

Collective Agreement

between

Golden Door Geriatric

Local 87

and

Manitoba Government and General Employees' Union

April 1, 2017 to March 31, 2025

Table of Contents

Preamble.....	1
Article 1 Definition of Terms	1
Article 2 Recognition and Scope	3
Article 3 Management Rights.....	4
Article 4 Union Security & Dues	4
Article 5 Probationary Period	5
Article 6 Grievance Procedure	5
Article 7 Arbitration Period.....	7
Article 8 Continuance of Operations.....	9
Article 9 Seniority	9
Article 10 Promotion and Transfer.....	11
Article 11 Layoffs	12
Article 12 Rehiring	12
Article 13 Leave of Absence.....	13
Article 14 Hours of Work and Rest Days	17
Article 15 Working Conditions	20
Article 16 Overtime	20
Article 17 Recognized Paid Holidays.....	21
Article 18 Sick Pay.....	23
Article 19 Vacations	26
Article 20 Wages.....	28
Article 21 Shift Premiums	29
Article 22 Termination of Employment	29
Article 23 Safety and Health	31
Article 24 Posting of Positions.....	32
Article 25 Labour Management Committee	33
Article 26 Miscellaneous	33
Article 27 Employee Evaluation	34
Article 28 Contracting Out	34

Article 29 Transportation Allowance 34

Article 30 Job Descriptions 35

Article 31 Union Representation 35

Article 32 Harassment 36

Article 33 Non-Discrimination 36

Article 34 Shift Exchanges..... 36

Article 35 Responsibility Pay 37

Article 36 Personnel File 37

Article 37 Damage to Personal Effects..... 38

Article 38 Pension and Benefits..... 38

Article 39 Pre-Retirement Leave 39

Article 40 Casual Employees 40

Article 41 Duration..... 41

Schedule “A” - Departments..... 44

Salary Schedule – 2022 - 2024 45

*All changes appear in **bold**.

Alphabetical Table of Contents

Preamble.....	1
Article 7 Arbitration Period.....	7
Article 40 Casual Employees	40
Article 8 Continuance of Operations	9
Article 28 Contracting Out	34
Article 37 Damage to Personal Effects.....	38
Article 1 Definition of Terms.....	1
Article 41 Duration.....	41
Article 27 Employee Evaluation	34
Article 6 Grievance Procedure	5
Article 32 Harassment	36
Article 14 Hours of Work and Rest Days	17
Article 30 Job Descriptions	35
Article 25 Labour Management Committee	33
Article 11 Layoffs	12
Article 13 Leave of Absence.....	13
Article 3 Management Rights.....	4
Article 26 Miscellaneous	33
Article 33 Non-Discrimination.....	36
Article 16 Overtime	20
Article 38 Pension and Benefits.....	38
Article 36 Personnel File.....	37
Article 24 Posting of Positions.....	32
Article 39 Pre-Retirement Leave	39
Article 5 Probationary Period	5
Article 10 Promotion and Transfer.....	11
Article 2 Recognition and Scope	3
Article 17 Recognized Paid Holidays.....	21
Article 12 Rehiring	12

Article 35 Responsibility Pay 37
Article 23 Safety and Health 31
Article 9 Seniority 9
Article 34 Shift Exchanges..... 36
Article 21 Shift Premiums 29
Article 18 Sick Pay..... 23
Article 22 Termination of Employment 29
Article 29 Transportation Allowance 34
Article 31 Union Representation 35
Article 4 Union Security & Dues 4
Article 19 Vacations 26
Article 20 Wages..... 28
Article 15 Working Conditions 20
Schedule “A” Departments..... 44
Salary Schedule..... 45

*All changes appear in **bold**.

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 Definition 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 **recurrently** 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.
- 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 40.
- 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 word “Director” shall mean the Director(s) of the Centre or **their** duly delegated and appointed assistant.

- 1:07 The terms “Employer” and/or “Centre” shall mean the Golden Door Geriatric Centre.
- 1:08 The term “Union” shall mean the Manitoba Government and General Employees’ Union.
- 1:09 The term “promotion” shall mean a change from one classification to another classification that pays at a higher pay scale.
- 1:10 The term “transfer” shall mean a change from one classification to another classification that pays at the same pay scale as per Schedule A.
- 1:11 For the purpose of calculations of all benefits with the exception of Article 19, Vacation, **2,080** hours shall constitute one (1) year of service for all staff.
- 1:12 For the purpose of calculations of all benefits with the exception of Article 19, Vacation, 173.3 hours shall constitute one (1) month of service for all staff.
- 1:13 “Term Employee” means an employee hired **from outside the bargaining unit** 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.
- 1:14 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 **eighteen (18) months**. 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. **An existing permanent part-time/full-time employee, accepting a term position will retain their rights as set out for part-time/full-time employees.**
- 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 **their** 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, **they** 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

- 4:01** Every employee within the scope of this Agreement who is a member of the Union or who hereafter becomes a member of the Union shall maintain **their** 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 fifteenth of the following month. The Union agrees to notify the Centre in writing not later than the fifteenth 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 first 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 28 annually, a listing of employee home addresses.
- 4:07** **Union information and content will be shared with all new employees as part of the Employer's general orientation. Union to provide content.**

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 **four (4)** 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 **their** 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 **their** 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 **their** 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 **their** service in the Armed Forces.

- 9:03** An employee given leave of absence shall retain **their seniority**.
- 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.
- 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 **directly** been transferred from a **term** position to a **permanent** position without interruption of continuous employment. **Their seniority date would be the date they entered into the term position.**
- 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 MGEU staff representative.
- 9:06** The roster shall be **posted** by the Employer **on January 1 and July 1** of each year. The roster shall be open for correction for a period of **fourteen (14)** calendar days from the date of the posting. **During this time an employee or their representative may provide proof of error.** At the expiration of the **fourteen (14)** days, the seniority list, as corrected shall be considered to be the accurate seniority and shall not be subject to further changes until the next posting. **All seniority for the next six (6) months will be based on this roster.**
- 9:07** Should an employee be promoted or transferred to a position outside the bargaining unit and **they are** returned to the position **they** held within the scope of the Agreement within a period of six (6) months from the date of promotion or transfer, **they** will re-enter the bargaining unit with **the seniority they had accrued when they left the bargaining unit.**

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 **their** new position, or wishes to return voluntarily to **their** former position, **they** shall be returned to **their** 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, **they** shall be declared permanent after the trial period.

10:02 When an employee is promoted, **their** new and future salary will be determined as follows:

- (a) The new salary will be the rate of **their** new job title which is next higher to **their** rate on **their** 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, **they** shall be placed on the same increment step of the lower pay grade position as that **they** 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 **they** possess the required qualifications **and ability**, have the right to displace any employee in Golden Door Geriatric Centre who has less institutional seniority. An employee, upon receiving written notification that **their** position has been abolished shall, within seventy-two (72) hours, inform the Director(s) which position **they have** elected to assume. However, the employee will have the wage rate of the new position which is closest to **their** 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 **their** notice of recall being mailed to **their** 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 **they** did not communicate with the Employer within the time limit above, or
 - (b) If **they** did not report for work when instructed to do so; or
 - (c) If **they have** 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 **retain** 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, **they** shall notify the Employer at least four (4) weeks prior to **their** intended date of return.
- 13:03** An employee not reinstated in **their** 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 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 with at least four (4) weeks' notice and at the discretion of the Employer;
- (e) If an employee wishes to return to work after maternity leave, **they** shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave, the employee shall be placed in **their** 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 **they** must assume actual care and custody of **their** 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 **sixty-three (63)** weeks.

Subject to the Article below, Parental Leave must commence no later than **eighteen (18) months after the** 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, **they** shall provide the Employer with at least four (4) weeks' notice. On return from Parental Leave, the employee shall be placed in **their** 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 **Bereavement Leave**

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 **their** spouse, child (including step children), **grandchildren**, 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 **three (3)** 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, 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.

An employee's entitlement to bereavement leave shall not vary due to the employee's sexual orientation.

Bereavement 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 fifty (250) kilometers from the facility, or may be granted at the Employer's discretion if the travel required is less than two hundred fifty (250) kilometers from the 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.

13:07 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 **they are** entitled in Article 13:07 to the day of the funeral if it occurs on a scheduled work day for that employee.

13:08 **Jury Duty**

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

13:09 **Personal Unpaid Leave**

Other than leave of absence due to a disability, an employee shall not be entitled to a continuous leave of absence that exceeds a period equal to one (1) month per year of the Employee's completed service, up to a maximum of twelve (12) months, unless the Employee is entitled to such a leave by statute

or under the Collective Agreement. Leaves of absence under this article shall be applied for and considered pursuant to Article 13:01.

13:10 Compassionate Care Leave

Employees shall be entitled to Compassionate Care Leave on the terms set out in The Employment Standards Code. Employees on Compassionate Care Leave shall accrue seniority in accordance with Article 9 of the agreement.

13:11 Inclement Weather Leave

If an employee is unable to attend work due to blizzard conditions, as declared by either Environment Canada or the Employer, or due to the closing of roads by a police agency or the Department of Highways, staff shall not be paid for such work missed, however, on written request, **they** will be allowed to use bank time in lieu of overtime, bank time, statutory holiday or vacation time.

13:12 Employees are entitled to Domestic Violence Leave on the terms set out in Employment Standards.

13:13 Failure to return to duty as scheduled following any leave of absence shall be deemed to constitute a voluntary resignation unless reason satisfactory to the Employer is given.

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;
- (b) Eighty (80) paid hours per bi-weekly pay period;

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;

- 14:03** An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at **their** 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** **Employees may be required to rotate shifts.**
- 14:09** All employees are required to participate in mandatory education sessions. This is a requirement of Manitoba Health and the Winnipeg Regional Health Authority and a condition of ongoing employment. Employees will be assigned to participate in mandatory education sessions during regular working hours. Time spent in said sessions will be considered as time at work and will be paid accordingly. **Failure to complete mandatory education may result in suspension of shifts and/or the termination of employment.**

14:10 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 **one (1) calendar month** advance notification to the Union and the employees and consult with the Union pursuant to Article 26:01.

14:11 (a) Part-time employees **may work additional shifts to a maximum of eighty (80) hours biweekly where available. The Employer will endeavor to offer extra shifts on a seniority basis commencing with the most senior employee. Employees will be guaranteed a minimum of one (1) hour to respond. Ultimately shifts will be filled by the employee on a first response basis, subject to the one (1) hour minimum response.** 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) (i) Where a part-time employee is unable to work all or part of an additional shift for any reason, payment shall be made only in respect of hours actually worked.

(ii) Additional hours worked by a part-time employee shall be included in the determination of institutional seniority.

(iii) Additional hours worked by a part-time employee shall be included in determining an employee's earned vacation pay and accumulated income protection credits.

14:12 New employees will be provided with a paid orientation program of a minimum of two (2) shifts.

14:13 **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, one (1) shift unpaid re-orientation program.

Article 15 Working Conditions

- 15:01** When necessary, an employee may be called on temporarily to perform work not normally required of **their** 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 **they are** not properly trained. An employee temporarily assigned to perform such other work as stated above shall, under no circumstances, have **their** 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 **implemented** 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 **two times (2x)** 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 **their** shift shall be provided with a free meal or reimbursed the cost of a meal by the Employer up to a maximum of **fifteen dollars (\$15.00)**. A maximum of thirty (30) minutes can be taken to eat the meal and will be paid at overtime rates.
- 16:05** An employee required by the Centre to attend classes of instruction or interdepartmental meetings outside **their** 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. **Hours in excess of eight (8) hours per day or eighty (80) hours bi-weekly will be paid at overtime rates.**
- 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 **up to eight (8) hours. Overtime rates apply to more than eight (8) 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	Labour Day
Louis Riel Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1)	Christmas Day
First Monday in August	Boxing Day

- 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, **they** will receive one and one-half times (1½x) **their** regular rate of pay for all hours worked in addition to **their** 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 31 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, **they** 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 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.
- 17:07** 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.

- 17:08** The Employer shall consider requests for vacation around Christmas and New Year's in good faith and shall grant said requests or portions of said requests where operational requirements allow. Requests for time off over this period will be determined in accordance with Article 19:10, except to the extent required to ensure that an employee shall have **their** choice of Christmas Day or New Year's Day off every other year.
- 17:09** In order to qualify for the recognized holiday pay, an employee must work **their** 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.
- 17:10** An employee who is absent on a paid holiday after being posted/scheduled to work, forfeits **their** regular pay excepting stat pay for that day, unless **they** provide proof of illness from a medical practitioner **if requested**.

Article 18 Sick Pay

- 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 **they have** accumulated sick leave credits, as specified in Articles 18:02 to 18:07 inclusive.
- 18:02** All employees shall accumulate sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of service. (A full month of service shall mean one hundred seventy-three point three [173.3] hours.)
- 18:03** No employee shall be permitted to utilize sick leave credits during **their** 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 ($1\frac{1}{2}$) 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 **their** duties. **Employees are responsible for all costs associated in getting required medical certificates.** An application for **sick pay** must be completed and submitted for approval no later than the pay period immediately following the day(s) the employee is claiming. All paid **sick time** 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 **their** regular basic pay to the extent that **they have** 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:
- (a) Whenever possible, appointments are to be made on the employee's day off or at a time when **they are** not on duty.

- (b) If (a) 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 **their** situation with **their** 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 **five (5)** days of their accumulated **sick time** per year (June 1 to May 31 of any given year) for illness of the following immediate family members: Child, spouse or parent. **Sick time** 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 **their** duties must report such injury or illness to **their** immediate supervisor within twenty-four (24) hours or if not possible within twenty-four (24) hours, as soon as possible thereafter..

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 (WCB). Worker's Compensation payment will be paid directly to the employee by WCB.

- 18:11** Where a part-time employee has requested additional hours of work as per Article 14:11, and the employee concerned calls in sick for that shift(s), **they** shall not be eligible to claim **sick pay**.

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 **their** expected date of return.

Article 19 Vacations

19:01 The agreed anniversary date for vacation is May 31 in each year. Vacation earned in any vacation year is taken in the following vacation year.

19:02 **Effective June 1, 2023**, vacation with pay shall be granted to employees on the following basis:

- (a) **Employees** having less than one (1) year of service on May 31 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) **Employees** with one (1) year or more of service at May 31 of any year shall receive three (3) weeks' vacation with pay.
- (c) **Employees** with five (5) years or more of service at May 31 of any year shall receive four (4) weeks' vacation with pay.
- (d) **Employees** with fourteen (14) years or more of service at May 31 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 **the first weekday in June** 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 **their** 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 31;
 - (b) For employees entitled to three (3) weeks' vacation, six percent (6%) of earnings for hours worked up to May 31;
 - (c) For employees entitled to four (4) weeks' vacation, eight percent (8%) of earnings for hours worked up to May 31;
 - (d) For employees entitled to five (5) weeks' vacation, ten percent (10%) of earnings for hours worked up to May 31.
- 19:08** **Employees are expected and encouraged to take their accrued vacation each year but when circumstances prevent this, employees may waive vacation and draw double pay at the discretion of the Employer.**
- 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.
- 19:10** **Vacation requested by June 1 for the following twelve (12) months shall be decided by seniority (with the exception of Christmas and New Year's Day). Any requests made after June 1 will be on a first come first serve basis.**
- 19:11** A one-time bonus of one weeks' vacation (prorated for part time staff) will be granted to all staff on their 20th year of service and on every fifth year of service thereafter.
- 19:12** **Vacation accumulation will be based on hours worked.**

- 19:13** 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 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 **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 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, **their** 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 **their** 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, **they** shall be placed on the same increment step on the lower graded position as that **they** 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 **their** 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 2,080 hours worked 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 Premiums

- 21:01** Effective the **date of ratification**, the Employer shall pay an evening shift premium of **two dollars (\$2.00)** per hour for each hour worked between 15:30 hours and 23:30 hours.
- 21:02** Effective the **date of ratification**, the Employer shall pay a night shift premium of **three dollars (\$3.00)** per hour for each hour worked between 23:30 hours and 07:30 hours.
- 21:03** **Effective the date of ratification**, the Employer shall pay a weekend premium of **two dollars (\$2.00)** per hour for each hour worked between 23:30 hours on a Friday and 23:30 hours on the following Sunday.
- 21:04** Shift premium and weekend premium will not be payable while an employee is off duty for any reason;

Article 22 Termination of Employment

- 22:01** An employee may terminate **their** 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:

Period of Employment	Notice Period
At least thirty (30) days but 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.

22:03 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 Safety and Health

23:01 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.

23:02 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 24 Posting of Positions

- 24:01** 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 **five (5)** calendar days.
- 24:02** 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.
- 24:03** In considering applications, preference will be given according to seniority, provided that the applicant possesses the qualifications **and abilities** as prescribed by the Employer.
- 24:04** 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 **and MGEU Representative** at time of posting if and when requested.
- 24:05** Where the successful applicant to a job posting either returns to **their** former position or has **their** employment terminated, regardless of the reason for either occurrence, within ninety (90) calendar days of being awarded the job posting, the Employer shall not be required to re-post the vacancy and shall be entitled to offer the position to the applicant to the original posting who is next in line in accordance with Articles 25:02 and 25:03 until the position is successfully filled. The Employer shall keep a list of applicants eligible for hire, in the order they would be hired under Articles 25:02 and 25:03 and shall provide it to the Union in the event an applicant is hired under this article.
- 24:06** An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer provided **they have** submitted the prescribed application form to the Employer prior to **their** departure.

24:07 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 **they** advise the Employer in writing that **they** wish to be considered for vacancies occurring during **their** absence. The employee shall specify position title(s), minimum and/or maximum EFT and desired shifts(s) (days, evenings, nights).

The Employer is not required to hold a position open for an employee on a personal leave of absence.

Article 25 Labour Management Committee

25:01 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, **from each shift** 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 26 Miscellaneous

26:01 The Employer will provide a designated area for the exclusive use of the employees for the taking of meals and coffee breaks.

26:02 Each employee will be provided with a locker.

26:03 Name tags will be provided to all employees at no cost to the employee. Should the employee misplace their name tag, **the replacement cost shall be deducted from the employees pay at the discretion of management. Reasonable consideration shall be given and charges will not be unreasonably applied.**

Biometric swipe cards will be provided to all employees at no cost to the employee. Should the employee misplace their biometric swipe

card, the replacement cost shall be deducted from the employees pay at the discretion of management. Reasonable consideration shall be given and charges will not be unreasonably applied.

Article 27 Employee Evaluation

- 27:01** Each performance evaluation given to an employee shall be in writing, dated, signed and delivered by the employee's supervisor.
- 27:02** No employees shall be required to indicate in writing acceptance of any statement contained in the evaluation, but shall acknowledge by **their** signature that **they have** reviewed the evaluation.
- 27:03** 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.
- 27:04** An employee may, in writing, authorize the Union to discuss a performance evaluation on **their** behalf with the Employer.
- 27:05** Upon request, an employee shall receive a copy of **their** performance evaluation.

Article 28 Contracting Out

- 28:01** 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 **their** employment.

Article 29 Transportation Allowance

- 29:01** 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 **forty-nine cents (\$0.49)** per kilometre for the use of **their** personal motor vehicle, or **forty-nine cents (\$0.49)** per kilometre when required to use the vehicle for business.

Article 30 Job Descriptions

30:01 The employer will make available to each employee a job description outlining the normal duties to which **they are** 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 31 Union Representation

- 31:01**
- (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.

- 31:02** 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 32 Harassment

- 32:01** The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment, and violence.
- 32:02** 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 33 Non-Discrimination

- 33:01** 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 34 Shift Exchanges

- 34:01** 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.
- 34:02** Interchanges in scheduled shifts will only be considered for permanent full-time and part-time employees.
- 34:03** 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.
- 34:04** Interchanges in posted shifts must not result in any overtime costs to the Employer.

- 34:05** 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.
- 34:06** 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 35 Responsibility Pay

- 35:01** **Effective the date of ratification**, an allowance (responsibility pay) of **one dollar (\$1.00)** per hour for all hours worked shall be paid to one (1) RN/RPN/LPN “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.

Article 36 Personnel File

- 36:01** There shall be one (1) personnel file maintained by the Employer for each employee.
- 36:02** Upon written request and at a mutually agreeable time, an employee, accompanied by a union representative if **they** so elect, shall be given the opportunity once per year, to review the contents of **their** personnel file in the presence of Management personnel. **Their** written reply to any document shall also be placed in **their** personnel file.
- 36:03** Upon written request, the employee shall also receive a copy of any such document(s) or performance appraisal(s) contained in the file.
- 36:04** 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 37 Damage to Personal Effects

37:01 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.

Article 38 Pension and Benefits

38:01 The Employer agrees to participate in a **group health benefits plan**. Should a change in carriers or benefits be deemed necessary by the Employer, the Employer shall attempt to provide equal coverage under another policy.

38:02 The Employer agrees to participate in a **WRHA funded** 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 39 Pre-Retirement Leave

39:01 The Employer agrees to participate in the WRHA funded Pre-Retirement plan. The current plan states that employees retiring in accordance with the following 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 employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or.
- (d) Employees who have completed at least ten (10) years continuous service employment with the Employer, whose age plus years of service equal eighty (80);

Shall be granted retirement bonus paid pre-retirement leave on the basis of four (4) days per year of employment calculated.

Calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility at the site with the Employer and shall be based on the employee's total seniority on the date of retirement.

Calculated as follows:

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

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.

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.

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.

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 Employer's Organization will not be entitled to receive the pre-retirement benefit again.

Article 40 Casual Employees

- 40:01** The Employer agrees to pay a casual employee no less than the start rate as set out in the salary schedule.
- 40:02** Casual employees shall receive vacation time and vacation allowance in accordance with the Manitoba Employment Standards Code, Division 5, Annual Vacations and Vacation Allowances.
- 40:03** The Employer shall schedule a rest period of fifteen (15) minutes away from the workstation during each continuous three (3) hour period of duty.
- 40:04** The Employer shall schedule a meal period of at least thirty (30) minutes during each consecutive eight (8) hours period of duty.
- 40:05** Overtime shall only be worked if authorized by the Employer and shall be paid for hours worked in excess of eight (8) hours **or** eighty (80) hours bi-weekly at the rate of **two times (2x)** the regular rate of the casual employee.
- 40:06** Casual employees shall be paid for recognized paid holidays in accordance with the Manitoba Employment Standards Code, Division 4, General Holidays.

- 40:07** The Union may use Article 6 and 7 to ensure casual employees receive the benefits of this Article.
- 40:08** 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.
- 40:09** 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 41 Duration

- 41:01** This Agreement shall come into effect on the first day of April, **2017** and shall remain in effect until the thirty-first day of March, **2025**.
- 41:02** **Any new monetary benefit 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" which will be effective the first full pay period of April 2022. As per the Memorandum of Understanding dated February 25, 2022, the Manitoba Government and General Employees' Union recognizes that the increases proposed by Golden Door Geriatric Centre and accepted by the employees were in lieu of any back wages that would have been negotiated for the years April 1, 2017 to March 31, 2022.**
- Back wages earned will be paid to all employees whose name appears on the payroll at the signing of the new contract.**
- 41:03** 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.

41:04 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 proper officers in that behalf.

Signed this 22 day of MARCH, 2023.

K. Barnett-Lawson

On behalf of Golden Door

[Signature]

On behalf of Manitoba Government and General Employees' Union

On behalf of Golden Door

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Manitoba Government and General Employees' Union

Schedule "A" - Departments

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

Recreation Aides – Includes certified and not certified

Housekeeping - Laundry Housekeeping Aides

Laundry Aides

Maintenance

Caretaker

Salary Schedule – 2022 - 2024

CLASSIFICATION	EFFECTIVE DATE			START RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Dietary Aide	1st Full Pay of April	2.5%	2022	15.529	15.894	16.291	16.699	17.034	17.476	
Housekeeping Aide	1st Full Pay of April	2.5%	2023	15.917	16.291	16.699	17.117	17.460	17.913	
Laundry Aide	1st Full Pay of April	2.0%	2024	16.235	16.617	17.033	17.459	17.810	18.271	
Health Care Aide - Certified	1st Full Pay of April	2.5%	2022	18.204	18.725	19.287	20.398	20.808	21.218	
Recreation Aide - Certified	1st Full Pay of April	2.5%	2023	18.659	19.193	19.770	20.907	21.328	21.748	
	1st Full Pay of April	2.0%	2024	19.032	19.577	20.165	21.326	21.754	22.183	
Health Care Aide - Not Certified	1st Full Pay of April	2.5%	2022	15.803	17.622	18.107	19.048			
Recreation Aide - Not Certified	1st Full Pay of April	2.5%	2023	16.199	18.062	18.559	19.524			
	1st Full Pay of April	2.0%	2024	16.523	18.424	18.930	19.914			
Nursing Clerk	1st Full Pay of April	2.5%	2022	17.867	18.581	19.138	19.713	20.205	20.711	
Scheduling Clerk	1st Full Pay of April	2.5%	2023	18.313	19.046	19.616	20.206	20.710	21.229	
	1st Full Pay of April	2.0%	2024	18.680	19.427	20.009	20.610	21.124	21.654	
Rehabilitation Assistant	1st Full Pay of April	2.5%	2022	17.725	18.256	18.806	19.369	19.855	20.252	
	1st Full Pay of April	2.5%	2023	18.168	18.713	19.276	19.854	20.352	20.758	
	1st Full Pay of April	2.0%	2024	18.532	19.087	19.661	20.251	20.759	21.173	
Caretaker	1st Full Pay of April	2.5%	2022	14.842	15.435	15.899	16.294	16.621	16.788	
	1st Full Pay of April	2.5%	2023	15.213	15.821	16.296	16.702	17.037	17.208	
	1st Full Pay of April	2.0%	2024	15.517	16.138	16.622	17.036	17.378	17.552	
Cook	1st Full Pay of April	5.0%	2022	19.005	19.171	19.746	20.339	20.948	21.369	
	1st Full Pay of April	3.0%	2023	19.575	19.746	20.339	20.949	21.576	22.010	
	1st Full Pay of April	2.0%	2024	19.967	20.141	20.745	21.368	22.007	22.450	
LPN	1st Full Pay of April	3.25%	2022	27.847	28.755	29.654	30.751	31.752	32.869	34.042
	1st Full Pay of April	3.25%	2023	28.752	29.690	30.618	31.750	32.784	33.937	35.148
	1st Full Pay of April	2.0%	2024	29.327	30.283	31.231	32.385	33.440	34.616	35.851
RN/RPN	1st Full Pay of April	5.0%	2022	36.359	37.629	38.903	40.228	41.529	42.862	44.137
	1st Full Pay of April	3.0%	2023	37.450	38.758	40.070	41.434	42.774	44.148	45.461
	1st Full Pay of April	2.0%	2024	38.199	39.533	40.871	42.263	43.630	45.031	46.370

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".

NEW: A premium of \$1.00 per hour will be paid to the Dietary Aide designated as "Cook" in the absence of the Cook.