

Collective Agreement

between

Revera Long Term Care Inc.

Poseidon Care Centre

Local 81

and

Manitoba Government and General Employees' Union

April 1, 2013 to March 31, 2017

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	Effective April 1, 2013 to March 31, 2014	
	Effective April 1, 2014 to March 31, 2015 (1%)	
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*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made as of the 30th day of May, 2014

between

Revera Long Term Care Inc.

Poseidon Care Centre

(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-6038 of the Manitoba Labour Board.

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 “Employee Representative” when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Union Representative as provided in this Agreement.
- 1:03** The word “Executive Director” when used in this Agreement shall mean the Executive Director of the Employer at Poseidon Care Centre, 70 Poseidon Bay, Winnipeg, Manitoba.

- 1:04** The words “Probationary Employee” when used in this Agreement shall mean an employee who has acquired seniority as provided in this Agreement.
- 1:05** The words “Full-time Employee” shall mean a person covered by this Agreement who regularly and recurringly works the full prescribed biweekly working hours, exclusive of overtime and who has completed the sixty-five (65) day probationary period.
- 1:06** A “Part-time Employee” is one (1) who is committed to and regularly works less than the full prescribed biweekly hours of work specified in Article 18.
- 1:07** A “Casual Employee” is one (1) who works on an irregular non-scheduled basis called by the Employer to replace an absent employee or employed for vacation relief.
- 1:08** “Biweekly Period” shall mean the two (2) calendar weeks constituting a pay period.
- 1:09** The words “Union Representative” when used in this Agreement shall mean the representative of the Manitoba Government and General Employees’ Union located at 601 - 275 Broadway, Winnipeg, Manitoba.
- 1:10** The words “Local President” when used in this Agreement shall mean an employee of the Employer at 70 Poseidon Bay, Winnipeg, Manitoba so designated by the terms of Article 7.
- 1:11** The masculine shall be construed as including the feminine, the feminine shall be construed as including the masculine and the singular the plural, where required.
- 1:12** (a) The word “Seniority” shall be defined as the total number of paid hours, exclusive of overtime.
- (b) Seniority for part-time employees shall be based on the number of hours worked in relation to the number of hours worked by full-time employees.

Article 2 Purpose of Agreement

- 2:01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of the employees represented by the Union. The Union will not interfere with the successful operation of Poseidon Care Centre as a public service institution intended to provide accommodation pursuant to the provisions of the Nursing Home Act and/or other requisite legislation.

Article 3 Recognition

- 3:01** The Employer recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to all employees of the Employer at Poseidon Care Centre, 70 Poseidon Bay, Winnipeg, Manitoba except Registered Nurses, Licensed Practical Nurses, Registered Psychiatric Nurses, Registered Nursing Assistants, Physiotherapists, Occupational Therapists, Supervisors, Office Staff, Food Service Supervisor, Activities Director, other professional Employees and those excluded by the Act.
- 3:02** Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where it is for experimentation, instruction or for resolving emergencies.
- 3:03** The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3:04** The Union and its members recognize that the Employer is an organization operating under the provisions of the Nursing Home Act and therefore its purpose cannot be strictly compared to commercial or industrial enterprises.
- 3:05** Subject to Article 4, each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon

any employee because of membership or lack of membership in the Union, or as stipulated in the Manitoba Human Rights Code.

Article 4 Union Security and Check-off of Union Dues

- 4:01** The Employer shall deduct from every employee any dues or assessments levied in accordance with the Union Constitution and pay the same to the Manitoba Government and General Employees' Union as directed by the Union on or before the twentieth day of the following month. The amount of dues to be deducted will be as specified by the Union and the Union agrees to notify the Employer in writing not later than the fifteenth day of the month of any changes in dues and, in the case of an increase in dues, to furnish the Employer with the proper authorization to make such changes effective the first day of the following month.
- 4:02** Employees who, at the date of this Agreement, are within the bargaining unit, may become members of the Union if they wish to do so. All employees who are presently members of the Union and all new employees shall, as a condition of employment, become and remain members of the Union on the date of hire and will sign an application for membership when accepted for employment and pay the current initiation fee by way of payroll deduction.
- 4:03** The Employer shall provide to the Union on or before the twentieth day of each calendar month a list of the names from whose wages the deductions have been made.
- 4:04** The Union will save the Employer harmless from any claims that may arise from any deduction for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.
- 4:05** Dues will be checked off during any periods of absence in which an employee is receiving a pay cheque from the Employer.

Article 5 No Strike or Lockout

- 5:01** For the duration of this Agreement:

- (a) The Union agrees that there will be no illegal strike as defined in Section 1, Chapter L10, of The Manitoba Labour Relations Act taken by the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.
- (b) The Employer agrees that there will be no illegal lockout of employees.

Article 6 Management Rights

6:01 The Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the Employer to operate and manage Poseidon Care Centre in all respects and to:

- (a) Maintain order, discipline and efficiency, and to establish, and from time to time alter rules and regulations which shall not be inconsistent with the provisions of this Agreement and which will be observed by employees after reasonable notice has been given to the Union and the Local President or his designate;
- (b) Decide the use of improved or changed methods and equipment, but if the loss of a job is to be incurred by reason of technological change, the Employer shall so advise the Union prior to such changes and improvements in accordance with the Manitoba Labour Relations Act;
- (c) Hire, rehire, direct, suspend, transfer, classify, demote, promote, layoff or recall and to discipline or discharge for just and reasonable cause, provided that a claim by an employee that he has been unjustly or unfairly dealt with on any of the foregoing items may be subject to the grievance and arbitration procedures hereinafter provided.

6:02 Without restricting or limiting the generality of the preceding Articles, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

6:03 The Employer shall exercise its rights in a manner that is fair, reasonable and not inconsistent with the Agreement as a whole.

Article 7 Union Representation

7:01 The Union agrees to provide the Employer with a current list of officers and authorized employee representatives one of whom shall be elected as Local President, and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation. Authorized employee representatives should have completed their probationary period in order to be eligible for election to said position and must perform all of their assigned duties in the same manner as other employees.

7:02 Representatives of the Manitoba Government and General Employees' Union shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance and/or to communicate with members provided the Employer is given advance notice. Communication with members of the Union pursuant to this provision shall take into account:

- (a) The legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted; and
- (b) The legitimate interest of the Union in facilitating communication with its members.

7:03 Union representatives and/or grievors will be granted necessary time off with regular pay to meet with the Employer for the purpose of processing grievances or conducting negotiations, provided that such time off does not, in the Employer's opinion, unduly disrupt daily operations of the Centre, and subject to a maximum cost to the Employer of maintaining salaries for not more than two (2), except in exceptional circumstances where more than two (2) employees may be so engaged.

7:04 Copies of this Agreement shall be provided by the Union to the Employer and will be made available to the employee at the time of hiring. A member of the local executive shall be granted fifteen (15) minutes during employee

orientation to familiarize new employees in the bargaining unit with the general conditions and responsibilities with respect to the Collective Agreement and the Union.

- 7:05** A suitable bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the Executive Director or his delegated representative for approval and initialed by him prior to posting. The President of the Union may post urgent material in the absence of the Executive Director or his delegated representative. A copy of the material will be left for the Executive Director for his approval at a later date.
- 7:06** An employee requested to attend an investigation meeting or a disciplinary meeting shall be advised of their right to Union representation and be permitted to have a Union representative present during such a meeting.

Article 8 Grievance Procedure

- 8:01** (a) It is the mutual desire of the Employer and the Union that all complaints and grievances be resolved as quickly as possible.
- (b) An earnest effort shall be made to settle grievances fairly, and equitably in the following manner, however nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer any employee of the Employer or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any allegation that this Agreement has been violated.
- (d) When, as hereinafter required in this Article, a grievance is to be submitted in writing, a grievance shall be in writing on a form to be supplied by the Union, (except a grievance filed by the Employer) and such written grievance shall contain a statement of the matter

complained of and redress sought and shall be signed by the employee submitting the grievance and his Union representative and, in the case of a grievance submitted by the Union, same shall be signed by the Union representative or designate and, in the case of a grievance submitted by the Employer, same shall be signed by the Executive Director or designate.

- (e) Any time limits referred to in this Article and/or in Article 9 of this Agreement within which any procedure is required to be taken, or within which any decision is required to be delivered, or within which any notice is required to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays as defined in this Agreement.

8:02 Discussion Stage

An employee who has a complaint shall firstly take the matter up with his immediate supervisor outside the bargaining unit within seven (7) days of the time when the employee became aware of the complaint. The employee may be accompanied by his Union representative when taking the matter up with his immediate supervisor outside the bargaining unit. If the complaint is not satisfactorily resolved in writing within three (3) working days after the employee has contacted his immediate supervisor outside the bargaining unit, the complaint may then be taken up as a grievance in the following manner:

Step 1

The employee concerned shall submit a grievance (which may be submitted by the Union representative) in writing to the Executive Director within seven (7) days of the time the employee received the response at the discussion stage. The employee may be accompanied by his Union representative when taking the matter up with the Executive Director.

The Executive Director shall deliver his decision in writing to the employee concerned within three (3) days after the date on which he received the employee's written grievance as hereinbefore provided and a copy of the written reply of the Executive Director shall be mailed to the Union office on the same day.

Step 2

If the written decision of the Executive Director is not satisfactory to the employee concerned, the employee concerned may appeal the written decision of the Executive Director by lodging an appeal in writing with the Provincial Director or his designate within three (3) days after the date on which the employee concerned received the written decision of the Executive Director. The Provincial Director or his designate shall convene a meeting with the Union Committee and the employee concerned within five (5) working days after the date on which the Provincial Director or his designate received the written appeal. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Provincial Director or his designate shall deliver his decision in writing to the Local President within five (5) days after the date of the meeting and a copy of such decision shall be mailed to the Union office on the same day.

If the written decision of the Provincial Director or his designate at Step 2 above is not satisfactory to the employee concerned, and provided the complaint and grievance have been processed in the manner laid down in Article 8:02, the grievance may be taken to arbitration in accordance with Article 9.

- 8:03** A grievance filed by the Employer shall be filed with the Union representative or his designate within five (5) days after the date on which the Employer became aware of the cause of the complaint. The Union representative or designate shall convene a meeting with the Provincial Director or designate and not more than three (3) representatives of the Employer within three (3) days after the date on which the Union representative or designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Union representative or designate shall deliver his decision in writing to the Provincial Director or designate within three (3) days after the date of the meeting. If the decision of the Union representative or designate is not satisfactory to the Provincial Director or designate and provided the

grievance has been processed in the manner laid down in this Article, the grievance may be taken to arbitration in accordance with Article 9.

- 8:04** All grievances involving layoff, termination, suspensions **or a policy of the Employer** shall be initiated at Step 2 of the grievance procedure.

Article 9 Arbitration

- 9:01** Where a difference arises between the parties to this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within fourteen (14) calendar days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Unless both parties can agree to the appointment of a single arbitrator to constitute the board of arbitration, the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within seven (7) days advise the other party of the name of its appointee to the Arbitration Board. If the recipient of the notice fails to name an appointee within the stated time limit, the appointment shall be made by the Minister of Labour for the Province of Manitoba, upon request of either party.
- 9:02** The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for the Province of Manitoba upon the request of either party.
- 9:03** The parties shall endeavor to agree on a wording of the statement of the dispute to be arbitrated or, if they are unable to agree, each of the parties may submit its statement to the dispute to the Board. The Arbitration Board shall have jurisdiction to determine whether a grievance is arbitrable.

- 9:04** The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the chairperson shall be the decision of the Board.
- 9:05** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, or any person prohibited by law.
- 9:06** Each of the parties hereto will bear the expense of the arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.
- 9:07** The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The proceedings of the Arbitration Board will be expedited by the parties thereto.
- 9:08** At any state of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to Poseidon Care Centre and to view disputed operations and to confer with the necessary witnesses.
- 9:09** The parties agree that an Arbitration Board set up under this Article shall not have the power to add to, delete from, change or make any decision contrary to the provisions of this Agreement.
- 9:10** If it is determined or agreed at any stage in the grievance procedure (Article 8) or if the Board of Arbitration determines that any employee has been disciplined, suspended or discharged unjustly, the parties or the Board of Arbitration may dispose of the grievance by any arrangement which is deemed just and equitable.
- 9:11** The Arbitration Board shall have the power to amend a grievance, modify the penalty and relieve against any non-compliance with time limits or other technicality or irregularity.

9:12 The Arbitration Board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable.

Article 10 Probationary Period

10:01 Each newly hired employee must successfully complete a probationary period of sixty-five (65) working days or five hundred twenty (520) hours of employment, whichever is the longest. On or before the expiry date of the initial probationary period the Employer will confirm in writing to the employee the decision to:

- (a) Confirm his appointment as having completed his probation; or
- (b) Extend probationary status for a further five hundred twenty (520) regular hours which extension shall not be grievable and in which event the Employer will also notify the Union; or
- (c) Terminate the employee without recourse to the grievance procedure herein.

10:02 Periods of absence, including WCB, shall not be included for the determination of the probationary period. Any period of absence in excess of three (3) calendar months, prior to the completion of the probationary period, will result in the employee being required to serve the full probationary period upon return to work.

Article 11 Termination of Service

11:01 Continuity of service shall be considered broken, employment terminated and seniority lost when:

- (a) An employee quits or is discharged and is not reinstated pursuant to the grievance procedure;
- (b) An employee is absent from work for a period of three (3) consecutive days without providing a reason satisfactory to the Employer or without the consent of the Employer. This shall not be interpreted as preventing

the Employer from disciplining the employee who fails to report for work in accordance with scheduled shifts without providing a reason satisfactory to the Employer or without the consent of the Employer.

- (c) An employee fails to report to work at the termination of a leave of absence, vacation or suspension, without an explanation satisfactory to the Employer.
- (d) Is laid off for more than twelve (12) consecutive months;
- (e) Fails to report for work fourteen (14) calendar days after notification to do so following layoff exceeding thirty (30) days;
- (f) An employee leaves the Centre without the permission of the employee's immediate supervisor outside the bargaining unit or Resident Care Manager in the absence of the immediate supervisor or the Executive Director during regular working hours, subject however to the grievance procedure.

11:02 Notice of Termination

Notice of at least two (2) weeks will be given by an employee covered by this Agreement who wishes to resign.

11:03 The Employer shall give notice of termination of employment to all employees in accordance with the Manitoba Employment Standards Code, except:

- (a) During the probationary period of a new employee without recourse to the grievance procedure; or
- (b) In the event an employee is dismissed for just and reasonable cause.

11:04 Any written notice to any employee under this Agreement may be given personally, in writing, or prepaid registered post, addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

- 11:05** Where two (2) weeks' notice (exclusive of vacation) has been given, the Employer will make available, within five (5) calendar days after termination, all amounts due to terminated employees, including unpaid earnings and pay in lieu of unused vacation entitlement.

Article 12 Seniority

- 12:01** Seniority, as defined in Article 1:12, shall be calculated on the basis of the total number of hours worked and accrued. Seniority shall accrue on the basis of one (1) month for each one hundred seventy-three point three (173.3) hours worked and one (1) year for each 2,080 hours worked and include days paid by the Employer but not worked. The method of accrual shall apply to the earning of benefits such as income protection, vacation entitlement and increment adjustments. Casual employees shall not accrue seniority.
- 12:02** Should an employee be moved to a position outside of the bargaining unit and he is returned to a position he held within the scope of the Agreement within a period of six (6) months from the date of such move, he will re-enter the bargaining unit with the seniority he had accumulated to the date of such move.
- 12:03** Seniority lists shall be posted on March 1 and October 1 each year and a copy of the seniority list shall be given to the Local President at the time of posting. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting on presentation of proof of error by an employee. 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 list as of March 1 or October 1, as appropriate. The list shall be used as the accepted reference point in the event an employee's seniority after March 1 or October 1 is challenged.
- 12:04** (a) Seniority shall be retained and will continue to accumulate when a regular employee is absent from work under the following circumstances:

- (i) Approved leave of absence with pay;
- (ii) She or he is absent due to injury, illness or disability, including an absence compensable by Workers Compensation, for a period of up to twenty-four (24) months from the date of the first absence from work related to the injury, illness or disability.
- (iii) When on an approved maternity leave, up to a maximum of seventeen (17) weeks;
- (iv) When on an approved parental leave, up to a maximum of thirty seven (37) weeks;
- (v) Approved leave of absence without pay of thirty (30) days or less.

During the circumstances prescribed in (iv) and (v), seniority will accumulate on the average of actual hours worked during the three (3) pay periods immediately prior to the absence.

- (b) Seniority shall be retained but will not continue to accumulate when a regular employee is absent from work under the following circumstances:
 - (i) When laid off due to a reduction in staff for a period of twelve (12) months;
 - (ii) Approved leave of absence without pay for a period of thirty (30) days or more;
 - (iii) She or he is absent due to injury, illness or disability, including an absence compensable by Workers Compensation, for a period in excess of twenty-four (24) months from the date of the first absence from work related to the injury, illness or disability.
- (c) Seniority shall be lost when an employee is absent from work under the circumstances described in Article 11.

Article 13 Promotions and Transfers

- 13:01** In order to be eligible for a promotion or transfer, an employee must first possess a certificate or diploma specific to the position in question and meet the physical requirements of the position in question as prescribed by the Employer. Where more than one (1) employee possesses the above selection criteria, the promotion or transfer shall be based on seniority.
- 13:02** Employees who have not completed their probation or trial period in a given position will be eligible for promotion or transfer solely at the discretion of the Employer.
- 13:03** The successful applicant shall be placed on trial in the new position for a period of two hundred forty (240) working hours or four (4) months whichever occurs first. Such trial promotion or transfer shall become permanent after the trial period; unless during the trial period:
- (a) The employee feels that he is not suitable for the position and wishes to return to her former position; or
 - (b) The Employer feels that the employee is not suitable for the position and requires that she return to her former position.
- 13:04** When an employee is returned to his former position following an unsuccessful promotion trial for a period set out in Article 13:03, the original salary arrangement in the lower salary position will apply. All other employees having changed positions as a result of the original promotion or transfer will be returned to the positions held by them prior to the promotion or transfer provided they still exist.
- 13:05** When an employee is temporarily promoted from one (1) classification to another classification carrying a rate in a higher range, the employee shall be paid at the same increment level of the higher salary as she was receiving in this former position. Such temporary promotion and shall not be affected by the succeeding provisions in this Article. Owing to the importance of maintaining essential services, the need of the moment will determine the

work to be performed, but an employee will only be expected to carry out tasks, which he has the ability to perform.

- 13:06** (a) If an employee is promoted to a higher rated classification, the employee shall receive in the new classification the next rate above the employee's present rate and shall progress within the scale for such higher rated classification subsequent to the date of promotion.
- (b) If an employee transfers to a lower rated classification, the employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of transfer, provided that the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower rated classification.

Article 14 Layoffs

- 14:01** Where there is a reduction in positions (jobs) in the Centre, the employee displaced by this reduction will, provided he possesses the required qualifications and ability, be allowed to displace any employee in the Centre (within the scope of the bargaining unit) who has less seniority. The Employer shall notify employees four (4) calendar weeks prior to the effective date of layoff.
- 14:02** Part-time employees whose regular biweekly hours are reduced shall have the right to displace another part-time employee provided she has the required qualifications and ability and has more seniority. Said part-time employee may opt to fill a vacant position, provided she has the required qualifications, ability and has more seniority.
- 14:03** An employee who has elected to displace another employee shall have forty-eight (48) hours after notification of options in which to make a decision.

14:04 An employee who has been displaced shall have forty-eight (48) hours after notification of options, in which to make a decision.

14:05 In the event that the Employer should contract out any of the services provided by any of the employees covered by the scope of this Agreement, the provisions of Article 14:01 and Article 15 shall apply.

The Employer agrees not to contract out bargaining unit work performed by members of this bargaining unit where such contracting out results directly in the permanent layoff from the unit of full-time or part-time employees other than temporary or casual staff.

Article 15 Recall

15:01 When working forces are increased or when vacancies occur which are to be filled by the Employer, employees who had established seniority before being laid off will be recalled for work in order of their seniority subject to qualifications.

15:02 To qualify for recall, employees must file their name and current address with the Employer.

15:03 No new employees shall be hired for a position while there are employees on layoff with seniority who have the qualifications and are willing to do the work which is then available.

15:04 A person who is laid off by the Employer must communicate with the Employer within forty-eight (48) hours of receipt of notice of recall and must be prepared to begin work at the time designated by the Employer.

Receipt of notice of recall shall be established as follows:

- (a) In the event of notice sent by recorded delivery, the date of receipt;
- (b) In the event of notice sent by registered mail, the date of receipt;
- (c) In the event of notice sent by personal delivery, the date of service;

(d) In the event of notice sent by ordinary mail to the last recorded address on the records of the Employer, five (5) days after delivery to the postal authorities.

15:05 A laid off employees' right to be recalled will be terminated under the following circumstances:

- (a) If he did not communicate with the Employer within the time limit above;
- (b) If he did not report for work when instructed to do so;
- (c) If he has been laid off more than one (1) year without being recalled.

Article 16 Job Postings

16:01 When a vacancy occurs in any department of the Centre coming within the scope of this Agreement, a notice will be posted requesting applications to fill such vacancy from employees of the Employer.

16:02 Such notice will be posted for five (5) days to permit applicants to make application for the vacancy. Only the original position and the first vacancy from a successful applicant will be posted for the five (5) day period. Any subsequent postings which may be required will be posted for three (3) days.

16:03 If no applications to fill the vacancy are received from employees of the Employer or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market, subject to the applicant's rights to the grievance procedure.

16:04 Where more than one (1) employee possesses the qualifications prescribed by the Employer and meets the physical requirements for the position in question, the position shall be awarded to the employee with the most seniority.

- 16:05** Job postings shall include the following information: title, position number, start date, full time, part time or term, shift rotation, qualifications, date and time of posting, date and time of closing, shift start time and shift finish time.
- 16:06** The successful applicant to a job posting shall not be entitled to apply for another job posting for a period of six (6) months from the date of closing of the job posting he was accepted for, unless such subsequent job posting would constitute a promotion, a permanent position or an increase in scheduled hours of work.
- 16:07** Where a position is to become temporarily vacant, as a result of an approved leave of absence, the Employer shall post such vacancy for five (5) days. All regular and casual employees may apply for such position. The person awarded a term position must honor the length of that position (even an indefinite term) unless moving to a permanent position or a term position with increased hours. Any employee, who moves from one term position to another, will revert to their original permanent position at the expiry of the last term position that they have occupied.
- 16:08** **The name of the successful applicant for positions shall be posted within twenty-four (24) hours of advising the successful applicant or within twenty-four (24) hours of the closing of the posting if no applicants. Such posting shall remain posted for ninety-six (96) hours. The posting, once removed from the board, shall be forwarded to the Local President.**

Article 17 Leave of Absence

- 17:01** The Employer will grant a paid bereavement leave of absence of up to four (4) days for death of members in the immediate family. For the purpose of clarification of this Agreement, immediate family means: spouse, child, mother, father, stepmother, stepfather, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, current son-in-law and current daughter-in-law, fiancé. If due to travel further

leave is required, additional leave of absence up to four (4) days may be granted with or without pay at the sole discretion of the Employer.

Paid time, to a maximum of eight (8) hours shall be granted to an employee to attend a funeral as a mourner. Such requests must be submitted in writing the day before. Approval of such leave shall be at the sole discretion of the Executive Director, and shall not be subject to the grievance procedure. Such approval shall not be unreasonably withheld.

One (1) day may be retained for use where actual internment or cremation is at a later date.

17:02 It is agreed that this leave is limited to the days actually missed from work as per the employee's scheduled working time and does not include pay for days off, and shall be taken only in the period which extends from the date of death up to and including the day following internment or four (4) calendar days following the death, whichever is the greater.

17:03 A regular employee required to serve jury duty or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs shall be paid the difference between what he would have earned for his scheduled hours and the fees or witness fees received pursuant to the performance of jury duty or attendance as a witness. This will be effected by the employee signing over his jury duty fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty or witness subpoena. The employee will come to work during those regularly scheduled hours that he is not required to attend court and for which he receives no remuneration for jury duty or attendance as a witness.

17:04 Seventeen (17) weeks of maternity leave without pay may be granted to a pregnant employee, subject to the following conditions:

- (a) A written request must be submitted at least one (1) month before the intended date of the leave and not later than the end of the fifth month

of pregnancy, which request is accompanied with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

- (b) The employee must have completed six (6) months continuous employment with the Employer as of the intended date of the leave, unless otherwise agreed by the Employer.
- (c) Regardless of whether the employee requests such leave, the Employer may require the employee to commence such leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or if the employee's work is materially affected by the pregnancy;
- (d) The employee may not return to work for a minimum of six (6) weeks following delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient;
- (e) Employees on such leave will accrue benefits only to the end of the month in which the leave commences. Benefits will accrue from the date of return to employment. No seniority will accrue while an employee is on such leave, but seniority established at the point of leave will be reinstated on return to work at the termination of the maternity leave;
- (f) If requested by the employee, unpaid maternity leave of longer or shorter duration may be granted at the sole discretion of the Employer;
- (g) An employee who intends to resume her employment at the end of her maternity leave of absence shall advise the Employer of her intention to return at the same time as she requests such leave of absence. Upon her return to work, the employee will be placed in the job previously held with no loss of benefits or seniority and at the current rate of the salary level she had previously attained.

17:05 An employee may request a leave of absence (with or without pay). Such request shall be in writing and shall specify the reason for the leave. Such request shall be approved at the discretion of the Employer. Except in

emergencies, such request shall be made at least thirty (30) days in advance. The Employer shall approve or deny the request in writing as soon as practicable.

- 17:06** Unless the Employer makes a specific commitment as to the conditions under which an employee who is granted leave of absence in excess of four (4) calendar weeks will be employed on his return, he is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence or the maximum for the classification of the position returned to whichever is the lesser.
- 17:07** An employee not reinstated in his former classification on return from leave of absence will receive preferential consideration for promotion to the first suitable and available vacancy.
- 17:08** Failure to return to duty as scheduled following a leave of absence without an explanation satisfactory to the Employer may be deemed to constitute a voluntary resignation.
- 17:09** Employees elected or appointed to attend to Union affairs will be granted leave of absence without pay to a maximum of twenty (20) working days per calendar year.

Except in the event of an emergency, the Union agrees to give a minimum of fourteen (14) days' notice to the Employer. The Union agrees that in making such requests that it will not unduly interfere with the operations of the Centre and that the Employer will not be involved in additional payment to any employees.

Employees required to be absent from work on approved Union business shall continue to be paid in the regular manner by the Employer. The Union shall reimburse the Employer for all costs including wages and benefits paid to the employee for the time not worked. Such reimbursements shall be made within ninety (90) days of receipt of the invoice.

17:10 All periods of layoff or unpaid leave of absence exceeding thirty (30) calendar days shall be excluded in calculating seniority and accrual of fringe benefits; any leave of absence shall not affect accrued seniority. On receiving the request for the leave of absence in writing which is granted, the Employer shall require the employee to prepay necessary deductions for staff benefits.

17:11 Upon request, up to thirty seven (37) weeks leave of absence shall be granted to an employee upon the adoption of a child.

17:12 **Parental Leave**

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

- (a) (i) Be the natural mother of a child; or
- (ii) Be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (iii) Adopt a child under the law of the province.
- (b) An employee who qualifies under Article 17:12(a) must:
 - (i) Have completed seven (7) continuous months of employment; and
 - (ii) 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.
- (c) An employee who qualifies in accordance with this Article is entitled to parental leave without pay for a continuous period of up to thirty seven (37) weeks.
- (d) Subject to Article 17, parental leave must commence not later than the first 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.
- (e) 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 Centre.

17:13 The Employer may grant a Leave of Absence to a maximum of twelve (12) months for the purpose of advancing the employees' education. The education must be such that it is related to potential promotional opportunities with the Employer. Such employee shall not lose seniority and shall be returned to his former position and pay level.

17:14 **Compassionate Care Leave**

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued; or

(B) If the leave was begun before the certificate was issued, the day the leave began; and

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

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

- (e) A family member for the purpose of this Article shall be defined as:
- (i) A spouse or common-law partner of the employee. Where "common-law partner" of an employee means a person who, not being married to the employee, is cohabiting with him or her in conjugal relationship or some permanence.
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent.
 - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) Unless the employee and employer otherwise mutually agree, an employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.

- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 17:01.
- (i) In the event of conflict with the Employment Standards Code and Regulations thereunder and this Article, the Employment Standards Code and Regulations thereunder shall prevail.

Article 18 Hours of Work

- 18:01** Regular hours of work for all full-time employees will be:
- (a) Eight (8) consecutive hours per day, including meal period of one-half ($\frac{1}{2}$) hour;
 - (b) An average of eighty (80) hours per biweekly period including meal periods.
- 18:02** This is not to be read or construed as a guarantee of hours of work per day or for a biweekly period or of days of work per biweekly period.
- 18:03** Regular hours of work shall be deemed to:
- (a) Include a rest period of fifteen (15) minutes away from the work station to be scheduled by the Employer during each continuous three (3) hour period of duty; and
 - (b) Include a meal period of at least thirty (30) minutes to be scheduled by the Employer during each regular working day.
- 18:04** This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer.
- 18:05** (a) An employee reporting for work as scheduled shall be paid a minimum of three (3) hours at his regular rate of pay.

- (b) An employee called to work for a shift he was not scheduled to work with less than one (1) hours' notice and who arrives at work within one (1) hour of the normal start time where the employee has demonstrated that he arrived to work as quickly as reasonably possible, shall be paid as if he arrived at the start of the shift.

- 18:06** Effective as soon as practicable following the date of ratification, night shift shall be considered as the first shift of each calendar day. By way of example, the first shift of Saturday is the night shift which starts on Friday night and for which the majority of hours occurs on Saturday morning.
- 18:07** 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 scheduled period. Once the schedule is posted it will not be taken down. The scheduled shift will not be changed without the consent of the employee, except in an emergency. A copy of all department schedules posted or amended will be provided to the Local President.
- 18:08** In order to provide the Centre with twenty-four (24) hours continuous service, employees may be required to work over three (3) shifts, providing that their regular shift is revised only on an occasional basis or in the event of an emergency. Full-time and part-time employees are allowed to exchange shifts. Any change of shifts between these employees requires seven (7) days advance notice to the Employer and prior approval by the Employer. The exchange of shifts shall not result in any additional cost to the Employer. The Employer reserves the right to request signed statements from employees exchanging shifts.
- 18:09** An employee may be required to work more than five (5) consecutive days to provide for days off on a consecutive rotation basis of two (2) days off per week and shall be taken on such days as may be specified by the Employer. The Employer, to the best extent possible, shall arrange shift schedules such that an employee is not scheduled to work for more than seven (7) consecutive days, but shall schedule a minimum of one (1) weekend off in every three (3).

The Employer agrees that as long as existing circumstances prevail, it will continue with the present practice of providing one (1) weekend off in every two (2); any change in this practice will only be made after consultation with the President of the Local Union. This shall not apply to part-time employees who commit themselves to work additional weekends.

Should an employee be required to work his scheduled weekend off, he shall be paid for all hours worked at the overtime rates. For the purpose of this Article, weekend shall mean Saturday and Sunday, except in the case of the night shift, where it shall mean the Friday and Saturday shifts.

Nothing shall prevent the Employer and the Union from agreeing mutually to shift schedules which are contrary to the provision of this Agreement with respect to the scheduling of weekends off.

- 18:10** If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article, the said request and the granting of such shall not be a violation of this Agreement.
- 18:11** Other than casual employees, no employee will be required to work a split shift.
- 18:12** For shifts worked when time switches from central standard to daylight savings; and vice versa, the following shall apply:
- (a) An employee shall be paid for the actual hours worked to a maximum of eight (8) hours at their basic rate of pay including applicable premiums.
 - (b) Where the total number of hours worked exceeds eight (8) hours, overtime shall be paid for those hours worked in excess of eight (8) hours.

Article 19 Overtime

- 19:01** Overtime in excess of regular daily or biweekly hours established in accordance with Article 18 must be authorized by the Executive Director or his designate.

- 19:02** (a) An employee shall receive one and one-half times ($1\frac{1}{2}x$) the basic rate of pay for the first three (3) hours of authorized overtime in any one day.
- (b) An employee shall receive two times (2x) his basic rate of pay for authorized overtime beyond the first three (3) hours of such overtime in any one day.
- (c) Overtime worked on a statutory holiday shall be paid at the rate of two times (2x) the employee's basic rate of pay.
- (d) An employee required to work more than three (3) hours overtime immediately following a shift shall be provided with a meal or five dollars (\$5.00) if a meal is not available.
- 19:03** There shall be no pyramiding of payments or benefits.
- 19:04** The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the affected employees. An emergency situation is one, which could not be foreseen by the Employer and covered in the current shift schedule.
- 19:05** Full-time employees called in to work on their scheduled days off where a mutually agreeable alternate day off is not assigned as per the formula outlined in Article 21:10, shall be paid overtime rates for the hours required to be on duty with a minimum of four (4) hours.
- 19:06** If it occurs on an irregular basis, time less than ten (10) minutes per day shall not be counted as overtime and if any employee with the approval of the Executive Director or his designate works in excess of ten (10) minutes, he shall receive a minimum of one-half ($\frac{1}{2}$) hour at overtime rates.
- 19:07** Employees called back to work within fifteen and one-half ($15\frac{1}{2}$) hours after working their regular shift shall receive the overtime rate of pay for all hours worked within such fifteen and one-half ($15\frac{1}{2}$) hour period. This does not apply to an employee changing from one shift to another where established hours have been posted.

19:08 An employee required to be on standby shall be paid one (1) hour of basic pay for each eight (8) hour period of standby coverage.

An employee called back to work while on standby shall be paid for a minimum of four (4) hours at the applicable rate of pay.

19:09 By mutual agreement between the Employer and the employee overtime may be compensated by the granting of equivalent time off at the applicable rates of pay. Such time shall be taken by the employee within sixty (60) days following the date of the earned overtime. All unused banked overtime not taken as time off in lieu of pay within the sixty (60) days shall be paid out unless otherwise mutually agreed.

Article 20 Income Protection in Case of Illness

20:01 An employee who is absent from the schedule due to illness, disability or because of a non-compensable accident, shall be entitled to utilize income protection benefits equal to the employee's regular rate of pay for each day of personal illness or injury that he was scheduled to work to the extent of accumulated income protection benefits, including periods which:

- (a)** Time off for medical, dental and chiropractic examination or treatments shall be granted and such time off shall be charged against the employee's accumulated income protection credits to the extent of accumulated sick leave benefits, providing the following conditions are met:
 - (i)** Whenever possible, appointments are to be made on the employee's day off or a time when she is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area. Whenever possible, proof of the appointment will be provided to the Employer.

(b) In the opinion on the Employer his presence constituted a health hazard for residents and/or other employees and he was instructed by the Employer to leave his place of duty.

- 20:02** The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 20:03** Employees will be allowed to accumulate income protection at the rate of one and one-half (1½) days for each full month of service (a full month of service shall mean one hundred seventy-three point three [173.3] regular hours of work) which may be accumulated to a maximum of one hundred twenty (120) working days.
- 20:04** Income protection credits will accumulate on the same basis as seniority.
- 20:05** A declaration of illness or injury shall be completed by the employee on returning from absence before income protection is paid in the case of short-term illness.
- 20:06** An employee who will be absent for any reason shall inform the Employer of his first days absence as follows:
- (a) Where the employee is scheduled to commence his shift at or prior to 10:30 hours, a minimum of one (1) hours' notice prior to the commencement of his shift;
 - (b) Where the employee is scheduled to commence his shift between the hours of 10:30 and 24:00 hours, a minimum of three (3) hours' notice prior to the commencement of his shift;
 - (c) Failure to give notice of absence as specified in Article 20:06(a) or (b) without a reason satisfactory to the Employer may result in non-payment of wages or income protection for the entire shift and all other working shifts until adequate notice is received;
 - (d) An employee returning to work following an absence of more than one (1) shift shall inform the Employer as follows:

- Day Shift: Notify department by 14:00 hours the day prior to returning to work.
- Evening Shift: Notify department by 10:00 hours the day returning to work.
- Night Shift: Notify department by 12:00 hours the day returning to work.

If no call has been received and the employee shows for work the next scheduled shift and has been replaced, that person will be sent home without pay and the replacement will remain at work.

- 20:07** The Employer reserves the right to require a medical examination and/or medical report to determine an employee's fitness to perform his normal duties. Failure to comply with such request may result in non-payment of income protection benefits and/or refusal to allow the employee to continue or resume his duties. The Employer shall pay the full cost of any such medical examinations **and report** requested.

In the event an employee has declared his absence is due to accident or illness and the Employer has reason to believe that the absence has not been due to accident or illness, the Employer may request a certificate from a duly qualified medical practitioner either at the time the employee notifies that he is absent due to accident or illness, or by advance notice. Failure to comply with such request may result in non-payment of income protection benefits and may result in discipline.

- 20:08** It is understood and agreed by both parties that income protection benefits are not payable for absences due to pregnancy except for illness related to pregnancy.

- 20:09** Income protection benefits will cease on termination of employment or on retirement or on death. Income protection benefits will not accrue (except in the event of pregnancy leave where such benefit accrued to the end of the month in which the employee commences pregnancy leave) while an employee is on leave of absence without pay.

- 20:10** Until an employee has accumulated six (6) months' seniority, he shall not be entitled to income protection.
- 20:11** Each employee with three (3) years seniority or more as of the May 31 cut-off date shall be entitled to receive one (1) days paid leave of absence for each year of seniority to a maximum of five (5), provided that at the sole discretion of the Employer, there has been no evidence of abuse of income protection benefits during the past two (2) years for employees with only three (3) years of seniority and during the past twelve (12) months for employees with four (4) or more years of seniority. Such days of paid leave are to be taken on days mutually agreed between the employee and the Employer, and if possible, added to vacation time or in conjunction with regular days off.
- (a) This section will not apply to any employees hired after the date of ratification.
 - (b) The parties agree to delete Article 20:11 effective March 31, 2020.
 - (c) The employee has less than twenty-two (22) years of service.
- 20:12** Only normal regularly scheduled working days will be charged against income protection credits.
- 20:13** If an employee's income protection credits expire while he is off sick, he must, at the expiration of his sick leave, inform the supervisor of his department of his inability to return to work and state his expected date of return. He must inform the supervisor of his department before the newly agreed date if he is subsequently unable to come on duty as expected.
- 20:14** The Union agrees to cooperate with the Employer in controlling the unnecessary use of income protection benefits. Any abuse of income protection benefits will result in disciplinary action, which may include discharge.
- 20:15** If an employee is prevented from performing his regular work with the Employer on account of an occupational accident associated with his employment and this accident is recognized by The Workers Compensation

Act as compensable within the meaning of the Act, the Employer will, on request, supplement the award made by the Workers Compensation Board (WCB) for loss of wages to the employee by such an amount that the award of the WCB and the Employer supplementation will equal one hundred percent (100%) of the employee's regular net wages and the employee's income protection credits will be reduced proportionately. When the application for compensation is made, the employee shall advise whether or not he wishes to accept the Employer supplementation.

- 20:16** Employees may utilize up to five (5) days of income protection credits in any calendar year to deal with illness in the family (spouse, child, parent).
- 20:17** The Employer will advise an employee, on request, as to the amount of unused income protection to his credit.
- 20:18**
- (a) An employee who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
 - (b) An employee unable to work because of a work related injury or illness shall inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the WCB. Workers Compensation payment will be paid directly to the employee by WCB.
 - (c) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (i) Advance payment(s) shall not exceed the employee's basic salary (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.

- (ii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (iii) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB directly to the employee.
- (iv) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (v) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

Article 21 Designated Statutory & Paid Holidays

21:01 The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
August Civic Holiday	Employee's Birthday

If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will

replace the paid holiday designated as the employee's birthday. The intent is that there will be no more than twelve (12) paid holidays per calendar year.

- 21:02** Remembrance Day is recognized as a float holiday which can be taken at any time during the year on the mutual agreement of both the employee and the Executive Director. In the event that the employee should take a day other than Remembrance Day as a float holiday and should not work the full scheduled shift immediately preceding and immediately following Remembrance Day, one (1) days' pay may be deducted from the employee's wage entitlement. Should the employee work on Remembrance Day, having taken the float holiday in lieu, he shall receive payment of his regular rate for any and all work performed on the said day.
- 21:03** Each full-time and part-time employee shall advise the Executive Director or his designate at least six (6) weeks in advance as to his birthday in order to permit the proper scheduling for his holiday. The employee may, however, request to be scheduled for each holiday on a day mutually agreed within the two (2) weeks on either side of his birthday. Should an employee's birthday fall on a holiday, an alternate day will be granted by the Executive Director within the two (2) weeks on either side of the birthday or on a day mutually agreed.
- 21:04** Full-time employees shall receive one (1) day's pay for paid holidays not worked, provided that they have worked their last scheduled shift prior to and their first scheduled shift after the holiday. If an employee is not entitled to the holiday pay as a result of this Article, he shall nevertheless be paid for all hours worked on any paid holiday at the rate of one and one-half times ($1\frac{1}{2}x$) his regular rate for the time worked on that day, provided that if the employee is absent from either of the shifts mentioned in the first sentence of this Article as a result of illness, he shall nevertheless be entitled to be paid for the holiday if he provides a certificate issued by a qualified medical practitioner that he was unable to work due to illness. The absence from either of the said shifts due to a certified illness shall be applicable only to one (1) paid holiday for each illness.

- 21:05** Unless otherwise provided, any full-time and part-time employee required to work and who actually works on any of the paid holidays outlined in Article 21:01 shall be paid overtime rates for hours worked with a minimum of four (4) hours plus paid holiday pay or any combination as specified in the formula set forth in Article 21:10. Any overtime work performed in excess of eight (8) hours on a paid holiday shall be paid for at the rate of two times (2x).
- 21:06** A part-time employee who is employed in any week in which a paid holiday occurs shall receive holiday pay for paid holidays not worked equivalent to his earnings, exclusive of overtime, for the days on which he worked during the thirty (30) calendar days prior to the paid holiday in relation to what a full-time employee earned in the same period, times one (1) days' pay, provided that he has worked his last scheduled shift prior to and his first scheduled shift after the paid holiday. If a part-time employee is not entitled to the holiday pay as a result of this Article, he shall nevertheless be paid for all hours worked on any paid holiday at the rate of one and one-half times (1½x) his regular rate for the time worked on that day with a minimum of four (4) hours.
- 21:07** Any part-time employee required to work and who actually works on any of the paid holidays shall be paid at overtime rates for hours worked with a minimum of four (4) hours and shall, in addition, receive what holiday pay he would have received if he hadn't worked.
- 21:08** If a paid holiday falls on a full-time employee's regular day off or during his vacation period, he shall be granted an alternate day off with regular pay on a day mutually agreed to or one (1) day may be added to his vacation.
- 21:09** In arranging payment for time worked and paid for at other than regular rate of pay, the Employer may, by mutual agreement with an employee, pay on any one (1) of the following basis:
- (a) The regular days' pay plus one and one-half times (1½x) (or the amount applicable) in money;

- (b) One and one-half times (1½x) (or the applicable rate) plus one (1) day off within sixty (60) days of the said holiday or day in question, unless otherwise mutually agreed;
- (c) One (1) days' pay plus one and one-half times (1½x) (or the applicable time) days off within sixty (60) days of the said holiday or day in question unless otherwise mutually agreed;

Failure to reach agreement between the Employer and the employee will result in the employee being paid in money.

- 21:10** An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day, unless he provides proof of illness from a medical practitioner or a reason acceptable to the Employer. Should payment for the holiday be granted it would be at the regular straight time rate.
- 21:11** The Employer will endeavor to advise the employee of the disposition of a request for time off under this Article within seven (7) days of such request being made, except in exceptional circumstances.
- 21:12** Notwithstanding the provisions of Article 21:09, regular full time employees who are required to work on any of the recognized paid holidays listed in Article 21:01 will be allowed to bank up to a maximum of five (5) recognized paid holidays. These banked recognized paid holidays must be used in the vacation year they are earned.

Article 22 Vacations

- 22:01** The agreed anniversary date for vacation is May 31 of each year. Annual vacations will normally be scheduled between June 1 and September 30 of each year.
- 22:02** Vacations 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, upon the completion of their probationary period, to a

credit of five-sixths ($\frac{5}{6}$) days scheduled vacation with pay for each month of service;

- (b) Employees with one (1) year or more of service at May 31st of any year shall receive two (2) weeks scheduled vacation with pay;
- (c) All employees with two (2) years of service or more as of May 31 of any year shall receive three (3) weeks scheduled vacation with pay;
- (d) All employees with five (5) years of service or more as of May 31 of any year shall receive four (4) weeks scheduled vacation with pay;
- (e) All employees with twelve (12) years of service or more as of May 31 of any year shall receive five (5) weeks scheduled vacation with pay.
- (f) All employees with twenty-two (22) years of service or more as of May 31 of any year shall receive six (6) weeks scheduled vacation with pay.
- (g) Effective June 1, 2014, an additional five (5) days vacation shall be granted to an employee only in the vacation year of her twenty-fifth anniversary of employment and in each subsequent fifth anniversary year. Entitlement for part-time employees shall be prorated based on regular hours worked in the previous vacation year.**

22:03 No vacation will be accrued during periods of leave of absence without pay which exceed one (1) month per calendar year.

22:04 The Employer shall post a vacation list setting out vacation earned. The vacation list shall be posted from March 1 to March 31 during which period employees shall submit their vacation requests.

Vacation requests shall be accepted until April 1 of each year. Seniority shall be the deciding factor. Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer and all employees affected.

If not already submitted, vacation requests for the December 15 to January 15 period must be submitted by November 1 of each year. Unless prior approval has been received, seniority shall be the deciding factor to determine who receives vacation, providing that the staffing requirements of the facility are met.

Vacation requests shall not be unreasonably denied and the Employer shall endeavour to provide a response to vacation requests within seven (7) days, except as provided for herein.

- 22:05** Part-time employees are entitled to paid vacation on the same basis as full-time employees.
- 22:06** 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.
- 22:07** Partial vacation and vacation 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;
 - (e) For employees entitled to six (6) weeks' vacation, twelve percent (12%) of earnings for hours worked up to May 31.
- 22:08** Employees shall not waive vacation and draw double pay.
- 22:09** Where an employee has a scheduled vacation, and such vacation is interrupted by a significant illness, the vacation days, during which the

employee was hospitalized or required bed rest as ordered by a physician due to illness, shall be replaced with income protection, if available. The remaining scheduled vacation days shall stand. The displaced vacation days shall be rescheduled at a later date that is mutually agreeable to both parties. A medical certificate will be provided, if requested.

Article 23 Uniforms

23:01 A uniform allowance equivalent to ten cents (10¢) per worked hours will be provided to all full-time and part-time employees.

Article 24 Part-time and Casual Employees

24:01 Part-time employees shall accrue seniority on the basis of hours actually worked. For example, a part-time employee who works forty (40) hours shall have achieved one (1) week's seniority. No casual employee shall accumulate seniority.

24:02 Except as specifically provided for in this Agreement, the provisions of this Agreement shall not be applicable to casual employees. However,

- (a) The provisions of Article 4 shall apply.
- (b) The Employer will pay any casual employee no less than the starting rate of the position to which he is assigned and thereafter the employee will receive increments in the Salary Schedule based on hours actually worked.
- (c) The Employer shall schedule a rest period of fifteen (15) minutes away from the work station during each continuous three (3) hour period of duty.
- (d) The Employer shall schedule a meal period of at least thirty (30) minutes during each consecutive eight (8) hours period of duty.
- (e) Overtime shall only be worked if authorized by the Employer and shall be paid for hours worked in excess of eight (8) hours in a day or forty

(40) hours in a week at the rate of one and one-half times (1½x) the regular rate of the casual employee. There shall be no pyramiding.

- (f) The provisions of Article 33 shall apply.
- (g) Casual employees shall receive general holiday pay in accordance with the provisions of the Manitoba Employment Standards Code and shall be paid for hours worked on a general holiday on the same basis.
- (h) (i) Annual vacation and vacation allowance for casual employees shall be administered in accordance with the Manitoba Employment Standards Code, Division 5, Annual Vacations and Vacation Allowances.
- (ii) Casual employees shall receive vacation pay allowance biweekly at a rate of four percent (4%) of regular earnings in a biweekly period during the first four (4) years of employment and thereafter shall be paid at a rate of six percent (6%).
- (i) Article 8 and 9 apply for casual employee only with respect to Articles of the Collective Agreement which specifically apply to casual employees.

24:03 The employment of casual employees may be terminated by the giving of twelve (12) hours' notice by the initiating party. The termination of the services of a casual employee shall not be the subject of a grievance, irrespective of whether or not the duration of continuous employment extended beyond three (3) calendar months.

24:04 Upon a casual employee being accepted for part-time or full-time employment, he shall be credited with seniority based on the number of hours worked within the calendar year prior to the date he became a part-time or full-time employee as the case may be, and if five hundred twenty (520) hours have been worked in such period in the same classification as the part-time or full-time employment accepted into, such employee shall be deemed to have put his probationary period.

24:05 Part-time employees wishing to work additional hours and who so indicate in writing to the Employer shall be given preference and first opportunity to work the additional hours. Where more than one (1) employee has requested to work additional hours the hours will be offered to the employee within the department having the most seniority.

It is understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

Article 25 Labour Management Committee

25:01 The parties hereto agree that a joint committee will be set up composed of the employee representatives as defined in Article 1:02 and an equal number of representatives chosen by the Employer 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 deductions from salary for time spent by the employee representatives at such meetings. Matters covered by this Agreement will not be within the scope of the Labour Management Committee. However, the Committee may discuss methods of dealing with possible abuse of income protection.

Time spent in attendance at committee meetings shall be considered time worked.

Article 26 Salaries and Increments

26:01 Employees who work their full scheduled shift of eight (8) hours including meal period shall receive the equivalent hourly rates specified in the Salary Schedule attached to and forming part of this Agreement multiplied by eight (8). Employees who work less than a full eight (8) hour shift including meal period shall receive pay for each hour worked excluding meal period on the basis of the equivalent hourly rate set out in said Salary Schedule. The wage rates paid by the Employer shall be neither above nor below the rates set out in the Salary Schedule.

- 26:02** All employees shall receive their wage payments via direct deposit on completion of their regular shift every other Thursday for the two (2) week period ending the Friday of the previous week. A statement of earnings will be provided showing hours paid at straight time, shift premium, overtime and deductions.
- 26:03** The terms “Regular Pay” and “Straight Time” when used in this Agreement shall mean the amounts indicated in the wage classifications contained in the Salary Schedule.
- 26:04** Individual salary increases resulting from seniority levels set out in the wage schedules shall be implemented at the commencement of the next pay period following the date on which the employee achieved the required seniority.
- 26:05** The words “Seniority” and “Length of Service” shall be synonymous.
- 26:06** Pay errors of one (1) day’s pay or less shall be paid on the following pay day. In the event a pay error in excess of one (1) day’s pay is reported to the Employer by 13:00 hours on a business day (excluding Saturday, Sunday and statutory and paid holidays), a cheque shall be provided to the employee by the end of the next business day.

Article 27 Inclement Weather

- 27:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or due to road closures as declared by Civic or Provincial authorities, staff shall not be paid for such work missed, however, upon written request the absent employee shall be permitted to use banked time, banked statutory holidays or vacation time to replace the missed time.

An employee scheduled to work during an event as described above shall make all reasonable efforts to attend at work. There is no expectation that an employee put their own personal safety at risk.

Article 28 Safety and Health

28:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of management, employees and the Union.

The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

The employee agrees to take reasonable care to protect his safety and health and the safety and health of others who may be affected by his acts or omissions at work. The employee shall, where required, use all devices and wear all articles of clothing and/or personal protection equipment designated and supplied for his protection.

The present Workplace Safety and Health Committee shall continue for the term of this Agreement.

The Union shall be required to appoint a minimum of four (4) representatives to this Committee. The Local President will be notified of vacancies and shall be required to fill the position within ten (10) days of notification. Time spent by committee members shall be considered time worked. Minutes of meetings shall be taken and posted on the Safety and Health bulletin board.

Article 29 Letters of Warning

29:01 Disciplinary records for employees shall not be used in future disciplinary action provided the employee has maintained a disciplinary free record of employment for eighteen (18) months of work service from the date any disciplinary action was issued.

The employee shall be advised of any material being placed in the file at the time of filing.

Article 30 Job Descriptions

- 30:01** Copies of current job descriptions for each classification covered by this Collective Agreement shall be provided to the Local President.

Article 31 Harassment and Discrimination

- 31:01** Harassment shall be defined as in the Manitoba Human Rights Code 1987 the Employer and the Union agree that they will not condone harassment in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

The parties agree that there shall be no discrimination as referred to in The Human Rights Code and Labour Relations Act.

Article 32 Shift and Weekend Premium

32:01 Evening Shift Premium

The Employer shall pay an evening shift premium of one dollar (\$1.00) per hour for each worked between 15:30 hours and 23:30 hours.

32:02 Night Shift Premium

The Employer shall pay a night shift premium of one dollar and seventy five cents (\$1.75) per hour for each worked between 23:30 hours and 07:30 hours. **Effective April 1, 2016, night shift premium will increase to one dollar and ninety cents (\$1.90).**

32:03 Weekend Premium

The Employer shall pay a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each worked between 23:30 hours on a Friday and

23:30 hours on the following Sunday. **Effective April 1, 2016, weekend premium will increase to one dollar and fifty cents (\$1.50).**

Article 33 Duration

- 33:01** This Agreement shall be in full force and effect from **April 1, 2013** until **March 31, 2017**.
- 33:02** Either party to this Agreement desiring to terminate this Agreement or negotiate a new contract shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement and present its proposals in writing within forty-five (45) days prior to the expiration of the current Collective Agreement; or as is mutually agreed upon between the parties.
- 33:03** If notice is given under Article 33:02, negotiations shall commence prior to thirty (30) calendar days preceding the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement. This Agreement shall remain in force until such time as the discussions or negotiations break down.
- 33:04** If notice is not given under Article 33:02, this Agreement shall be renewed without change for a further period of one (1) year.

Article 34 Employee Benefits

- 34:01** The Employer agrees to pay the full cost of **\$30,000** Group Life Insurance Policy for all employees under the age of **seventy (70)** who have completed their probation.
- 34:02** The Employer shall provide on a mandatory basis a dental plan for full-time employees. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time employees who have completed probation. The plan shall be voluntary for part-time employees and the Employer shall pay a proportionate amount of such premium for part-time employees who have completed probation, based on the number of hours

worked in relation to the full-time employees by the part-time employee concerned. The Employer shall be entitled to deduct from the part-time employee's pay cheque the difference between the Employer's contribution and the total premium. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

The dental fee guide will lag two (2) years behind the current prevailing year of the Manitoba Dental Association Schedule.

The Employer agrees that Dental Plan coverage is a matter for negotiation between the parties. The Employer shall provide to the Union, upon request, information regarding Dental Plan Benefits levels and premium rate levels and/or changes.

- 34:03** The parties agree to the implementation of a Retirement Plan for all eligible employees effective January 1, 1990 provided the Plan details are finalized by the parties in time for successful implementation on this date.

The Retirement Plan will be a group RRSP vehicle with defined contributions by the Employer and the employees. This Plan will be similar to other Retirement Plans the Employer has in effect.

The contribution formula for both Employer and employee contributions five percent (5%) of earnings. The Retirement Plan will be available to part-time employees and new hires will be eligible to join after six (6) continuous months of employment, or 1,040 hours worked provided they have successfully completed their probation.

- 34:04** Effective April 1, 2011, employees retiring at age fifty-five (55) or older who have over ten (10) years of continuous service shall receive a retirement bonus of thirty (30) days' pay based on their basic rate of pay (excluding allowances and premiums) at the time of retirement.

Effective April 1, 2009, employees retiring at age fifty-five (55) or older who have over ten (10) years of continuous service shall receive a retirement

bonus of twenty-five (25) days' pay based on their basic rate of pay (excluding allowances and premiums) at the time of retirement.

34:05 Long Term Disability

The Employer shall maintain an LTD plan with a carrier of the Employer's choice, comparable to the nursing plan in Poseidon. The Employer to pay one point three percent (1.3%) and the employees to pay one percent (1.0%).

34:06 Extended Health Care Plan

The parties herein agree to the following with respect to the provision of an Extended Health Care Plan:

- (a) The Employer agrees to make available to all full-time and part-time employees who have completed their probationary period an Extended Health Care Plan.
- (b) Participation in the plan shall be on a voluntary basis and shall be one hundred percent (100%) employee paid.
- (c) Information regarding the Extended Health Care Plan shall be provided to an employee upon becoming eligible for benefits.
- (d) Acceptance into the plan shall be based on the requirements of the plan as determined by the carrier.
- (e) Any issues that arise with respect to the plan shall be referred to the Labour/Management Committee.

Enhancements to the extended Health Care Plan:

- Paramedical Practitioners – including massage therapy, chiropractor, physiotherapist at three hundred fifty dollars (\$350) per practitioner per year.
- Vision Care – two hundred dollars (\$200) every two (2) years.

Article 35 Damage to Personal Property

35:01 If an employee's glasses or personal belongings (including watches, dentures, medic alert bracelet, hearing aids, and other medical devices and excluding uniform and jewellery) are damaged as a direct result of performing his duties, and such damage is not compensated pursuant to any other plan or otherwise, the Employer agrees to make reasonable compensation following proper documentation of the incident. Watches will be reimbursed to a maximum of seventy five dollars (\$75). The validity of such compensation payment will be determined exclusively by the Employer. Such decision is not subject to the grievance procedure.

IN WITNESS HEREOF the undersigned have set their hands for, and on behalf of, Revera Long Term Care Inc. and Manitoba Government and General Employees' Union.

Signed this 30th day of may, 2014.



On behalf of Revera Long Term Care Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Revera Long Term Care Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Revera Long Term Care Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Revera Long Term Care Inc.
Poseidon Care Centre

and

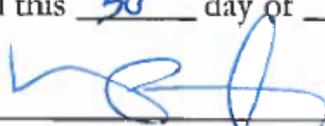
Manitoba Government and General Employees' Union

Re: Working Short

The parties to the Collective Agreement agree to strike a committee not later than sixty (60) days from ratification that will meet as needed as mutually agreed to discuss working short prioritization. Members of the committee to be determined by the parties with up to four (4) representatives from either the Union or Employer.

The purpose of these discussions will be to discuss working short prioritization issues in the workplace and endeavour to solve any issues related to working short levels. The committee does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discretion. The committee may make recommendations to the Union or the Employer with respect to its discussions and conclusions.

Signed this 30th day of May, 2014.



On behalf of Revera Long Term Care Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Revera Long Term Care Inc.

Poseidon Care Centre

and

Manitoba Government and General Employees' Union

Re: Article 20:02(c)(iv)

The parties herein agree to the following:

Notwithstanding Article 20:02(c)(iv) of the current Collective Agreement and for greater certainty the date of ratification therein referenced is November 15, 2010.

Signed this 5th day of June, 2014.



On behalf of Revera Long Term Care Inc.



On behalf of Manitoba Government and General Employees' Union

Salary Schedule

The starting salary of a newly hired employee shall recognize recent and relevant experience hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year:	Start Rate
1 year within the past 2 years:	1 year rate
2 years within the past 3 years:	2 year rate
3 years within the past 4 years:	3 year rate

It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and relevant experience within the first three (3) calendar months of employment in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to any recognition.

Effective April 1, 2013 to March 31, 2014

<u>Classification</u>	<u>Probation</u>	<u>Start</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>
Housekeeping Aide	14.605	14.958	15.289	15.596	15.949
Dietary Aide					
Laundry Aide					
Health Care Aide	16.754	17.122	17.489	18.100	18.737
Rehabilitaiton Assistant	16.828	17.196	17.550	18.150	18.762
Janitor	15.460	15.802	16.144	16.520	16.760
Cook	18.152	18.511	18.798	19.134	19.577
Maintenance Assistant	16.377	16.723	17.070	17.474	17.727

Effective April 1, 2014 to March 31, 2015 (1%)

<u>Classification</u>	<u>Probation</u>	<u>Start</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>
Housekeeping Aide Dietary Aide Laundry Aide	14.751	15.108	15.442	15.752	16.108
Health Care Aide	16.922	17.293	17.664	18.281	18.924
Rehabilitaiton Assistant	16.996	17.368	17.726	18.332	18.950
Janitor	15.615	15.960	16.305	16.685	16.928
Cook	18.334	18.696	18.986	19.325	19.773
Maintenance Assistant	16.541	16.890	17.241	17.649	17.904

Effective April 1, 2015 to March 31, 2016 (2%)

<u>Classification</u>	<u>Probation</u>	<u>Start</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>
Housekeeping Aide Dietary Aide Laundry Aide	15.046	15.410	15.751	16.067	16.431
Health Care Aide	17.260	17.639	18.017	18.647	19.303
Rehabilitaiton Assistant	17.336	17.715	18.080	18.698	19.329
Janitor	15.927	16.279	16.632	17.019	17.266
Cook	18.700	19.070	19.366	19.712	20.168
Maintenance Assistant	16.872	17.228	17.586	18.002	18.262

Effective April 1, 2016 to March 31, 2017 (2%)

<u>Classification</u>	<u>Probation</u>	<u>Start</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>
Housekeeping Aide	15.347	15.718	16.066	16.388	16.759
Dietary Aide					
Laundry Aide					
Health Care Aide	17.605	17.992	18.378	19.020	19.689
Rehabilitaiton Assistant	17.683	18.070	18.442	19.072	19.715
Janitor	16.245	16.605	16.964	17.359	17.611
Cook	19.074	19.451	19.753	20.106	20.572
Maintenance Assistant	17.209	17.573	17.937	18.362	18.628