

# **Collective Agreement**

*between*

**Manitoba Government and General Employees' Union**

**Local 368**

*and*

**St. Norbert Personal Care Home Inc.**

**June 26, 2013 to June 26, 2017**

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All changes appear in **bold**.

## **Preamble**

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 further that the Union recognizes that the Employer's first consideration is to the welfare of the residents of the facility.

And whereas it is the desire of both parties that these matters be drawn up in an agreement.

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 and Recognition**

- 1:01**    The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of St. Norbert Personal Care Home Inc. employed as health care aides, housekeeping personnel, kitchen staff, maintenance workers, laundry aides and recreational staff, save and except Food Services Manager/Cook, Maintenance/Support Services Manager, Therapeutic Recreation/Volunteer Coordinator and those excluded by the Act.
- 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 or emergency.

### **Article 2    Management Rights**

- 2:01**    The Union acknowledges that, subject to this agreement, all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the PCH;
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices which shall not be inconsistent with the terms of this Agreement, from time to time to be observed by its employees.
- (c) To hire, discharge, transfer, lay-off, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees.
- (d) To plan, direct and control the work and direction of employees, the operation of the PCH, the introduction of new and improved methods, facilities and equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel.

**2:02** In administering the Collective Agreement, the Employer agrees to 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 centre, 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** Full-time employees shall be on probation for three (3) calendar months and part-time employees shall be on probation for six (6) calendar months from the day of their employment, with provision for an extension of the probationary period for another three (3) months, after consultation with the Union. 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 two (2) calendar months for full-time employees and after the first four (4) calendar months for part-time employees and discussed with the affected employees. Periods of absence, including WCB, shall not be included for the determination of the probationary period. Any period of absence in excess of two (2) 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. Employees terminated during the probationary period shall not have recourse to the grievance and arbitration procedure beyond Step 1.
- 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 20:01. 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 (1½x) 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) The Employer agrees that casual employees who have confirmed their availability for a shift will be called in order of seniority.
- (k) A casual employee shall be entitled to pay for all General Holidays provided in the Agreement as prescribed by The Employment Standards Act.

- 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” and/or “Facility” shall mean the St. Norbert Personal Care Home.
- 3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union as per Manitoba Labour Board Certificate No. MLB-6425.
- 3:10** The word “promotion” shall mean a change from one (1) grade to another grade with a higher maximum rate of pay.
- 3:11** The word “demotion” shall mean a change from one (1) grade to another grade 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 grade to another position within the same grade in Schedule “A”.
- 3:13** “Anniversary Date” shall mean the 1<sup>st</sup> day of the month which follows the date on which the employee is employed.

#### **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 provision 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, work location, and home address, the employee's address shall be accepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.

- 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 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.
- 4:07** The Union Representative or designate shall have up to fifteen (15) minutes either at a time mutually agreeable with the Employer, or up to thirty (30) minutes at the facility orientation sessions, to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

## **Article 5    Technological Change**

- 5:01** Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work,

undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material. In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and eighty days (180) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**5:02** An employee who is displaced from her job as a result of the technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with lay-off procedures specified in this Agreement.

**5:03** (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the facility for individuals possessing such skills. A

reasonable training period (not to exceed twelve [12] months) will be provided by Employer. During the above training periods the employees shall be paid at their current rate of pay.

- (b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most seniority.

## **Article 6 Grievance Procedure**

- 6:01** A grievance shall be defined as any dispute arising out of the interpretations, 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 to her immediate supervisor and subject to operational requirements, shall be granted reasonable time off with pay from regular duties to meet with the Employer for the purpose of processing grievances.
- 6:04** **Discussion Stage**  
Within ten (10) calendar days of the occurrence of the 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 grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievor and/or the Union Representative may, within the ensuing twenty (20) calendar days, submit the grievance in writing to the Director of Care.

**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 Executive Director.

**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** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

**7:03** The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.

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

**7:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

- 7:06** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegations(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- 7:08** **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 Board or the Sole Arbitrator, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within ten (10) calendar days, the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.
- 7:09** **Expenses of the Board**  
Each party shall pay:
- (a) The fees and expenses of the Nominee it appoints.
  - (b) One-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.
- 7:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 7:11** The 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 of all hours paid by the Employer at the employee's regular rate of pay from the time the employee last entered the service of the Employer.

**8:02** 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 10:05;
- (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 explanation.

**8:03** Seniority shall be retained and will continue to accumulate based on 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 any injury, illness or disability, 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) When on approved leave of absence without pay for a period of less than thirty (30) days.

During the circumstances prescribed in (iii) and (iv), seniority will accumulate on the average of actual hours worked during the six (6) pay periods immediately prior to the absence.

**8:04** Seniority shall be retained but will not continue to accumulate when a regular employee is absent from work under the following circumstances:

- (i) She or he is absent due to any injury, illness or disability, 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;
- (ii) When laid off due to a reduction in staff for a period of twenty-four (24) months;
- (iii) Approved leave of absence without pay for a period of thirty (30) days or more.

**8:05** 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 December 31<sup>st</sup> of each year. This roster will be posted on the employees' bulletin board no later than February 1<sup>st</sup> 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, upon written request, to the local/site Union Representative on a semi-annual basis.

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

- 9:01** (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least five (5) days for the original job vacancy and all subsequent vacancies resulting from the original vacancy shall be posted for three (3) days. Such postings shall state required qualifications, current location and shift, hours of work and wage rate. A copy of each posting shall be given to the Union Local President at the time of posting.
- (b) An employee absent when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.
- (c) 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 a grievance with respect to other positions for which she applied and expressed lower preference.
- 9:02    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).**
- 9:03** The Employer will select the person for the position and will post her name in the same location where the position was previously posted for five (5) working days.
- 9:04** All promotions and voluntary transfers are subject to a three (3) month trial period (six [6] months for part-time employees), 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 20:09 during the trial period, and without loss of seniority. 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 three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

Voluntary transfer within the same department/program 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 be done so at the discretion of the Employer.

**9:05** Employees with less than six (6) months service in a given position will be eligible for transfer solely at the discretion of the Employer.

**9:06** **New employees will be provided with a paid orientation program of a minimum of two (2) shifts.**

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

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

### **Article 10 Lay Off and Recall**

**10:01** In the event of a lay-off, employees shall receive four (4) weeks' notice or pay in lieu of such notice. 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 grade. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question. In such event the employee will be placed on the same increment step of the lower graded position.
- 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 grade 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 lay off status, the employee must provide the Employer with their current address, and further, during the lay-off period, must inform the Employer immediately of any address change.
- 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 the employee 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 twenty-four (24) month period has elapsed since the date of lay-off as per Article 8:03.

**10:08** Notwithstanding Article 20:01, 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 lay-off, 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 lay-off or an employee who has had her hours reduced cannot exceed the employee's EFT prior to lay off, 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 20:05 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) Income protection accumulation shall be calculated as follows:
- Additional available hours worked by  

$$\frac{\text{The laid off employee}}{\text{Full-time hours}} \times \text{Entitlement of a Full-time Employee}$$
- (c) The employee shall be paid five percent (5%) of the basic rate of pay in lieu of time off on Recognized General Holidays. Such holiday pay shall be calculated on all paid hours in the four (4) week period prior to the holiday and shall be included in each pay cheque.
- (d) Participation in benefit plans is subject to the provisions of each plan.
- (e) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

## Article 11 Leave of Absence

- 11:01** (a) 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.
- (b) **Approved leave of absence will not be extended without a valid reason. The request shall not be unreasonably denied. Overstaying a leave of absence without prior approval may be deemed as a resignation.**

### **11:02** Parenting Leave

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

#### i) Maternity/Parental Leave

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (e) A full-time employee may choose to receive up to ten (10) 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.

ii) Parental Leave – Paternity

An employee shall receive Parental Leave of thirty-seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits 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.
- (d) Parental Leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

iii) Parental Leave – Adoption

An employee shall receive Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions.

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.

v) An employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave. On return from maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

**11:03 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, 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:
  - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - i) The day the certificate is issued, or
    - ii) If the leave was begun before the certificate was issued, the day the leave began; and
  - (2) 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 this Article shall be defined as:
  - (1) A spouse of common-law partner of the employee;
  - (2) A child of the employee or a child of the employee's spouse or common-law partner;

- (3) A parent of the employee or spouse or common-law partner of the parent;
  - (4) Or any other person described as family in the applicable regulations of the Employment Standards Act.
- (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 anticipating 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 ten (10) 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 as outlined in Article 11:04 and 20:10.

#### **11:04 Bereavement Leave**

- (a) An employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits, one (1) of which shall be the day of internment 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 internment 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) 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 the respective facility, 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.
- (f) 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.

**11:05** 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.

- 11:06** 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.
- 11:07** An employee requesting to be absent from work on approved Union business 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.

## **Article 12 Hours of Work**

- 12:01** Regular hours of work for full-time health care aides will be:
- (a) Seven and three-quarters ( $7\frac{3}{4}$ ) hours per day excluding meal periods and including rest periods;
  - (b) Thirty-eight and three-quarters ( $38\frac{3}{4}$ ) hours per week; and
  - (c) Seventy-seven and one-half ( $77\frac{1}{2}$ ) hours bi-weekly.
- All other employees will be seven and one-half ( $7\frac{1}{2}$ ), thirty-seven and one-half ( $37\frac{1}{2}$ ) and seventy-five (75) hours respectively.
- 12:02** The unpaid meal period away from the work station will be scheduled by the Employer and will be one-half ( $\frac{1}{2}$ ) hour as per Article 12:01.
- 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** Full-time employees shall be assigned every second (2<sup>nd</sup>) weekend off, weekend being defined as Saturday and Sunday.
- 12:06** For identification purposes, shifts will be named as follows:
- (a) The shift commencing at or about 2330 hours shall be considered the first/night shift.
  - (b) The shift commencing at or about 0730 hours shall be considered the second/day shift.
  - (c) The shift commencing at our about 1530 hours shall be considered the third/evening shift.
- 12:07** Requests for interchanges in posted shifts shall be submitted in writing prior to the requested change and co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head of designate and shall not result in overtime costs to the facility.
- 12:08** **Cancelled Shifts**  
An employee who 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. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.

### 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 (1½) times the basic rate of pay.
- 13:02** 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<sup>st</sup> of any year. All unused banked overtime not taken as time off in lieu of pay by March 31<sup>st</sup>, shall be paid out.
- 13:03** 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 the area.
- 13:04** A full-time employee 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.
- 13:05** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.
- 13:06** 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.

- 13:07** A meal shall be provided or seven dollars (\$7.00) in lieu of shall be paid to an employee when said employee works a double shift.
- 13:08** A full-time employee who works on a scheduled day off shall be paid time and one half (1½) times the employee's rate of pay.
- 13:09** In every period of overtime, a paid rest period of twenty (20) minutes shall occur after 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 days pay at the basic rate shall be granted in lieu. New Year's Day (January 1<sup>st</sup>), Victoria Day, Good Friday, August Civic Holiday, Thanksgiving Day, Canada Day, Christmas Day (December 25<sup>th</sup>), Labour Day, Boxing Day, Remembrance Day, Easter Monday, Louis Riel Day and any other day proclaimed as a holiday by Federal or Provincial authorities.
- 14:02** An employee required to work on a general holiday will be paid at the rate of one and one-half (1½) times her basic rate of pay for all hours worked up to daily hours worked as per Article 12:01.
- 14:03** Subject to Article 14:06, a full-time employee required to work on a general holiday will be granted an alternate day off with basic pay.
- 14:04** If a general holiday falls on the regular day off of a full-time 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 within thirty (30) working days before or after the holiday.

- 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 bank up to five (5) alternate days off in lieu of general holidays to be used at a time mutually agreed to between the employee and the Employer.

**Request to utilize accumulated bank time must be submitted no later than January 15 in order to clear all bank time by March 31. If no request is made by January 15 the Employer has the right to schedule the remaining banked time by March 31.**

**Any bank days not taken by March 31 in any year shall be paid out effective March 31 at regular rates.**

- 14:07** An employee whose regular scheduled shift falls on a general holiday shall work on that shift.
- 14:08** **General Holidays**  
The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's. Christmas and New Year's will be assigned off according to employee requests whenever reasonably possible. If unable to accommodate requests; employees will be scheduled on the holiday opposite of what they worked the previous year. If all else is equal, preference will be given in order of seniority.

## **Article 15 Income Protection**

- 15:01** The provisions 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 be entitled to 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 employee's accumulated income protection credits, providing 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.

**15:03** An employee who will be absent under the conditions outlined in Article 15:02 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 Evening Shift - Three (3) Hours
- Prior to Night Shift - Four (4) Hours

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. 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 1400 hours the day prior to returning to work;
- Evening Shift - notify the Employer by 1000 hours the day returning to work;

- Night Shift - notify the Employer by 1200 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 one and one quarter (1¼) days for each full month of service to a maximum of one hundred and twenty (120) days.
- 15:05** Income protection credits will accumulate on paid hours.
- 15:06** During the probationary period, as per Article 3:05, an employee may not claim accumulated 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 and for all weekend shifts, 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.
- 15:08** **An employee who has been off on income protection for an extended period of time must provide the Employer with at least one (1) weeks' advanced notice of their intention to return to work. The employee will be required to provide the Employer with a medical certificate from a qualified medical practitioner stating that they are fit to return to work.**
- 15:09** **The Employer requires an employee to provide a certificate from a certified medical practitioner at least one (1) week prior to the end of the current leave to extend an absence of illness.**
- 15:10** 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.

- 15:11** For each one and one-quarter ( $1\frac{1}{4}$ ) days of income protection accumulated, one (1) day (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 15:02. The remaining one quarter ( $\frac{1}{4}$ ) of a day (20%) shall be reserved for either the employee's personal use as outlined in Article 15:02, or for use in the event of family illness as specified in Article 15:10. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (1) day to read three-quarters ( $\frac{3}{4}$ ) of a day, and amend one-quarter ( $\frac{1}{4}$ ) of a day to read one-half ( $\frac{1}{2}$ ) of a day.
- 15:12** An employee may use up to five (5) days income protection in any one (1) calendar year for illness of a spouse, child or parent.

### **Article 16 Annual Vacation**

- 16:01** Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

After one (1) year	3 weeks
After four (4) years	4 weeks
After fourteen (14) years	5 weeks

Employees attaining 95% or greater of a total vacation complement shall receive 100%. No employee will exceed 100%.

In recognition of length of service, each employee shall receive an additional week of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e.; 25th, 30th, 35th, etc.). Vacation will be earned in the 20th year to be taken in the 21st etc.

- 16:02** An employee whose employment terminates shall be paid out accrued vacation pay.

**16:03** Vacation accruals shall be calculated from June 1 of one year to May 31 of the following year. Projected vacation accrual to May 31 will be posted by March 31 of that year and employees shall notify the Employer of vacation choices by April 30. 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.

**16:04** Vacation schedules shall be posted by May 15<sup>th</sup> 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, subject to operational requirements. Vacation must be scheduled in a minimum of one (1) week blocks except by mutual agreement.

**16:05** **Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:03.**

**If the current annual vacation is not scheduled by December 15th, then the Employer has the right to schedule the vacation prior to the end of the current vacation year.**

**Vacation may be paid out only in extenuating circumstances at the discretion of the Executive Director.**

**There will be no carryover of vacation from one vacation year to the next.**

**16:06** 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.

**16:07** Where an employee is subpoenaed for jury duty or in receipt of WCB benefits during her period of vacation, there shall be no deduction from

vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 16:06.

**16:08** Vacation entitlement will be payable at the employee's regular rate of pay.

### **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.

**17:02** Salaries shall be paid bi-weekly to each employee in accordance with his grade 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.

### **Article 18 Premiums**

**18:01** (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of sixty cents (\$0.60) per hour on date of ratification, and increase to seventy cents (\$0.70) per hour as of April 2011.

(b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of sixty cents (\$0.60) per hour on date of ratification, and increase to seventy cents (\$0.70) per hour as of April 2011.

- (c) These premiums do not apply to part-time employees requesting additional hours on a different shift.

**18:02** Premiums will not be payable while an employee is off duty for any reason.

**18:03** A weekend premium of one dollar and **forty** cents (\$1.40) 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 0001 hours on the Saturday and 2400 hours on the following Sunday.

### **Article 19 Terminations**

**19:01** An employee may terminate her employment with the Facility by giving two (2) weeks written notice, exclusive of vacation.

**19:02** Employment may be terminated with lesser notice or without notice:

- (a) By mutual agreement between the Employer and the employee; or
- (b) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.

**19:03** The Employer will make available, within ten (10) calendar days (or as stipulated in the Employment Standards Act) after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

### **Article 20 Special Provisions Re: Part-Time Employees**

**20:01** **Part-Time Employees**

- (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) The parties agree that a part-time employee who would otherwise have the right to be allocated additional hours of work (when available) on the basis of seniority, shall lose that right for three (3) months in the event that he or she refuses, or fails to report for, two (2) successive requests to perform such extra work.
- (c)
  1. 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.
  2. Additional hours worked, excluding overtime hours, by a part-time employee shall be included in the determination of seniority.
  3. Additional hours, excluding overtime hours, 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 20:07.

**20:02** 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 foregoing, the following provisions shall apply:

**20:03 Income Protection in Case of Illness**

Part-time employees shall accumulate protection credits on a pro-rata basis, in accordance with this formula:

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

**20:04** 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 20:01 (c) (1).

**20:05 Annual Vacations**

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

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

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

**20:06** Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

**20:07 General Holidays**

Part-time employees will be paid 5% of their basic pay over the previous four (4) weeks in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay cheque.

**20:08 Overtime**

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.

**20:09 Increments**

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).

**20:10 Bereavement Leave**

(a) A part-time employee shall be allowed to take up to four (4) consecutive calendar days off, 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; the employee shall receive pay at the basic rate of each scheduled hour

of work within those four (4) days. 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) Bereavement leave as referenced in (a) and (b) above, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a funeral more than two hundred and fifty (250) kilometres from the respective facility, or shall be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) days.
- (d) The time off referenced to in (a) and (b) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (e) Compassionate Care Leave  
An employee shall receive compassionate care leave without pay as required by the Employment Standards Act.

## **Article 21 Committees**

- 21:01** 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.
- 21:02** 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 may at any time have a Representative from the Manitoba Government and General Employees' Union.
- 21:03** 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.
- 21:04** 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 discussion and conclusions.
- 21:05** 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.
- 21:06** 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 22 Employee Benefits**

### **22:01 Health Plan**

The current Dental and Extended Health Plan or its equivalent will continue in effect except as amended effective April 1, 2009 to provide for compulsory Enhanced Healthcare (Medical) as required by HEBP.

### **22:02 Disability and Rehabilitation Plan**

The Employer agrees to participate in the Disability and Rehabilitation Plan. The benefit levels will be as stipulated in the D & R Plan. The current premium for the employee is one percent (1%) of base salary and the current premium for the Employer is 1.3% of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period.

**22:03** 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 23 Changes in Classification**

**23:01** 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.

- 23:02** 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.
- 23:03** If the Union files written objection, as per Article 23:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 23:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.

#### **Article 24 Sub-Contracting**

- 24:01** 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 25 No Strikes/No Lockouts**

- 25:01** 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 26 Union Representation**

- 26:01** 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.
- 26:02** 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.
- 26:03** Up to two (2) employees will be granted necessary time off without loss of pay to meet with the Employer for the purpose of conducting negotiations,

provided such time off does not unduly disrupt the daily operation of the Facility and subject to the maximum cost to the Employer of maintaining salaries for not more than the two (2) employees so engaged. The Employer's responsibility to pay shall be capped at a total of sixty-four (64) person hours.

- 26:04** 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.

#### **Article 27 Non-Discrimination**

- 27:01** The parties agree that there shall be no discrimination by the Employer or the Union as referred to in the Human Rights Code except as allowed under the Human Rights Code.

**27:02** Harassment

**Harassment shall be defined as in the Human Rights Code 1987. The Employer and the Union agree that they will not condone harassment in the workplace and 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.**

#### **Article 28 Bulletin Boards**

- 28:01** A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the Director of Care and is subject to his/her approval.

**Article 29 Discharge, Suspension, Discipline and Access to Personnel Files**

**29:01** 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 Representative.

**29:02** 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.

**29:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

**29:04** 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.

**29:05** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 29:04 of the Collective Agreement.

**29:06** There shall be one (1) personnel file maintained by the Employer for each employee.

**29:07** 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.

### **Article 30 Storm/Disaster Pay**

**30:01** If an employee is unable to attend work due to actual blizzard conditions, as declared by Environment Canada, or due to road closures as declared by the police agencies or announced by 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 general holiday or vacation time.

### **Article 31 Education Leave**

**31:01** 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.

**31:02** Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

### **Article 32 Loss of or Damage to Personal Effects**

**32:01** Employees whose clothing or personal property has been damaged at work may request compensation, which shall be in the sole discretion of the Employer, which discretion shall not be unreasonably withheld.

- 32:02** 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.
- 32:03** 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 33 Respectful Workplace**

- 33:01** The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment and violence.
- 33:02** The Employer, in consultation with its employees, will develop a respectful workplace policy or review an existing policy to be included in the Employer's policy manual.

### **Article 34 Expiration and Renewal**

- 34:01** This Collective Agreement shall be for a period of **four (4) years effective June 26, 2013 - June 26, 2017.**
- 34:02** **Changes in Collective Agreement**  
Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

Signed this 02 day February of 2015.

  
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For St. Norbert Personal Care Home

  
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For Manitoba Government and General  
Employees' Union

  
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For St. Norbert Personal Care Home

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For Manitoba Government and General  
Employees' Union

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For St. Norbert Personal Care Home

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For Manitoba Government and General  
Employees' Union

### Schedule "A" - Wages

	Health Care Aide and Certified Recreational Aides				
	Current	26-Jun-13	26-Jun-14	26-Jun-15	26-Jun-16
Start	14.87	14.94	15.13	15.43	15.78
Year 1	15.46	15.54	15.73	16.04	16.40
Year 2	15.93	16.01	16.21	16.53	16.90
Year 3	16.40	16.48	16.69	17.02	17.40
Year 4	17.33	17.42	17.64	17.99	18.39
Year 5	17.68	17.77	17.99	18.35	18.76

	Housekeeping, Dietary, Laundry and Uncertified Recreational Aides				
	Current	26-Jun-13	26-Jun-14	26-Jun-15	26-Jun-16
Start	12.15	12.21	12.36	12.61	12.89
Year 1	13.67	13.74	13.91	14.19	14.51
Year 2	14.01	14.08	14.26	14.55	14.88
Year 3	14.38	14.45	14.63	14.92	15.26
Year 4	14.78	14.85	15.04	15.34	15.69
Year 5	15.08	15.16	15.35	15.66	16.01

	Rehab Assistant				
	Current	26-Jun-13	26-Jun-14	26-Jun-15	26-Jun-16
Start	15.07	15.15	15.34	15.65	16.00
Year 1	15.53	15.61	15.81	16.13	16.49
Year 2	16.00	16.08	16.28	16.61	16.98
Year 3	16.47	16.55	16.76	17.10	17.48
Year 4	17.39	17.48	17.70	18.05	18.46
Year 5	17.74	17.83	18.05	18.41	18.82

	Maintenance Worker				
	Current	26-Jun-13	26-Jun-14	26-Jun-15	26-Jun-16
Start	13.78	13.85	14.02	14.30	14.62
Year 1	14.32	14.39	14.57	14.86	15.19
Year 2	14.74	14.81	15.00	15.30	15.64
Year 3	15.36	15.44	15.63	15.94	16.30

**Increase in premium of \$0.75 per hour for Dietary Aide designated as "Cook" in the absence of the Cook.**