

Collective Agreement

between

Golden Door Geriatric Centre

and

**Manitoba Government and General Employees'
Union**

April 1, 2010 to March 31, 2013

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*All changes are in **bold**.

THIS AGREEMENT was made effective as of the 1st day
of April, 2010.

between

Golden Door Geriatric Centre

1679 Pembina Highway, Winnipeg, Manitoba,

(hereinafter referred to as the "Employer")

of the first part

and

Manitoba Government and General Employees' Union

hereinafter referred to as the "Union"

of the second part

Preamble

WHEREAS the Union is the certified bargaining agent for those employees of
the Employer as described in Certification No. MLB-5818 of the Manitoba
Labour Board;

AND WHEREAS the parties hereto have bargained collectively and have
mutually agreed to enter into this Agreement;

NOW THEREFORE this Agreement witnesseth as follows:

Article 1 Clarification of Terms

- 1:01** The word “employee” shall mean a person covered by this Agreement.
- 1:02** The words “full-time employee” shall mean an employee who regularly and recurringly works the full prescribed bi-weekly hours, exclusive of overtime.
- 1:03** The words “part-time employee” shall mean an employee who on a regular recurring basis works less than the prescribed bi-weekly hours, exclusive of overtime. Part-time employees shall be scheduled to work regular shifts which do not vary from scheduled period to scheduled period. Part-time employees wishing to work additional shifts and who indicate in writing to the Employer shall be offered such additional shifts to a maximum of eighty (80) hours bi-weekly where available within their Department. The Employer will endeavor to do this on a seniority basis, commencing with the most senior and will so instruct all staff involved in the call system. If staffing shortages occur, the Employer and the Union agree to meet immediately thereafter to address and resolve the staff shortage problem.
- 1:04** The words “casual employee” shall mean an employee who does not work on a regular basis but is called in by the employer to replace an absent full-time or part-time employee or to temporarily supplement staff coverage or for such other reason as the Employer may require for a specific project of a temporary nature not exceeding six (6) months. The terms of this Agreement shall not apply to casual employees. The Employer agrees with the Union that casual employees shall be provided the terms and conditions set out in Article 41.
- 1:05** The words “absent employee” shall mean an employee who does not work as regularly scheduled for reasons such as vacation, sickness etc. and shall not include an employee’s normal rest days.
- 1:06** The masculine shall be construed as including the feminine and the singular the plural where required. The feminine shall be construed as including the masculine and the plural the singular, where required.

- 1:07** The word “**Director**” shall mean the **Director(s)** of the Centre or **her/his** duly delegated and appointed assistant.
- 1:08** The terms “Employer” and/or “Centre” shall mean the Golden Door Geriatric Centre.
- 1:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union.
- 1:10** The term “promotion” shall mean a change from one classification to another classification that pays at a higher pay scale.
- 1:11** The term “transfer” shall mean a change from one classification to another classification that pays at the same pay scale as per Schedule A.
- 1:12** For the purpose of calculations of all benefits with the exception of Article 19, Vacation, **2,145 hours shall constitute one (1) year of service for nurses and 2,080 hours shall constitute one year of service for all other staff.**
- 1:13** For the purpose of calculations of all benefits with the exception of Article 19, Vacation, **178.7 hours shall constitute one (1) month of service for nurses and 173.3 hours shall constitute one (1) month of service for all other staff.**
- 1:14** “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. At the completion of the term, a term employee hired from outside the bargaining unit shall no longer be considered employed by the Employer. The Employer may place such person on the casual list. An existing permanent part-time/full-time employee, accepting a term position, will retain her rights as set out for part-time/full-time employees.
- 1:15** A “Term Position” shall be for a specific time period or until completion of a particular project within a specific department up to a maximum duration of one (1) year. This period may be extended if the Employer and the Union mutually agree. Upon completion of the original term position, the employees shall be returned to their former positions.

The Employer will post any term position confirmed to be over three (3) months in duration. All other term positions may be posted at the discretion of the Employer.

For situations related to Worker's Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall if posting within the Centre, state on the job posting that the said term position will expire subject to twenty-four (24) hours' notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

If a term position becomes available that is greater than the term position the member is currently in, she/he will be allowed to apply for the new position.

Article 2 Recognition and Scope

- 2:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole bargaining agent for the employee groups laid out in the Manitoba Labour Board Certification No. 5818.
- 2:02** The Union and its members recognize that the Employer is an organization devoted to the care of the aged and infirm and therefore its purpose cannot be compared to commercial or industrial enterprises.
- 2:03** Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the Bargaining Unit where this is for experimentation, instruction, resolving emergencies or due to absenteeism provided all reasonable efforts have been undertaken to replace the absent employee(s).

Article 3 Management Rights

- 3:01** Except as otherwise specifically provided in this Agreement, the management of the Centre and direction of the work force, including the right to plan, organize, co-ordinate, direct and control the Centre's operations, to hire, promote, demote and transfer; to increase or decrease the work force, to determine the work to be done; to suspend or discharge for just cause; to establish and enforce reasonable rules and regulations towards governing the conduct of employees and towards maintaining order, discipline and efficiency is vested exclusively in the Employer.
- 3:02** Without restricting or limiting the generality of the preceding sub-articles, the Centre retains all rights and responsibilities of Management not specifically relinquished or modified in this Agreement.
- 3:03** In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

Article 4 Union Security & Dues Check-Off

- 4:01** Every employee within the scope of this Agreement who is a voluntary member of the Union or who hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment.
- 4:02** The Employer shall deduct from every employee bi-weekly union dues in accordance with the Union's Constitution and pay the same to Manitoba Government and General Employee's Union on or before the 15th of the following month. The Union agrees to notify the Centre in writing not later than the 15th of the month of any changes in the dues schedule and, in the case of an increase in dues, to furnish the Employer with the proper authorization to make such changes effective the 1st full pay period of the following month.
- 4:03** The Employer shall provide to the Union when remitting dues, a list of employees from whom deductions have been made, including details of all changes from the preceding month's deduction listing and employees' classifications, provided the Employer shall not be responsible for any errors or omissions in giving such names and shall not be subject to any penalty for failure to comply with the Article.
- 4:04** It is understood that the Employer will deduct union dues each pay period only from employees who are entitled to remuneration with respect to the pay period in which dues deductions are made.

- 4:05** Dues will be checked off from those employees entitled to remuneration while on sick leave or leave of absence.
- 4:06** The Employer shall provide to the Union on or before February 28th annually, a listing of employee home addresses provided that an employee does not object to said information being disclosed to the Union.

Article 5 Probationary Period

- 5:01** All new full-time employees shall be on probation for four (4) calendar months from the day of their full-time employment and all new part-time employees shall be on probation for six (6) calendar months from the day of their part-time employment. During that period, the Employer may, in its sole discretion, dismiss, suspend, discipline, demote or extend the probationary period for a further time period not to exceed three (3) months. Such dismissal, suspension, discipline, demotion or extension of probationary period shall not be the subject of a grievance.

Article 6 Grievance Procedure

- 6:01** For the purpose of this Agreement, a grievance shall hereafter mean any dispute regarding the interpretation, application, operation or alleged violation of this Agreement.
- 6:02** Unless dismissed, suspended or laid off in accordance with Article 11:01 by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the controversy may have been settled between the representatives of the Employer and the Union.

6:03 **Discussion Stage**

Within five (5) calendar days after the employee becomes aware of a grievance, but within thirty (30) days of the occurrence of a grievance, the grievor(s) shall attempt to resolve the dispute with the immediate supervisor who is outside the bargaining unit.

6:04 **Step One**

If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievant and/or the Union representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the

Director or **her**/his delegated representative on a form duly prescribed and approved by the Employer and the Union.

6:05 **Step Two**

Failing settlement of the grievance within fourteen (14) calendar days after submission under Article 6:04, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing fourteen (14) days.

6:06 The foregoing time limits may be extended by written mutual consent of the Union and the Employer.

6:07 Failure to comply with any time limits specified herein shall result in the grievance being deemed settled without further recourse.

6:08 The Employer may institute a grievance consisting of an alleged violation of this agreement by the Union by forwarding a written statement of such grievance to the Union within twenty (20) days of the circumstances giving rise to the grievance have originated or occurred. The Union shall give their reply within ten (10) days after receipt of the written grievance. Failing settlement, the grievance may be submitted to arbitration by the Employer in accordance with the provisions of Article 7.

Article 7 Arbitration Period

7:01 Within fourteen (14) calendar days after receiving the **Director(s)** reply and failing satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

7:02 Unless both parties agree to the selection of a Sole Arbitrator within fourteen (14) calendar days following the matter being referred to arbitration, each party shall in the next fourteen (14) calendar days give notice to the other party in writing naming its nominee to the Arbitration board.

7:03 The two (2) named members of the Board shall, within fourteen (14) calendar days name a third member of the Board who shall be Chairperson.

7:04 In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a third member.

- 7:05** The Arbitration Board or 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.
- 7:06** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
- 7:08** **Disagreement on Decision**
- Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.
- 7:09** **Expenses of the Board**
- Each party shall pay:
- (a) the fees and expenses of the Arbitrator it appoints;
 - (b) one-half the fees and expenses of the Chairperson or Sole Arbitrator.
- 7:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 7:11** The time limits in the Arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

7:12 In the event of a grievance alleging unjust layoff, suspension or discharge, being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to rule whether or not the employee(s) concerned shall be reinstated and if it wishes to make an award, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award.

However, any such monetary award shall not exceed the difference between salary lost and any sums that may have been received from other employment **or** Employment Insurance during the period of layoff, suspension or discharge.

Article 8 Continuance of Operations

8:01 It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 6 hereof.

8:02 It is further agreed that neither the Union nor the Employer shall sanction or consent to any strikes, lockouts, stoppages of work or slowdowns, and if the employees should engage in any strikes or stoppages of work or slowdown without authority or consent of the Union, the Union shall instruct the employees it represents to return to work and perform their duties properly and to resort to the procedure set forth in Article 6 hereof for the settlement of any dispute or grievance.

Article 9 Seniority

9:01 An employee's seniority shall consist of the following:

- (a) Departmental seniority shall be defined as the length of an employee's accumulated hours of service, calculated from the date the employee last entered the service of the Employer in his current department to the last time his name appeared on the payroll.
- (b) Institutional seniority shall be defined as the length of an employee's accumulated hours of service calculated from the date the employee last entered the service of the Employer to the last time his name appeared on the payroll.

- 9:02** Seniority shall not be broken by reason of an employee's service in the Armed Forces in time of war, provided the employee is re-employed by the Employer within two (2) calendar months following termination of his service in the Armed Forces.
- 9:03** An employee given leave of absence shall retain his seniority and shall be allowed to accumulate a maximum of four (4) calendar weeks to his seniority while on approved leave of absence. This accrual will be restricted to four (4) calendar weeks in any calendar year.
- Seniority shall be retained but will not continue to accumulate when a regular employee is absent from work under the following circumstances:
- (a) on layoff;
 - (b) on approved leave of absence without pay for a period in excess of four (4) calendar weeks.
- 9:04** Seniority shall not include periods of work as a "casual employee" as defined in Article 1:04, except where the casual employee has subsequently been transferred from a full-time casual position to a full-time position without interruption of continuous employment and in the case of such exceptions, his seniority would date from the first time he last commenced in the service of the Employer.
- 9:05** A seniority roster of all employees showing name, date of entry into the service of the Employer, hours of seniority accrued, shall be prepared by the Employer and posted in a place accessible to those affected. A copy of such list shall be provided to the president of the local as well as a copy sent to the M.G.E.U. staff representative.
- 9:06** The roster shall be revised by the Employer as at January 1st of each year and posted by February 15th. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the posting on presentation of proof of error by an employee or his representative. At the expiration of the twenty (20) days, the seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority and shall not be subject to further changes until the next posting.
- 9:07** Should an employee be promoted or transferred to a position outside the bargaining unit and he is returned to the position he held within the scope of the Agreement within a period of six (6) months from the date of promotion or transfer, he will re-enter the bargaining unit with full seniority.

- 9:08** An employee shall lose all seniority standing and shall be deemed terminated for any of the following reasons:
- (a) quits;
 - (b) is discharged and not reinstated under the grievance or arbitration procedure;
 - (c) is terminated in accordance with Article 12:04;
 - (d) fails to report for work as scheduled or at the end of a leave of absence, vacation, or suspension without an explanation satisfactory to the Employer.

Article 10 Promotion and Transfer

- 10:01** (a) All promotions and voluntary transfers are subject to a three (3) month trial period and if, during this trial period, an employee is found to be unsatisfactory in her new position, or wishes to return voluntarily to her former position, she shall be returned to her former position without loss of seniority, as per Article 9:07 and will not have recourse to the grievance procedure set down in Article 6.
- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- 10:02** When an employee is promoted, her new and future salary will be determined as follows:
- (a) The new salary will be the rate of her new job title which is next higher to her rate on her former job title.
 - (b) Subject to Article 10:01, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours worked, as per Article 20.
- 10:03** Where an employee is demoted from a position in a higher pay grade to a position in a lower pay grade, she shall be placed on the same increment step of the lower pay grade position as that she attained in the higher pay grade position.

- 10:04** New employees with less than three (3) months service in a given position will be eligible for promotion or transfer solely at the discretion of the Employer.
- 10:05** When an employee is advised they are not accepted for a promotion, the Employer shall at that time if requested provide written reasons as to why the employee was not given the promotion.
- 10:06** When an employee is successfully promoted, the Employer shall provide to the employee in writing a copy of the new job description and any other pertinent documentation concerning the new job functions.
- 10:07** Employees declining promotions shall not lose their seniority.

Article 11 Layoffs

- 11:01** Where there is a reduction in positions (jobs) in Golden Door Geriatric Centre, the employee displaced by this reduction will, provided he possesses the required qualifications, have the right to displace any employee in Golden Door Geriatric Centre who has less institutional seniority. An employee, upon receiving written notification that his position has been abolished shall, within seventy-two (72) hours, inform the **Director(s)** which position he has elected to assume. However, the employee will have the wage rate of the new position which is closest to his present rate of pay. Employees shall be entitled to two (2) weeks' notice of layoff.

Article 12 Rehiring

- 12:01** When working forces are increased, employees who had established seniority with Golden Door Geriatric Centre before being laid off will be recalled for work in the order of their institutional seniority, subject to qualifications and ability.
- 12:02** To qualify for recall, employees must file their name and current address with the **Director(s)**.
- 12:03** A person who is laid off by the Employer must communicate with the Employer within ninety-six (96) hours of his notice of recall being mailed to his recorded address and to the Union. The employee must be prepared to begin work at the time designated by the Employer.
- 12:04** The right to be rehired under this Agreement by a person who has been laid off by the Employer will be terminated under the following circumstances:

- (a) if he did not communicate with the Employer within the time limit above, or
- (b) if he did not report for work when instructed to do so; or
- (c) if he has been laid off more than six (6) months without being recalled for a permanent position.

Article 13 Leave of Absence

- 13:01** An employee will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the sole discretion of the employer, unless otherwise indicated in the Agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance. The granting of such leave shall not be unreasonably withheld. The written request shall also contain the date that the employee intends to return to work.
- 13:02** Employees returning from an approved leave of absence shall be returned to the same position they occupied prior to the leave and shall have the same salary and working conditions applied as were in effect prior to the leave. If an employee is on an extended absence not covered in Article 13:01 or 13:04, she shall notify the Employer at least four (4) weeks prior to her intended date of return.
- 13:03** An employee not reinstated in his former classification on return from a leave of absence will receive preferential consideration for promotion to the first suitable and available vacancy.

13:04 Maternity Leave

Up to seventeen (17) weeks of maternity leave without pay may be granted subject to the following conditions:

- (a) an employee must have completed seven (7) months continuous employment with the Employer as of the intended date of the leave;
- (b) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month

before the intended date of the leave, indicating length of time requested;

- (c) in the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave;
- (d) if requested by the employee, additional unpaid leave may be granted;
- (e) if an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

Parental Leave

In order to qualify for Parental Leave, an employee must:

- (a) be the natural mother of a child; or
- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of the province.

An employee who qualifies under the above must:

- (a) have completed seven (7) continuous months of employment; and
- (b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave. In the case of adoption, a shorter notice would be accepted.

An employee who qualifies in accordance with the above is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

Subject to the Article below, Parental Leave must commence no later than the anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

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

If an employee wishes to return to work after Parental Leave, she shall provide the Employer with at least four (4) weeks' notice. On return from Parental Leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

- 13:05** If requested by the employee, unpaid Maternity, Parental or Adoption Leave of longer or shorter duration may be granted at the sole discretion of the Employer.
- 13:06** Failure to return to duty as scheduled following a leave of absence shall be deemed to constitute a voluntary resignation unless reason satisfactory to the Employer is given.
- 13:07** Upon request, a leave of absence without loss of pay for absence from scheduled shifts commencing the date of death of up to four (4) days shall be granted to an employee in the event of the death of his spouse, child (including step children), parent, brother, sister, guardian (including step parents and the latest foster parents), and grandparents who act as parents.

Upon request, a leave of absence without loss of pay for absence from scheduled shifts commencing the date of death of up to two (2) days shall be allowed in the event of a death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren and grandparents not referred to above, and foster children residing with the employee.

Upon request, a leave of absence without loss of pay for absence from scheduled shifts commencing the date of death of up to one (1) day shall be allowed to an employee where needed in the event of a death of

the following; spouse's grandparents, uncles, aunts, nephews and nieces, or in the event that an employee must act as a pallbearer.

Compassionate leave as referenced above, shall be extended by up to two (2) additional consecutive days, provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometers from the respective facility, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometers from the respective facility. If requested, proof of such location/distance shall be provided by the employee.

It is understood that an employee may request time off without pay to attend a funeral and such request shall not be unreasonably denied.

- 13:08** The time off referred to in Article 13:07 would not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation, holidays and sick leave.

An employee may defer the last day of leave to which he/she is entitled in 13:07 to the day of the funeral if it occurs on a scheduled work day for that employee.

- 13:09** An employee required to serve as a juror or witness in any court of law shall receive leave of absence at his regular rate of pay and remit to the Employer any payment received, except reimbursement of expenses.

Article 14 Hours of Work and Rest Days

- 14:01** Regular Schedules for all full-time employees will be:

- (a) eight (8) consecutive hours per day for employees other than registered nurses, registered psychiatric nurses and licensed practical nurses;
- (b) eight and one-quarter (8.25) consecutive hours per day for registered nurses, registered psychiatric nurses and licensed practical nurses;
- (c) eighty (80) paid hours per bi-weekly pay period for employees other than registered nurses, registered psychiatric nurses and LPN's;
- (d) eighty-two and one half (82.5) paid hours per bi-weekly pay period for RN's, RPN's and LPN's;

14:02 Regular schedules shall be deemed to:

- (a) include a rest period of fifteen (15) minutes away from the work station for each continuous three (3) hours of work, such time to be scheduled by the Employer;
- (b) include a meal period of thirty (30) minutes, away from the work station, during each regular work day;
- (c) include for registered nurses, registered psychiatric nurses and licensed practical nurses normal hours of work for each shift as follows:

Day Shift: 7:15 am to 3:30 pm

Evening Shift: 3:15 pm to 11:30 pm

Night Shift: 11:15 pm to 7:30 am

14:03 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at his regular rate of pay.

14:04 The shift commencing at or about midnight shall be considered the first shift of each working day.

14:05 Shift schedules for a period of not less than two (2) weeks shall be posted at least two (2) weeks before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the consent of the employee concerned.

14:06 **All full time employees shall have a minimum of one (1) weekend off in each two (2) week period.**

All part-time employees shall have a minimum of one (1) weekend off in each two (2) week period unless mutually agreed upon between the Employer and the Employee.

Weekend shall mean a consecutive Saturday and Sunday.

This Article does not preclude a part-time employee, who has requested additional shifts, from agreeing to work additional weekend shifts.

14:07 No employee will be required to work a split shift unless mutually agreed to by the employee and the Employer.

- 14:08** No employee will be required to rotate shifts.
- 14:09** Recognizing the needs of the Centre, a Master Rotation Schedule setting out the regular days of work for all full-time and part-time employees shall be designed and implemented by the Employer.

In the event the Employer plans to change the Master Rotation Schedule, the Employer shall provide forty-five (45) days advance notification to the Union and the employees and consult with the Union pursuant to Article 26:01.

- 14:10** (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 able to perform the required duties. Such additional hours shall be allocated as per departmental seniority within the area amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (b) 1. Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
2. Additional casual hours worked by a part-time employee shall be included in the determination of institutional seniority.
3. Additional casual hours worked by a part-time employee shall be included in determining an employee's earned vacation pay and accumulated income protection credits.

Article 15 Working Conditions

- 15:01** When necessary, an employee may be called on temporarily to perform work not normally required of his job, this especially for seasonal work for the maintenance of the premises of the Employer and in case of urgency. Owing to the importance of maintaining essential services, the need of the moment will determine the work to be performed, although an employee will not be expected to carry out a task for which he is not properly trained. An employee temporarily assigned to perform such other work as stated above shall, under no circumstances, have his salary rate reduced. Such work shall, as is reasonably practical, be allotted to employees on the basis of seniority, beginning with those having the least seniority.
- 15:02** When there is not sufficient work to keep an employee occupied in the department during normal hours of work, such employee may be employed at other work.
- 15:03** Any material change affecting the working conditions of the employees shall be subject to advance notification and discussion with the Union pursuant to Article 26:01. The Employer, however, reserves the right to determine what material changes are to be effected from time to time.
- 15:04** The Union, the Employer and the employees agree to work together to maintain a pleasant and harmonious environment in the workplace.

Article 16 Overtime

- 16:01** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours established in accordance with Article 14.
- 16:02** Employees will be paid one and one-half times (1½x) their regular rate of pay for all authorized overtime.
- 16:03** Employees will be paid two (2) times their regular rate of pay for all authorized overtime worked on a recognized paid holiday.
- 16:04** An employee required to work overtime in excess of two (2) hours immediately following his shift shall be provided with a free meal or reimbursed the cost of a meal by the Employer. Time taken to eat the meal shall be paid for at overtime rates.

- 16:05** An employee required by the Centre to attend classes of instruction or interdepartmental meetings outside his regular hours shall be paid straight time rates for time spent in attendance at such courses or meetings or be given equivalent time off if mutually agreed to between the employee and the Employer. Failing agreement, payment of straight time rates shall apply.
- 16:06** Shifts worked when time switches from Central Standard to Daylight Savings Time and vice-versa shall be paid at straight time rates for actual hours worked.
- 16:07** **When overtime is required, it shall be offered to the most senior qualified volunteer employees, and when there are insufficient volunteer employees, such duty shall be assigned starting with the most junior employee, on duty, in the facility, that is qualified for the work.**

Article 17 Recognized Paid Holidays

- 17:01** The following shall be recognized paid holidays:

| | | |
|----------------|------------------------|-----------------|
| New Year's Day | Canada Day | Remembrance Day |
| Louis Riel Day | First Monday in August | Christmas Day |
| Good Friday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

Effective April 1st of each year, every employee shall be credited with a float holiday to be taken at a mutually agreeable date during the succeeding twelve (12) month period. If the float holiday has not been requested by February 1st in any given year, the float holiday will be allocated by the Employer and will not be carried forward to the following year.

- 17:02** A recognized holiday will be observed on the actual day it falls.

17:03 When an employee is required to work on a recognized paid holiday, she will receive one and one-half times (1 ½ x) her regular rate of pay for all hours worked in addition to her regular stat pay (pro-rated for part-time employees) for the recognized paid holiday. Upon written request being submitted by the employee at least two (2) weeks prior to the recognized holiday being worked, time in lieu on a straight hour for hour basis for time actually worked for up to eight (8) hours of the compensation for working on a general holiday will be granted to be taken at a future mutually agreeable date. An employee will at no time be able to bank more than three (3) recognized paid holidays to be taken at a future mutually agreeable date.

All time earned through the application of this Article must be taken before March 31st in any given year.

Any work performed beyond the normal working hours on a statutory holiday shall be paid at two times (2x) the employee's regular rate of pay.

17:04 The Employer alone shall have the right to determine which employees will be required to work on a recognized holiday. However, the Employer will make every effort to give employees at least two (2) recognized holidays in a calendar year which they will not be required to work.

17:05 When a recognized holiday falls on an employee's regular day off, he shall receive one (1) extra day's pay (pro-rated for part-time employees) at straight time rates. By mutual agreement between the Employer and the employee, another day may be granted in lieu.

17:06 If a paid holiday falls during an employee's vacation, he shall be allowed an additional day's paid vacation. Such a holiday may be paid for on a straight time basis if mutually agreed to between the Employer and the employee concerned.

17:07 If a paid holiday falls on a day on which an employee is receiving paid sick leave, it shall be paid as a holiday and not deducted from the sick leave credits.

17:08 Employees on a leave of absence without pay in which a recognized paid holiday occurs will not be eligible to receive payment for the recognized paid holiday.

- 17:09** Every employee will receive either Christmas Day or New Year's Day off. The selection of the day shall be determined by seniority within the department commencing with the most senior employee.
- 17:10** In order to qualify for the recognized holiday pay, an employee must work her full scheduled shift immediately preceding and/or immediately following the recognized holiday, except when the employee is absent due to illness or other reasons acceptable to the Employer.
- 17:11** An employee who is absent on a paid holiday after being posted/scheduled to work, forfeits her regular pay excepting stat pay for that day, unless she provides proof of illness from a medical practitioner or a reason acceptable to the Employer.

Article 18 Income Protection

- 18:01** An employee shall be entitled to payment of his regular salary during absence from work due to illness or injury sustained by him, to the extent that he has accumulated sick leave credits, as specified in Articles 18:02 to 18:07 inclusive.

- 18:02** The Employer agrees to recognize income protection credits accumulated prior to April 1st, 2007.

All employees shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days for each month of service. (A full month of service shall mean 173.3 hours for all employees other than registered nurses, registered psychiatric nurses and licensed practical nurses. A full month of service for registered nurses, registered psychiatric nurses and licensed practical nurses shall mean 178.5 hours.

- 18:03** No employee shall be permitted to utilize sick leave credits during his probationary period.

- 18:04** An employee who will be absent for any reason shall notify the Employer at the earliest possible time, but no later than the following:

Day Shift - one and one-half (1½) hours prior to the scheduled starting time.

Evening Shift - three (3) hours prior to the scheduled starting time.

Night Shift - three (3) hours prior to the scheduled starting time.

Failure to give notice of absence as specified above without a reason satisfactory to the Employer may result in non-payment of wages for the entire shift and all other working shifts until adequate notice is received.

- 18:05** The Employer reserves the right to require a medical examination by a qualified medical practitioner or a medical certificate as proof of the validity of any claim for sick leave and may result in a refusal of permission for the employee to resume his duties. An application for income protection benefits must be completed upon returning from absence in order to collect income protection benefits. All paid income protection will be deducted from accumulated credits to the nearest quarter hour.
- 18:06** A committee comprised of Union and Management personnel will review payments of sick leave to employees in order to ensure the appropriateness of benefits paid. Disciplinary action arising from the abuse of sick leave benefits will be at the discretion of the Employer.
- 18:07** An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the Worker's Compensation Act, shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits.

Time off for medical/dental specialist examinations, treatments or tests, including reasonable travel time within the City of Winnipeg may be granted at the discretion of the Employer. Such time off may be chargeable against the employee's accumulated income protection credits, provided the following conditions are met:

- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty.
- (ii) If (i) above is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss her situation with her Supervisor and attempt to arrange to be absent at a time which is least disruptive to the department. In determining an acceptable time for the employee to be absent, the urgency of the illness will be a major consideration.

Such requests shall not be unreasonably denied.

- 18:08** Income protection credits will accumulate on the same basis as institutional seniority is accrued under Article 9, with the exception of Article 9:02 and 9:03.
- 18:09** An employee may use up to **three (3)** days of their accumulated income protection credits per year (June 1st to May 31st of any given year) for illness of the following immediate family members: Child, spouse or parent. Income protection use for any other family member(s) will be at the discretion of the Employer.
- 18:10** An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.

An employee unable to work because of 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 Worker's Compensation Board (W.C.B.). Worker's Compensation payment will be paid directly to the employee by W.C.B.

- 18:11** Where a part-time employee has requested additional hours of work as per Article 14:10, and the employee concerned calls in sick for that shift(s), she shall not be eligible to claim income protection.
- 18:12** **An employee who is absent for illness, must provide an estimated date of return to work. If an employee is to be absent for illness for a period exceeding their income protection, they shall complete a request for a leave of absence. In accordance with Article 13, an employee may be granted an unpaid leave of absence.**

The employee will be responsible to review with the Director(s) every month their medical status as well as his/her expected date of return.

Article 19 Vacations

- 19:01** The agreed anniversary date for vacation is the 31st day of May in each year. Vacation earned in any vacation year is taken in the following vacation year.
- 19:02** Vacation with pay shall be granted to employees on the following basis:

- (a) Registered Nurses and Licensed Practical Nurses having less than one (1) year of service on May 31st in any year shall be entitled to a credit of six percent (6%) of all hours worked to a maximum of fifteen (15) working days vacation with pay.
- (b) Registered Nurses and Licensed Practical Nurses with one (1) year or more of service at May 31st of any year shall receive three (3) weeks' vacation with pay.
- (c) Registered Nurses and Licensed Practical Nurses with five (5) years or more of service at May 31st of any year shall receive four (4) weeks' vacation with pay.
- (d) Registered Nurses and Licensed Practical Nurses with fourteen (14) years or more of service at May 31st of any year shall receive five (5) weeks' vacation with pay.
- (e) All other employees having less than one (1) year of service on May 31st in any year shall be entitled to a credit of four percent (4%) of all hours worked to a maximum of ten (10) working days vacation with pay.
- (f) All other employees with one (1) year or more of service at May 31st of any year shall receive two (2) weeks' vacation with pay.
- (g) All other employees with two (2) years or more of service at May 31st of any year shall receive three (3) weeks' vacation with pay.
- (h) All other employees with six (6) years or more of service at May 31st of any year shall receive four (4) weeks' vacation with pay.
- (i) All other employees with fourteen (14) years or more of service at May 31st of any year shall receive five (5) weeks' vacation with pay.

19:03 No vacation will be accrued during periods of leave of absence without pay for which seniority was not earned in accordance with Article 9:03.

- 19:04** Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee, the Employer and all employees affected. Vacations shall commence immediately following an employee's regularly scheduled day off.
- 19:05** Part-time employees are entitled to paid vacation on the same basis as full-time employees.
- 19:06** An employee who terminates his employment for any reason is entitled to pay in lieu of vacation earned but not taken calculated as a percentage of hours worked.
- 19:07** Partial vacation and vacation with pay will be calculated as follows:
- (a) For employees entitled to two (2) weeks' vacation, four percent (4%) of earnings for hours worked up to May 31st;
 - (b) For employees entitled to three (3) weeks' vacation, six percent (6%) of earnings for hours worked up to May 31st;
 - (c) For employees entitled to four (4) weeks' vacation, eight percent (8%) of earnings for hours worked up to May 31st.
 - (d) For employees entitled to five (5) weeks' vacation, ten percent (10%) of earnings for hours worked up to May 31st.
- 19:08** Employees shall not waive vacation and draw double pay.
- 19:09** The payment of vacation will be on a twenty-six (26) regular pay period system and the cheques are direct deposited to the employee's financial institution. Upon four (4) weeks written notice, a cash advance to the nearest fifty dollars (\$50.00) not exceeding vacation pay owed for vacation taken may be paid on the last working day preceding vacation.
- 19:10** Seniority shall be the deciding factor for vacation, but will only apply to the names appearing on the posted vacation request form.
- 19:11** A one-time bonus of one weeks' vacation (pro-rated for part-time staff) will be granted to all staff on their 20th, 25th, 30th, etc. year of service.
- 19:12** After May 31, 1997, all vacations will start to accrue based on calendar years of service, not in hours of service.

- 19:13** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize accumulated income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.
- 19:14** Where an employee is subpoenaed for jury duty or in receipt of WCB benefits during her 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 the vacation year, subject to Article 19:04 (b).

Article 20 Wages

- 20:01** Job titles, wage rates and such supplementary provisions where applicable thereto which may be agreed upon between the parties, shall be as set forth in the wage schedule which shall be appended to and form part of this agreement. Starting salaries in the wage schedule are the minimum rates for each position, and when, in the judgment of the Employer, additional experience or other qualifications so warrant it, they shall not prevent the Employer from granting a higher starting salary to an employee. The granting of increases listed in the wage schedule shall be contingent upon the satisfactory performance of the employee's duties.
- 20:02** Where an employee is promoted from a position in a lower salary grade to a position in a higher salary grade, his wages shall under no circumstances be reduced and the amount of immediate and future salary increases resulting from that promotion shall be as detailed in Article 10:01. Where an employee is returned to his former position following an unsuccessful promotion trial, the original salary arrangement in the lower position will apply.
- 20:03** Where an employee is demoted from a position in a higher salary grade to a position in a lower salary grade, he shall be placed on the same increment step on the lower graded position as that he had attained in the higher graded position.
- 20:04** The salary of any employee who is dismissed for just cause, laid off or suspended shall cease to be paid from the time of his dismissal, layoff or suspension.

- 20:05** Individual salary increase resulting from the Wage Schedule shall be implemented at the commencement of the next pay period following the employee's anniversary date. A part-time employee who completes two thousand **one hundred and forty-five (2,145)** hours worked **for nurses, two thousand and eighty (2,080) hours worked for all other employees**, or twenty-four (24) months of service, whichever occurs first, shall be entitled to receive an increment. The increment shall be implemented on the bi-weekly pay period next following.

Article 21 Shift Differential and Weekend Premium

- 21:01** Employees requested by the Employer to work an evening or night shift where the employee does not normally work evenings or nights shall be paid a shift premium of **one dollar (\$1.00)** per hour for all hours worked on the shift. This does not apply to part-time employees requesting additional hours on a different shift.
- 21:02** Employees shall receive a premium of **seventy-five cents (\$0.75)** per hour for each hour worked between 23:30 hours on Friday and 23:30 hours on the subsequent Sunday.
- 21:03** Where applicable, employees shall receive both the shift differential and the weekend premium.
- 21:04** Shift premium and weekend premium will not be payable while an employee is:
- (a) Off duty for any reason
 - (b) Receiving overtime pay.

Article 22 Termination of Employment

- 22:01** An employee may terminate her employment with the Facility by giving the following notice:
- (a) **One (1) week before the date of termination if the employees service is less than one (1) year or;**
 - (b) **Two (2) weeks before the date of termination, if the employees service is one (1) year or more;**
 - (c) **Employment may be terminated with lesser notice by mutual agreement between the Employer and Employee.**

22:02 Employment may be terminated by the Employer with written notice provided as follows:

22:03

| <u>Period of Employment</u> | <u>Notice Period</u> |
|---|----------------------|
| Less than one (1) year | one (1) week |
| At least one (1) year and less than three (3) years | two (2) weeks |
| At least three (3) years and less than five (5) years | four (4) weeks |
| At least five (5) years and less than ten (10) years | six (6) weeks |
| At least ten (10) years | eight (8) weeks |

Employment may be terminated with lesser notice:

- (a) By mutual agreement between the Employer and the Employee, or
- (b) During the probationary period of a new employee, or
- (c) In the event an employee is dismissed for just cause.

22:04 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 entitlement.

Article 23 Part-time Employees

23:01 The Employer shall be free to hire part-time employees according to the needs of the Centre.

23:02 Unless expressly referred to elsewhere in this Agreement, part-time employees shall be regarded as coming under this Agreement, except that:

- (a) all references to and articles dealing with the following subject will not apply to part-time employees:

Hours of Work

Rest Days

- (b) any benefits deriving to full-time employees under any articles in this Agreement which deals with wages or supplementary benefits (paid leave of absence) will be earned by part-time employees in accordance with the ratio of the number of hours the part-time employees work regularly over what full-time hours would have been worked for that same period. **For nurses, two thousand one hundred and forty-five (2,145) hours of work and for other employees, two thousand and eighty hours (2,080) of work shall constitute one (1) years employment.**

Article 24 Safety and Health

24:01 It is agreed that both parties to this Agreement will co-operate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary. It is agreed that all employees shall cooperate in all health protection measures and submit to periodic medical examinations as may be required.

24:02 The parties agree to the establishment of a Workplace Health & Safety Committee to be composed of two (2) members appointed by each party. Each party shall elect or appoint its representatives to the Committee freely and without interference and they shall have a term of office of one (1) year and will be eligible for re-election or re-appointment.

The Committee shall meet regularly at intervals to be determined by the Committee but normally not less than once in each calendar quarter.

A quorum for meetings shall consist of one-half ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) of the employee members.

Information relating to health and safety shall be posted on the bulletin boards and shall include:

- (a) the objectives of the Workplace Health & Safety Committee;
- (b) the names of all Committee members and their terms of office;

- (c) the agenda for each meeting;
- (d) the scheduled meeting dates of the Committee;
- (e) the minutes of the previous meeting;
- (f) informational and educational materials which have specific relevance to the safety and health of employees in the workplace.

Article 25 Bulletining of Positions

- 25:01** When a vacancy occurs in any department of the Centre coming within the scope of this Agreement, a notice will be posted **on a job posting board, which will be accessible to all employees for a period of seven (7) calendar days.**
- 25:02** If no applications to fill the vacancy are received from employees of the Centre as specified in Article 25:01, or if the applicant or applicants are not, in the opinion of the Centre, considered to be suitable for such vacancy, then the Centre may fill the vacancy from the open market, subject to the applicants' right to the grievance procedure.
- 25:03** In considering applications, preference will be given according to seniority, provided that the applicant possesses the qualifications as prescribed by the Employer.
- 25:04** Job postings shall show location, title, rate of pay, normal days of work, normal days of rest and normal starting and finishing times. Copies of all job postings shall be given to the Local Union President at time of posting if and when requested.
- 25:05** An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer provided he has submitted the prescribed application form to the Employer prior to his departure.
- 25:06** An employee on leave of absence due to illness shall be considered for a promotion or transfer along with all other applicants provided that during such absence he advises the Employer **in writing** that he wishes to be considered for vacancies occurring during his absence. The employee shall specify position title(s), minimum and/or maximum EFT and desired shifts(s) (days, evenings, nights).

Article 26 Institutional Relations Committee

- 26:01** The parties hereto agree that a joint Committee will be set up composed of representatives chosen by the Employer and a like number chosen by the employees to deal with such matters of mutual concern as may arise from time to time in the operation of the Centre. This Committee shall meet as and when required, upon the request of either party, at a time convenient to both parties without any deduction of salary for time spent by the representative of the employees at such meetings. The Representative of the Union may attend meetings of this Committee and act as a member thereof.

Article 27 Miscellaneous

- 27:01** The Employer will provide a designated area for the exclusive use of the employees for the taking of meals and coffee breaks.

- 27:02** Each employee will be provided with a locker.

- 27:03** New Employees will be provided with a paid orientation program of a minimum of two (2) **shifts**.

Payment for the orientation shifts will be paid upon completion of **five (5) shifts** worked, exclusive of the orientation shifts.

At the Employer's discretion, Employees returning after a twelve (12) month leave of absence, will be provided with, and expected to participate in a one (1) shift unpaid re-orientation program.

- 27:04** Name tags will be provided to all employees at no cost to the employee. **Should the employee misplace their name tag, a replacement cost shall apply at management's discretion.**

Article 28 Employee Evaluation

- 28:01** Each performance evaluation given to an employee shall be in writing, dated, signed and delivered by the employee's supervisor.

- 28:02** No employees shall be required to indicate in writing acceptance of any statement contained in the evaluation, but shall acknowledge by his signature that he has reviewed the evaluation.

- 28:03** When a performance evaluation contains any statement of an employee other than the employee named in the evaluation, it shall be in writing and signed by the employee making such statement.

- 28:04** An employee may, in writing, authorize the Union to discuss a performance evaluation on his behalf with the Employer.
- 28:05** Upon request, an employee shall receive a copy of his performance evaluation.

Article 29 Contracting Out

- 29:01** The Employer agrees that there shall be no contracting out of any duties performed by an employee covered by the terms of this Agreement that would deprive such an employee of his employment.

Article 30 Transportation Allowance

- 30:01** An employee directed to return to the Centre to work not part of or consecutive with regularly scheduled hours shall be reimbursed for return taxi fare or, at the discretion of the employee, be paid a mileage allowance of **thirty** cents (\$0.30) per kilometer for the use of his personal motor vehicle, or **thirty** cents (\$0.30) per kilometer when required to use the vehicle for business.

Article 31 Uniform Allowance

- 31:01** Every employee who is required by the Employer to wear a uniform shall receive seven cents (\$0.07) per hour for all regular hours worked for the purchase and maintenance of said uniform.

Article 32 Job Descriptions

- 32:01** The employer will make available to each employee a job description outlining the normal duties to which he is assigned.

The Employer will make available to the Union a copy of each job description outlining the duties of each job title in each level contained in Schedule "A".

Article 33 Union Representation

- 33:01** a) Union representatives and grievors will be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances, provided such time off does not unduly disrupt the daily operation of the Home.

- b) Up to three (3) Union representatives will be granted necessary time off without loss of pay to meet with the Employer for the purpose of conducting negotiations, provided such time off does not unduly disrupt the daily operation of the Centre and subject to the maximum cost to the Employer of maintaining salaries for not more than the three (3) employees so engaged. The Employer's responsibility to pay shall be capped at a total of sixty-four (64) person hours.
- c) Any Union member participating in any Committee established by this Agreement will be granted necessary time off without loss of pay to attend such meetings.
- d) Up to three (3) employees elected or appointed for Union work shall be granted reasonable leave of absence for Union business provided arrangements approved by the Employer can be made to replace such an employee at no extra cost to the Employer. Employees granted such leave shall continue to be paid in the regular manner subject to total recovery of payroll and related costs by the Employer within fifteen (15) days from receipt of invoice by the Union.

33:02 The Union agrees to provide the Employer with a current list of table officers, stewards and committee representatives and will notify the Employer in writing of any change in Union representation when they occur.

Article 34 Harassment

34:01 The Employer and the Union mutually agree that no form of harassment shall be condoned in the workplace, and it's further agreed that both parties shall work together in such situations, once it is established that they exist. For the purpose of this Article, it is agreed that harassment is defined to include any acts of discrimination which are prohibited by the Manitoba Human Rights Code.

Article 35 Non-Discrimination

- 35:01** The Employer and the Union agree there shall be no discrimination, restriction or coercion exercised by either party or any person covered by this Agreement by a reason prohibited by the Human Rights Code of Manitoba.

Article 36 Interchange of Shifts

- 36:01** All requests for interchanges (shift exchanges) in posted shifts must be submitted, in writing, to the Department Manager at a minimum of two (2) weeks prior to the date of the requested shift change.
- 36:02** Interchanges in **scheduled** shifts will only be considered for permanent full-time and part-time employees.
- 36:03** Interchanges in posted shifts will only be considered if the number of hours to be worked by either party remains the same as originally scheduled within a pay period.
- 36:04** Interchanges in posted shifts must not result in any overtime costs to the Employer.
- 36:05** Requests for shift changes due to an emergency situation must be submitted to the Department Manager in writing. This request will be assessed on an individual basis and may be granted at the sole discretion of the Department Manager.
- 36:06** Employees accepting an interchange in shifts will not be permitted to trade away these shifts **however, the employee will be permitted to give away the shift(s) providing they find a replacement.**

Article 37 Responsibility Pay

- 37:01** An allowance (responsibility pay) of **fifty cents (\$0.50)** per hour for all hours worked shall be paid to one (1) R.N./R.P.N. “in charge” on each shift in every twenty-four (24) hour period when no out of scope employee is working in the Centre.

Such “in charge” shifts will be designated on the Master Rotation schedule by the Employer.

- 37:02** An allowance (responsibility pay) of **seventy cents (\$0.70)** for each hour worked will be paid to a L.P.N. temporarily assigned by the Employer, to perform all or substantially all of the duties of a R.N./R.P.N.

Article 38 Personnel File

- 38:01** There shall be one (1) personnel file maintained by the Employer for each employee.
- 38:02** Upon written request and at a mutually agreeable time, an employee, accompanied by a union representative if she so elects, shall be given the opportunity once per year, to review the contents of her personnel file in the presence of Management personnel. Her written reply to any document shall also be placed in her personnel file.
- 38:03** Upon written request, the employee shall also receive a copy of any such document(s) or performance appraisal(s) contained in the file.
- 38:04** In the case of any complaint related document containing the name(s) of, or signed by another employee, Resident, family member, or any other party, such name(s) will be blacked-out to protect those parties.

Article 39 Damage to Personal Effects

- 39:01** If an employee suffers damage to eye glasses, false teeth, watch, uniform/clothing or other personal effects usually carried or worn by the employee in the performance of their duties because of the action of a Resident of the Centre, the Employer will, if requested, forward a letter on behalf of the employee to the Resident's financially responsible party. It will request reimbursement at full replacement cost provided that the item damaged was purchased within three (3) months prior to the incident and proof of purchase is submitted. In other cases, reimbursement at seventy-five percent (75%) of replacement cost will be requested.
- 39:02** The Employer will not be held responsible for any reimbursement, if the Resident/Resident's financially responsible party refuses payment.

Article 40 Pension and Benefits

- 40:01** The Employer agrees to participate in HED Insurance Group, Policy #2396. Should a change in carriers or benefits be deemed necessary by the Employer, the Employer shall attempt to provide equal coverage under another policy.
- 40:02** The Employer agrees to participate **in a Long Term Disability Plan. The Employer will contribute to a maximum of two point three percent (2.3%) of an employee's base salary to fund the Long Term Disability Plan.**

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible 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 Long Term Disability Plan will be one hundred nineteen calendar days.

The elimination period shall continue to apply to any further absence occurring within a period of six months after returning from work if a reoccurrence, aggravation, exacerbation or deterioration of that original injury, condition or disease occurs, including, without limiting the generality of the foregoing, an absence caused by a complication arising from the treatment of that original injury, condition or disease.

Article 41 Retirement Bonus

41:01 The Employer and the Union agree that at any time the Employer may offer a voluntary retirement incentive payment as a retirement bonus to employees in a department or classification on the following terms and conditions:

(a) The employees in the department(s) or classification(s) whose applications are accepted will receive a lump sum payment based upon the schedule below:

| Age and Service | Lump Sum Payment |
|------------------------|-------------------------|
| 80 – 81 | \$8,000.00 |
| 82 – 83 | \$8,500.00 |
| 84 – 85 | \$9,000.00 |
| 86 – 87 | \$9,500.00 |
| 88+ | \$10,000 |

- (b) Eligible employees shall be given a four (4) week period of time in which to apply for the retiring incentive and to select an effective retirement date.
- (c) The Employer retains the right in its sole discretion to accept or reject any application for an offered retirement incentive due to the staffing needs of the facility or for any other bona fide reason.
- (d) In offering the incentive, the Employer may specify a date(s) on which retirement must be irrevocably effective for employees who apply for the retirement incentive.
- (e) It shall be the Employer's sole and exclusive right to determine the number of retirement incentives to be offered, to what department(s) or classification(s) the retirement incentive will be offered and the final approval of applications.

41:02 Calculation of the retirement bonus under 43:01 shall begin from the date of the employees last commencing employment at the Facility. For nurses, two thousand one hundred and forty-five (2,145) hours of work and for other employees, two thousand and eighty hours (2,080) of work shall constitute one (1) year of service

Article 42 Casual Employees

- 42:01** The Employer agrees to pay a casual employee no less than the start rate as set out in the salary schedule.
- 42:02** Casual employees shall receive vacation time and vacation allowance in accordance with the Manitoba Employment Standards Code, Division 5, Annual Vacations and Vacation Allowances.
- 42:03** The Employer shall schedule a rest period of fifteen (15) minutes away from the workstation during each continuous three (3) hour period of duty.
- 42:04** The Employer shall schedule a meal period of at least thirty (30) minutes during each consecutive eight (8) hours period of duty.

- 42:05** Overtime shall only be worked if authorized by the Employer and shall be paid for hours worked in excess of eight (8) hours **and fifteen minutes (8.25) for nurses and eight hours for all other staff** in a day or **eighty two and a half hours (82.5) bi-weekly for nurses and eighty (80) hours bi-weekly for all other staff** at the rate of one and one-half times (1 ½ x) the regular rate of the casual employee.
- 42:06** Casual employees shall be paid for recognized paid holidays in accordance with the Manitoba Employment Standards Code, Division 4, General Holidays.
- 42:07** The Union may use Article 6 and 7 to ensure casual employees receive the benefits of this Article.
- 42:08** Article 4 applies to casual employees. In the event that no wage payment is made during any bi-weekly period, the Employer shall have no responsibility to deduct and remit dues for that period.
- 42:09** A casual employee is not guaranteed any specific number of hours of work. A casual employee may be terminated by giving twenty-four (24) hours notice and such termination shall not be the subject of a grievance.

Article 43 Duration

- 43:01** This Agreement shall come into effect on the first (1st) day of April, **2010** and shall remain in effect until the thirty-first (31st) day of March, **2013**.
- 43:02** Either party to this Agreement desiring to terminate this Agreement or re-negotiate a new contract shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Agreement and present its proposals in writing within thirty (30) days following such notice. If notice is not given as above, the Agreement shall automatically be renewed without change for a further period of one (1) year.
- 43:03** Any new monetary benefits which result from the new contract will not be on a retroactive basis but will come into effect upon signing of the new contract. The only exception to this will be the salary increases resulting from the new Schedule "A". Back wages earned will be paid to all employees whose name appears on the payroll at the signing of the new contract.

IN WITNESS WHEREOF the Employer has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Union has caused this Agreement to be executed in its name attested by the hands of its

Signed this 29 day of April, 2011.

K. Barnert-Lawen

On Behalf of Golden Door
Geriatric Centre

Bob Teerley

On Behalf of the Manitoba Government
and General Employees' Union

Alex

On Behalf of Golden Door
Geriatric Centre

Mujana Djokic'

On Behalf of the Manitoba Government
and General Employees' Union

Mark

On Behalf of Golden Door
Geriatric Centre

SD

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Golden Door
Geriatric Centre

Terence Tjepum (Tad)

On Behalf of the Manitoba Government
and General Employees' Union

proper officers in that behalf.

Schedule “B”

Departments for the Purposes of this Agreement:

Registered Nurses
Registered Psychiatric Nurses
Licensed Practical Nurses
Health Care Aides Includes **certified and not certified**
Nursing Clerk
Rehabilitation Assistant

Dietary Cook
 Dietary Aides

Recreation Coordinator
 Recreation Aides – Includes certified and not certified

Housekeeping – Laundry Housekeeping Aides
 Laundry Aides

Maintenance **Caretaker**

Schedule "A"

| Classification | Date | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|----------------------------------|-----------|--------|--------|--------|--------|--------|--------|--------|
| Dietary Aid | Apr 2010 | 11.442 | 12.872 | 13.194 | 13.524 | 13.794 | 13.933 | |
| Housekeeping Aid | Apr 2011 | 11.785 | 13.258 | 13.590 | 13.930 | 14.208 | 14.351 | |
| Laundry Aid | Apr 2012 | 12.139 | 13.656 | 13.997 | 14.347 | 14.635 | 14.781 | |
| Health Care Aide (Not Certified) | Apr 2010 | 12.144 | 13.690 | 14.067 | 14.413 | | | |
| | Apr 2011- | 12.569 | 14.169 | 14.559 | 14.917 | | | |
| Recreation Aide (Not Certified) | Apr 2012 | 12.946 | 14.594 | 14.996 | 15.365 | | | |
| Health Care Aide Certified | Apr 2010 | 13.685 | 14.232 | 14.659 | 15.099 | 15.552 | 15.941 | |
| Activity Worker Certified | Apr 2011 | 14.164 | 14.730 | 15.172 | 15.627 | 16.096 | 16.499 | |
| | Apr 2012 | 14.659 | 15.246 | 15.703 | 16.174 | 16.660 | 17.076 | |
| Nursing Clerk | Apr 2010 | 13.958 | 14.516 | 14.952 | 15.400 | 15.785 | 16.180 | |
| | Apr 2011 | 14.586 | 15.170 | 15.625 | 16.093 | 16.495 | 16.908 | |
| | Apr 2012 | 15.024 | 15.625 | 16.094 | 16.576 | 16.990 | 17.416 | |
| Rehabilitation Assistant | Apr 2010 | 13.948 | 14.366 | 14.798 | 15.241 | 15.623 | 15.935 | |
| | Apr 2011 | 14.436 | 14.869 | 15.316 | 15.774 | 16.170 | 16.493 | |
| | Apr 2012 | 14.869 | 15.315 | 15.775 | 16.248 | 16.655 | 16.988 | |

| Classification | Date | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|-----------------------------------|----------|--------|--------|--------|--------|--------|--------|--------|
| Caretaker | Apr 2010 | 12.956 | 13.475 | 13.879 | 14.225 | 14.510 | 14.655 | |
| | Apr 2011 | 13.345 | 13.879 | 14.295 | 14.652 | 14.945 | 15.095 | |
| | Apr 2012 | 13.745 | 14.295 | 14.724 | 15.091 | 15.394 | 15.548 | |
| Activity Coordinator Certified | Apr 2010 | 14.118 | 14.542 | 14.979 | 15.428 | 15.814 | 16.129 | |
| | Apr 2011 | 14.613 | 15.051 | 15.503 | 15.968 | 16.367 | 16.694 | |
| | Apr 2012 | 15.124 | 15.577 | 16.045 | 16.527 | 16.940 | 17.278 | |
| Cook | Apr 2010 | 14.193 | 14.761 | 15.204 | 15.659 | 16.129 | 16.452 | |
| | Apr 2011 | 14.832 | 15.425 | 15.888 | 16.364 | 16.855 | 17.192 | |
| | Apr 2012 | 15.351 | 15.965 | 16.444 | 16.937 | 17.445 | 17.794 | |
| LPN | Apr 2010 | 20.748 | 21.425 | 22.094 | 22.911 | 23.658 | 24.490 | 25.362 |
| | Apr 2011 | 21.785 | 22.496 | 23.199 | 24.057 | 24.840 | 25.714 | 26.631 |
| | Apr 2012 | 22.547 | 23.283 | 24.011 | 24.899 | 25.710 | 26.614 | 27.563 |
| RN/RPN | Apr 2010 | 26.573 | 27.502 | 28.433 | 29.402 | 30.352 | 31.328 | 32.260 |
| | Apr 2011 | 27.902 | 28.877 | 29.855 | 30.872 | 31.870 | 32.894 | 33.873 |
| | Apr 2012 | 28.879 | 29.888 | 30.900 | 31.953 | 32.985 | 34.045 | 35.058 |

Note 1: For purposes of the operation of the Collective Bargaining Agreement, Health Care Aide (Not Certified) and Health Care Aide (Certified) shall be treated as one classification. Wages for those classifications shall be as per Schedule "A".

Note 2: For purposes of the operation of the Collective Bargaining Agreement, Recreation Aide (Not Certified) and Recreation Aide (Certified) shall be treated as one classification. Wages for those classifications shall be as per Schedule "A".