

# **Collective Agreement**

*between*

**Riverwood Square**

*and*

**Manitoba Government and General Employees' Union**

**Local 380**

**January 1, 2017 to December 31, 2019**

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\*All changes appear in **bold**.

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\*All changes appear in **bold**.

This Agreement made this 24<sup>th</sup> day of August, 2017

*between*

**Riverwood Square**

(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 primary purpose and concern of the Employer is service to the individual senior; and

WHEREAS the union recognizes that the Employer is an organization devoted to the care of seniors, it is clearly understood that at all times and under all circumstances, the Employer, the Union and the employees shall give first consideration to the welfare of the senior, and

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, and

WHEREAS it is the desire of both parties that these matters be drawn up in an agreement, and

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

## **Article 1     Scope of Recognition**

- 1:01**     The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of Riverwood Square included in the bargaining unit as certified by the Manitoba Labour Board under Certificate No. MLB-6796, and employed in classifications outlined in Schedule “A” attached to and forming part of this agreement.
- 1:02**     Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training, emergency, instruction or where regular employees are not available.
- 1:03**     The Employer agrees to distribute to the local union executive and to the MGEU any revised job description once finalized.

## **Article 2     Management Rights**

- 2:01**     Except as otherwise specifically provided in this Agreement, the Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively by the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a)     Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause;
  - (b)     Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the bargaining unit;
  - (c)     Determine the direction of working forces, the schedule of operations, the number of shifts, job content, quality and quantity, standards, the establishment of work or job assignments; change, combine or abolish

job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked.

- 2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

### **Article 3 Definitions**

- 3:01** An "employee" is a person employed by the Employer and covered by this Agreement.
- 3:02** A "full-time" employee is one who regularly works the hours specified in Article 12.
- 3:03** A "part-time" employee is one who regularly works less than full-time hours, as per Article 12:01, on a regular and recurring basis.
- 3:04** A "term position" shall be for a specific time period or until completion of a particular project up to a maximum duration of one (1) year. This period may be extended if the Employer and the Union mutually agree. For situations related to Worker's Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified the Employer shall if posting within the residence, state on the job posting that the employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above. An employee in a term position may be required to complete the term position within the bargaining unit.

**3:05** All new full-time employees shall be on probation for **five hundred and twenty (520) hours of work including rest periods** with provision for an extension of the probationary period for another **five hundred and twenty (520) hours of work including rest periods**, and all new part-time employees shall be on probation for five hundred and twenty (520) hours from the day of their employment, with provision for extension for a further five hundred and twenty (520) hours. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first **one hundred and sixty (160) hours and four hundred and forty (440) hours of work including rest periods for probationary employees** and discussed with the affected employee.

**3:06** A “casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage, subject to Article 19:01. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:

- (a) Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
- (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”. Increments will be earned in accordance with the number of hours worked.
- (c) Casual employees are entitled to the shift premium(s) outlined in Article 18.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half ( $1\frac{1}{2}$  x) their basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 13:01 and 13:02.
- (f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.

- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) Seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 8:02. Such casual seniority will not take priority over full-time or part-time employee seniority.
- (i) Articles 6 and 7 herein apply only with respect to the terms of this Article.
- (j) A casual employee shall be entitled to pay for all general holidays provided in the agreement as prescribed by the Manitoba Employment Standards Code.

**3:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

**3:08** The term “Employer” shall mean the Riverwood Square.

**3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union, as per Manitoba Labour Board Certificate No. MLB-6796.

**3:10** The word “promotion” shall mean a change from one (1) classification to another classification with a higher maximum rate of pay.

**3:11** The word “demotion” shall mean a change from one (1) classification to another classification with a lower maximum rate of pay.

**3:12** The word “transfer” shall mean a change by an employee from one (1) position in a classification to another position within the same classification in Schedule “A”.

**3:13** A full-time or part-time employee who resigns and who within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.

#### **Article 4 Union Security and Dues Check-off**

**4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.

**4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.

The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification and work location.

**4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.

**4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

**4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

**4:06** All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire. Excepting employees who qualify for exemption under the Manitoba Labour Relations Act.

The Union will provide the Employer with Union membership application forms. The Employer shall distribute said application forms within its

employment process and advise new employees that they must be a member of the Union to work in the facility. The new employee will be directed to fill out the form and give it to the union's designated officer at the facility.

**4:07** Employees shall commence paying dues for all hours worked upon hire.

### **Article 5 Legislative Provisions**

The following Acts by the Government of Manitoba are recognized and noted by both the Employer and Union. The actual provision of these acts as they apply to employees will be included in the orientation of new employees and posted on the bulletin board for reference.

EMPLOYMENT STANDARDS CODE ([www.gov.mb.ca/labour/standards](http://www.gov.mb.ca/labour/standards))

- Maternity Leave
- Parental Leave
- Termination of Employment

LABOUR RELATIONS ACT ([www.gov.mb.ca/labour/labbrd/index.html](http://www.gov.mb.ca/labour/labbrd/index.html))

- Technological Change

WORKPLACE SAFETY & HEALTH ACT ([www.gov.mb.ca/labour/safety/index.html](http://www.gov.mb.ca/labour/safety/index.html))

HUMAN RIGHTS CODE ([www.gov.mb.ca/hrc](http://www.gov.mb.ca/hrc))

- Discrimination

### **Article 6 Grievance Procedure**

**6:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.

- 6:02** 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.
- 6:03** The local union president or designate upon request of his/her immediate supervisor and subject to operational requirements shall be granted reasonable time off without loss of pay from regular duties to meet with the Employer for the purpose of processing the grievance.
- 6:04** **Discussion Stage**  
Within ten (10) calendar days of the actual occurrence or when the employee becomes aware of the action or circumstances which may give rise to a grievance, the employee shall attempt to resolve the dispute with his immediate Supervisor who is outside the bargaining unit.
- 6:05** **Step One**  
If the matter is not resolved within ten (10) calendar days from the time the matter was first discussed with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the Department Head or designate.
- 6:06** **Step Two**  
Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:05, the Union may within the ensuing ten (10) calendar days, submit the grievance in writing to the General Manager.
- 6:07** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.
- 6:08** An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.
- 6:09** Policy grievances and grievances filed as a result of dismissal, suspension or demotion shall be submitted at Step Two.

## Article 7 Arbitration Procedure

- 7:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.
- 7:02** In the event of a failure to agree upon an arbitrator, the Minister of Labour for the Province of Manitoba shall be requested to appoint.
- 7:03** The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 7:04** The Arbitrator shall determine his own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time of the final meeting.
- 7:05** **Clarification on Decision**  
Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Arbitrator, either party may apply to the Arbitrator to reconvene **or make written submissions to the Arbitrator requesting a clarification or elaboration of the Arbitrator's decision.**
- 7:06** The decision of the Arbitrator shall be final and binding and enforceable on all parties.
- 7:07** **Expenses of the Arbitrator**  
Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator.
- 7:08** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 7:09** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

**Article 8 Seniority**

- 8:01** An employee's seniority shall mean the total hours paid by the Employer at the employees regular rate of pay from the time the employee last entered the service of the Employer.
- 8:02** In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority, subject to Article 3:06 (h).
- 8:03** Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:
- (a) Paid leave of absence.
  - (b) Paid income protection.
  - (c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave.
  - (d) Workers Compensation up to one (1) year in that appropriate time period.
- 8:04** Seniority will terminate if an employee:
- (a) Resigns;
  - (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (c) Is laid off and fails to report for duty as instructed as per Article 10:06;
  - (d) Is laid off for more than twenty-four (24) months;

- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;
- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) Is absent for two (2) consecutive work days and does not provide the Employer with an acceptable written explanation.

**8:05** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks except those referenced in 8:05 (e);
- (e) Is on an unpaid leave of absence due to injury or illness which is compensable by Workers Compensation or MPI for a period of up to one (1) year from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave/maternity leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out of scope position;

**8:06** Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks; except those referenced in Article 8:06 (b);
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation or MPI for a period of more than one (1) year from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twenty-four (24) months;

- (d) Is on the trial period of an out-of-scope position;
- (e) Is in a term position in an out of scope position;
- (f) Is on an educational leave of absence of up to two (2) years.

**8:07** A seniority roster of all employees indicating the total seniority hours since the date of entry into the service of the Employer shall be prepared by the Employer at an effective date of the end date of the last pay period of the calendar year. This roster will be posted on the employees' bulletin board no later than February 1 of each year. 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 or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

A seniority list shall be distributed to the local union executive and to the MGEU on a semi-annual basis.

### **Article 9 Vacancies, Promotions and Transfers**

**9:01** (a) **Permanent and temporary positions longer than six (6) weeks** vacant which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days.

Job posting shall include:

- (i) Pay range as per the Collective Agreement, job classifications, status (FT/PT, temp/permanent), and required qualifications.
- (ii) For information only, the following shall be included and is recognized that these conditions are subject to change:
  - Types of shift (days, evenings, nights)
  - Date of commencement of position
  - Work area and/or nature of service

A copy of each posting shall be given to the Union Local President at the time of posting. The Union shall, upon request be informed in

writing of the names and seniority of the applicants. When a position becomes vacant, and the Employer chooses not to fill the vacancy, the Employer shall notify the Union. The Union shall be informed in writing of the name of the successful applicant.

- (b) In the event that an employee's days off extend beyond seven (7) calendar days as specified in (a) above, she shall have the right to submit her application for a posted position on the first day of her return to work but applications shall be considered at the discretion of the Employer if submitted later than forty-eight (48) hours following the posting.
  - (c) An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.
  - (d) When more than one (1) vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should she be awarded any of the positions for which she applied, she shall not have the right to file grievance with respect to other positions for which she applied and expressed lower preference.
  - (e) An employee on leave of absence or income protection shall be considered for promotion or transfer along with other applicants, provided that, during such absence, the employee advises the Department Manager of her request for promotion or transfer, by telephone during normal business hours, and the employee shall provide written confirmation of her request within twenty-four (24) hours.
- 9:02**
- (a) As per the posting provisions contained in Article 9:01, within five (5) working days the Employer will select the person for the position and will post her name in the same location where the position was previously posted, providing there are qualified applicants as per Article 8:02.
  - (b) **As part of the selection process the applicant may be required to undergo an interview and/or provide necessary documentation in**

**order for the Employer to determine their qualifications as per Article 8:02.**

**9:03** All promotions and voluntary transfers to a new department / program / residence, as determined by the Employer, are subject to a **five hundred and twenty (520) hours of work** trial period and if an employee is found by the Employer to be unsatisfactory in her new position or if she wishes to revert voluntarily to her former position, during this trial period, she shall be returned to her former position at her previous increment step, with increment adjustments as may have been applicable as per Article 17:03 or 19:04 during the trial period, and without loss of seniority as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to **five hundred and twenty (520) hours of work** if it deems it appropriate.

Voluntary transfers within the same department / program / residence, as determined by the Employer, and within the same classification, shall not be subject to a trial period. In these circumstances, an employee who wishes to revert to her former position shall do so at the discretion of the Employer.

**9:04** New employees with less than six (6) months service in a given position with the Employer will be eligible for promotion or transfer solely at the discretion of the Employer.

**Article 10 Layoff and Recall**

**10:01** In the event of a layoff, employees shall receive notice or pay in lieu of such notice as per the Manitoba Employment Standard Code. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.

- 10:02** In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their occupational classification. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower classification provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- 10:03** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 8:02 of the Collective Agreement.
- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational classification provided they are qualified to perform the required work.
- 10:05** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 10:07** The right of a person who has been laid off to be **recalled** under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 10:06.
  - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (c) A twelve (12) month period has elapsed since the date of layoff, as per Article 8:04.

- 10:08** (a) In the event that an employee has his/her hours of work reduced **by ten percent (10%) or more**, or her position is deleted, the employee shall be given notice as per the Manitoba Employment Standards Code in lieu thereof and a copy of such notice shall be forwarded to the Union.
- (b) Employees whose hours of work have been reduced **by ten percent (10%) or more**, or whose position has been deleted, shall be entitled to exercise their seniority within the same classification, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question. Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower grade within the scope of this Agreement provided the employee has a satisfactory work records, possesses the qualifications, and meets the physical requirements of the position in question.

**10:09** Notwithstanding Article 19:01, providing the employee has indicated to the Employer a desire to work additional available shifts in writing, such shifts shall be offered to an employee on layoff, or an employee who has had her hours reduced, before part-time and casual employees, provided she possesses the qualifications and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available shifts accepted by the employee on layoff or an employee who has had her hours reduced cannot exceed the employee's EFT prior to layoff, or reduction in hours. Such available shifts shall be distributed on a seniority basis.

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

- (a) Vacation pay shall be calculated in accordance with Article 19:05 and shall be paid at the prevailing rate for the employee on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay.
- (b) An employee shall be paid as per the Manitoba Employment Standards Code for recognized general holidays.

- (c) Participation in benefit plans is subject to the provisions of each plan.
- (d) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.
- (e) It is the responsibility of the employee to report earnings to the appropriate authority when receiving Employment Insurance Benefits.

### **Article 11 Leave of Absence**

**11:01** Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

**11:02** **(A) 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 six (6) months 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, totalling no more than eight (8) weeks, which must end not 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 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 (1) 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 the employee:
  - (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or spouse or common-law partner of the parent;
  - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than 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 section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 8.
- (h) A full-time employee may choose to receive up to two (2) days payment of normal salary from accumulated income protection credits in respect of the waiting period for Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks.

- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave.

**(B) Bereavement Leave**

- (a) An employee shall be granted four (4) **regularly scheduled working** days leave **ending on the seventh (7) calendar day from the date of the funeral** without loss of pay and benefits, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, common-law spouse, brother, sister, grandparents and grandchild. Additional unpaid leave of absence may be applied for.

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

- (b) Upon request, the Employer will grant a paid leave of absence of two (2) days to attend the funeral in the event of the death of the following: parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent-in-law. Additional unpaid leave of absence may be applied for.
- (c) Upon written request, up to one (1) day without pay may be granted to an employee to attend a funeral as a mourner. Approval of such leave shall be at the sole discretion of the Employer.
- (d) Upon written request, up to one (1) day with pay may be granted to an employee to attend a funeral as a pallbearer. Approval of such leave shall be at the sole discretion of the Employer.
- (e) It is agreed that pay for such days of absence 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.
- (f) Bereavement leave as referenced in (a) and (b) above, shall be extended by up to two (2) additional consecutive days, provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometres from Riverwood Square, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250)

kilometres from the respective facility. If requested, proof of such location/distance shall be provided by the employee.

**11:03 Jury Duty**

An employee required to serve as a juror 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 granted a leave of absence without loss of basic pay. The employee will remit to the Employer any payment received, except reimbursement of expenses.

**11:04 Citizen Court**

Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.

**11:05 Union Leave**

Where the Union has requested union leave for an employee to be absent from work to attend to union business, the employee shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer. Except in cases of emergency, at least fourteen (14) days advance notice of request for such leave will be given by the Union in writing. Payment to be remitted within thirty (30) days of receipt of bill by the Union.

**Article 12 Hours of Work**

**12:01** Regular hours of work for full-time employees will be:

- (a) Seven and three-quarter ( $7\frac{3}{4}$ ) hours per day excluding meal periods and including rest periods; and
- (b) Thirty-eight and three quarter ( $38\frac{3}{4}$ ) hours per week; and
- (c) Seventy-seven and one half ( $77\frac{1}{2}$ ) hours bi-weekly.

- 12:02** The unpaid meal period away from the work station will be scheduled for the day, evening and night shift by the Employer and will not be less than one-half ( $\frac{1}{2}$ ) hour. The meal period will not be scheduled during the first three (3) hours of a shift.
- 12:03** A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed to between the Employer and the employee.
- 12:04** Shift schedules for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of a scheduled period. Except in cases of emergency, shifts within the minimum two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.
- 12:05** Upon request and subject to operational requirements, full-time employees shall be assigned every second (2nd) weekend off, weekend being defined as Saturday and Sunday. When operational requirements are imposed each employee will receive a minimum of every third (3rd) weekend off. By mutual agreement employees may alternate the weekends on which they are not required to work.
- 12:06** For identification purposes, shifts for Supportive Housing Companions will be named as follows:
- (a) The shift commencing at 22:45 hours and ending at 07:00 hours shall be considered the first/night shift;
  - (b) The shift commencing at 06:45 hours and ending at 15:00 shall be considered the second/day shift;
  - (c) The shift commencing at or about 14:45 hours and ending at 23:00 shall be considered the third/evening shift.

**12:07** In the event employees of their own accord, for their own personal convenience, wish to change shifts with appropriately qualified other employees, they shall first submit such request in writing (on the approved form) one week in advance of the proposed change, to their supervisor or her authorized designate, for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the Collective Agreement that might arise or accrue as a result of the change of shifts.

**12:08** An employee who has not been previously notified by the Employer, reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay or shall work as assigned by the Employer. However, when such employee works any portion of her scheduled shift, he/she shall receive pay for hours in excess of three (3) hours worked.

Previous Notice shall mean as follows:

Prior to the day shift                      Two (2) Hours

Prior to the evening shift                Three (3) Hours

Prior to the night shift                    Three (3) Hours

**12:09** In the event employees, of their own accord, for their own personal convenience, wish to give away shifts to appropriately qualified other employees, they shall first submit such request in writing (on the approved form) one week in advance of the proposed change, to their supervisor or her authorized designate, for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the Collective Agreement that might arise or accrue as a result of the change of shifts. Such shift giveaways shall be limited to three (3) per employee per calendar year.

### Article 13 Overtime

- 13:01** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 12:01. Overtime shall be compensated at one and one-half ( $1\frac{1}{2}$  x) times the basic rate of pay.
- 13:02** All overtime worked on a General Holiday shall be paid at one and one-half ( $1\frac{1}{2}$  x) times the employee's basic rate of pay.
- 13:03** By mutual agreement between the Employer and the employee overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year. All unused banked overtime not taken as time off in lieu of pay by March 31, shall be paid out.
- 13:04** When overtime is required, it shall be offered to the most senior qualified volunteer employees on duty, and when there are no volunteer employees on duty employees not on duty will be solicited. If no employee is willing and readily available to work, such duty will be assigned starting with the most junior, qualified employee on duty in that department.
- 13:05** Full-time employees required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift, she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift **provided the employee works all regular hours of that scheduled shift.**
- 13:06** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be paid at regular rates of pay.
- 13:07** **Education**  
An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside his regular hours shall be paid straight

time rates for time spent in attendance at such courses or meetings or be given equivalent time off if mutually agreed to between the Employer and the employee. Failing agreement payment at straight time rates shall apply.

- 13:08** A meal shall be provided to an employee when said employee works in excess of three (3) hours following his/her normal shift.
- 13:09** A full-time employee who works on a scheduled day off shall be paid one and one-half (1½ x) times the employee's rate of pay only if working such a day puts them above their biweekly hours as per Article 12:01..
- 13:10** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift, in which case regular meal/rest periods shall occur.

#### **Article 14 General Holidays**

- 14:01** The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu.

|                |                      |
|----------------|----------------------|
| New Year's Day | <b>Terry Fox Day</b> |
| Louis Riel Day | Labour Day           |
| Good Friday    | Thanksgiving Day     |
| Easter Monday  | Remembrance Day      |
| Victoria Day   | Christmas Day        |
| Canada Day     | Boxing Day           |

Any other holiday proclaimed by Federal or Provincial Statute **if the number of statutory paid holidays are greater than the number of general holidays listed in this Article.**

- 14:02** An employee required to work on a general holiday will be paid at the rate of one and one-half (1½ x) times her basic rate of pay for all hours worked up to eight (8) hours.
- 14:03** Subject to Article 14:06 below a full-time employee required to work on a general holiday will be granted an alternate day off with basic pay.

- 14:04** Subject to Article 14:06 below, if a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, a day's pay at the basic rate shall be granted in lieu.
- 14:05** If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.
- 14:06** Full-time employees shall be allowed to maintain up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit his/her request for time off at least one (1) week prior to the posted schedule. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked. Such days may only be taken individually.
- 14:07** Where the Facility determines that work is to be performed on a general holiday, the employee whose regular scheduled shift that falls on the general holiday shall work on that shift.
- 14:08** Subject to operational requirement the Employer agrees to make a reasonable effort to schedule employees over Christmas and New Years, so as to accommodate personal preferences. The employees will not be required to work both Christmas Day and New Year's Day. If all else is equal, preference will be given in order of seniority **within the classification.**

### **Article 15 Income Protection**

- 15:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.

**15:02** An employee who is absent from scheduled work due to illness, disability, quarantine, or because of an accident for which compensation is not payable under the Workers Compensation Act or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident, shall receive her regular basic pay to the extent that she has accumulated income protection credits.

- (a) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:
- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when 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.
  - (ii) Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery must give seven (7) days notice except in cases of emergency.

**15:03** An employee who will be absent under the conditions outlined in Article 15:01 shall inform her supervisor prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question:

|                            |                 |
|----------------------------|-----------------|
| Prior to the Day Shift     | Two (2) Hours   |
| Prior to the Evening Shift | Three (3) Hours |
| Prior to the Night Shift   | Three (3) Hours |

An employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible but no later than the following:

|                |  |
|----------------|--|
| Day Shift:     | notify the Employer by 14:00 hours the day prior to returning to work; |
| Evening Shift: | notify the Employer by 10:00 hours the day returning to work;          |
| Night Shift:   | notify the Employer by 12:00 hours the day returning to work.          |

If an employee reports for work after a period of illness and has not given proper notification, she may be sent home with no pay.

- 15:04** Income protection shall accumulate at the rate of seven and three quarters (7.75) hours for each one hundred and sixty-eight (168) hours of service. The maximum accumulation of income protection days shall be two hundred and one point five (201.5) hours.
- 15:05** Income protection credits will accumulate on the same basis as seniority is accrued under Article 8.
- 15:06** Employees accrue but are not entitled to access Income Protection credits during the probationary period. Once probation has been successfully completed any unpaid ill time shall be paid out to the maximum of the available Income Protection credits.
- 15:07** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

**Upon written request from the Union the Employer will provide the Union Representative with a reason why the Employer is requesting a medical certification from a particular employee.**

- 15:08** The Employer will reimburse up on \$20.00 for the first medical note requested per calendar year.

**15:09** If an employee is to be absent for illness for a period exceeding her income protection, including E.I. credit, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.

**15:10** **Income Protection and Workers Compensation**

(a) (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.

(ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.

**15:11** Subject to the maximum cap for each one day of income protection accumulated, three-quarters (.75) of a day shall be reserved exclusively for the employee's personal use as outlined in Article 15:02. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use as outlined in Article 15:02 or for use in the event of illness as specified in Article 15:11.

**15:12** Subject to the provision of 15:10, an employee may use up to twenty three and one quarter (23 25) hours of income protection if available in one (1) calendar year for the illness of a spouse, child or parent.

**Article 16 Annual Vacation**

**16:01** The vacation year shall be from the 1st day of April in the one (1) year to the 31st day of March in the next year.

**16:02** An employee who has completed less than one (1) year's continuous employment as of March 31 will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

- 16:03** Annual vacation shall be earned at a rate:
- Three (3) weeks (6%) after one (1) year
  - Four (4) weeks (8%) after five (5) years
  - Five (5) weeks (10%) after fifteen (15) years
- 16:04** The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 16:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within each department. An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 16:05** Vacation schedules shall be posted by April 1 of each year and shall not be changed without the consent of the affected employees. Preference in scheduling of vacations shall be based on seniority. Employees shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed to between the Employer and the employee.
- 16:06** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:01.
- 16:07** Where an employee becomes hospitalized during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave. The employee will be responsible to provide proof of hospitalization satisfactory to the Employer.

- 16:08** Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 16:07.
- 16:09** Vacation entitlement will be payable at the employee's regular rate of pay.
- 16:10** An employee who transfers to a different unit or department after vacation requests have been approved will have her/his vacation scheduled by the manager of the new unit in consultation with the employee within the time periods remaining during the vacation year.

### **Article 17 Salaries and Increments**

- 17:01** Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed her duties in a satisfactory fashion.  
**Should an increment be withheld, the Employer will provide documentation as to the rationale.**
- 17:02** Salaries shall be paid bi-weekly to each employee in accordance with his classification listed in Schedule "A".
- 17:03** Individual salary increases resulting from the wage schedule shall be implemented on the full-time employee's anniversary date. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave. Part-time employees shall receive increments based on paid hours equal to full-time hours for the classification.
- 17:04** **Uniforms**  
The Employer shall supply uniforms for all employees who are required by the Employer to wear a uniform.

- 17:05** Uniforms shall not be worn off the premises of the Facility, except when specifically permitted to do so by the Employer.
- 17:06** All uniforms remain the property of the Employer and must be returned by the employee when they are no longer required or on termination of employment.

### **Article 18 Premiums**

- 18:01** Employees required to work the majority of their hours on any shift between 18:00 hours and 06:00 hours shall be paid a premium of seventy cents (\$0.70) per hour.
- 18:02** A weekend premium of: one dollar (\$1.00) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 00:01 hours on the Saturday and 24:00 hours on the following Sunday.
- 18:03** Premiums will be indicated separately from the hourly wage on pay stubs.

### **Article 19 Special Provisions Re: Part-time Employees**

- 19:01** (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority within the department amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.

- (c) (i) Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 19:07.

**19:02** Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular hours worked. Without limiting the generality of the forgoing, the following provisions shall apply.

**19:03** Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness, consistent with Article 19:01 (c) (1).

**19:04** Salary increments for part-time employees will be granted after completion of the hours dictated in Schedule "A" until the maximum of the appropriate salary schedule (scale) is attained (see attached).

**19:05** Part-time employees shall earn vacations on pro-rated basis in accordance with the following formula:

$$\frac{\text{Hours Paid at Regular Rate}}{\text{Full-time Hours}} = \text{Pro-rating factor}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall govern rate of vacation pay for current vacation year.

**19:06** Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 12.

**Article 20 Committees**

- 20:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.
- 20:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee shall be appointed by the local Union Executive may at any time have a Representative from the Manitoba Government and General Employees' Union.
- 20:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.
- 20:04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 20:05** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.
- 20:06** A Safety Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the Facility.

## Article 21 Employee Benefits

### 21:01 Dental Plan

The Employer agrees to provide a dental plan to all full-time and part-time employees. The current level of benefits in the plan will be maintained for the life of this Agreement. Any changes to the plan will be discussed with the Union and must be equivalent to the current plan or enhancements to the current plan.

The Employer will continue to provide Dental Benefits. Premiums for dental will be cost shared fifty-fifty (50/50).

### Extended Health and Drug Plan

The Employer agrees to provide an extended health and drug plan to all full-time and part-time employees. The current level of benefits in the plan will be maintained for the life of this Agreement. Any changes to the plan will be discussed with the Union and must be equivalent to the current plan or enhancements to the current plan.

The Employer will continue to provide Extended Health Care Benefits. Premiums for Extended Health Care Benefits will be one hundred percent (100%) Employer paid.

21:02 The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans; or upon request the same information may be provided through the appropriate administrative contact.

## Article 22 Changes in Classification

22:01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

- 22:02** Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 22:03** If the Union files written objection, as per Article 22:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 22:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.

### **Article 23 Sub-Contracting**

- 23:01** The Employer agrees to provide ninety (90) days’ notice to the Union in the event of subcontracting out of any full-time positions, for purposes of consultation.

### **Article 24 Duration**

- 24:01** (a) This Agreement shall be in full force and effect from date of ratification until December 31, 2019.
- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

- 24:02** Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 24:03** This Agreement may be amended during its term by mutual agreement.
- 24:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

### **Article 25 Union Representation**

- 25:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 25:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.
- 25:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without pay shall be two (2) representatives.
- 25:04** Union local officers and stewards, with their respective Supervisor(s) permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such union activities shall be conducted during off duty hours.

**25:05** Subject to operational restrictions, the Union will be authorized to hold up to three (3) local meetings per calendar year at Riverwood Square. The meeting room will be reserved through the designated Administrative Officer. Union members will only attend meetings on their own time or on Union paid time.

### **Article 26 Respectful Workplace**

**26:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on: ancestry, including colour and perceived race, ethnic background or origin, age, nationality or national origin, political belief, association or activity, religion or creed, sex, including pregnancy, marital status or family status, sexual orientation, physical or mental disability, place of residence, membership or non-membership or activity in the union, except as may be allowed under the Manitoba Human Rights Code.

**26:02** **Harassment**

The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Respectful Workplace Policy as may be amended by the Employer from time to time.

**26:03** The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment and violence.

### **Article 27 Bulletin Boards**

**27:01** A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the designated Administrative Officer and is subject to his/her approval.

**27:02** Binders will be available in each house for posting union material.

**Article 28 Discharge, Suspension, Discipline and Access to Personnel Files**

**28:01** An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Staff Representative.

**28:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if she so desires.

Where possible, the Employer shall give the employee prior notice of the nature of the complaint.

No disciplinary document shall be placed on an employee's personnel file without the employee being given the opportunity to read the document.

Where possible, the employee will be advised of the disciplinary action immediately following the incident giving rise to such action. The employee may be required to attend such meeting, with pay during a regular day off, immediately following the incident which gave rise to such action.

**28:03** If the action referred to in the above clause results in a verbal warning, written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service with a copy being sent to the Union Staff Representative.

**28:04** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

**28:05** An employee accompanied by a Union Representative, if she so elects, may examine her personnel file on request as per Article 28:04 of the Collective Agreement.

- 28:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- 28:07** Where the facility makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Any dispute relative to the substance of the written evaluation must be in writing and submitted within seven (7) days of the date of the employee's acknowledgement of the evaluation.

- 28:08** **Any discipline placed on an employee's file, with the exception of discipline related to the care and providing of services to a resident shall not be used for the purposes of determining progressive discipline provided the employee has worked a minimum of 5,000 hours without discipline from the date of the last discipline.**

#### **Article 29 Storm/Disaster Pay**

- 29:01** 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 the Employer, or due to road closures as declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed, however, on written request, he/she will be allowed to use banked time in lieu of overtime, banked statutory holiday or vacation time.

#### **Article 30 Education Leave**

- 30:01** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wish to maintain an employment relationship with the Employer.
- 30:02** Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

**Article 31 Loss of or Damage to Personal Effects**

- 31:01** The Employer agrees that where an employee's clothing gets damaged in the course of their employment beyond normal wear and tear and absent negligence on the part of the employee, such that the clothing is no longer usable by the employee the Employer shall replace the damaged clothing at the sole discretion of the General Manager which discretion shall not be unreasonably withheld.
- 31:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 31:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

**Article 32 Safety and Health**

- 32:01** The Employer shall, in accordance with the objects and purposes of the Workplace Safety and Health Act:
- (a) Ensure so far as is reasonably practicable, the safety, health, and welfare at work of all workers; and
  - (b) Comply with the Workplace Safety and Health Act and Regulations.

**Article 33 General**

- 33:01** The Employer will maintain the employee lunch room and lockers. Should an employee lose a locker key there will be a three dollar (\$3.00) charge for replacement.

**Article 34 Retroactivity**

**34:01** Retroactive pay adjustments and increments for the period between the expiration of the previous Collective Agreement and the ratification date will be paid to all employees on the date of ratification within sixty (60) days from the date of ratification. All retroactivity will be paid on a separate cheque or electronic deposit.

**Article 35 Domestic Violence**

**35:01** It is recognized that domestic violence situations occur and the Employer is committed to assisting its employees and recognizes its obligations of providing leave in accordance with the Employment Standards Act. The Employer recognizes that affected employees have access to use available income protection credit.

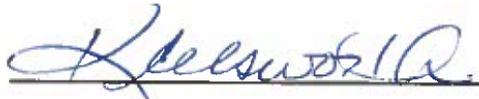
**Article 36 Responsibility Pay**

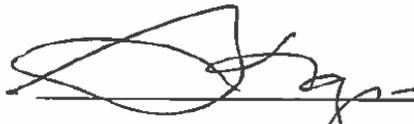
**36:01** The parties agree that a Lead Hand Premium of \$0.75 per hour worked will be paid to an employee(s) temporarily assigned by and at the discretion of the Employer, during their absence, to provide administrative and directional or instructional responsibilities typically performed by members of management.

IN WITNESS WHEREOF A representative of Riverwood Square has hereunto set their hand for, and on behalf of, Riverwood Square; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 24 day of AUGUST 2017.

  
\_\_\_\_\_  
On behalf of Riverwood Square

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of Riverwood Square

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Letter of Understanding**

*between*

**Riverwood Square**

*and*

**Manitoba Government and General Employees' Union**

**Re: Previous Group Grievance Settlement**

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As per the previous resolution of the group and policy grievance concerning rates of pay for Supportive Housing Companions (SHC's) who have Health Care Aide certificates, the parties agree as follows:

- (1) The SHC's listed below shall continue to receive pay at Tier 4 for the duration of their employment in their current roles as SHC's with Riverwood Square, unless otherwise negotiated into the Collective Agreement.
- (2) All SHC's hired after April 26, 2012, who have HCA certificates will not receive pay at Tier 4 for the duration of their employment in their current roles with Riverwood Square, unless the Employer deems the HCA necessary to their position as reflected in the posting or advertisement.

Bernard Arnaud

Ninfa Bagan

Nimfa Café

Carlo Reyes

Victoria Reyes

Susanne Soares

Susan Tamayo

Signed this 24 day of AUGUST 2017.

  
On behalf of Riverwood Square

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Riverwood Square

  
On behalf of Manitoba Government  
and General Employees' Union

**Letter of Understanding**

*between*

**Riverwood Square**

*and*

**Manitoba Government and General Employees' Union**

**Re: Lead Hand**

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The details of the Lead Hand duties and how hours are to be assigned will be outlined in a job description to be developed within sixty (60) days of ratification of the memorandum of settlement in consultation with the Union.

Signed this 24 day of AUGUST 2017.

  
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On behalf of Riverwood Square

  
\_\_\_\_\_

On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_

On behalf of Riverwood Square

  
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On behalf of Manitoba Government  
and General Employees' Union

### Schedule A

|   | Starting | January<br>1, 2017<br>0.0% | January 1,<br>2018<br>1.0% | January 1,<br>2019<br>1.0% |
|---|----------|----------------------------|----------------------------|----------------------------|
| <b>Level 1: Kitchen Helper, Server, Housekeeping/Laundry</b>  |          |                            |                            |                            |
| Start   | 12.27    | 12.27                      | 12.39                      | 12.51                      |
| 6 months (1.040)  | 12.82    | 12.82                      | 12.95                      | 13.08                      |
| 1 year (2,015)  | 13.37    | 13.37                      | 13.50                      | 13.64                      |
| 2 years (4,030)   | 14.19    | 14.19                      | 14.33                      | 14.47                      |
| 3 years (6.045)   | 14.72    | 14.72                      | 14.87                      | 15.02                      |
| 4 years (8.060)   | 15.28    | 15.28                      | 15.43                      | 15.58                      |
| <b>Level 2: Receptionist</b>  |          |                            |                            |                            |
| Start   | 13.37    | 13.37                      | 13.50                      | 13.64                      |
| 6 months (1.040)  | 13.92    | 13.92                      | 14.06                      | 14.20                      |
| 1 year (2,015)  | 15.00    | 15.00                      | 15.15                      | 15.30                      |
| 2 years (4,030)   | 15.81    | 15.81                      | 15.97                      | 16.13                      |
| 3 years (6.045)   | 16.37    | 16.37                      | 16.53                      | 16.70                      |
| 4 years (8.060)   | 16.64    | 16.64                      | 16.81                      | 16.98                      |
| <b>Level 3: Supportive Housekeeping Companion (without health Care Aid certification)</b>   |          |                            |                            |                            |
| Start   | 12.28    | 12.28                      | 12.55                      | 12.83                      |
| 6 months (1.040)  | 12.82    | 12.82                      | 13.10                      | 13.38                      |
| 1 year (2,015)  | 13.37    | 13.37                      | 13.65                      | 13.94                      |
| 2 years (4,030)   | 14.19    | 14.19                      | 14.48                      | 14.77                      |
| 3 years (6.045)   | 14.72    | 14.72                      | 15.02                      | 15.32                      |
| 4 years (8.060)   | 15.28    | 15.28                      | 15.58                      | 15.89                      |
| <b>Level 4: Driver/Maintenance, Cook and Supportive Housing Companion (with Health Care Aid certification, as determined by management)</b> |          |                            |                            |                            |
| Start   | 14.72    | 14.72                      | 14.87                      | 15.02                      |
| 6 months (1.040)  | 15.28    | 15.28                      | 15.43                      | 15.58                      |
| 1 year (2,015)  | 15.81    | 15.81                      | 15.97                      | 16.13                      |
| 2 years (4,030)   | 16.64    | 16.64                      | 16.81                      | 16.98                      |
| 3 years (6.045)   | 17.18    | 17.18                      | 17.35                      | 17.52                      |
| 4 years (8.060)   | 17.45    | 17.45                      | 17.62                      | 17.80                      |

**Level 5: sous Chef, Recreation Coordinator**

|                  |       |       |       |       |
|------------------|-------|-------|-------|-------|
| Start            | 16.37 | 16.37 | 16.53 | 16.70 |
| 6 months (1.040) | 16.90 | 16.90 | 17.07 | 17.24 |
| 1 year (2,015)   | 17.45 | 17.45 | 17.62 | 17.80 |
| 2 years (4,030)  | 18.01 | 18.01 | 18.19 | 18.37 |
| 3 years (6,045)  | 18.54 | 18.54 | 18.73 | 18.92 |
| 4 years (8,060)  | 19.09 | 19.09 | 19.28 | 19.47 |