

# First Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees

**Local 5559**

(the "Union")

- and -



**Calvary Place Personal Care Home**

(the "Employer")

**Term of Agreement:  
April 1, 2024 to March 31, 2028**

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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 the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, and further that the parties to this Agreement share a fundamental commitment to provide and improve quality care and welfare for patients/residents/clients/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. To redress disparities in the present workforce distribution, thus pursuing a workforce composition which reflects workforce availability of equity group members in the Employers Organizations, including the active recruitment and hiring of equity group members.

It is the desire of both Parties that these matters be drawn up in an agreement,

By signing this Agreement, all Parties agree to abide by all terms contained within this Agreement as follows:

## **ARTICLE 1 - SCOPE OF RECOGNITION**

101 Calvary Place Personal Care Home recognize the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit defined in the Bargaining Certificates.

102 Work of the Bargaining Unit

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

(b) Role of Volunteers

The Employer and the Union agree that volunteers have a role within the sites to perform functions which enhance and complement efforts of staff toward patient care services and visitor/family support.

Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current staff complement. If and when new programs and services are established or existing departments/units experience increases in workloads, volunteers will not be utilized to perform any duties or functions which are inconsistent with the principle noted above. If any disputes arise regarding the appropriateness of volunteer functions, the issue will be raised at the appropriate labour/management committee meetings, and the Parties agree to act fairly and reasonably in resolving any such concerns.

## **ARTICLE 2 - DURATION AND DATE OF RATIFICATION**

- 201 (a) The terms of this Agreement shall be in full force and effect from the 1st day of April 2024 until March 31, 2028.
- (b) The ratification date of the current Collective Agreement occurred on December 15, 2025.
- (c) Should the Parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (d) Unless mutually agreed otherwise, the Union agrees to give the Employer at least one (1) week's (7) days written notice as to the intended time and date of strike action.
- (e) Unless mutually agreed otherwise, the Employer agrees to give the Union at least one (1) week's (7) days written notice as to the intended time and date of lockout.
- 202 Should either Party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other Party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other Party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.

204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the bargaining unit shall strike during the term of this Agreement.

205 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

301 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 patient, client, 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.

302 **Subcontracting**

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility or health care related facility.

303 In accordance with Article 302, an employee will be given ninety (90) days' notice. Where the Employer is unable to provide alternate employment in another position with the Employer for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the layoff provisions in accordance with Article 25

or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

- 304 If the Employer intends to subcontract work which results in the displacement of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the Employer for those employees so displaced and will guarantee to offer alternative employment with the Employer to those employees who have thirty-six (36) months or more continuous service with the Employer.

Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of their present classification. In any event, this red circling provision shall be limited to no more than thirty-six (36) months from the date of commencement in the lower paid position.

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

- 305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 72 (1) of *The Labour Relations Act* of Manitoba.

306 Emergency, Disaster and Fire Plans

- (a) In any emergency or disaster that adversely affects the adequate delivery of patient care, declared by the Chief Executive Officer or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure, if necessary, except that the provisions of Article 20 shall apply to overtime hours worked.

- (b) If the Union has reason to question the definition of the declared emergency, they may, not before thirty (30) days nor after sixty (60) days following the declaration, bring forth their concerns and management agrees to discuss the circumstances with a view to determine a precedent for the future.

- (c) Where overtime is worked by reason of a disaster plan exercise or fire drill and such overtime will be reimbursed by a third party, overtime will be paid in accordance with Article 20 and not placed in the overtime bank.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged. The Employer agrees not to use this Article in a manner that is inconsistent with Section 13 (1) of *The Labour Relations Act* of Manitoba.

307 Whistle Blowing Protection

Employees who exercise their rights in accordance with *The Public Interest Disclosure Act* of Manitoba shall not be subject to discipline or reprisal.

**ARTICLE 4 - UNION DUES - SECURITY**

- 401 Employees of the Employer who are members of the Union as of date of signing, shall remain members in good standing.
- 402 New employees shall, as a condition of employment, become members in good standing in the Union within thirty (30) days of employment.
- 403 The Union agrees that any disciplinary action taken by the Union against any of its members shall not affect in any way the status of that employee with the Employer.
- 404 The Employer agrees to deduct the amount of biweekly or monthly dues as determined by the Union, and provided to the Employer in writing, from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.
- 405 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer), and the amount of such deductions.

The Employer will provide the Union on a monthly basis a separate list of the names of employees newly hired, terminated or on a leave of absence for a period of four (4) weeks or longer (if feasible and provided that the report is available at no additional cost to the Employer), for the previous month.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with *The Freedom of Information and Protection of Privacy Act* (FIPPA).

- 406 The Union shall notify the Employer in writing of any changes in the amount of dues or of any general assessment at least one month in advance of the end of the pay period in which the deductions are to be made.
- 407 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 408 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 409 When an employee makes it known to the Employer or the Union they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section 76(3) of *The Labour Relations Act* of Manitoba.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 (a) The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- (b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and/or to attend meetings.

- 503 When meeting with the Employer to conduct negotiations, the maximum number of employees for bargaining who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be not more than five (5) employees. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.
- 504 (a) 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
- (b) Union representatives shall be granted necessary time off with pay for the purposes of meeting with the Employer for Employer initiated meetings. The Union agrees meetings will not be delayed to accommodate a preferred representative of the employee.
- (c) Reasonable advance notice will be provided for time requested under (a) and (b). Permission to leave work during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.
- 505 The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 506 All correspondence required to be exchanged between the Union and the Employer in accordance with the Collective Agreement shall be exchanged between the Chief Executive Officer as designated by the Employer or designate and the President of the Local, or designate unless indicated otherwise.

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor within the Employer's premises, unless prior written approval has been received from the Employer. Such requests will not be unreasonably denied.

## **ARTICLE 6 - RESPECTFUL WORKPLACE AND NON-DISCRIMINATION**

601 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful and safe workplace. The Parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of *The Human Rights Code of Manitoba*, unless permitted under the *Code*.

602 Unless allowed under *The Manitoba Human Rights Code*, the Parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race;
- ethnic background or origin;
- age;
- nationality or national origin;
- political belief, association or political activity;
- religion or creed, or religious belief, religious association or religious activity;
- sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- marital status or family status;
- source of income;
- sexual orientation;
- gender identity;
- physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- social disadvantage;
- membership or non-membership or activity in the Union.

Any changes or updates to *The Manitoba Human Rights Code* are understood to be automatically applied here.

603 The Employer and the Union will work together to ensure that the workplace must be free from behaviors such as workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior and violence. The Employer will provide education, at no cost to employees, on their policies and procedures and will include expectations for employees under *The Workplace Health and Safety Act* and *The Human Rights Act*. It is

further agreed that both Parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union, except where disclosure is required by law.

- 604 The definition of harassment shall consist of the definition contained in *The Human Rights Code* and *The Workplace Safety and Health Act* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

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.

- 605 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both Parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become or has become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the Parties.

The Employer will maintain a Respectful Workplace Policy which confirms zero tolerance of staff abuse. The Employer's Respectful Workplace Policy shall comply with the requirements of *The Workplace Safety and Health Act* and Regulations of Manitoba and shall 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.

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.

- 606 Safe Space

The Employer will endeavour to provide a "private space" for employees to be able to decompress. Such space will not be in any lunch/break/public space already provided.

**ARTICLE 7 - DEFINITIONS**

- 701 "Bargaining Unit" shall mean the CUPE Local 5559 within Calvary place Personal Care Home.
- 702 "Base Location" shall mean Calvary Place Personal Care Home located at 1325 Erin Street, Winnipeg, Manitoba R3E 3R6 for the purpose of service delivery coordination and mileage calculation.
- 703 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A".
- 704 "Bi-weekly Period" shall mean the two (2) weeks constituting a pay period.
- 705 "Concurrent Employment" shall mean an employee who holds more than one position with Calvary Place Personal Care Home.
- 706 "Continuous Service" and/or "Length of Employment" with the Employer shall 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 and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time or part-time status to casual status shall 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 shall 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.
- 707 "Employee" is a person employed by an Employer and covered by this Agreement.
- 708 "Employer" shall mean Calvary Place Personal Care Home established for the sole purpose of collective bargaining.
- 709 The "Employment Status" of an employee shall be:
- (a) A "Full-time" employee is one who regularly works the hours specified in Article 18.
  - (b) A "Part-time" employee is one who works regularly scheduled hours that are less than the full-time hours specified in Article 18, but not less than the daily hours per day in a Bi-weekly Period.
  - (c) A "Casual" employee is as defined in Article 33.

- (d) A "Term" employee is as defined in Article 1408 (g) (i).
- 710 "Equitable" distribution of additional hours/pick up shifts and overtime means that extra shifts (straight time or overtime) shall be offered equally amongst employees.
- 711 A "layoff" shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 712 A "probationary" employee is a newly hired full-time or part-time employee who has not completed three (3) or six (6) months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.
- 713 Shifts will be named as follows:
- (a) "Night Shift" means a shift in which the major portion occurs between 0001 hours and 0800 hours. Night shift shall be considered as the "first" shift of each calendar day.
  - (b) "Day Shift" means a shift in which the major portion occurs between 0800 hours and 1600 hours.
  - (c) "Evening Shift" means a shift in which the major portion occurs between 1600 hours and 2400 hours.
  - (d) A "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees.
- 714 The term "site" shall mean the Calvary Place Personal Care Home located at 1325 Erin Street, Winnipeg, Manitoba R3E 3R6 is where the employee is employed.
- 715 "Supernumerary Shift" means a shift that is over and above the baseline staffing at the time of scheduling.
- 716 The term "Union" shall mean the Canadian Union of Public Employees.
- 717 "Weekend" shall mean the period between 2330 hours on the Friday to 2330 hours on the immediately following Sunday.
- 718 "Worksite" shall mean the location, as determined by the Employer, to be where the employee is assigned to perform work for the purpose of service delivery provision.

- 719 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

#### **ARTICLE 8 - BULLETIN BOARDS**

- 801 Bulletin board space for the use of the Union will be provided by the Employer. Where a new building is constructed or occupied, a new bulletin board with clear locking doors will be provided and placed in a mutually satisfactory location.
- 802 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.
- 803 Bulletin boards shall be relocated if space is required for alterations or new construction.

#### **ARTICLE 9 - CHANGES IN CLASSIFICATION**

901 Job Descriptions

Upon request, the Employer agrees to provide the Union with the existing job descriptions (including vacant classifications) for classifications within the bargaining unit within six (6) months of ratification of the Collective Agreement. These job descriptions can be provided electronically.

- 902 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications or the Union can demonstrate that the position has undergone substantial change of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
- 903 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of this Agreement.
- 904 If the Union files written objection, then the Parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

- 905 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 906 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect or as otherwise mutually agreed to by the Employer and the Union.
- 907 At any time after an employee has been in a classification for three (3) months, the employee shall have the right to request a review of their classification, if they feel that the duties of the job have substantially changed from those of the classification job description. On behalf of the employee, the Union shall submit the request in writing to the Employer and shall state what substantial change in duties forms the basis of the review request.
- 908 The Employer will examine the information provided and give a decision as to the validity of the request.
- 909 If the decision is not satisfactory to the Union, they may then treat this request for change in classification as a grievance as laid out in Article 10 and shall be considered a Step 2 grievance.
- 910 The job description shall be the recognized job description until the Union is notified in accordance with Article 902 or 911.
- 911 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
- 912 It is understood and agreed by the Parties of this Agreement, that no incumbent covered by the Agreement, shall have their remuneration reduced by any job review procedures. When a job review results in a position being assigned to a lower salary scale, the current incumbent(s) will be maintained on the existing salary scale on a present incumbent only (P.I.O.) basis for as long as they remain in their specific original position.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 1001 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

- 1003 Local Union representatives, upon request to their immediate supervisor/manager and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of one (1) employee so engaged. Such permission shall not be unreasonably withheld.
- 1004 Step 1/Discussion Stage
- Within twenty-one (21) calendar days after the employee becomes aware of the issue or concern, the grievor shall attempt to resolve the dispute with their immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.
- 1005 Step 2
- Failing settlement of the grievance at Step 1, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Chief Executive Officer as determined by the Employer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.
- 1006 When the Union Representative is claiming an employee has been discharged or suspended without just cause, they may submit the grievance directly to the Chief Executive Officer as determined by the Employer or designate.
- 1007 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union may submit the grievance directly to the Chief Executive Officer as determined by the Employer (Step 2) or designate as a group or policy grievance.
- 1008 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 1009 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 1010 Where reasonably possible, grievance meetings held with the grievor will be scheduled during, or immediately before or after the grievor's regular working hours/shift. Where grievance meetings are held during the grievor's regular working hours/shift, the grievor shall not suffer any loss of pay as a result.

**ARTICLE 11 - ARBITRATION PROCEDURE**

- 1101 Within twenty (20) calendar days after receiving the reply of the Chief Executive Officer as determined by the Employer or designate and failing a satisfactory settlement, either Party may refer the dispute to arbitration by giving notice to the other Party in writing. The timelines may be extended by mutual written consent of the Employer and/or the Union.
- 1102 A referral for arbitration shall be made in writing by either Party, addressed to the other Party to this Agreement, within the time defined in Article 1101. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other Party shall, within seven (7) days of the receipt of such notice, notify the Party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others.
- 1103 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 1104 The arbitrator shall determine their own procedures, but shall provide full opportunity to all Parties to present evidence and make representations.
- 1105 The decision of the sole arbitrator shall be final and binding and enforceable on all Parties, and may not be changed.
- 1106 Clarification on Decision
- Within five (5) calendar days following receipt of the award, should the Parties disagree as to the meaning of the decision of the sole arbitrator either Party may apply to the sole arbitrator, to reconvene. Within five (5) calendar days the sole arbitrator shall reconvene to clarify the decision.
- 1107 Expenses of the Arbitrator
- The Union and the Employer shall each pay one-half (½) the fees and expenses of the sole arbitrator.
- 1108 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1109 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The Party which called the employee (either the Employer or the Union as the case may be) shall be responsible for compensating them for any salary and benefits which would otherwise be lost.

1110 Arbitration Hearings

Grievors whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.

1111 Arbitrations shall be heard within the region the grievor is employed unless otherwise agreed by both Parties.

**ARTICLE 12 - SENIORITY**

1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in any one year. Any paid leave such as vacation, income protection, jury duty, bereavement, education, union, etc., shall be considered as regular paid hours worked.

1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

1203 The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) Workers' Compensation up to two (2) years from the date of the first absence from work related to the injury or illness.

1204 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1205 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved maternity/parenting leave as defined in Article 1704.

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on an unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than thirty-six (36) months;
- (d) holds a term position outside of the bargaining unit or is on the trial period of a position outside of the bargaining unit.

- 1207 (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union, in March and October. The Union can, upon written request, ask for two (2) additional seniority lists per year.
- (b) Annually, upon written request, a comprehensive list including the name, address, job classification, department, hourly rate, seniority hours and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 1208 A term employee shall have seniority rights in accordance with Article 1408 (g) (v) of this Agreement.
- 1209 An employee, upon returning to work following an unpaid medical leave of absence due to Disability and Rehabilitation, MPI or any third-party insurer, will have their seniority credited with the appropriate number of hours the employee would have worked during the leave, based on their established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

### **ARTICLE 13 - INCOME PROTECTION**

*Also refer to: Article 16 - General Holidays  
Article 31 - Special Provisions Re. Part-time Employees*

- 1301 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 Workers Compensation Board (WCB) or by the Manitoba Public Insurance (MPI) shall receive their regular basic pay to the extent that they have 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 lost earnings are compensated by MPI.
- (a) Upon providing sufficient notice, the necessary time off with pay to attend appointments for medical, dental or chiropractic examinations or treatments, including reasonable travel time, shall be granted to an employee and such time off shall be chargeable against the employee's accumulated income protection credits, to the extent that they have accumulated income protection credits, providing the following conditions are met:
- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavor to

make the appointment at a time which is least disruptive to the unit/department/base location;

- (ii) The employee endeavors to make reasonable efforts to attend with a practitioner within their community;
- (iii) When non-local resources are utilized, necessary time up to a maximum of one (1) day may be claimed from income protection.

(b) As soon as an employee is aware of a date upon which surgery will occur, they shall notify their manager, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.

(c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

(d) An employee may utilize income protection for any period of time where, the employee's presence constituted a health hazard for patients/clients/residents and/or other employees and the employee was instructed by the Employer to leave their place of duty.

(e) It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The Parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

1302 (a) An employee who is unable to report for work due to illness shall inform their Manager or designate prior to the commencement of their next scheduled shift(s) in accordance with the procedure as determined by the unit/department/base location. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift	2 hours' notice
Prior to evening shift	3 hours' notice
Prior to night shift	3 hours' notice

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 or urgent requirement for care. 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.

- 1303 (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.
- (b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (a) (iv) or compassionate care leave as outlined in 1713 (h). The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one day to read three-quarters (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

Effective April 1, 2027

- (a) Income protection shall accumulate at the rate of one and one-half (1.5) days per month with no maximum.
- (b) Subject to the provisions of 1303 (a) of each one and one-half (1.5) days of income protection accumulated, one point two (1.2) days shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining point three (.3) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (a) (iv) or compassionate care leave as outlined in 1713 (h). The Employer shall maintain an up-to-date record of the

balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one point two (1.2) days to read point nine (.90) of a day and amend point three (.3) of a day to read point six (.60) of a day.

- 1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1305 Except as provided in 1209, income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 1308 (a) If an employee is to be absent for illness for a period exceeding their income protection, including EI credits, they must request, or cause someone on their behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of their last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is on WCB or who is accepted for benefits under an Employer Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1309 Upon request, the Manager or designate shall endeavor to provide the employee the amount of their accrued income protection within two (2) business days of the request.

1310 Income Protection and Workers' Compensation

- (a) An employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to the employee's immediate supervisor.
- (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB).
- (c) By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted or until one hundred and nineteen (119) days from the first day of supplement, whichever is less.
- (d) Regular net salary will be based on the employee's basic salary less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.
- (e) If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.
- (f) Subject to the provision of each plan, the employee may request the Employer reimburse the employee from the supplement in (c) above, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, extended health care plan, Disability and Rehabilitation, and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

- (g) Further to this, the Employer shall notify Workers Compensation of salary adjustments at the time they occur.
- 1311 (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and Employment Insurance contributions.
- (c) The advance(s) will cover the period of time from the date of injury or illness until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed the lesser of:
- (i) seventy percent (70%) of the value of the employee's accumulated income protection credits; or
- (ii) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
- (d) Notwithstanding 1310 (b), the employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB directly to the employee.
- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1312 Work Assessment

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

1313 MPI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident the employee must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- (b) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
- (i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 703, less the employee's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.
- (ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
- seventy percent (70%) of the value of the employee's accumulated income protection credits; or
  - the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
- (c) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- (d) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1314 Family Illness

Subject to the provisions of 1303 (b), an employee may utilize income protection for the purpose of providing care in the event of an illness of a spouse, common-law spouse including same sex partner and fiancé, child, step-child, parent, step-parent, parent-in-law or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

1315 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 a wellness day is 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 contiguous 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 Day 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 program that may relate to the employee.

## **ARTICLE 14 - VACANCIES, PROMOTIONS, AND TRANSFERS**

*Also refer to: Article 31 - Special Provisions Re. Part-time Employees*

*Article 33 - Special Provisions Re. Casual Employees*

- 1401 (a) All vacant positions as deemed required by the Employer, which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
- (b) Applications for vacant positions shall be awarded in the following order:
- Tier 1: Most senior qualified applicant from the site (within the same bargaining unit), within the same Employer (including site employees on layoff) in which the position is posted.
- Tier 2: Most senior qualified casual applicant from the site, within the same Employer in which the position is posted.
- 1402 The Employer agrees to post the name and seniority of the successful applicant for each vacancy within seven (7) working days of the appointment. The name of the successful applicant and their seniority for any position which falls within the scope of this Agreement will be sent to the Union in accordance with Article 506.
- At Step 2 of the grievance process and upon request, the Employer agrees to provide a list of all applicants to a posting including the names, site and seniority of each applicant.
- 1403 (a) All promotions and voluntary transfers within the Employer are subject to a three (3) month trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.
- (b) During the trial period, an employee shall be returned to their former position by the Employer without loss of seniority:
- (i) when the employee proves to be unsatisfactory in the new position; or
- (ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.

Notwithstanding Article 1401 (a), should an employee elect to return to their former position in accordance with (i) or (ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202 and 1401 (b).

- (c) If the employee returns to their former position in accordance with (b) (i) or (ii) above, the employee will be placed in their former position and former employment status. If an employee had replaced them, they to will revert back to their previous position/employment status and so on.
- (d) If the employee returns to their former position in accordance with (b) (i) or (ii) above, but the position no longer exists, the following shall occur:
  - (i) the employee shall be placed in a position as close as reasonably possible to the classification and EFT they were returning to.
  - (ii) In the event that no such position exists, the employee will be placed in a position where they are qualified to work and is as close as possible to the salary scale of their former position.
  - (iii) In the event no position is available as per (i) and (ii) above, the employee shall be placed on lay off.

1404 When an employee is promoted, their new and future salary will be determined as follows:

- (a) The new salary will be at the equivalent step in the employee's new classification (e.g. step on step).
- (b) Subject to 2303, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.

1405 If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the increment step in the new classification that is closest to the employee's current salary.

1406 An employee, who through advancing years or disablement is unable to perform their regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which they are capable. The employee would be paid at the same increment step in the new job as they were in their previous job.

- 1407 (a) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.
- (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.
- 1408 (a) Term Positions
- A "term position" shall be for a specific time period or until completion of a particular project within a specific department.
- (i) The Employer will determine whether positions of less than (3) three months will be posted.
- (ii) Term positions of duration of three (3) months or more shall be posted.
- (iii) Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union except maternity leave up to eighteen (18) months.
- (iv) Terms may be ended earlier than the projected end date provided two (2) weeks notice is given to the employee and the Union.
- (b) When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 1401 (a) and filled in accordance with Article 1202 and 1401 (b).
- (i) All employees may apply for the term position.
- (ii) Additional postings shall not be required for the position of the employee who may be awarded the term position.
- (iii) Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3107.

- (iv) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
  - (v) A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403.
- (c) Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term". In these cases, the Employer shall state on the job posting and all subsequent postings that said term position is an "Indefinite Term" which may expire with one (1) week's notice.
- (i) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
  - (ii) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer. In no circumstance will the notice be less than forty-eight (48) hours.
  - (iii) Indefinite Terms will be for a maximum of one (1) year unless otherwise mutually agreed between the Union and Employer.
- (d) Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Articles 3107 and 2304 shall apply, wherever possible.
- (e) Upon completion of the term position, the employee shall return to their former position.
- (i) In the event that the employee's former position is no longer current, an employee shall be entitled to exercise their seniority to displace an employee in any classification with the same or lower salary range within the site, provided the employee possess the qualifications and ability sufficient to perform the required work, or to accept layoff.
  - (ii) An employee thus displaced shall have the same rights.
- (f) In case an employee on Maternity/Parental Leave wishes to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per 1707 (f), the Employer shall state on the job posting that the said term position is a "MAT LOA term" which may expire sooner than the date indicated, subject to written notice of

a minimum two (2) weeks, or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

(g) Term Employees

Except for maternity leave:

- (i) A "term employee" is one who is newly hired by the Employer for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
- (ii) In the event that a permanent full-time or part-time employee is awarded a term position, that employee shall maintain their permanent status while in the term position.

Full-time and part-time employees shall return to their previous positions upon completion of the term position. Casual employees shall return to their previous status upon completion of the term position.

- (iii) No term employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
- (iv) Should a term employee become permanent without a break in service, their service will be connected for seniority purposes.
- (v) A term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the term employee's hiring.
- (vi) Term employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position.
- (vii) If a term employee is promoted or transferred to a permanent position in a new classification, the employee will be required to complete the full probationary period in the permanent position.

A probationary period may be extended if the Employer so requests and the Union agrees.

- (viii) A term employee shall have no seniority rights in matters of demotion, layoff and recall.

## **ARTICLE 15 - ANNUAL VACATION**

1501 The vacation year for the Employer shall be identified from April 1st - March 31st. Notwithstanding these dates, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

1502 An employee who has completed less than one (1) year's continuous service/length employment as of cut off date indicated in 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.

1503 Annual vacation shall be earned at the rate of:

- three (3) weeks per year commencing in the first year of employment;
- four (4) weeks per year commencing in the fourth year of employment;
- five (5) weeks per year commencing in the tenth\* year of employment;
- six (6) weeks per year commencing in the twentieth\* year of employment.

Casual employees will be paid six percent (6%) vacation pay.

To start accruing in the 2024/2025 vacation year, for utilization in the 2025/2026 vacation year.

1504 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- three (3) weeks per year - 6% of basic pay;
- four (4) weeks per year - 8% of basic pay;
- five (5) weeks per year - 10% of basic pay;
- six (6) weeks per year - 12% of basic pay;
- seven (7) weeks per year - 14% of basic pay (where applicable).

1505 Vacation entitlement shall be the amount of vacation hours accrued in accordance with the rate earned in 1503. Notwithstanding this article, full-time and part-time employees on an unpaid leave of absence greater than four (4) weeks shall be entitled to select unpaid vacation up to the amount they would have otherwise earned under Article 1503 in accordance with their EFT.

Selection of the unpaid vacation shall occur as per the process defined under Article 1507.

1506 The total number of employees that can be on vacation in any one department classification/unit will be determined by the Employer and included in the vacation entitlement posting as per Article 1507. There shall be no "black out" periods for vacation selection.

All requests for vacation leave will be subject to approval of the employee's Manager or designate based on operational requirements and accrued vacation entitlements.

1507 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut off dates as per Article 1501. Priority in the selection of dates shall be given to the employees having the most seniority within each unit/department/base location.

Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

1508 The Employer will post an approved vacation schedule for the entire year a minimum of one (1) week prior to the commencement of the vacation year as set out in 1501. Such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

In extenuating circumstances only, and at the discretion of the Employer, employees may request to have vacation paid out during the vacation year in lieu of taking time off.

1510 Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out at the end of the vacation year.

1511 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by October 15<sup>th</sup> of each year.

(a) The Employer shall post a notice, no later than October 1st of each year, in a prominent area(s) in each facility/base location indicating the

need for employees to request the scheduling of their remaining vacation.

- (b) The Employer will give due consideration to employee preference and individual circumstances. Where a conflict exists between employee preferences, the employee with the most seniority shall be assigned the vacation period in dispute.
- (c) The requests made during the initial selection period in 1507 shall take precedence and shall not be altered by these requests.
- (d) Any vacation entitlement not requested by October 15<sup>th</sup> may, at the discretion of the Employer, be scheduled by the Employer.

1512 An employee who transfers to another unit/department after their vacation request has been approved, shall in consultation with the employee have their vacation scheduled by the Manager or designate of the new unit/department within the time periods remaining during that vacation year.

1513 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

1514 Paid time off that a full-time employee receives for vacation shall be for the full scheduled shift unless otherwise mutually agreed.

*Applicable to ten (10) and twelve (12) hour shift patterns only*

The paid time off that an employee receives under the ten (10) or twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off a seven and three-quarter (7.75) hour shift pattern.

1515 An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled at a time mutually agreed between the employee and the Employer. Where this is not possible, the provisions under Article 1511 shall apply.

A part-time employee requested by the Employer to work, and who works additional hours on a scheduled vacation day, shall receive double time for all hours worked.

1516 Long Service Recognition - Vacation

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) in their twentieth (20<sup>th</sup>) year of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

1517 Notwithstanding 1505, full-time and part-time employees on an unpaid leave of absence greater than four (4) weeks shall be entitled to select unpaid vacation up to the amount they would have otherwise earned under Article 1503 in accordance with their EFT. Selection of the unpaid vacation shall occur as per the process defined under Article 1507.

**ARTICLE 16 - GENERAL HOLIDAYS**

1601 The following are recognized as General Holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1 <sup>st</sup> )	Labour Day
Louis Riel Day (la journée Louis Riel)	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day
Terry Fox Day (la journée Terry Fox)	

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

1602 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) their basic rate of pay.

1603 Subject to 1605 and 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay. Such time shall be placed in the STAT bank.

*Applicable for ten (10) and twelve (12) hour shift scheduling patterns only*

A full-time employee shall receive an alternate seven and three quarters (7.75) hours in lieu of a General Holiday. Employees will be entitled to utilize other banked hours to cover the remainder of the ten (10) or twelve (12) hour shift.

- 1604 Subject to 1603 and 1605, if a general holiday falls on the regular day off of an employee or during their annual vacation, the employee shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 1605 A day off given in lieu of general holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 1606 If a general holiday falls on a day on which an employee is receiving income protection benefits, the employee shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from income protection credits for that day at the employee's basic rate of pay.

*Applicable for Ten (10) and Twelve (12) Hours only*

If a general holiday falls on a day on which an employee is receiving income protection benefits, the employee shall be paid for the holiday and such pay shall not be deducted from income protection credits for the first seven and three-quarter (7.75) hours. However, when the employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from income protection credits for that day at the employee's basic rate of pay.

- 1607 Subject to 1603, full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of General Holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31<sup>st</sup> of any year, the employee shall receive their regular rate of pay for all days banked. Requests for time off will be reviewed and responded to in a timely manner.
- 1608 The Employer will endeavour to provide all employees with at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day

shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

- 1609 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 1610 When a general holiday falls on the employee's regularly scheduled workday, the employee will work the shift in question except in circumstances where the department/unit/program reduces staffing on the general holiday in which case:
- (a) Employees who are regularly scheduled to work on the day that a general holiday occurs will work the shift in question if the employee makes a request in writing at least four (4) weeks in advance to work.
  - (b) In the event there are insufficient shifts for the number of employees who have indicated their availability to work on any general holiday, the available shifts will be assigned in order of seniority first to those employees who are regularly scheduled to work the shift in question.
  - (c) In the event there are insufficient numbers of employees who indicate their availability to work on any general holiday, the Employer reserves the right to schedule qualified employees in reverse order of seniority to meet operational requirements.
- 1611 Employees may request to take general holiday time off from their general holiday bank at least four (4) weeks prior. Approval will be done in a timely manner and will not be unreasonably denied.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1702 (a) An employee who is granted a leave of absence for one (1) year or less, will be returned to their former position upon their return at their former increment step.

- (b) Where the former position noted in (a) above no longer exists, the employee will be returned to their former classification with the same Employer at their former increment step.
- (c) An employee who is granted a leave of absence for a period of over one (1) year, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on their return, is assured only of preferential consideration as to placement in a vacancy with the Employer most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is less. If the position returned to is a higher classification than the one the employee left, the employee would be put at the first step of the salary range for that classification.
- (d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to their former classification with the Employer at their former increment step provided that the employee returns to work within the two (2) year period.

1703 An employee not reinstated in their former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy within the site and with the same Employer which is at the level of their former position.

1704 Maternity and Parenting Leave

Maternity Leave can only be taken by the biological mother who is unable to work because they are pregnant or have recently given birth. Parental Leave includes Paternity, Adoption Leave and parent of an infant born via surrogate.

1705 Maternity Leave

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave "Plan A" or Maternity Leave "Plan B" but not both.

(a) Maternity Leave - Plan A

A pregnant employee shall receive Maternity Leave of seventeen (17) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) continuous months employment with the Employer as of the intended date of leave unless otherwise agreed to by the Employer.

- (ii) An employee must submit a written request not later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii) An employee must provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;
- (iv) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 1303 (b).

- (v) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if they so choose, to use accumulated income protection credits for that portion of the Maternity Leave during which they would have been unable to work due to health-related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health-related condition.

(b) Maternity Leave - Plan B

- (i) In order to qualify for Plan B, a pregnant employee must:
  - (A) have completed six (6) continuous months of employment with the Employer as of the intended date of leave;
  - (B) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;

- (C) provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;
  - (D) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to *The Employment Insurance Act*.
- (ii) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- (A) they will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the employee 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; and
  - (B) they will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified by the Employer; and
  - (C) should the employee fail to return to work as provided under (A) and/or (B) above, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of Maternity Leave.
- (iii) An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 (a) (iii);
  - (b) 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 date of delivery,

if delivery occurs after the date mentioned in that certificate, as in Article 1705 (a) (iii);

- (c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Manager.
- (iv) Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to *The Employment Insurance Act*, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.

Following receipt of the above proof, the Employer shall provide the employee a Maternity Leave allowance with the Supplemental Unemployment Benefit (SUB) Plan up to a maximum of seventeen (17) weeks broken down as follows:

- (A) for the first (1<sup>st</sup>) week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
- (B) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
- (C) all other time as may be provided under Article 17, shall be on a leave without pay basis.
- (v) An employee may end their Maternity Leave earlier than the date specified by giving their Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date the employee wishes to end the leave.
- (vi) Plan B does not apply to an employee occupying a term position who does not own a permanent position or employees hired on a seasonal basis.
- (vii) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

- (viii) Conditional on the continuance of funding bodies' policies to reimburse the Employer for Maternity Leave - Plan B, the Employer will provide employees with Maternity Leave in accordance with the provisions of Article 1705 (b).

1706 Sections 52 through 57.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting Maternity Leave shall apply.

1707 Parental Leave

- (a) In order to qualify for Parental Leave, an employee must be the natural parent of a child or must assume actual care and custody of their newborn child (Paternity Leave) or are one of the parents who adopt a child under the law of the province (Adoption Leave) or are one of the parents of an infant born via surrogate.
- (b) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (c) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (d)
  - (i) An employee who qualifies in accordance with (a), (b) and (c) above must have completed six (6) months of continuous employment with the Employer to be entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.
  - (ii) Except as outlined below, an employee must use current annual vacation, which was earned during the previous vacation year, during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parenting Leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks but is less than fifty-four (54) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days (e.g.: 38.75, 40 hours) of current annual vacation, pro-rated for part-time. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

(iii) Subject to 1707 (e) below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

(e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work, unless otherwise approved by the Employer.

(f) An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wants to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in their former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702 (c) and 1703 above will apply.

1708 In the event of a medical assistance in dying (MAID) an employee can elect to commence bereavement leave under 1711 on the date of the scheduled death.

1709 Legal and Investigative Proceedings

Except as provided for in Article 11 - Arbitration Procedure, the following shall apply to Legal and Investigative Proceedings:

(a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, inclusive of shift premiums and remit to the Employer any jury or witness fees received, only for those days they

were normally scheduled to work. The employee shall not request reimbursement for, or be required to remit, any reimbursement of expenses for such duty.

- (b) If an employee is subpoenaed as a witness in a work-related matter on their scheduled day off, the Employer and the employee will mutually agree on an alternate time off in lieu.
- (c) Where the Employer requires the employee to participate as a witness in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the employee's regular day of work, the Employer will compensate the employee for the investigation meeting time at the appropriate rate of pay.
- (d) An employee required to attend a court proceeding as a part to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.

1710 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours 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.

1711 Bereavement Leave

- (a) An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a spouse, common-law spouse, fiancé, same sex partner, parent, step-parent, mother-in-law, father-in-law, former legal guardian, child, stepchild, daughter-in-law, son-in-law, sibling, step-sibling, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild and any other relative or current foster child who had recently been residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

Bereavement leave may be extended by up to two (2) additional regularly scheduled consecutive days without loss of pay and benefits as may be necessitated by reason of travel to attend the internment, funeral or initial memorial service.

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

- (b) Provided that the employee has not received bereavement leave in accordance with 1711 (a), an employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits for loss of pregnancy as follows:
  - (i) for an employee who experiences a loss of pregnancy which ends in miscarriage or stillbirth; or
  - (ii) for an employee who enters into a surrogacy agreement, and the contracted surrogate experiences a loss of pregnancy or stillbirth; or
  - (iii) for another person who experiences a loss of pregnancy which ends in miscarriage or stillbirth and the employee:
    - (A) is the person's spouse or common-law partner, or
    - (B) is the person's former spouse or common-law partner and would have been a biological parent of the child born as a result of the pregnancy.

Such days may be taken only in the period which extends from the date of death up to and including the day following internment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

- (c) Provided that the employee has not received bereavement leave in accordance with 1711 (a), necessary time off up to one (1) day at basic pay will be granted an employee to attend an internment, funeral or initial memorial service as a pallbearer.
- (d) Provided that the employee has not received bereavement leave in accordance with 1711 (a), necessary time off up to one (1) day at basic pay may be granted an employee to attend an internment, funeral or initial memorial service as a mourner.
- (e) For the purposes of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the employee.

1712 Emergency Leave

Leave for purposes such as serious personal loss due to a house fire or flood, will be considered on their own individual merits and may be granted at the Employer's discretion subject to operational requirements. An employee granted a leave may request to utilize any banked time available to them.

1713 Compassionate Care Leave

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

- (a) An employee must have completed at least ninety (90) days of employment with the Employer as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member 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:
    - (A) the day the certificate is issued; or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.

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

For certainty, a leave may be taken after the end of the twenty-six (26) week period set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee;
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of *The Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) and 1205 (d) (unpaid leaves).
- (h) Where applicable and subject to the provisions of 1303 (b), an employee may apply to utilize accumulated income protection credits to cover part or all of the Employment Insurance waiting period providing that it isn't greater than two (2) weeks.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 1711.

#### 1714 Citizenship Leave

Employees shall be granted the necessary time off, up to four (4) hours, without loss of basic pay to attend a citizenship ceremony to receive a certificate of citizenship to become a Canadian citizen. The employee shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

Should the employee wish to utilize bank time to cover the remainder of their shift, such requests shall be considered, subject to operational requirements, but will not be unreasonably denied.

1715 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs in accordance with Article 3006.

1716 Leave for Public Office

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

1717 Union Leave

Upon two (2) weeks prior written notice to the Employer, an employee elected or appointed to represent the Union at a convention or other formal Union function, shall be granted necessary leave of absence without pay for the full shift provided that leaves of absence for Union business are reasonable and during July and August are compatible with the departmental vacation schedule, and unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department.

The Employer will continue to pay the employee subject to total recovery of payroll and related costs by the Employer from the Union. The Union will provide the Employer with written confirmation of dates requested.

1718 An employee who is elected or appointed to a full-time position with the Union, or with a recognized labour body, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office. Such employee may receive their pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1719 Interpersonal Violence Leave

(a) For the purposes of this Article the meaning of “common-law partner”, “dependant”, “interpersonal violence” and “parent” are as defined in sections 59.9(1) and 59.11(1) of *The Manitoba Employment Standards Code*.

- (b) An employee is entitled to interpersonal violence leave if:
  - (i) the employee or a dependent is a victim of interpersonal violence; and
  - (ii) the employee has been employed by the same Employer for at least ninety (90) days.
- (c) An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
  - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
  - (ii) leave of up to seventeen (17) weeks to be taken in one continuous period;
  - (iii) employees can take the leave in any order that meets their individual circumstances.
- (d) An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependant:
  - (i) to seek medical attention in respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;
  - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
  - (vi) Any other prescribed purpose.
- (e) For the purpose of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:
  - (i) a parent;

- (ii) a parent or child of a person referred to in clause (i);
  - (iii) a spouse or common-law partner of the child;
  - (iv) a child of the child; or
  - (v) any other person who lives with the child as a member of their family.
- (f) Subject to Article 1719 (g), leave taken under this section is unpaid leave.
- (g) An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under Article 1719 (h) the employee notifies the Employer which days, if any, are to be paid leave.
- (h) Subject to Article 1303 an employee shall be entitled to utilize income protection or banked time for the five (5) days paid leave in Article 1719 (g).
- (i) If an employee takes any part of a day as leave under this Article, the Employer may count that day as a day of leave for the purpose of this Article.
- (j) An employee who wishes to take leave under this article must provide as much notice as is reasonable and practicable to the Employer.
- (k) An employee who has taken leave under 1719 (c) (ii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (l) An employee taking leave under this Article is required to provide the Employer with reasonable verification of the necessity of the leave upon request.
- (m) Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure to another employee is required in order for them to carry out their duties, where disclosure is required by law or where the employee has given consent.

**ARTICLE 18 - HOURS OF WORK**

1801 Regular daily, biweekly and annual hours of work for full-time employees shall consist of one of the following:

- (a) seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly and two thousand and fifteen (2015) hours per year; or
- (b) seven and one-half (7.50) hours per day, seventy-five (75) hours biweekly and one thousand, and nine hundred and fifty hours (1950) per year; or
- (c) seven and one-quarter (7.25) hours per day, seventy-two and one-half (72.50) hours biweekly and one thousand, eight hundred and eighty-five hours (1885) per year; or
- (d) eight (8) hours per day, eighty (80) hours biweekly and two thousand and eighty hours (2080) per year; or
- (e) nine point six-nine (9.69) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or
- (f) eleven point six-two-five (11.625) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or
- (g) A combination of shifts of eleven point six-two-five (11.625) hours per day and seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year.
- (h) For clarification purposes it is understood that the daily hours of work in (a), (b), (c), and (d) above are referenced in this Collective Agreement as eight ("8") hour shifts. The daily hours of work in (e) above are referenced in this Collective Agreement as ten ("10") hour shifts, and the daily hours of work in (f) above are referenced in this Collective Agreement as twelve ("12") hour shifts.

1802 **Rest Periods**

- (a) A paid rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

- (b) Shift lengths of eleven point six-two-five (11.625) hours per day shall be inclusive of two paid fifteen (15) minute rest periods.
- (c) An employee who is required by the Employer to remain in the work site and required to work during the rest period, shall receive pay at overtime rates for the entire rest period.
- (d) An employee whose rest period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.
- (e) Employees may combine rest breaks and meal breaks by mutual agreement between employees and manager(s). This will be subject to operational requirements. Breaks will not be combined for the purposes of ending the shift early.

1803 Meal Periods

- (a) An unpaid meal period will be scheduled by the Employer and will not be less than one-half ( $\frac{1}{2}$ ) hour or more than one (1) hour in duration.
- (b) The meal periods for shift lengths of eleven point six-two-five (11.625) hours per day shall consist of:
  - (i) one unpaid meal period thirty (30) minutes in duration; and
  - (ii) one meal period thirty (30) minutes in duration that will be comprised of seven and a half (7.5) minutes unpaid time and twenty-two and a half (22.5) minutes paid time.
- (c) An employee who is required by the Employer to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- (d) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1804 Whenever possible, rest periods and meal breaks will be every two (2) hours and not within one and one-half hours (1.5) from the start of the shift.

1805 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

- 1806 Where the Employer plans to implement a split shift the Union will be notified in advance. There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- 1807 (a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at their basic rate of pay; however, when such employee works for any portion of their scheduled shift, they shall receive pay for that entire shift.
- (b) Except as provided in 3107 (e), when an employee is called in to work a full shift as provided in 1801 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, they shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.
- 1808 Shifts of Less than the Regular Daily Hours
- (a) The terms and conditions of the Collective Agreement shall apply to employees working shifts of less than seven and a quarter (7.25) hours except as provided thereafter.
- (b) Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:
- (i) Shifts of three (3) hours to five (5) hours shall include one (1) fifteen (15) minute paid rest period.
- (ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.
- (iii) Shifts of greater than six (6) hours but less than seven and a quarter (7.25) hours shall include two (2) fifteen (15) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period.
- (c) In the event an employee is required to work beyond the end of the scheduled shift, the employee shall be paid for all hours worked in excess of the scheduled shift length at the employee's basic salary up to the daily regular hours of work for eight (8) hour shifts applicable to the unit in accordance with Article 1801.
- (d) Overtime rates of pay shall be applicable for time worked in excess of regular hours of work, in accordance with Article 2001.

- (e) Article 1808 (b) above does not preclude the Employer from establishing a shift of less than three (3) hours in duration.

## **ARTICLE 19 - SHIFT SCHEDULES**

1901 Shift schedules shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1301 (c) and 1719 (k). Where seven (7) calendar days of such notice is not given to the employee, they shall receive payment at the applicable overtime rate for all such work performed.

1902 Shift patterns shall, unless otherwise mutually agreed, provide for the following:

(a) Applicable for eight (8) hour shift patterns

An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum fifteen (15) hours), unless otherwise agreed to between the employee and the Employer.

Applicable for ten (10) or twelve (12) hour shift patterns

At least two (2) consecutive days off at one time.

In the event the shift pattern is a combination of eight (8) and twelve (12) hour positions, the minimum fifteen (15) hours off between assigned shifts shall continue to apply for those positions with only eight (8) hour shifts.

(b) Alternate weekends off will be granted whenever possible or three (3) weekends off in each six (6) week period.

(c) Applicable to eight (8) hour shift patterns

No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.

(d) Days off will be consecutive wherever possible.

(e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be

assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each shift pattern. This may be amended if the majority of employees affected are in agreement.

- (f) A full-time employee who is receiving the minimum of every third weekend off and who works the third shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second shift (commencing at or about 0800 hours) on the Monday following.

1903 In cases where a shift commences at a time other than one of those specified in Article 713, the shift shall be considered to be the one in which the majority of hours falls.

1904 The trial and implementation of ten (10) hour, twelve (12) hour or combinations of eight (8) and twelve (12) hour shift patterns shall observe the conditions listed hereinafter:

- (a)
  - (i) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
  - (ii) Implementation of the ten (10) or twelve (12) hour shift pattern on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
  - (iii) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
  - (iv) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the ten (10) or twelve (12) hour shift pattern. To continue with the new shift pattern there must be mutual agreement between the Employer and the affected employees.
  - (v) The Employer shall advise the Union of any introduction of a ten (10) or twelve (12) hour shift schedule on a trial basis and whether the shift pattern will be implemented.
- (b) For 9.69 ("10") hour shift pattern, full-time hours of work shall provide:
  - (i) eight (8) shifts of 9.69 ("10") hours duration in each biweekly period; or

- (ii) twenty-four (24) shifts of 9.69 ("10") hours duration in each three (3) consecutive biweekly periods.
- (c) For 11.625 ("12") hour shift patterns or combinations of "eight" ("8") and "twelve" ("12") hour shift patterns, full-time hours of work shall provide:
- (i) That there shall be an average of six (6) shifts of 11.625 ("12") hours duration and one (1) shift of seven point seven five (7.75) hours duration in each biweekly period; or
  - (ii) That there shall be twenty (20) shifts of 11.625 ("12") hours duration in each three (3) consecutive biweekly periods of the shift patterns; or
  - (iii) That there shall be a combination of shifts of 11.625 ("12") hours duration and seven point seven five (7.75) hours duration that equal an average of seventy-seven and one-half (77.50) hours biweekly averaged over the three (3) consecutive biweekly periods in the shift pattern;
  - (iv) Coverage of the 11.625 ("12") hour shifts are to be provided by twelve hours and fifteen minutes (12.25) which includes both paid and unpaid time;
  - (v) Where reasonably possible the Employer shall endeavor to schedule a maximum of four (4) consecutive shifts in a row.
- (d) Where payroll limitations exist such that only two (2) decimal points can be entered in regard to shift length, the shift length shall be rounded up to two (2) decimal points.

1905 Relief Positions and Schedules

The following conditions shall apply to Relief Positions:

- (a) Relief positions are created by the Employer; the positions shall be posted as per Article 14 and shall include the base location.
- (b) The rotation shall be a non-recurring rotation and posted as per Article 1901.
- (c) The job posting will identify that the shift pattern may be different for each posted schedule.

- (d) Consultation shall occur with the individual employee prior to the posting of the shift schedule.

1906 Float Positions and Schedules

- (a) Float positions shall be posted in accordance with Article 14 and shall include the base location.
- (b) Subject to 1901 and 1903, float schedules shall have recurring shift patterns and are assigned to unit(s) based on patient care requirements.

1907 Reassignment

In the event that the Employer needs to reassign staff due to operational requirements, reassignments of qualified employees will be made in an equitable manner (with seniority as the prioritizing factor) where the need exists.

- 1908 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility, and shall not be unreasonably denied.

1909 Shift Pattern Change

Should the Employer desire to permanently make changes to the shift pattern (master rotation) that may affect the shifts in the pattern (Day/Evening/Night and weekends) or start and end times of shifts, the Employer shall serve ninety (90) days' notice to the Union.

The Employer and the Union shall enter discussions regarding the process for employee rotation selection to be done in seniority order.

**ARTICLE 20 - OVERTIME**

- 2001 Overtime shall be the time worked in excess of the daily or biweekly hours of work as specified in Article 18, or in excess of the normal equivalent full-time hours in the shift schedule in effect on the unit/base location for both full-time and part-time employees, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 2002.

- 2002 (a) Employees shall receive two (2x) times their basic rate of pay for authorized overtime in any one (1) day.
- (b) In addition to the basic rate of pay for rest periods, employees shall receive an additional one (1x) times their basic rate of pay for authorized overtime due to a missed paid rest period.
- (c) An employee who works authorized overtime on a general holiday shall receive two and one-half (2½x) times the employee's basic rate of pay.
- 2003 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 eighty (80) 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.
- 2004 Overtime may be cancelled by the Employer prior to the employee reporting for duty as follows:
- (a) Except as stated in (b) below, notification for the cancellation of overtime shall be provided a minimum of three (3) hours prior to the commencement of the start of the overtime period.
- (b) In the event the overtime was authorized within three (3) hours of the commencement of the overtime period, the overtime may be cancelled as soon as reasonably possible.
- (c) Should the employee report for duty prior to the cancellation of the overtime, the employee shall be paid three (3) hours at overtime rates.
- 2005 Subject to Article 3103, an employee who is absent on paid time off during their posted shift schedule shall, for the purpose of computing overtime pay, be considered as if the employee had worked their regular hours during such absence.
- 2006 (a) Employees working two (2) consecutive full shifts as provided in 1801 shall receive two (2x) times the employee's basic rate of pay for the additional shift.

- (b) For periods of overlap, the employee shall not get the period of overlap paid twice. Employees will receive their basic rate of pay for the period of overlap.
- 2007 (a) Overtime shall be distributed (offered) as equitably as reasonably possible among employees who have declared their availability and are qualified to perform the available work. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.
- (b) Employees will not be provided preference for overtime during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.
- (c) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.
- (d) No employee shall be required to work overtime against their wishes when other qualified employees are available and willing to perform the required work.
- 2008 Where a full-time employee is required to report back to work outside their regular working hours Article 2104 shall apply.
- 2009 An employee required to work overtime, without advance notice, for a period in excess of two (2) hours immediately following their regular hours, of work a payment of twelve dollars (\$12.00) shall be made.
- 2010 When time switches from Central Standard to Daylight Saving Time and vice-versa, an employee shall be paid for actual scheduled hours and where the number of hours exceeds the normal daily hours of work the employee shall be paid at the applicable overtime rate for all hours scheduled in excess of the normal daily hours of work.

## **ARTICLE 21 - STANDBY AND CALLBACK**

*Also see: Article 20 - Overtime*

*Article 22 - Premiums*

*Article 26 - Transportation Allowance*

*Article 31 - Special Provisions re. Part-time Employees*

*Article 33 - Special Provisions re. Casual Employees*

- 2101 "Standby" shall refer to any period of time duly authorized by the Employer during which an employee designated by the Employer is required to be immediately available by telephone or other contact and may be required to report to work without undue delay.
- 2102 An employee who is designated by the Employer to be on standby, shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or a pro rata payment for any portion thereof. Shift premiums are not applicable.
- 2103 An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.
- 2104 When an employee returning on a callback is on route and the callback is cancelled, the employee shall be paid for not less than one (1) hour at straight time rates.

## **ARTICLE 22 - PREMIUMS**

### 2201 (a) Evening Shift

Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of two dollars and twenty-five cents (\$2.25) per hour for that shift.

The evening shift premium shall also be applicable to each hour worked after 1600 hours on a modified day or evening shift during which at least two (2) hours are worked after 1600 hours.

### (b) Night Shift

Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of three dollars and seventy-five cents (\$3.75) per hour for that shift.

- 2202 Shift Premium and Weekend Premium shall be payable on hours worked at overtime rates.

2203 Weekend Premium

A weekend premium of five dollars and seventy-five cents (\$5.75) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 1800 to 2400 on the Friday evening shift, all shifts worked on Saturday and Sunday and 0001 to 0730 on the night shift which is considered to be the first shift of a Monday.

This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 717.

Weekend premiums shall be paid out to employees, regardless of their employment status, once funding is received from the Winnipeg Regional Health Authority (WRHA).

**ARTICLE 23 - SALARIES, INCREMENTS AND TEMPORARY ASSIGNMENTS**

2301 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

- 2302 (a) Employees shall be paid every two (2) weeks.
- (b) Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1801, the Employer agrees to issue a manual cheque or direct deposit within four (4) business days after becoming aware of the error, upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

2303 Increments for full-time employees shall be due on the anniversary date of the employee's date of employment. Subject to Article 1203 (c), when an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2304 Temporary Assignment of Duty

- (a) In the event that an employee is assigned temporarily to a higher paid position with the Employer, within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid the higher of one dollar and seventy cents (\$1.70) per hour, or the Start rate for the higher classification from the first day of assuming such position with

the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which the employee is assigned.

- (b) In the event that an employee is assigned temporarily to a higher paid position within the jurisdiction of the Employer but which is out of scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid a premium of one dollar and eighty cents (\$1.80) per hour.

2305 (a) All retroactive wage and benefit adjustments shall be made payable within twenty-one (21) calendar days of ratification of this Agreement. Such payments will be made on a separate deposit from their regular pay. Employees must be employed by the Employer as of the date of ratification to be eligible for any retroactive payments.

- (b) Failure to meet the commitment in (a) above shall result in the parties meeting to determine a remedy if appropriate.

Where the parties are unable to come to an agreement or a remedy if appropriate, the Parties will refer the matter to expedited arbitration.

2306 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A" plus academic allowance where applicable.

2307 The Employer shall endeavor to have detailed cheque stubs made available one (1) day preceding payday, or earlier if possible.

2308 (a) When an employee reports to work, or is called, and is requested to work in a lower paid classification the employee shall be paid their current rate of pay.

- (b) When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.

2309 No employee will be temporarily assigned to a vacant position for more than three (3) months. If after three (3) months the position is still to be filled on a temporary basis, a temporary appointment will be made.

2310 Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that the employee furnishes proof of enrolment and satisfactory progress towards the completion of the course.

2311 Telephone calls outside of work hours

When an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- (a) An employee who has not completed their regular daily or biweekly hours of work shall be paid at their basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at their basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
- (b) An employee who has completed their regular daily or biweekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
- (c) For purposes of calculation as per (a) and (b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- (d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their Supervisor for processing.
- (e) The Parties agree that when an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the telephone consult shall not constitute a callback to work.

**ARTICLE 24 - PRE-RETIREMENT LEAVE**

2401 Employees who:

- (a) retire at age sixty-five (65) years; or

- (b) retire after age sixty-five (65) years; or
- (c) have completed at least ten (10) years continuous service/length of employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (d) have completed at least ten (10) years continuous service/length of employment with the Employer, whose age plus years of service equal eighty (80);

shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment calculated in accordance with Article 2402.

- 2402 Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the site with the Employer and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

$$\frac{\text{Total Seniority on Date of Retirement}}{\text{Full-time Hours}} \times 4 \text{ days}$$

- 2403 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.
- 2404 Permanent employees who terminate employment at any time due to permanent disability shall 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.
- 2405 Where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to their estate.
- 2406 An employee who has received a pre-retirement benefit under the provisions of this article that is re-hired by any Employer that is part of any Employers Organization will not be entitled to receive the pre-retirement benefit again.
- 2407 Conditional on the continuance of funding bodies' policies to reimburse the Employer for pre-retirement leave, the Employer will provide employees with pre-retirement leave in accordance with the provisions of Article 24.

**ARTICLE 25 - EMPLOYMENT SECURITY, LAYOFF AND RECALL**

2501 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

2502 Employment Security

(a) The Employer shall notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of staff.

(i) identification of position;

(ii) name of incumbent(s);

(iii) reasons for deletion.

(b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.

(c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.

(d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

(e) In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the employee shall be:

(i) given the opportunity to fill any current vacancy with the Employer provided they possess the seniority, qualifications and ability to perform the position; or

(ii) Article 2505 (b) shall apply.

Any employee thus displaced shall have the same rights.

(f) Should the employee choose to not exercise seniority rights under Article 2505 (b) then the employee shall be placed on layoff.

- (g) In the event of (e) above occurring or in the event of the closure of a Site and in conjunction with (h) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with future employment opportunities.
- (h) The Employer and Union will also cooperate with other Employers, Unions, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader retraining effort where reasonably possible.

2503 Layoff

In the event of a layoff, employees other than probationary or term employees shall receive notice or pay in lieu of such notice as follows:

- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
- (b) four (4) weeks' notice for layoff of more than eight (8) weeks.

2504 When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

- 2505
- (a) If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.
  - (b) If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise their employer seniority to displace an employee in any classification within the bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.
  - (c) When exercising their seniority, an employee shall not be entitled to displace into more than one established position within the Employer.
  - (d) For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering displacing into is within three percent (3%) of the maximum of the salary range for the position currently held by the employee.
  - (e) Should the employee displace into a position with a salary range considered to be the same, the employee will be paid at the same increment level that they currently hold.

- (f) In the event an employee chooses not to exercise their rights under 2505 (b) above, the employee shall be placed on layoff.

2506 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when the employee returns to work on an incidental basis.

2507 Notwithstanding Article 3107 additional available shifts/hours shall be offered to an employee on layoff, before part-time and casual employees, provided the employee possesses qualifications and ability sufficient to perform the required work. The employee on layoff will receive preferential consideration for the assignment of additional available shifts/hours provided that this will not result in the employee working in excess of their previous EFT commitment. Notwithstanding Article 1908, when an employee does not work part or all of said additional available shifts/hours, for any reason, payment shall be made only in respect of hours actually worked.

In the event the employee accepts additional available shifts/hours, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- (a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time Hours}} \times \text{Entitlement of Full-time Employee}$$

- (c) Seniority shall be calculated in accordance with regular paid hours;
- (d) The employee shall be paid five percent (5%) of the basic rate of pay in lieu of time off on General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit;
- (e) Participation in benefit plans is subject to the provisions of each plan.
- (f) Any period of time during a layoff when the employee works additional available shifts/hours or works in a term position shall not extend the three (3) year period referenced in Article 1206 (c). However, an employee on layoff who is recalled into a term position shall retain their

right to be recalled into a permanent position while working in the term position.

- (g) Employees working such additional shifts shall retain their increment step for their previous position they had prior to being placed in layoff.

- 2508 In the event of a permanent layoff, accumulated vacation, General Holidays, and banked overtime shall be paid out at the time of the layoff. In the event of a temporary layoff, an employee may request to have their accumulated vacation, General Holidays and banked overtime paid out. Any remaining hours within these banks will be paid out at the appropriate year end in accordance with the Collective Agreement.
- 2509 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 2510 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 2511 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.
- 2512 Recall
- No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.
- 2513 Recall shall be made in writing either by personal service or registered mail and shall provide for at least one (1) week's notice to report back to work. To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with their current address, and contact information, and further, must inform the Employer of any address changes.
- 2514 Laid off employee(s) shall be recalled in seniority order to vacancies occurring at Calvary Place Personal Care Home in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work.

2515 Should a laid off employee be recalled to a term position, the provisions of the Collective Agreement shall apply as modified hereinafter:

- (a) an employee who is awarded a term position which is of a lesser EFT than what the employee occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional available hours in accordance with Article 3107 (a) providing that this will not result in the employee working in excess of their previous EFT commitment;
- (b) at the expiry of the term position, the employee will return to the recall list;
- (c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2516 The right of an employee who has been laid off to be recalled will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in 2511, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of layoff.

2517 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that they decline employment in a lower classification or lower EFT than the employee held prior to layoff, shall not terminate for failure to report for duty in that instance.

#### **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

2601 If the Employer requires an employee to:

- (a) Arrive at or leave the facility between 0001 and 0600 hours and if they do not have their own transportation and if public transportation is not readily available, the Employer will reimburse the employee for taxi fare/ridesharing (Uber, Lyft, etc.).
- (b) Return to the worksite on a callback shall be paid the prevailing Province of Manitoba mileage rate per kilometre for use of their own

personal vehicle subject to a minimum of five dollars (\$5.00) and a maximum of twenty-five dollars (\$25.00) return trip or reimbursed taxi fare/ridesharing (Uber, Lyft, etc.) to and from the worksite subject to a maximum of twenty-five dollars (\$25.00).

- (c) (i) Use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, the employee shall be reimbursed in accordance with the applicable prevailing Province of Manitoba mileage rates with a minimum of five dollars (\$5.00) per return trip.
- (ii) On a regular basis, to use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, to travel to meetings and appointments within the community area, often within a few kilometers or less, the Parties agree that the minimum payment per trip shall not apply.

2602 Escort Duty

An employee reporting for work and/or assigned to escort duty shall be paid at the appropriate rate of pay for time involved with the patient, with a minimum guarantee of three (3) hours pay. Where such escort duty results in the employee being away from the work site for four (4) hours or more, the employee shall be reimbursed twelve dollars (\$12.00) for the purchase of a meal.

**ARTICLE 27 - EDUCATION AND TRAINING**

2701 Employees shall be encouraged to improve their abilities by participation in available training programs.

2702 After written application from an employee and at the sole discretion of the Employer, necessary paid time off and/or subsidies may be granted to the employee to attend educational, continuing education required by their designation, and training programs, which are relevant to their employment with the Employer. Such leave will not be unreasonably denied.

2703 Course Attendance

- (a) (i) Where the Employer requires an employee to attend educational conferences, workshops, programs, certifications or courses during their regular hours of work, the employee shall be paid their regular rate of pay (at straight time rates). The

Employer shall pay all registration/tuition fees and approved expenses.

- (ii) Where the Employer requires an employee to attend educational conferences, workshops or courses outside of their regular hours of work, the employee shall either be paid their regular rate of pay (at straight time rates), or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the schedule of the program attended, and they shall be paid their regular pay (at straight time). The Employer shall pay all registration/tuition fees and approved expenses.
- (b) An employee required by the Employer to attend educational conferences, workshops, or courses (outside of their city/town or an eighty (80) km boundary) that requires an overnight stay of one night or more, shall be paid as follows:
- (i) Where the employee leaves for, or attends the conference, workshop or course during their regular work day, they shall be paid their regular day's salary for that day.
  - (ii) Where the employee attends a course or conference outside of their regular working hours, for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular day's salary for their normal shift length. Anything past their regular shift length shall be paid the regular rate of pay prorated for less than twenty-four (24) hour periods.
  - (iii) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at their regular rate of pay.
  - (iv) All travel arrangements and accommodations must be approved by the Employer in advance.
  - (v) Employees are entitled to cash advances for anticipated expenses related to an out-of-town trip.

2704 An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications provided the examination is related to their employment with the Employer.

2705 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

It is understood that individual employee meetings are not considered staff meetings for the purposes of this Article.

2706 Unless mutually agreed otherwise, employees who are hired by the Employer in an underfill capacity shall pay for any training and/or education required to achieve the minimum qualifications of the position they are underfilling.

2707 Education, training, workshops or courses necessary to achieve a federal, provincial or municipal certification, licensure or ticket which is necessary for the employee's classification as stipulated in the specific job description, including any mandated recertification, renewal or relicensing, will not be subject to Employer payments as noted above and the employee will be responsible for all associated costs. However, at the sole discretion of the Employer mileage and expenses such as parking may be reimbursed.

This shall also apply when a regulatory body requires educational conferences, workshops or courses to be taken to maintain a ticket, license or certificate.

## **ARTICLE 28 - NOTICE OF TERMINATION OF EMPLOYMENT**

2801 An employee may terminate their employment by giving four (4) weeks' written notice, exclusive of vacation.

Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform their regular duties.

2802 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee; or
- (b) during the probationary period of an employee without recourse to the grievance procedure; or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

2803 The Employer may give equivalent basic pay in lieu of notice.

- 2804 Subject to other provisions contained in this Agreement relative to termination of employment, the Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement on the pay deposit applicable to the pay period in which the termination date has occurred. Where an employee's employment is terminated by the Employer, the Employer will make available within ten (10) calendar days after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation time.
- 2805 The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.

### **ARTICLE 29 - DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 2901 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer as determined by the Employer or designate. Such employee shall be advised promptly in writing, either by registered mail or personal service, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 2902 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if they so desire.
- 2903 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 2904 Upon written request, an employee shall be given the opportunity to examine any document which is placed in their personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee, and the employee's reply to any such document shall also be placed in their personnel file. Upon written request the employee shall also receive an exact electronic copy of any document forming part of their file at their own expense. The Employer shall endeavor, where reasonably possible, to provide the copy within three (3) business days.
- 2905 An employee accompanied by a Union Representative if the employee so elects, may examine their personnel file on request within seven (7) calendar days. The employee shall have recourse to the grievance procedure to dispute any derogatory entry in their 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.

- 2906 An employee required by the Employer to attend a disciplinary, investigative and/or attendance support meeting outside of their regular scheduled hours shall be compensated at the appropriate rate of pay for the duration of the time the employee is in attendance at the meeting.
- 2907 There shall be one (1) personnel file maintained by the Employer for each employee.
- 2908 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

### **ARTICLE 30 - EMPLOYEE BENEFITS**

3001 **Dental Plan**

The Parties agree that during the life of this Agreement, the HEB Manitoba (Healthcare Employee Benefit Plans) sponsored Dental Plan will be cost-shared on a 50/50 basis.

3002 **Healthcare Employee Benefit Plans (HEB) Disability and Rehabilitation Plan**

The HEB Manitoba Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. The Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Manitoba Disability and Rehabilitation Plan.

The Parties agree that income protection credits and Workers Compensation benefits will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

- 3003
- (a) The Parties agree to participate in the HEB Manitoba Pension Plan (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEB Manitoba Pension Plan Trust Agreement, HEB Manitoba Pension Plan text and other applicable written policies and guidelines.
  - (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this Agreement but shall be subject to adjudication in accordance with the terms of HEPP.
  - (c) In the event that the contributions required by the HEB Pension Plan text are not sufficient to fund the necessary pension benefits, the Parties to this Agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

3004 Extended Health Care Plan:

- All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEB Manitoba Extended Health Care Plan.
- New employees will, as a condition of employment, be required to participate in the Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Plan premiums will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

Any other enrolment changes will be as per the HEB Manitoba plan text.

3005 Health Spending Account (HSA):

- A Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba Disability "Enhanced" Extended Health Benefit Plan and the HEB Manitoba Dental Plan.
- The annual HSA benefit amounts shall be:

Effective date of ratification:

- \$1,250 for full-time employees;
- \$1,000 for part-time employees.

- For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if the employee has been paid by the Employer for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.
- A “year” or “the annual HSA benefit” is defined as the calendar year - January 1<sup>st</sup> to December 31<sup>st</sup>.
- In order to be eligible for the HSA an employee must be enrolled in the Extended Health Care Plan.
- New employees who become enrolled in the Extended Health Care Plan will commence HSA coverage following one (1) year participation in the Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

3006 Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer's and the employee's share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any unpaid LOA.

Subject to the terms of the plan, where an employee is on any return-to-work program where all or a portion of the employee's wages are being paid by the Employer, the Employer will pay the Employer's share of the premiums on the condition the employee is paying their share.

**ARTICLE 31 - SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES**

3101 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in accordance with Article 1801 (e.g., 1885, 1950, 2015 and 2080 hours) in any one year.

3102 Income Protection in Case of Illness

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

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

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

### 3103 Annual Vacations

- (a) Part-time employees shall earn vacation on a pro rata basis in accordance with this formula:

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

- (b) Part-time employees may select and take vacation only for the amount of vacation hours accrued, up to their EFT, in accordance with the hours earned in (a) above.
- (c) A part-time employee is only able to use accrued vacation for time off up to their established EFT. Vacation pay accrued above the employee's established EFT in accordance with (a) will be taken as vacation payout at the employee's basic rate of pay at the beginning of each vacation year.
- (d) Unless otherwise specified, vacation pay for part-time employees shall be for the full shift taken.
- (e) Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by the end of the vacation year.

### 3104 General Holidays

- (a) Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- (b) Where a general holiday falls on a part-time employee's normally scheduled day of work, and the employee is not scheduled to work due to service reductions, the Employer, at the request of the employee, will endeavor to schedule an equivalent number of hours within the pay period payable at straight time rates. This request must be made prior to the date of the recognized holiday and is subject to availability of work and shall not be unreasonably denied.

3105 Overtime(a) Eight (8) Hour or Less Shift Patterns

Part-time employees shall be entitled to overtime rates in accordance with Article 2002 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal equivalent full-time hours in the biweekly pay period as per each unit/base location/site as specified in Article 2001.

(b) Applicable to "10" and "12" Hour Shift Patterns

Part-time employees shall be entitled to overtime rates in accordance with Article 2002 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal full-time hours in the posted shift schedule in effect on each unit/base location/office as specified in Article 2001.

3106 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time annual hours of work with the Employer as specified in Article 1801 until the maximum of the appropriate salary schedule is attained.

3107 Assignment of Additional Hours

- (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are qualified and able to perform the required duties. Such additional hours shall be distributed (offered) as equitably as reasonably possible. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.
- (b) It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer.
- (c) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.
- (d) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, the

employee will henceforth be offered additional hours at the sole discretion of the Employer.

- (e) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (f) Additional hours worked by a part-time employee shall be included when determining an employee's seniority, accumulated vacation pay, accumulated income protection credits, pre-retirement leave and general holiday pay in accordance with Article 3101.
- (g) No benefits other than those referenced in (f) above shall be based on additional hours.
- (h) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).
- (i) Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.
- (j) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1408, the employee shall be entitled to income protection benefits and bereavement leave.
- (k) The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a part-time employee per calendar month only when the Employer has identified that an employee requires the shift(s) to retain skills within a secondary classification. It is further understood that this shall be an exception to the rule, therefore where the Union advises the Employer that such shift(s) have been offered to an individual employee on a more frequent basis then is deemed acceptable, the Parties shall meet to negotiate a mutually agreed upon resolve.
- (l) When part-time employees are offered and accept additional shifts that are outside the regularly assigned schedule, it shall not be construed as a change of shift or eligible for overtime payments, unless the employee works in excess of the daily or biweekly hours of work, as specified in Article 18.

3108 Callback

Part-time employees required to report back to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked or a minimum of three (3) hours whichever is greater. Where the employee is called in within two (2) hours prior to the commencement of their next scheduled shift, the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

3109 Part-time employees shall be entitled to leave as identified within the provisions of Article 17.

**ARTICLE 32 - SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION**

3201 Occupying More Than One Position - Concurrent Employment

Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one (1) position may occur within Calvary Place Personal Care Home.

- (a) Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing their former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.
- (c) Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- (d) All salary and benefit plans shall be applied on the basis of all regular hours worked.
- (e) Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.

- (f) Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.

An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.

- (g) Employees taking on an additional position will be subject to a three (3) month trial in accordance with Article 1403.
- (h) Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available hours in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2507. Such preferential consideration shall apply for a period of one year or until such time as the employee secures an alternate position, whichever occurs first.
- (i) Where an approved arrangement is later found to be unworkable by the employee, the employee shall be required to give two (2) weeks' written notice, exclusive of vacation, that the employee wishes to relinquish one of the positions held.
- (j) The provisions of 1902 (b) may be waived by mutual agreement between the Employer and the employee.

### **ARTICLE 33 - SPECIAL PROVISIONS RE. CASUAL EMPLOYEES**

3301 "Casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage. The terms of this Agreement shall not apply to such casual employee, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) (i) Casual employees shall be paid not less than the start rate of the position to which they are assigned.

- (ii) Salary increments for casual employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.
- (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 22.
- (d) Casual employees required to work on a general holiday shall be paid at the rate specified in Article 1602.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Articles 2001 and 2002.
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (i) Casual employees reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.
- (j) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a full-time or part-time employee in accordance with Article 1202 and 1401 (b), the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
- (k) Casual employees will be paid five percent (5%), of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.

- (l) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as the employee received in their former position.
- (m) Articles 10 and 11 herein apply only with respect to the terms of this article.

### **ARTICLE 34 - COMMITTEES**

#### **3401 Labour/Management Committee**

- (a) The Parties agree to establish a joint Labour/ Management committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.
- (b) The Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed eight (8) members. The Union committee may at any time have a representative from the Canadian Union of Public Employees.
- (c) The Committee shall meet at a mutually agreeable time at the request of either Party subject to ten (10) calendar days' notice being given but not less than quarterly unless otherwise mutually agreed. An agenda will be prepared by the calling party with input from the other party and shall be distributed five (5) calendar days prior to the meeting taking place.
- (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Parties agree that it is within the jurisdiction of the Labour/ Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

3402 Workplace Safety and Health Committee

- (a) A joint union/management Workplace Safety and Health Committee, as per *The Workplace Safety and Health Act*, shall be established to examine all aspects of safety and health within the workplace having regard for:
  - (i) the number of employees in the workplace;
  - (ii) the type of work performed in the workplace and the degree of hazard involved;
  - (iii) the complexity of the workplace operations, and the size, location and nature of the workplace.
- (b) The size of the committee shall be determined taking into account the factors listed above. Each Party shall appoint their representatives.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices within the workplace. The duties of the Committee include, but may not be limited to:
  - (i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
  - (ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
  - (iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
  - (iv) cooperation with the occupational health service, if such a service has been established by the Employer;
  - (v) cooperation with a safety and health officer who is exercising their duties under *The Workplace Safety and Health Act*;
  - (vi) the development and promotion of programs for education and information concerning safety and health in the workplace;

- (vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the Committee; and
- (viii) such other duties as may be specified in *The Workplace Safety and Health Act* regulations.

3403 Workplace Safety and Health Committee

- (a) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba.
- (b) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, and posted on appropriate bulletin boards.
- (c) Recommendations for corrective actions for unresolved issues shall be referred, in writing, to the Chief Executive Officer as determined by the Employer (or designate) and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

**ARTICLE 35 - TECHNOLOGICAL CHANGE**

3501 Technological change shall mean the introduction by an Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or adversely affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either Party to arbitration as provided for under the terms of this Agreement.

3502 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

**ARTICLE 36 - UNIFORMS AND PROTECTIVE CLOTHING**

- 3601 (a) Where employees are not provided a uniform by the Employer, but are required to wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of ten cents (\$0.10) per hour for all hours worked.
- (b) When an employee is receiving the above allowance, the uniform must conform to the standards established by the Employer. The employee will be responsible for the purchasing, laundering and maintaining of said uniform.
- (c) When an employee is provided a uniform, the Employer may elect to launder, alter and/or maintain the uniform. Where the Employer does not elect to launder, alter and/or maintain the uniform, the employee will be responsible for the laundering, altering and maintenance of the uniform. If uniforms provided become damaged or are no longer presentable during the course of their duties, the Employer will replace said uniform piece. All such items remain the property of the Employer and must be accounted for upon request and returned on termination or transfer to a classification where they are no longer required, or the cost of same will be deducted from the employee's regular or final pay deposit.
- 3602 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.

- 3603 (a) In recognition of the fact that, as a direct result of performing their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, following documentation of and receipt of the incident, conditional upon the Employer's procedures and policies having been followed. The validity of such compensation payment will be determined by the Employer.
- (b) Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

3604 Where the Employer requires that CSA approved safety footwear be worn, the employee shall be provided with a safety footwear allowance to a maximum of one hundred thirty-five dollars (\$135) every twelve (12) months or two hundred seventy dollars (\$270) every twenty-four (24) months upon presentation of satisfactory proof of purchase and provided that the footwear purchased is appropriate for the risk associated with the workplace.

New employees will receive the allowance upon completion of their probationary period. An employee must wear safety footwear at all times while at work.

Notwithstanding the above, where the Employer provides a voucher to the employee to use towards the purchase of safety footwear, no safety footwear allowance shall be payable.

### **ARTICLE 37 - OVERPAYMENTS**

- 3701 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,

- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

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

- 3702 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union upon request to discuss a proposed recovery schedule as soon as practicable.

- 3703 "Under deduction" shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

- 3704
- (a) All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.
  - (b) The deduction will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted. The proposed deduction is made over a period of time that is the same as the length of the under deduction.
  - (c) Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

(d) Employee Benefit Forms / Under Deduction

An employee failing to submit their benefit and/or pension forms on a timely basis or to ensure appropriate notification prior to a return from leave of absence may result in an under deduction.

In order to initiate or maintain continuity of benefits and pension contributions, under deductions will be corrected as soon as possible with the Employer and the employee making their required contributions.

Failure to do so may negate the availability of these benefits to the employee or may result in the employee having to provide evidence of proof of insurability to the benefit provider.

**ARTICLE 38 - INDIGENOUS REPRESENTATIONAL WORKFORCE**

3801 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories, and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

3802 The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The Parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:
- foster mutual respect, trust, equity, open communication, and understanding;
  - focus on recruiting, training, and career development of Indigenous staff;
  - identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
  - foster reconciliation in race and cultural relations;
  - promote the elimination of anti-Indigenous racism in the healthcare system.
- (b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce;

- (c) Implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to ensure a culturally safe environment. Anti-racism education will be offered.

3803 Truth and Reconciliation

The Parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

**ARTICLE 39 - LEGAL LIABILITY AND INVESTIGATIVE PROCEEDINGS**

- 3901 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.
- 3902 (a) Upon the employee notifying the Employer of any charge of a criminal offense arising out of an employee's action(s) while carrying out employment duties, the Employer, the employee, and the Union (if requested by the employee) shall forthwith meet and appoint counsel that is mutually agreeable to both parties and subject to the following conditions:
- (i) The employee shall have the sole right to instruct legal counsel;
  - (ii) Reasonable legal fees and disbursements shall be reimbursed by the Employer upon receipt of legal documentation confirming that the employee was found not guilty (including if the charges are stayed or dropped) with respect to the criminal charge(s); and
  - (iii) Should an employee, through legal counsel, appeal the Court's decision, reasonable legal fees and disbursements may be reimbursed by the Employer upon legal documentation advising that the appeal has been successful.
- (b) Should the parties be unable to agree upon counsel that is satisfactory to both parties, then the employee may unilaterally appoint one (1) individual as legal counsel subject to the following conditions:

- (i) The legal counsel must be entitled to practice law in the Province of Manitoba and in good standing with the Law Society of Manitoba; and
- (ii) The legal counsel must be qualified and competent to practice law in the area of criminal defense.

#### **ARTICLE 40 - LONG SERVICE STEPS**

##### **4001 Fifteen (15) Year Long Service Step**

- (a) Effective April 1, 2024, an additional Fifteen (15) Year Long Service Step equivalent to two percent (2%) shall be added to the Salary Schedule before the Twenty (20) year step.
- (b) Employees shall be eligible for the Fifteen (15) Year Long Service Step identified in the Salary Schedule upon completion of the following:
  - (i) Fifteen (15) or more years of continuous service as defined in Article 706; and
  - (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

##### **4002 Twenty (20) Year Long Service Step**

- (a) Employees shall be eligible for a Twenty (20) Year Long Service Step equivalent to two percent (2%) above the Fifteen (15) Year Long Service Step identified in Schedule "A" upon completion of the following:
  - (i) twenty (20) or more years of continuous service as defined in Article 706; and
  - (ii) the employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

##### **4003 Twenty-five (25) Year Long Service Step**

- (a) Employees shall be eligible for a Twenty-five (25) year equivalent to three percent (3%) above the Twenty (20) Year Long Service Step identified in Schedule "A" upon completion of the following:
  - (i) Twenty-five (25) or more years of continuous service as defined in Article 706; and

- (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

4004 Employees who do not meet the above criteria on April 1, 2024, shall be eligible for the applicable Long Service Step on the employee's anniversary date in which the employee meets the eligibility criteria outlined in the appropriate Long Service Step above.

**ARTICLE 41 - INCLEMENT WEATHER**

4101 When an employee is unable to attend at work due to whiteout/blizzard conditions/inclement weather, the employee shall be able to utilize any banked overtime, general holidays or vacation time they have available to them.

**ARTICLE 42 - WAGE INCREASES**

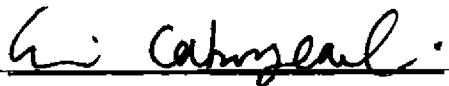



Wages would be paid in accordance with Schedule "A".


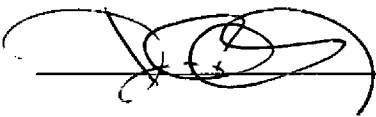
Any and all wage scale adjustments shall be paid retroactively to April 1, 2024 in Accordance with Schedule "A". Evening and night shift premiums shall also be included in the retroactive pay.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

  
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**SCHEDULE "A"****Calvary Place Personal Care Home****WAGES**

<b>Classification</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>15 Year</b>	<b>20 Year</b>	<b>25 Year</b>
<b>Health Care Aide</b>	<i>April 1, 2024</i>	\$20.798	\$21.423	\$22.065	\$22.726	\$23.409	\$24.112	\$25.333	\$25.840	\$26.615
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$22.012	\$22.672	\$23.351	\$24.053	\$24.775	\$25.519	\$26.029	\$26.550	\$27.347
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$22.512	\$23.172	\$23.851	\$24.553	\$25.275	\$26.019	\$26.539	\$27.070	\$27.882
	<i>April 1, 2026 - 3% Increase</i>	\$23.187	\$23.867	\$24.567	\$25.290	\$26.033	\$26.800	\$27.335	\$27.882	\$28.718
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$23.687	\$24.367	\$25.067	\$25.790	\$26.533	\$27.300	\$27.846	\$28.403	\$29.255
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$26.398	\$27.098	\$27.819	\$28.564	\$29.329	\$30.119	\$30.721	\$31.335	\$32.275
<b>Recreational Aide</b>	<i>April 1, 2024</i>	\$20.798	\$21.423	\$22.065	\$22.726	\$23.409	\$24.112	\$24.594	\$25.086	\$25.839
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$22.012	\$22.672	\$23.351	\$24.053	\$24.775		\$25.271	\$25.776	\$26.549
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$22.512	\$23.172	\$23.851	\$24.553	\$25.275		\$25.781	\$26.297	\$27.086
	<i>April 1, 2026 - 3% Increase</i>	\$23.187	\$23.867	\$24.567	\$25.290	\$26.033		\$26.554	\$27.086	\$27.899
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$23.687	\$24.367	\$25.067	\$25.790	\$26.533		\$27.064	\$27.605	\$28.433
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$26.398	\$27.098	\$27.819	\$28.564	\$29.329		\$29.916	\$30.514	\$31.429
<b>Support Team Player</b>	<i>April 1, 2024</i>	\$18.199	\$18.744	\$19.308	\$19.887	\$20.483	\$21.097	\$21.519	\$21.949	\$22.607
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$19.259	\$19.839	\$20.434	\$21.046	\$21.677		\$22.111	\$22.553	\$23.230
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$19.759	\$20.339	\$20.934	\$21.546	\$22.177		\$22.621	\$23.073	\$23.765
	<i>April 1, 2026 - 3% Increase</i>	\$20.352	\$20.949	\$21.562	\$22.192	\$22.842		\$23.300	\$23.765	\$24.478
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$20.852	\$21.449	\$22.062	\$22.692	\$23.342		\$23.809	\$24.285	\$25.014
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$23.478	\$24.092	\$24.724	\$25.373	\$26.042		\$26.563	\$27.094	\$27.907
<b>Housekeeping Aide</b>	<i>April 1, 2024</i>	\$18.199	\$18.744	\$19.308	\$19.887	\$20.483	\$21.097	\$21.519	\$21.949	\$22.607
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$19.259	\$19.839	\$20.434	\$21.046	\$21.677		\$22.111	\$22.553	\$23.230
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$19.759	\$20.339	\$20.934	\$21.546	\$22.177		\$22.621	\$23.073	\$23.765
	<i>April 1, 2026 - 3% Increase</i>	\$20.352	\$20.949	\$21.562	\$22.192	\$22.842		\$23.300	\$23.765	\$24.478
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$20.852	\$21.449	\$22.062	\$22.692	\$23.342		\$23.809	\$24.285	\$25.014
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$23.478	\$24.092	\$24.724	\$25.373	\$26.042		\$26.563	\$27.094	\$27.907

<b>Classification</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>15 Year</b>	<b>20 Year</b>	<b>25 Year</b>
<b>Laundry Aide</b>	<i>April 1, 2024</i>	\$18.199	\$18.744	\$19.308	\$19.887	\$20.483	\$21.097	\$21.519	\$21.949	\$22.607
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$19.259	\$19.839	\$20.434	\$21.046	\$21.677		\$22.111	\$22.553	\$23.230
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$19.759	\$20.339	\$20.934	\$21.546	\$22.177		\$22.621	\$23.073	\$23.765
	<i>April 1, 2026 - 3% Increase</i>	\$20.352	\$20.949	\$21.562	\$22.192	\$22.842		\$23.300	\$23.765	\$24.478
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$20.852	\$21.449	\$22.062	\$22.692	\$23.342		\$23.809	\$24.285	\$25.014
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$23.478	\$24.092	\$24.724	\$25.373	\$26.042		\$26.563	\$27.094	\$27.907
<b>Dietary Aide</b>	<i>April 1, 2024</i>	\$18.199	\$18.744	\$19.308	\$19.887	\$20.483	\$21.097	\$21.519	\$21.949	\$22.607
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$19.259	\$19.839	\$20.434	\$21.046	\$21.677		\$22.111	\$22.553	\$23.230
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$19.759	\$20.339	\$20.934	\$21.546	\$22.177		\$22.621	\$23.073	\$23.765
	<i>April 1, 2026 - 3% Increase</i>	\$20.352	\$20.949	\$21.562	\$22.192	\$22.842		\$23.300	\$23.765	\$24.478
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$20.852	\$21.449	\$22.062	\$22.692	\$23.342		\$23.809	\$24.285	\$25.014
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$23.478	\$24.092	\$24.724	\$25.373	\$26.042		\$26.563	\$27.094	\$27.907
<b>Maintenance</b>	<i>April 1, 2024</i>	\$19.677	\$20.312	\$20.936	\$21.570	\$22.281	\$22.982	\$23.442	\$23.911	\$24.628
	<sup>1</sup> <i>April 1, 2025 - 2.75% Increase</i>	\$20.871	\$21.512	\$22.163	\$22.894	\$23.614		\$24.086	\$24.568	\$25.305
	<i>Sept. 30, 2025 - \$0.50/hr increase</i>	\$21.371	\$22.012	\$22.663	\$23.394	\$24.114		\$24.596	\$25.088	\$25.841
	<i>April 1, 2026 - 3% Increase</i>	\$22.012	\$22.672	\$23.343	\$24.096	\$24.837		\$25.334	\$25.841	\$26.616
	<i>Sept. 30, 2026 - \$0.50/hr increase</i>	\$22.512	\$23.172	\$23.843	\$24.596	\$25.337		\$25.844	\$26.361	\$27.152
	<sup>2</sup> <i>April 1, 2027 - 3% Increase</i>	\$25.187	\$25.867	\$26.558	\$27.334	\$28.097		\$28.659	\$29.232	\$30.109

<sup>1</sup> Effective April 1, 2025 1<sup>st</sup> Step eliminated for multi-step salary scales.

<sup>2</sup> Effective April 1, 2027 \$2.00 increase after application of the general wage increase of 3.0%.

**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK REDUCTION  
LEGISLATION**


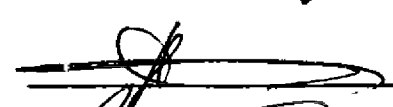
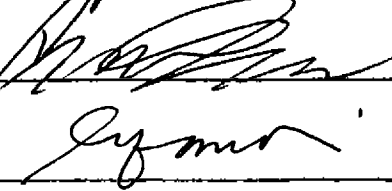
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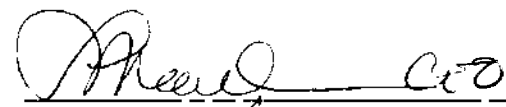

During the term of the 2024 to 2028 Collective Agreement, the Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 18 during the life of this Collective Agreement.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

  
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**JAN 12 2026**

**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: REASONABLE ACCOMMODATION/RETURN TO WORK**

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**Reasonable Accommodation**

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

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

Where a need has been identified, the Parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, their new salary shall be determined in accordance with Article 1404.

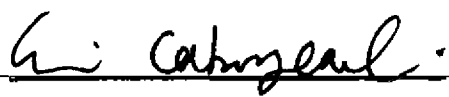
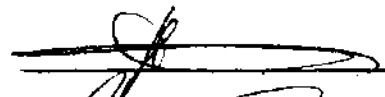

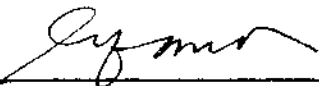
In the event the accommodation results in the employee being moved to a lower classified position, their new salary shall be determined in accordance with Article 1405.

Return to Work

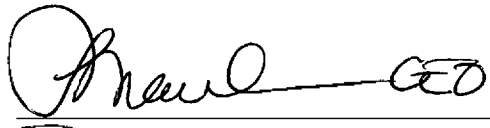

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return-to-work initiatives with respect to any employee. The applicable Parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within their restrictions and limitations as documented by a qualified medical practitioner.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

  
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**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

  
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JAN 12 2026  
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**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: HEB PENSION OR BENEFIT PLAN IMPROVEMENTS**

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During the term of the 2024 to 2028 Collective Agreement, should another health care union receive enhanced HEB pension or benefit plan improvements under the HEB plans, the CUPE support groups will also receive the same enhancements at the same time as long as funded.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

*Gi Carriere*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

**JAN 12 2026**

**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: INCREASE IN EFT**

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Notwithstanding Article 14 - Vacancies, Promotions and Transfers, the Parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

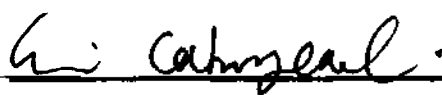
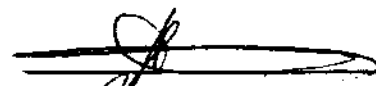

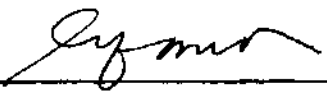
The EFT of a part-time employee may be increased on a permanent or temporary basis in accordance with the following process:

- (a) The Employer shall determine the total EFT that can be allocated within the unit/ department/base location and provide this information to the Union.
- (b) The Employer shall communicate to all part-time employees on the unit/ department/base location the EFT and shift pattern(s) available for the increase in EFT process.
- (c) Requests to increase EFTs shall be made in writing by part-time employees and will indicate the maximum EFT to which they wish to increase.
- (d) An employee may increase their EFT up to a 1.0 EFT.
- (e) In considering requests, the Employer shall consider such factors as current EFTs, concurrent positions, shift assignments, shift schedules, the unit/ department/base location needs and the requirements of Article 19 - Shift Schedules.
- (f) A part-time employee who is unable to demonstrate regular attendance in their current position(s) may not be eligible to increase their EFT unless mutually agreed to between the Union and the Employer.
- (g) If the requests by employees within a unit/department/base location exceed the availability within that unit/base location as determined by the Employer, the Employer shall offer in order of seniority.



- (h) Where an increase in EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT and effective date as soon as reasonably practicable.
- (i) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (j) Any changes to the shift pattern as a result of the increase in EFT shall be done in accordance with Article 19 - Shift Schedules and any pre-approved vacation will be honored unless mutually agreed between the Employer and the employee.
- (k) The Employer is not prevented from exercising any of its normal management rights as a result of this article including, without limitation to post vacant positions.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

  
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**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

  
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**JAN 12 2026**  
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**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: MORE THAN ONE FTE POSITION IN BARGAINING UNIT**

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Notwithstanding Article 1505 of this Agreement, the following employees who currently hold more than one FTE position in the bargaining unit totalling 1.0 FTE shall be grandfathered and will be entitled to vacation pay and leave as if they were full-time employees, until such time as they vacate any one of their current FTE positions, in which case Article 1503 will apply.

- Jazminne Dela Cruz
- Editha Domingo
- Priscilla Estanislao
- Mary Grace Gallardo
- Xyron Jucutan
- Rachelle Sarinas Baon
- Sinit Yohanns

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

*Gi Carneyal*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature] CEO*  
*[Signature]*

**JAN 12 2026**

**LETTER OF UNDERSTANDING**

between

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5559**

and

**CALVARY PLACE PERSONAL CARE HOME**

**RE: PART-TIME EMPLOYEES - ACCESS TO INCOME PROTECTION AND/OR  
BEREAVEMENT LEAVE ON ADDITIONAL AVAILABLE SHIFTS/HOURS**

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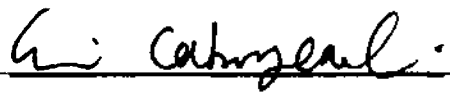



Notwithstanding Article 3107, the Parties agree that part-time employees may continue to have access to bereavement leave on days where they had previously been assigned to work additional available shifts/hours above their regularly scheduled EFT.

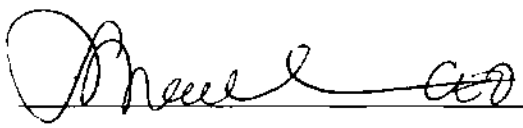

This LOU will cease to exist as of March 31, 2028.

Dated 7<sup>th</sup> day of January, 2026.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5559**

**ON BEHALF OF:  
CALVARY PLACE PERSONAL  
CARE HOME**

  
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