacation
    - iv. **Is on Maternity or Parental Leave**
    - v. **Is on D&R/MPI/SGI**
  - b) Any period of unpaid leave up to four (4) weeks
  - c) Any period of Worker's Compensation up to one (1) year

2220 An employee will generally not be requested to work a shift during her/his scheduled vacation period. However, any employee who works a shift during her/his scheduled vacation period will be compensated at overtime rates in accordance with Article 8.

2221 Notwithstanding the one (1) week minimum length for a vacation period and subject to operational requirements, an employee may retain up to three (3) individual days of their vacation allotment to be taken during the vacation year with such days to be scheduled by January 1 in each year. Should an employee elect to retain up to three (3) vacation days, one (1) week of vacation (seven [7] calendar days) will be reduced by the number of days retained.

Where three (3) vacation days are retained, as in three (3) work days, the remaining available vacation block is a maximum of four (4) days including no more than two (2) work days, and the employee may be permitted to schedule such days prior to the end of the vacation year. There will be no carry-over of unused days into the next vacation year.

**2222 (NEW) Vacation pay earned from pick up shifts can be paid out to employees the year after it is earned during the employees scheduled vacation.**

### **ARTICLE 23: INCOME PROTECTION INSURANCE**

2301 Employees accumulate income protection insurance prorated at one and one quarter (1.25) working days per calendar month, with no maximum accumulation.

2302 A new employee accumulates, but is not entitled to be paid income protection for any illness until s/he has accumulated 500 hours of service and has passed her/his initial probationary period, and is employed in either a term or a permanent position.

2303 An employee, having accumulated an entitlement to income protection may claim basic pay (at 100%) against accumulated insurance in the event:

- a) S/he was unable to work because of an incapacitation due to accident or illness;
- b) The Employer deems the employee's presence constitutes a health hazard for the residents and/or other employees.
- c) To care for the illness of a spouse, child, or parent in accordance with the terms set forth in Article 23, income protection, an employee is entitled to utilize up to 20% of their accumulated income protection.

2304 An employee who is unable to report to work due to illness or injury must inform the unit Charge Employee/Facility Charge Employee/Manager or Department Director (the Employee must talk to a person) before the start of her/his scheduled shift in order to be eligible for benefits.

The minimum notification time is:

- One and one half (1 1/2) hours prior to the beginning of the day

- shift,
- Three (3) hours prior to the evening shift,
- Three (3) hours prior to the night shift.

2305 An employee who fails, without valid reason, to give notice in the specified times will not be entitled to receive income protection for the shift(s) in question as specified in 2304.

A medical certificate may be requested:

- a) For any income protection which lasts three (3) or more days, or
- b) At any time where abuse of the income protection is suspected, or
- c) Where a pattern of frequent or lengthy illness develops.
- d) Proof of wellness and ability to resume regular duties.

Failure to provide a certificate when requested may:

- a) Disqualify employee from receiving paid income protection, or
- b) Result in a refusal of permission for her/him to resume regular duties.

2306 Routine medical and dental appointments are to be scheduled for days off where reasonably possible to do so. Up to two hours of income protection will apply to appointments required to be scheduled during the employee's working hours.

2307 Income protection insurance cannot be used for illness which occurs on days off, Recognized Holidays, or days given in lieu of Recognized Holidays, or during periods of scheduled vacation.

2308 An employee will immediately inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her/his intended absence may be arranged. Failure to give notice will result in non-entitlement to income protection for the period of absence.

2309 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Worker's Compensation Board (WCB) or by Manitoba Public Insurance (MPI) will be entitled to regular basic pay to the extent that she/he has accumulated income protection credits. The employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which earnings are compensated by MPI.

Where an illness occurs due to a workplace injury, WCB must be applied for, and income protection will not apply for these hours compensated by WCB.

2310 An employee is eligible to receive income protection during modified work routine of up to three days without a physician's medical certificate.

- 2311 An employee unable to work because of injuries sustained in a motor vehicle accident must advise her/his Manager/Department Director as soon as possible. S/he must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee is entitled to receive income protection benefits for any "waiting period" required by MPI.
- If sufficient income protection credits have been accumulated, an employee may elect to submit an application to the Employer requesting the Employer to supplement the MPJ payments. The amount of supplement is equal to ten percent (10%) of the employee's regular net salary not earned due to time loss. Net pay is based on the employee's regular basic pay, less the employee's income tax deduction, Canada Pension Plan contributions and Employment Insurance Contributions.
- The Employer's supplement will be charged to the employee's accumulated income protection credits and will be paid until the employee's income protection credits are exhausted or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
- 2312 Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her/his community, by reason of non-availability of service in the community, the employee may be granted up to one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.
- 2313 Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.**
- An employee returning to work following an absence of one (1) week or more shall provide a minimum of forty-eight (48) hours' notice prior to returning to work.**
- If the employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay.**
- 2314 The Employer will annually, on written request, provide each employee with a statement of her/his accrued income protection credits.
- 2315 Income protection applies only on regular scheduled shifts that constitute the employee's guaranteed hours of work as identified on the approved master rotation.
- 2316 Income protection does not apply to replacement hours assigned to replace another staff member away on:
- a) Vacation entitlement
  - b) Recognized Holiday entitlement
  - c) Income protection insurance

d) Paid leave

- 2317 In the event that an employee is hospitalized during her/his vacation; it will 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 hospitalization period and the displaced vacation will be rescheduled. Proof of such an occurrence is required when requesting income protection. If an employee is to be absent for illness for a period exceeding her income protection, upon written request, the employee will be granted an unpaid leave of absence.
- 2318 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 the management in the review of income protection utilization.
- 2319 An employee who is accepted for benefits under the HEB Manitoba Disability and Rehabilitation Plan to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two years.

**2320 (NEW) Wellness Days**

**A wellness day is designated time off that an employee can use to support their physical and mental wellness.**

**Up to two (2) days in each fiscal year may be deducted from an employee's accumulated income protection credits to be used for Wellness Days**

**The use of Wellness Days cannot reduce the number of income protection credits to less than twelve (12) days.**

**The utilization of Wellness Days are subject to the following:**

- (a) The leave shall be for physical or mental wellness**
- (b) The two (2) days of leave can be used consecutively, but shall not be used in conjunction with a vacation leave; and**
- (c) These two (2) days are not carried forward from fiscal year to fiscal year**

**The employee shall request a Wellness Days at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance.**

**Subject to operational requirements, the request for Wellness Days shall not be unreasonably denied.**

**Wellness Days are intended to support physical and mental wellness, and these days will not be used by the Employer with respect to any attendance management problem that may relate to the employee.**

## **ARTICLE 24: BEREAVEMENT LEAVE**

2401 Bereavement leave of up to four (4) regular scheduled consecutive days, unless otherwise mutually agreed between the Employee and the Employer, without loss of pay, will be granted in the event of death of a spouse, common-law spouse, child, parent, grandparent, grandchild, brother, sister, fiancé(e), step-parent, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former guardian, or any other person described as family in the applicable regulations of the Employment Standards Code. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is the greater.

Bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

2402 For the purpose of the definition "family member", a person is a family member of an employee if the person is:

- a) A brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
- b) A parent of the employee's spouse or common-law partner;
- c) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
- d) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
- e) The spouse or common-law partner of a person mentioned in any of clauses (a) to (d);
- f) Father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law,
- g) 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.

Unless otherwise agreed to between the employee and the employer, such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater.

Bereavement Leave may be extended by up to two (2) additional workdays without loss of pay or benefits as may be necessitated by reason of travel to attend the funeral.

One (1) bereavement leave day may be retained at the employee's request for use in case where actual interment or cremation is at a later date.

- 2403 An employee may receive time off, at rate of basic pay, up to a maximum of seven and three-quarters (7.75) hours, or a portion thereof, but only as so required, to attend a funeral as a pallbearer, eulogist or mourner, providing the funeral falls on a regular, scheduled day of work which would prevent attendance if the time off were not granted. Necessary time off, without pay, up to, but not exceeding **one (1) day per year**, to attend a funeral for reasons other than described above, may be granted, providing necessary coverage is available and no additional cost is incurred by the Employer.
- 2404 Bereavement leave may be taken only in the time periods defined in clauses 2401, 2402 and 2403 and affects only regular scheduled shifts in the respective time period.
- 2405 For the purpose of this section, a day is defined as a calendar day, irrespective of the number of hours per day scheduled for the affected employee.
- 2406 Probationary employees may be entitled to unpaid bereavement leave for the duration outlined in clauses 2401, 2402.

#### **ARTICLE 25: COMPASSIONATE CARE LEAVE**

- 2501 An employee will receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- a) Must have completed at least (30) days of employment as of the intended date of leave.
  - b) Must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - c) Take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-eight (28) weeks after the day of the first period of leave began. No period of leave may be less than one (1) week's duration.
  - d) A physician who provides care to the family member 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:
      - the day the certificate is issued, or
      - if the leave was begun before the certificate was issued, the day the leave began: and
      - The family member requires the care or support of one or more family members.

- ii. The employee must give the Employer a copy of the physician's certificate as soon as possible.

- 2502 A family member for the purpose of this article is defined as in 2402 (a) through (g)
- 2503 Unless otherwise mutually agreed, an employee may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted will be clearly indicated as "Compassionate Care Leave shifts - subject to forty-eight (48) hours notice of cancellation".
- 2504 Seniority is retained/accrued as per Article 19.
- 2505 Subject to the provisions of Article 23, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- 2506 In the event that the death of a family member occurs during this period of leave, the employee will be eligible for Bereavement Leave as outlined in Article 24.

#### **ARTICLE 26: PARENTING LEAVE**

- 2601 Parenting Leave consists of maternity and parental leave. It also includes paternity and adoption leave. An employee is entitled to a leave of absence for up to **eighty (80)** weeks when s/he qualifies for Parenting Leave. An employee qualifying for Maternity Leave may apply for said leave under Maternity Leave Plan A or Plan B, but not both.

##### **Maternity Leave Plan A:**

Every pregnant employee who:

- a) has completed seven (7) continuous months employment,
- b) submits application for maternity leave in writing not later than the end of the fifth month of pregnancy and not less than one (1) month before the date of the intended month of leave commences,
- c) provides her Employer, upon request, with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery is entitled to and will be granted maternity leave without pay consisting of a period not exceeding seventeen (17) weeks. Maternity leave can begin as early as seventeen (17) weeks prior to the expected date of birth.

##### **Maternity Leave Plan B:**

- a) To qualify for Plan B, a pregnant employee must:
- i. have completed seven (7) months continuous employment,
  - ii. submit application for leave under Plan B at least four (4) weeks before the day specified by her application as the day on which she intends to commence such leave;
  - iii. provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
  - iv. Provide Employer with proof that application made and approval received for Employment Insurance benefits from HRDC **by no later than twelve (12) weeks after the commencement of the Maternity Leave.**
- b) When applying under Plan B, the applicant will sign a Return to Work Agreement with the Employer with the following conditions:
- i. She will return to work and remain in the employ of the Employer for a minimum of six (6) months following her return to work, except where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment;
  - ii. She returns to work on the date of the expiry of her maternity leave and where applicable, parental leave.
  - iii. She pays for the total amount of pay received as maternity allowance to the Employer if she fails to return to work as outlined in i. and/or ii.
- c) A qualifying employee is entitled to maternity leave consisting of:
- i. a period not exceeding seventeen (17) weeks, if delivery occurs on or before the date of delivery specified in the certificate as in a)3,
  - ii. a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual delivery date, if delivery occurs after the date indicated in the certificate. The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- d) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance as follows:
- i. for the first **week**, an employee will receive ninety-three percent (93%) of her weekly rate of pay;
  - ii. the difference in pay between paid Employment Insurance benefits and ninety-three percent (93%) of her normal weekly earnings for a maximum of **sixteen (16)** additional weeks.
- e) All other time provided under Part B is considered as unpaid leave. Income

Protection and vacation will not accrue.

- f) Plan B does not apply to a newly hired employee occupying a term position.

2602 Parental Leave

Every employee who:

- a)
  - i. In the case of a female **employee**, becomes the natural mother of a child,
  - ii. In the case of a male **employee**, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - iii. Adopts a child under the law of a province; and
- b) Completes seven (7) consecutive months of employment,
- c) Submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the **employee** intends to commence the leave;

Is entitled to, and will be granted, parental leave without pay consisting of a continuous period of up to **sixty-three (63) weeks**.

2603 If a female employee has applied for and is taking maternity leave, then her parental leave must immediately follow the completed maternity leave.

2604 All vacation owing to an employee on maternity/parental leave will be paid out upon the employee's return to work.

2605 Parental leave, not associated with maternity leave, must be completed within **eighty (80) weeks** of the child's birth or the date the child comes into custody.

2606 **Guarantee of Return from Maternity and/or Parenting Leave** An employee will confirm with the Employer at least four (4) weeks in advance of her/his designated return date. If due notice is given, and where reasonably possible, the employee may be re-instated in the position occupied by her/him at the time such leave commenced. The employee is assured of a comparable FTE with not less than the same wages and benefits.

2607 Two (2) days of leave (scheduled daily hours to a maximum of fifteen and one half (15.5) as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

**ARTICLE 27: LEAVE OF ABSENCE**

2701 The employee wishing to obtain a leave of absence is required to submit a written request to the Department Director. This request must specify the reason for the leave and will be considered on an individual basis at the discretion of the Employer.

2702 Except in cases of emergencies, such request must be made four (4) weeks in

advance of commencing the leave.

- 2703
- a) An employee who is granted a leave for ten (10) weeks or less, will be returned to the employee's former position upon their return at their former increment step.
  - b) An employee who is granted leave between ten (10) and twenty-six (26) weeks, will be returned to the employee's former classification at their former increment step.
  - c) An employee who is granted a leave for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave will be employed on their return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave and at the increment level received prior to the leave, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one the employee has left, she/he would be put at the first step of the salary range for that classification.
- 2704
- Where an employee requests to return to work prior to the expiry of the leave as set out in the approved request, the Employer has no obligation to return the employee to work until such time that the leave would be expired.
- 2705
- Overstaying a leave is deemed as a resignation.
- 2706
- The implications of a leave are as follows:
- a) Payment of wages is stopped for the duration of the leave and pay is adjusted on the basis of regular working days absent. Payment is not made for a Recognized Holiday, should said holiday fall within the period of the requested leave.
  - b) Employee benefits, such as dental plan, pension plan, etc. will be discontinued if earnings for the bi-weekly period are insufficient to meet payroll deductions. Provision may be made by the employee for pre-payment of some deductions. Refer to the provisions of the individual plans for details of plan continuation where permitted.
- 2707
- Income protection and vacation credits will not continue to accrue during any period of unpaid leave approved by the Employer.
- 2708
- Employees whose number of hours worked are scheduled for a salary increment will be deferred according to the length of such absence, and the completion of the necessary hours worked.
- 2709
- Leave will not be granted during the summer months of July and August, nor during the December 15 - January 15 time period. However, the Department Director may grant leave for extenuating circumstances if staff replacement is available.
- 2710
- Consideration for Personal Leave Days will be given under the following:

- a) Five (5) unpaid Personal Leave days per fiscal year may be granted to an employee who as occupied a position of .75 FTE, or greater, for at least six calendar months, provided the request does not:
  - i. Interfere with the approval of a vacation request of another employee
  - ii. Interfere with the approval of an LOA granted under Article 27
  - iii. Create a potential staffing shortage that could result in compromised resident care, overtime coverage, or unwarranted pressure of co-workers/team members
  
- a) Employees who do not require replacement may take up to five (5) unpaid Personal Leave days within the parameters outlined above, regardless of FTE worked.
  
- b) Requests for unpaid Personal Leave days will be considered only during the five (5) day period immediately preceding the date of the request and approval may be deferred up to three (3) days preceding the date of the leave.
  
- c) Only the Department Director, or designate, may grant approval of the request.

2711 Employees will be granted the necessary lime off with pay to attend citizenship court to become a Canadian citizen. The employee must notify the Employer a minimum of seven (7) days prior to the date the leave is required.

**ARTICLE 28: COURT LEAVE**

- 2801 An employee required to serve as a juror or subpoenaed as a witness in any court of law will receive leave at her/his basic rate of pay and remit to the Employer any payment received except reimbursement of expenses.
  
- 2802 If an employee is subpoenaed as a witness in a work-related matter on her/his scheduled day off, the Employer and the employee will mutually agree on alternate time off in lieu.

**ARTICLE 29: LAYOFF AND RECALL**

- 2901 If and when it becomes necessary to reduce the number of positions within an occupational classification, seniority based on employment with the Employer will be the governing factor and employee(s) within the classification will be laid off in reverse order of seniority based on employment with the Employer.
  
- 2902 Prior to a layoff, employees will receive notice in accordance with The Employment Standards Code or equivalent pay thereof. An employee who is on layoff will not be entitled to notice of layoff when she/he returns to work on an incidental basis.
  
- 2903 Employees will be recalled in order of accrued seniority to available positions in equal or lower paid occupational classifications provided they are qualified and

willing to perform the required work. Benefits, including rate of vacation accrual, will be reinstated.

- 2904 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff and each six (6) months thereafter.
- 2905 An employee who is laid off must speak with the Department Director within seven (7) calendar days of notice of recall being mailed by registered mail to the employee's recorded address and must be prepared to begin work at a time designated by the Employer.
- 2906 The right of the employee who has been laid off to be rehired will be forfeited in the following circumstances:
- a) If the employee did not communicate with the Employer as specified in 2805, and
  - b) If the employee did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 2907 In the event of a layoff, the incumbent may exercise her/his seniority rights (reference Article 18), subject to her/his ability, performance and qualification, to displace an employee in a position of equal classification but who has less earned seniority. Any employee thus displaced will also be entitled to a like exercise of accumulated seniority.
- 2908 Accumulated vacation entitlement will be paid out at time of layoff.

### **ARTICLE 30: NOTICE OF TERMINATION OF EMPLOYMENT**

- 3001 An employee may voluntarily terminate her/his employment, or the Employer may discharge an employee, subject to the applicable provisions of *The Employment Standards Code*.
- 3002 The notice of termination will be in writing and specify the last date upon which the employee will perform her/his regular duties.
- 3003 Employment may be terminated with less notice or without notice:
- a) By mutual agreement between the employee and Employer for special circumstances, or
  - b) During the probationary period of a newly hired employee without recourse to the grievance procedure, or
  - c) In the event an employee is dismissed for sufficient cause.
- 3004 The employee will receive pay in lieu of unused vacation entitlement, and all salary earned to date of termination. Payment will be made in the next scheduled pay period.

## **ARTICLE 31: SPECIAL PROVISIONS - CASUAL EMPLOYEES**

- 3101 A casual employee is one who is called in occasionally by the Employer to replace a full - time or part - time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.
- 3102 Casual employees or employees working casual hours are not entitled to the benefits or rights of permanent employees as outlined in this agreement unless otherwise specified in this Article.
- 3103 Casual employees will receive vacation pay bi-weekly at the rate of six (6) percent (6%) of the regular hours worked in a bi-weekly pay period until they have completed 2015 hours of work.
- 3104 Casual employees will be paid not less than the start rate of the position to which they are assigned.
- 3105 Casual employees are entitled to the shift premiums outlined in Article 7.
- 3106 Casual employees required to work on a Recognized Holiday are paid at the rate specified in Article 18.
- 3107 Casual employees are entitled to compensation for overtime worked in accordance with Article 8.
- 3108 Casual employees will be entitled to retroactive salary increases on the same basis as full time and part time employees as stated in Article 1.
- 3109 A casual employee reporting for work as requested by the Employer and finding no work available will be guaranteed three (3) hours of pay at her/his basic rate of pay.
- 3110 A full time or part time employee who resigns and is rehired as a casual employee within one hundred and twenty (120) days will be paid at the same increment step as s/he received in her/his former position.
- 3111 Casual employees, who assume a term position, accrue vacation credits prorated at six percent (6%) per year unless otherwise agreed to. When the employee reverts to casual status all earned vacation credits will be paid out.
- 3112 Casual employees will accrue seniority for hours worked only for the purposes of applying for term and permanent positions and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit and in the same classification.
- 3113 On expiry of a term position, if a casual employee is not successful in obtaining another term or permanent position, she/he will retain any previous casual seniority and seniority accrued while in the term position will be converted to casual seniority.

## **ARTICLE 32: GRIEVANCE PROCEDURE**

- 3201 a) In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 32, within ten (10) days of the date upon which the written reply referred to in Article 32 is received from the Chief Executive Officer, the matter may then be referred to arbitration as hereinafter set forth.
- b) Unless dismissed or suspended by the Employer an employee will continue to work in accordance with this Agreement until such time as the dispute has been resolved.
- c) A grievance concerning the general application or interpretation of the Agreement, including the question of whether the matter falls within the scope of this Agreement, or which affects a group of employees in more than one (1) department, may be submitted at Step 1.

3202 Grievance Procedure Terminology:

**Union: Refers to the Canadian Union of Public Employees.**

Representative: An in-scope employee appointed to represent the Grievant for any or all steps of the Grievance Procedure.

Grievant: Once the Grievance Procedure has been initiated, the member issuing the grievance is referred to as the "Grievant". If the grievance involves a group of members, then one member of the group, serves as spokesperson for the group, and assumes the role of grievant at the Grievance Hearing.

Respondent: Once the Grievance Process has been initiated, the management personnel, whose decision is being grieved, is referred to as the "Respondent".

Grievance Hearing: Each Step of the Grievance Procedure will offer a Grievance Hearing, at which the Grievant and the Respondent have the opportunity to present their respective positions. The Grievant may elect to decline attendance at a Grievance Hearing and submit a Written Grievance only.

Grievance: A grievance will be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement.

3203 Rules of Procedure

An earnest effort will be made to settle grievances fairly and equitably as outlined, however, nothing in this Agreement precludes the Employer and the **Union** from mutually agreeing to settle a dispute by means other than those described in the following grievance procedures without prejudice to their respective positions.

The "Rules of Procedure" apply to all Grievance Hearings. See Appendix A – "Rules of Procedure".

3204 An employee may be accompanied by, or represented by, a Representative at any

stage of the grievance procedure including the complaint stage.

3205 The Grievant will attend all Grievance Hearings on her/his own time. The Grievant will have input into the Hearing date and time, within the constraints of regular office hours and the time requirements identified in the Grievance Procedure.

When a Representative is requested to be present for Step One of the process, s/he will be reimbursed by the **Union** at a rate determined by the **Union**.

When a Representative is requested to be present for Step Two of the process, s/he will be reimbursed, by Administration, at the Representative's regular rate of pay for actual time spent at the Grievance Hearing. Preparation time is not reimbursable.

3206 Complaint Stage:

An employee will, within fifteen days of the occurrence of the grievance, attempt to resolve the grievance through discussion with her/his manager. If the matter is not settled to her/his satisfaction the employee may proceed to Step One of the Grievance Procedure.

3207 Step One

If the dispute is not resolved within the time period specified in the Complaint Stage, the Grievant, and/or the Representative, may, within a further ten (10) days, submit the grievance in writing to the designated Department Director. The grievance will be issued utilizing the "Employee Grievance Form" which identifies the date(s) and time(s) the Grievant met with her/his manager. The Department Director will schedule and conduct a Grievance Hearing, within 10 days of receiving the written grievance.

The Department Director will respond in writing within ten (10) days of the actual Grievance Hearing.

3208 Step Two

If the grievance remains unresolved, the Grievant and/or the Representative may, within a further ten (10) days, submit the grievance in writing to the Chief Executive Officer. The Chief Executive Officer will schedule and conduct a Grievance Hearing, within ten (10) days of receipt of the written grievance. The Chief Executive Officer will respond in writing within ten (10) days of the actual Grievance Hearing.

3209 For purposes of determining, the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

3210 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the Grievant.

### **ARTICLE 33: ARBITRATION PROCEDURE**

3301 In the event of the failure of the parties to settle a grievance by means of the

grievance procedure stated in Article 32, within ten (10) days of the date upon which the written reply referred to in Article 32 is received from the Chief Executive Officer, the matter may then be referred to arbitration as hereinafter set forth.

- 3302 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in 3301 above, then the procedure stated below will be followed.
- 3303 Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) member of the intended Board of Arbitration. The other party to the dispute will, within seven (7) days after the receipt of such notice, also appoint a member and the two (2) members thus appointed will, within ten (10) days thereafter, select a third member who will be Chairperson.
- 3304 It is mutually agreed by both parties to this Collective Agreement that the decision of the Arbitrator (as in 3302), or the Board of Arbitration (as in 3303) will be final and binding upon the Employer, and **the Union** and the Employee(s) concerned; however, the Arbitrator or the Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement.
- 3305 The Board of Arbitration will determine its own procedure but will give full opportunity to all parties to present evidence and make representations.
- 3306 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, will be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Board of Arbitration will be borne by the parties hereto in equal shares.
- 3307 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.
- 3308 Nothing in this Collective Agreement precludes an Employee or the **Union** and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.
- 3309 The Arbitrator will be requested to provide both parties with a hard (paper) copy as well as an electronic version of an arbitration award.

#### **ARTICLE 34: STAFF BENEFITS**

- 3401 Employer Contribution Benefits. Each benefit plan is administered by the provider and may be subject to change without notice.
- a) Worker's Compensation  
All employees are covered by Worker's Compensation Board Regulations in accordance with the terms and requirements set forth by the regulations.

- b) Employee Assistance Program (EAP)  
All employees are eligible for benefits under the Employee Assistance Program in accordance with the terms of the program.
- c) Health Spending Account  
A Health Spending Account is a benefit made up of a fixed sum of money per employee per year. A calendar year is defined as January 01 - December 31. In each subsequent year, HSA coverage (FT or PT) is based on the employee's regular paid hours (excluding overtime) in the previous year.

An Employee must be enrolled in the Enhanced Health Benefit Plan to be eligible for the Health Spending Account.

An employee may draw on the account to subsidize the benefit levels as set out in the Enhanced Health Benefit Plan and the HEBP Dental Plan.

All new employees hired on or after April 01, 2010 will begin HAS coverage following one year of participation in the Enhanced Health Care Plan.

3402 Employee Contribution Benefits

HEBP Retiree Group Health Care Plan

Benefits are similar to those offered in the Basic Group Health Care Plan. Enrollment is voluntary. Premiums are deducted each month directly from the retiree's pension cheque.

3403 Employer and Employee Contribution Benefits

a) Group Enhanced Health Care Plan

This plan is available to those employees in a part time or full-time position. Participation is subject to the terms of the plan.

Blue Cross provides coverage for such costs as ambulance service, semi-private hospital room, travel health insurance and prescription drugs. Further details enhanced plans are explained in the benefit package available through payroll.

The employer funds 50% of the Plan's premiums.

b) Canada Pension Plan

All eligible employees must contribute to the Canada Pension Plan. The employer contributes to CPP on behalf of the employee as well.

c) Healthcare Employees Pension Plan

All employees may join this plan as soon as they begin employment. The plan becomes a condition of employment after two years of service. Deductions are a percentage of income, and employee contributions are matched by an

employer contribution. Details of the plan are explained in the benefit package available through payroll.

d) Disability & Rehabilitation

All eligible employees must enroll in this plan as a condition of employment. The long term disability plan provides employees with income under the terms of the plan. The Employer pays the entire premium to a maximum of 2.3%.

e) Employment Insurance

All employees must contribute to employment insurance (E.1.). The employer contributes to E.1. on behalf of the employee as well.

f) Group Life Insurance Plan

The Employer insures all employees working part time or full time for one times their annual salary. Additional life insurance and accidental death and dismemberment insurance are available providing the employee pays the premiums.

g) Group Dental Plan

All eligible employees must enroll in the group dental plan. Premiums are equally divided, with the Employer paying half and the employee contributing half. Details on this plan can be found in the benefit package available through payroll.

3404 Pre-Retirement Benefit

a) Employees retiring in accordance with the following:

- i. retire at age sixty-five (65) years
- ii. retire after age sixty-five (65) years
- iii. have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65), or
- iv. have completed at least ten (10) years continuous service with the employer, whose age plus years of service equal eighty (80);

Will be granted paid pre-retirement leave on the basis of four (4) days per full service year (2015 hours per year) of employment.

b) Full-time employees will be granted paid pre-retirement pay on the basis of four (4) days per full year of employment.

c) Part-time employees will be granted paid pre-retirement pay as specified above on a pro rata basis. Calculation will be based on the following formula:

Total cumulative hours  
actually worked from                      x                      Entitlement of a full-time employee  
last date of employment

Annual full-time hours

- d) Calculation of pre-retirement pay will begin from the date of the employee's last commencement of employment and be based on the employee's total length of continuous employment on the date of retirement.
- e) Employees classified as casual at time of retirement are not eligible for pre-retirement pay.
- f) Payment is made in its entirety upon retirement.
- g) Permanent employees who terminate employment at any time due to permanent disability will be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.

**ARTICLE 35: TECHNOLOGICAL CHANGE**

3501 Technological Change means the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.

3502 In the event of a technological change occurring during the life of this Agreement which displaces or adversely affects one or more members of the **Union**.

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

**ARTICLE 36: WORKPLACE SAFETY & HEALTH**

3601 In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

3602 The Workplace Safety and Health Committee will operate with **Union** representation for the purpose of ensuring health and safety in the workplace and

the identification of health and safety hazards.

- 3603 Both parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise. Any employee who believes a situation may become or has become abusive will report this to the immediate supervisor. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.
- 3604 On an annual basis the Workplace Safety and Health Committee will be provided with a copy of applicable policies for review.
- 3605 The Employer and the **Union** agree that no form of abuse of employees will be condoned in the workplace. Both parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise.
- 3606 Any employee who believes a situation may become or has become abusive will report this to the immediate supervisor. The Employer will notify the **Union** ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.
- 3607 There will be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which will be reviewed annually by the Workplace Health and Safety Committee. Such policy will address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy will include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.
- 3608 At the request of an employee, the Employer will provide, at no cost to the employee, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from the Laboratory Centre for Disease for Health Canada.
- 3609 Rehabilitation and Return to Work Program
- a) The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees even when she/he is not covered under the D & R, WCB or MPI programs.
  - b) Any such employee will be supernumerary in nature when reasonably possible.
  - c) The **Union** will be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for an employee.
  - d) The Employer will include the **Union** in the initial meeting with the employee to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations.
  - e) If required, the Employer will schedule subsequent (progress) review(s) with the **Union** and the employee and may proceed without the **Union's** involvement subject to the **Union's** concurrence.

- 3610 Where appropriate, by agreement between the Employer and the **Union**, job postings may be waived.
- 3611 Whistle Blowing Protection
- Employees who exercise their rights in accordance with the Public Interest Disclosure Act will not be subject to discipline or reprisal.
- 3612 Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the **Union** to attend meetings of the Workplace Safety and Health Committee or to perform such other duties as may be specified in the Workplace Safety and Health Act or prescribed by regulation.
- 3613 In accordance with the Workplace Safety and Health Act, an employee is entitled to take time off from her/his regular work duties in order to carry out her/his duties as a committee member under this Act and the regulations. The employee will be paid by the Employer at her/his regular or premium pay, as applicable, for all time spent carrying out her/his duties as a committee member under this Act and the regulations.
- 3614 Upon application, each employee on the Workplace Safety and Health Committee will be granted paid educational leave in accordance with the Workplace Safety and Health Act.
- 3615 As part of the above paid education days, new Committee Members will be required to attend a basics course offered by Manitoba Workplace Safety and Health or an equivalent course approved by the Workplace Safety and Health Committee within their first year on the Committee.

### **ARTICLE 37: SPECIAL PROVISIONS - PART TIME EMPLOYEES**

- 3701 Part-time employees who indicate in writing to the Employer that they wish to work additional hours may be offered such work when available providing they are able to perform the required duties. Such additional hours will be divided as equitably as possible as follows:
- a) First among those employees meeting the provisions above within the unit; and
  - b) Second, among those employees within the remainder of department. A Part-time employee will be assigned and committed to work her/his FTE as agreed to in writing at the time of commencing employment or when a new position is secured.
- 3702 Any additional hours may be offered to part time employees. However, if such additional hours are offered, it will take into consideration that overtime costs are to be avoided.

**ARTICLE 38 JOINT UNION MANAGEMENT COMMITTEE**

3801 The Employer and the **Union** agree to maintain a Joint **Union** Management Committee.

3802 As many issues are common to both **Parties**, the committee will consist of not more than **three (3)** persons appointed by each of the Parties.

Management representatives will include the Administrator and/or Director of Care and/or manager of their choosing. **The three (3) Union** representatives will include the President and/or Vice President **and member of the Union's Executive or Shop Steward.**

3803 Other persons may be invited to participate as mutually agreed at no pay.

3804 The Committee will meet at the request of either party subject to five (5) days' notice being given but not less than quarterly unless otherwise mutually agreed.

3805 The purpose of the Committee will be to discuss/study/make recommendations to the Employer and the **Unions** regarding matters of mutual concern.

3806 The committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

3807 The committee will 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.

3808 The committee may make recommendations to the **Union** and the Employer with respect to its discussions and conclusions.

Agreed to and signed this 29 day of September, 2025.

**ON BEHALF OF:  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5546**

**ON BEHALF OF:  
SALEM HOME INC.**

Tania Prockert

K Oliveira

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**LETTER OF UNDERSTANDING**

Between

**Canadian Union of Public Employees, Local 5546**

And

**Salem Home Inc.**

**RE: ME TOO**

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**Should the CUPE Health Care Community or Facility Support group within the Provincial Employers Organizations, negotiate greater General Wage Increase(s), shift premiums and/or Market Adjustment(s) through collective bargaining during their Central Table negotiations, which would be applicable to the 2024 - 2028 Collective Agreement, then Salem Home CUPE Members shall receive the difference between each General Wage Increase(s) and/or Market Adjustment(s) on the same respective effective date(s) for their 2024 - 2028 Collective Agreement.**

Agreed to and signed this 29 day of September, 2025.

**ON BEHALF OF:  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5546**

**ON BEHALF OF:  
SALEM HOME INC.**

Tania Prockert

K Oliveira

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[Signature]

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JMc/jca/cope491  
June 16, 2025

## APPENDIX A

Ref: Article 32 - Grievance Procedure.

### RULES OF PROCEDURE

The following rules of procedure will apply to all grievance hearings:

1. The Grievant will issue a hearing request by submitting "Employee Grievance, in accordance with the time lines so stipulated. Copies will be provided for the Hearing Chair/Committee, and the Respondent, at the time the request is filed.
2. Both parties are expected to accommodate the hearing date set by the Hearing Chair and to clear their calendars accordingly. Where extenuating circumstances present the involved party will share the circumstances with the Hearing Chair in an effort to obtain mutual consent to delay the hearing.
3. The Grievant and the Respondent will have the opportunity to be present for the full Grievance Hearing.
4. All questions will be directed through the Chair.
5. Any written information provided to the Hearing Chair/Committee must be simultaneously provided to the opposing party. Written information submitted to the Hearing Chair during Hearing Procedures must be submitted to the opposing party at that time.
6. The Grievant will be heard first. At the conclusion of the Grievant's presentation, questions may be asked by either the Hearing Chair/Committee or the Respondent.
7. The Respondent will be heard second. At the conclusion of the Respondent's presentation, questions may be asked by either the Hearing Chair/Committee or the Grievant.
8. Attendance by persons other than the parties and the designated **Union** Representative is not permitted, except for witnesses who may be called but will only be in attendance during the period required for their testimony.
9. A Hearing will not be delayed because a witness is unable to be available. In this case, a written statement from the witness may be submitted, provided a copy is made available to all parties present.
10. No transcript of the Hearing will be kept; if so desired, each party may take her/his own notes.
11. No taped recordings are allowed.