

Collective Agreement

between

Tamarack Rehab Inc.

and

Manitoba Government and General Employees' Union

Local 157

April 1, 2017 to March 31, 2020

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Article 1 Scope of Recognition

- 1:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. 5772 and employed in classifications outlined in the Salary Schedule attached to and forming part of this Agreement. Exclusions to this Agreement are attached as Appendix "A".
- 1:02** In the event that the Employer establishes or proposes 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. Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of the Salary Schedule of this Agreement.
- 1:03** If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to arbitration in accordance with Article 8.
- 1:04** It is agreed that there shall be no discrimination or harassment with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.
- 1:05** The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 1:06** Persons whose jobs are not classified within the bargaining unit shall, in accordance with established practice, perform work of the bargaining unit

from time to time. However, no employee shall lose her employment or suffer a reduction in regular income as a result of such practice.

- 1:07** The Union recognizes that the employees are required to fulfill certain obligations, such as:
- (a) Possessing the skills claimed and the ability to exercise those skills in a competent manner.
 - (b) Being prepared to follow any reasonable order pertaining to their employment.
 - (c) Treating the property of the Employer with due care.
 - (d) Being honest, courteous and punctual.
 - (e) Because of the nature of their employment, acting as an appropriate role model for the clients of the organization.
 - (f) Being prepared to act in the best interests of the Employer.

Article 2 Management Rights

- 2:01** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient care; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content and the number of employees in a work area; the right to demote, discipline, suspend, layoff and discharge for just cause, the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

Article 3 Representation

- 3:01** The parties to this Agreement hereby agree to notify each other of their respective representatives authorized to function on any committee or proceeding covered by the terms of this Agreement.
- 3:02** Leave of absence to attend to Union business may be granted to employees under the following circumstances:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his Employer, for approval.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
 - (c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the cost of such employees during the approved absence.
- 3:03** A suitable bulletin board for the use of the Union will be provided by the Employer. Before posting, material must be submitted to the administrator for approval, which shall not be unreasonably denied.

Article 4 Duration

- 4:01** This Agreement made on the April 1, **2017** and shall remain in force until March 31, **2020**.
- 4:02** Should either party to this Agreement desire to amend or terminate this Agreement or negotiate a new Agreement, such party shall notify the other party in writing of its intention not less than ninety (90) calendar days prior to the expiration date hereof. Initial proposals shall be submitted within thirty

(30) calendar days of notice to negotiate or within such further time as may be agreed to by the parties.

- 4:03** If notice is given under Article 4:02, negotiations shall commence not less than sixty (60) calendar days prior to the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement.
- 4:04** The provisions of this 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.

Article 5 Union Security and Dues Check-Off

- 5:01** The Employer shall deduct from each employee in the bargaining unit the current dues as directed in writing by the Union.
- 5:02** The Employer shall remit to the Manitoba Government and General Employees' Union on or before the fifteenth (15th) of the following month at 601-275 Broadway, the amount of dues deducted along with a list of all employees from whom deductions have been made.
- 5:03** The Union shall save the Employer harmless from any claim arising hereunder.
- 5:04** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month prior to the effective date of such change.
- 5:05** The Employer agrees to provide to the Union a list of newly hired employees, showing employee name and date of hire. These lists will be provided to the Union every three (3) months.

Article 6 Definitions

- 6:01** The word "employee" shall mean a person covered by this Agreement.
- 6:02** A "full-time employee" is one who regularly works the full prescribed biweekly hours specified in Article 13.

6:03 A “part-time employee” is one who regularly works less than the full prescribed biweekly hours specified in Article 13.

6:04 The words “casual employee” shall mean a person who is called occasionally to replace an absent employee or to temporarily supplement the regular staff coverage in situations where the workload is greater than normal. The word “absent” shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc. and shall not include an employee’s normal rest days. The terms of this Agreement do not apply to the casual employees, except as hereinafter provided:

- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees who work on a recognized general holiday shall be paid at the rate of one and one-half times (1½x) their basic rate of pay for all hours worked.
- (c) Casual employees who work overtime in excess of the regular daily or weekly hours of work as set forth in Article 13 and as authorized by the Employer, shall be compensated at the rate of one and one-half times (1½x) their regular rate of pay for all such authorized overtime hours worked.
- (d) Articles 7 and 8 herein apply only with respect to the terms of this Article.
- (e) Casual employees shall be paid a salary that is not less than the start rate of the position to which they are assigned.
- (f) A casual employee shall have the right to appeal their status based on the number of hours worked in that status.

The appeal must be in writing to the Executive Director. The Executive Director will have the right to change the status from casual to part-time. The Union agrees for those situations to waive the job posting provisions of this Agreement as per Article 12.

It is understood that the Executive Director's decision is final.

It is further agreed that casual employees are limited to two (2) appeals in any calendar year.

- 6:05** A "probationary employee" is one who has not completed six (6) calendar months of employment and during that period the Employer may dismiss, suspend, discipline or demote such employee.
- 6:06** A "grant employee" shall mean a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant, partial or otherwise provided, by a third party, for training purposes such as educational projects and shall include students engaged in social work studies gaining work experience. A grant employee shall not displace or replace a full-time or part-time employee position.
- 6:07** "Biweekly period" shall mean two (2) consecutive weeks. The biweekly period shall not be changed without written notification to the Union.
- 6:08** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 6:09** "Term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.

Article 7 Grievance Procedure

- 7:01** A "grievance" shall mean any dispute between any employee, group of employees, the Employer and the Union regarding the interpretation, application or alleged violation of this Agreement.
- 7:02** At any step of the grievance procedure, the grievor may elect to be represented and/or accompanied by a Union representative.
- 7:03** An employee who is terminated during his probationary period may appeal his dismissal at Step 2. The decision of the Board of Directors shall be final.

7:04 For purposes of this Article, “working day” shall mean Monday through Friday inclusive and shall not include Saturday, Sunday or statutory holidays.

7:05 (a) Discussion Stage

Within five (5) working days from the day on which the grievance arises, the grievor shall attempt to resolve the dispute with the immediate supervisor who is outside the bargaining unit.

(b) Step One

If the grievance is submitted but not resolved within the time period stipulated in Article 7:05 (a) the grievor and/or the Union representative may, within the ensuing seven (7) calendar days, submit the grievance in writing to the Executive Director or designate stating allegations and redress sought.

(c) Step Two

Failing settlement of the grievance within seven (7) calendar days after submission under Article 7:05 (b) above, the Union may refer the grievance to the Board of Directors. The Board of Directors shall hold a hearing and issue a decision in writing to the Union within ten (10) working days of receipt of the grievance.

(d) Step Three

Failing settlement of the grievance in Article 7:05 (c) above, the Union, within twenty (20) working days following the receipt of the decision from the Board of Directors, may submit the grievance to arbitration as per Article 8.

7:06 The foregoing time limits may be extended by written mutual consent of the Employer and the Union.

7:07 Failure to comply with time limits specified herein may result in the grievance being deemed settled without further recourse.

Article 8 Arbitration Procedure

- 8:01** Within ten (10) calendar days after receipt of written notice of intention to refer a matter to arbitration, the parties agree to select an arbitrator suitable to both.
- 8:02** If the parties cannot agree to a suitable arbitrator within the time frame set out in Article 8:01, they agree to request the Minister of Labour to make the necessary appointment. The joint request will be submitted on the first working day after expiration of Article 8:01.
- 8:03** It is mutually agreed by both parties to this Agreement that the arbitrator's decision shall be final and binding on the Employer, the Union and the grievor.
- 8:04** The arbitrator shall not be empowered to modify this Agreement or to impose a settlement which is inconsistent with the provisions hereof.
- 8:05** Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except the costs of the arbitrator shall be shared equally by the Employer and the Union.
- 8:06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the Employer and the Union, in any manner whatsoever, or voluntary extension of stipulated time limits. Extensions to time limits shall not be unreasonably sought or denied.
- 8:07** For unusual circumstances, the parties agree to the use of a three (3) person panel. They will select their nominees and notify each other, as per Article 8:01. If the nominees cannot agree on a Chair, they will use Article 8:02 to select an arbitrator.

Article 9 Continuance of Operations

- 9:01** It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and

grievances shall be settled in accordance with the procedures set forth in Articles 7 and 8 hereof.

9:02 It is further agreed that the Union shall not sanction or consent to any strikes, stoppages of work or slowdowns, and that if any employee should engage in any strikes, stoppage of work or slowdown without authority or consent of the Union, the Union shall instruct the employee to return to work and perform his duties properly and to resort to the procedure set forth in Articles 7 and 8 hereof for the settlement of any dispute or grievance.

Article 10 Seniority

10:01 Seniority shall be defined as an employee's accumulated hours of work calculated from the date that the employee last entered the service of the Employer.

10:02 Seniority shall continue to accrue if an employee:

- (a) Is on paid vacation;
- (b) Is on paid leave due to illness or injury;
- (c) Is on approved leave of absence up to thirty (30) working days in one (1) year;
- (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.

10:03 The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance, and seniority. Where ability and work performance are equal, seniority shall be the determining factor.

10:04 Seniority will terminate if an employee:

- (a) Resigns;

- (b) Is discharged and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off for more than twelve (12) consecutive months;
- (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.
- (e) Fails to report for work as scheduled at the end of a leave of absence, vacation or suspension without a satisfactory explanation to the employer.

10:05 Seniority will be retained but will not accrue if an employee is laid off for less than twelve (12) consecutive months.

10:06 The Employer shall furnish to the Union in January of each year a seniority list showing the accumulated regular hours of service, classification and date of hire of all employees coming under the terms of this Agreement.

Article 11 Layoffs

11:01 Whereby by reason of a shortage of work or funds or the abolition of a position or material changes in duties or organization, the employing authority decides that a layoff(s) is necessary, within Tamarack Rehab Inc., the employing authority shall determine the classification(s) from which the layoff(s) is to take place.

11:02 Where the layoff of regular part-time or full-time employees is being considered, the Employer will notify the Union, in writing, the particulars of the layoffs within forty (40) calendar days, of the proposed layoffs. The Employer and the Union will meet to discuss the alternatives available prior to any layoffs taking effect.

11:03 For the purpose of this Article, the classifications within the authority of the Employer. and that come under the conditions of this Agreement are:

- (a) Counsellors, and
- (b) Residential Care Worker (RCW).

11:04 Where the layoff(s) of term employees is necessary, and the layoff(s) occurs at the end of a specific term of employment or after completion of a job for which the employee was specifically employed no notice of layoff is required.

11:05 Where the layoff(s) of employee(s) is necessary other than as outlined in Article 11:04, the following will apply:

- (a) Four (4) weeks' notice will be provided to employees with less than one (1) year of continuous service or pay in lieu of notice will be applicable.
- (b) Six (6) weeks' notice will be provided to employees with one (1) or more years of continuous service but less than ten (10) years of continuous service or pay in lieu of notice will be applicable.
- (c) Eight (8) weeks' notice will be provided to employees with ten (10) years or more of continuous service or pay in lieu of notice will be applicable.

11:06 Where employees have been laid off the Employer shall not use casual employees to do the work of the laid off employees except:

- (a) Where the laid off employees are not able and/or available to work, and
- (b) In emergency situations.

11:07 In the event of a layoff the Employer shall reduce staff in the reverse order of classification seniority.

- 11:08**
- (a) Any permanent employee who is subject to layoff may bump within their classification the most junior employee from the equivalent or lower pay grade for which they possess the minimum requirements and the ability to perform the job.
 - (b) An employee who is bumped under this Article will be given a layoff notice and the provisions of this Article shall apply.

- (c) An employee who receives a layoff notice may, within seven (7) calendar days of receipt of such notice, exercise their right to displace another junior employee by providing written notification to the Executive Director of such intent.
- (d) An employee who fails to exercise their right within the time limits stated above, shall be laid off and placed on the recall list.
- (e) An employee who is recalled to work shall be credited with the seniority they had at the time of layoff.
- (f) Employees who are laid off or bumped shall retain recall rights to a position within their classification for a period of twelve (12) months from the date of the layoff or bump.
- (g) Full-time employees who are laid off may bump a part-time employee in their same job classification. On transfer to part-time status such employees will be credited with their accumulated full-time seniority.

11:09 An employee shall be recalled to another available vacancy in their job classification in an equal or lower paying grade in order of bargaining unit seniority.

11:10 The Employer shall notify employees of recall by registered mail addressed to the last address on record with the Employer. Notification shall be deemed to have been received on receipt of the return portion of the registered mail card by Employer. (Not to exceed ten [10] days from the date on which the registered letter was sent). The notification letter shall state the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

11:11 Laid off employees will not accrue or be entitled to any benefits under this Agreement with the exception of recall rights and continuation of insured benefits the employee was participating in immediately prior to layoff for a period of twelve (12) policy months following the layoff. The employee must

make arrangements with the Employer for the prepayment of the cost of premiums to ensure continuing coverage.

- 11:12** An employee who refuses a recall to their former position will be removed from the recall list and shall be considered to have terminated their employment.

Article 12 Job Vacancy

- 12:01** Should a vacancy occur or a new position be created within the scope of this Agreement, the vacancy and/or new position shall be posted on the bulletin board for a minimum of seven (7) calendar days. The job posting shall state date of posting, the job description, required qualifications, the rate of pay, current hours of work (including shifts, days off, break periods) and the closing date for receiving applications. All applications for posted positions shall be in writing to the Executive Director. A copy of each job posting shall be submitted to the Union immediately following the posting. The Union shall, on request, be informed, in writing, of the names and seniority of all applicants.
- 12:02** An employee who is to be absent for five (5) days or more shall have the privilege of submitting an application for any vacancy that may occur during such absence. Such application will be considered on the same basis as all other applicants.

Separate applications for each position desired must be submitted.

Applications will include position applied for, shift and department preferred.

Employees scheduled to work at the time position vacancies are posted will be required to submit an application in the normal manner as outlined in this Article.

- 12:03** The Employer shall not be precluded from advertising outside the premises.

Article 13 Hours of Work

13:01 Nothing in this Agreement shall be considered a guarantee of work or of hours of work.

13:02 Regular hours of work for permanent full-time employees will be as noted below:

Rehabilitation and Intake Rehabilitation Counsellors 37 ½ hours per week.

Residential Care Workers (RCW) 40 hours per week.

Equivalent Full-time Positions are:

	EFP	Counsellors/Intake	Residential Care Workers
	<u>Point</u>	<u>Hours</u>	<u>Hours</u>
Permanent Full Time	1.0	37 ½	40
Permanent Part Time	.9	33.3	36
	.8	29.6	32
	.7	25.9	28
	.6	22.2	24
Casual	.5	18.5	20
	.4	14.8	16
	.3	11.1	12
	.2	7.4	8
	.1	3.7	4

- 13:03** Regular hours of work as defined in Article 13:02 shall:
- (a) Include a paid rest period of fifteen (15) minutes, to be scheduled by the Employer during each half of each full shift. An employee working four (4) hours or less shall be entitled to one (1) fifteen (15) minute paid break. Employees wishing to take an additional break of thirty (30) or sixty (60) minutes for lunch may do so by arrangement with the Executive Director. In doing so, the employee agrees to extend their total work hours by the equivalent number of minutes taken for lunch; and
 - (b) Meal breaks shall be of one (1) hour's duration and shall be scheduled by the Employer as required.
- 13:04** The shift commencing at or about midnight shall be considered the first shift of each working day.
- 13:05** Shift scheduled for a period of not less than two (2) weeks shall be posted at least one (1) week before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.
- 13:06** Requests for interchanges in posted shifts shall be submitted in writing, co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Executive Director and shall not result in overtime costs to the Facility.
- 13:07** No employee will be required to work a split shift.
- 13:08** Where additional hours of work become available due to vacations, sick leave, etc., and the position requires replacement, the Employer will offer the hours to the current part-time employees based on classification and seniority, if the offered hours do not bring the employee into an overtime position.

Article 14 Overtime

- 14:01** Overtime shall be all time authorized and required by the Employer to be worked in excess of regular full-time daily or weekly hours. However, overtime shall not be payable for occasional periods of less than ten (10) minutes.
- 14:02** Overtime shall be compensated by paying the employee for all hours worked at one and one-half times ($1\frac{1}{2}x$) their regular rate of pay. By mutual agreement, the employee may be granted equivalent time off with pay in lieu of payment.

Article 15 Call-Out

- 15:01** An employee, if called back to work, shall be compensated for the work, a minimum of three (3) hours' pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. The employee reserves the right as to whether the compensation shall be paid in time off or pay.

Article 16 Annual Vacation

- 16:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending March 31 of the next year.
- 16:02** For the purposes of this Article, "working day" shall mean the applicable weekly hours of work as defined in Article 13:02 divided by five (5).
- 16:03** This Article is only applicable to employees hired prior to October 1, 2011:
Employees shall earn vacation leave credits on the following basis:
- (a) Employees who have completed less than two (2) years' service, one and one-quarter ($1\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;

- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2 \frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

16:04 This clause is only applicable to employees hired after October 1, 2011:

Employees shall earn paid vacation leave credits on the following basis:

- (a) From month one (1) to month forty-eight (48) (four [4] years), beginning from the date of hire, employees earn vacation credits at the rate of one and one quarter days ($1 \frac{1}{4}$) paid days per complete month of service. Employees are entitled to use their earned vacation credits in the fiscal year that follows their date of hire (i.e., April 1 after they are hired) and yearly from April 1 thereafter.
- (b) From month forty-nine (49) to month one hundred and eight (108) (four [4] to nine [9] years) vacation credits will accrue at a rate of one and two-thirds ($1 \frac{2}{3}$) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.
- (c) From month one hundred and **nine** (109) to month two hundred and twenty-eight (228) (nine [9] to nineteen [19] years) vacation credits will

accrue at a rate of two and one twelfth (2 1/12) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.

(d) From month two hundred twenty-nine (229) (nineteen [19] years and one [1] month) and thereafter, vacation credits will accrue at a rate of two and one-half (2 1/2) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.

16:05 The Employer reserves the right to limit the length of a vacation request due to operational requirements.

16:06 The vacation schedule shall be posted by May 1. The allocation of vacation dates shall be decided by the Employer, according to its operational requirements, taking seniority into account wherever possible. Any changes in the vacation schedule shall require the written consent of the Employer and the affected employees.

16:07 No employee shall be required to take a split vacation, however, an employee may choose to split his vacation as often as desired provided that a split is for not less than five (5) days.

16:08 If an employee is hospitalized due to accident or illness during his vacation and can provide medical proof of same, the Employer may grant sick leave to cover the period of hospitalization. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually satisfactory to the employee and the Employer.

16:09 **Any holiday time or banked time not used before the end of the fiscal year (i.e. March 31), will be paid out at the employee's current hourly rate, in the last pay period of the same fiscal year.**

Article 17 General Holidays

17:01 The following days shall be recognized general holidays:

New Year's Day	Terry Fox Day
Louis Riel Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

- 17:02** (a) Specific client programming is not facilitated on statutory holidays (or days that are designated in lieu of statutory holidays). Therefore, Counselling/Senior RCW staff will take the stat day (or government directed day in lieu of the stat) off with pay when it falls.
- (b) Should one (1) of the above named holidays fall on a permanent Evening/Overnight RCW's scheduled day off, he shall be paid statutory holiday pay for that day.
- (c) Should one of the above named holidays fall during a paid vacation the employee shall be paid statutory holiday pay for the day. The vacation day will be re-credited to the employee's vacation bank.
- (d) **Should the Senior RCW, after exhausting all other RCW coverage, be required to cover a shift outside their regular day time hours of work, they will be compensated for their time at the overtime rate.**
- 17:03** (a) A full time employee required to work on any general holiday when it is the employee's regularly scheduled working day shall in addition to the regular pay, be compensated at the rate of one and one half times (1 1/2) for all regular hours worked on the holiday.
- (b) General holiday pay shall be prorated for part time employees.
- 17:04** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report to work on the holiday when scheduled, without reasonable excuse; or
- (b) Did not fail to work any part of the shift immediately before or immediately after the holiday, as scheduled, without reasonable excuse.

Article 18 Sick Leave

- 18:01** For the purposes of this Article, the words “working day” shall mean the applicable regular hours of work.
- 18:02** The accrual rate shall be three quarter (3/4) **of a** working day per complete month of service. **This amount shall be prorated for part-time employees.** Unused credits shall be carried over into the following fiscal year to a maximum of eighteen (18) working days.
- 18:03** An employee’s sick leave credits shall be reduced by the amount of sick leave paid by the Employer based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 18:04** On the first day of absence due to illness, the employee shall so inform the Employer within two (2) hours of the commencement of his regularly scheduled shift.
- 18:05** When an employee has been absent due to illness for more than one (1) day, and otherwise as required, **they may be required to** provide a medical certificate acceptable to the Employer. Failure to provide an acceptable certificate will disentitle the employee to sick benefits and may subject her to discipline.
- 18:06** Employees are expected to arrange for medical or dental appointments outside of regular working hours, however, where necessary time off for medical and dental examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection benefits.
- 18:07** An employee may use up to five (5) days sick leave in any one calendar year for sudden illness of a spouse, parent, or child.

18:08 The parties agree that there shall be no cash-out of unused sick leave upon termination of employment.

Article 19 Bereavement Leave

19:01 An employee shall be entitled to **bereavement** leave of four (4) working days without loss of salary in the event of the death of a member of an employee's immediate family.

19:02 For purposes of granting **bereavement** leave, immediate family is defined as father, **step-father**, mother, **step-mother**, brother, **step-brother**, sister, **step-sister**, spouse, child, **step-child**, ward of the employee, relative permanently residing in the employee's household or with whom the employee permanently resides.

19:03 An employee who is entitled to **bereavement** leave under Articles 19:01 and 19:04 during vacation leave shall receive vacation credits equal to the number of days of **bereavement** leave granted.

19:04 An employee shall be entitled to **bereavement** leave of one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, and first cousins or grandchild.

19:05 Provided an employee has not received **bereavement** leave for the death in question an employee shall be entitled to **bereavement** leave of one (1) day without loss of salary for attending a funeral as a pallbearer.

19:06 An employee shall be entitled to additional **bereavement** leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

Article 20 Leave for the Birth of a Child

20:01 An employee shall be granted **two (2)** days' leave with pay to attend to needs directly related to the birth of **their** child. At the employee's option, such

leave shall be **commenced** on the day of or the day following the birth of **their** child, or the day of **the employee's** spouse's admission to, or discharge from the hospital.

Article 21 Maternity Leave

21:01 An employee who qualifies for maternity leave may apply for such leave in accordance with the following.

21:02 In order to qualify for maternity leave, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer; and
- (b) Submit to the Employer an application for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

21:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 21:02 (c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 21:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 21:04** Sections 34 (1.1) through 34 (1.9) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.
- 21:05** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under Article 21:05 (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 21:06** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation.

Article 22 Adoptive Parent Leave

- 22:01** Upon written request to the Employer, an employee who is adopting a child may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of the adoption.
- 22:02** An employee shall be granted one (1) day’s leave with pay to attend to needs directly related to the adoption of the employee’s child. At the employee’s option, such leave shall be granted on the day of, or the day following the adoption.

Article 23 Parental Leave

- 23:01** In order to qualify for parental leave, an employee must:
- (a) Be the natural mother of a child; or

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

23:02 An employee who qualifies under Article 23:01 must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

23:03 An employee who qualifies in accordance with Articles 23:01 and 23:02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

23:04 Subject to Article 23:05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

23:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 24 Court Leave

24:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Employer.

24:02 Should an employee be summoned or subpoenaed for matters occasioned by the employee's work during off duty hours or vacation time, the employee

shall receive applicable overtime rates in accordance with Article 14 of this Agreement.

Article 25 Compassionate Care Leave

25:01 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 Article 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 no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued, or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one or more family members.

- (iii) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent;
 - (iv) 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 Article, and where the employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to end the backfill scheduled to cover the anticipated absence without additional cost.
- (g) In the event that the death of a family member occurs during this period of leave, compassionate care leave ceases immediately and the employee shall be eligible for bereavement leave as outlined in Article 19.
- (h) Seniority will accrue.

Article 26 Domestic Violence Leave

26:01 In accordance with The Employment Standards Code, an employee who is a victim of domestic violence is entitled to the following periods of leave per year:

- (a) Leave up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period.
- (b) Leave up to seventeen (17) weeks to be taken in one continuous period.

For either (a) or (b) above, five (5) days are paid leave, at the designation of the employee when requesting the leave.

26:02 An employee is eligible for domestic violence leave for any of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
- (b) To obtain services from a victim services organization.
- (c) To obtain psychological or other professional counselling.
- (d) To relocate temporarily or permanently.
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

Article 27 Suspension and Termination of Employment

27:01 Any employee may terminate his employment by giving to the Employer a written notice of his intention to terminate two (2) calendar weeks prior to the date of termination.

27:02 Where two (2) weeks written notice has been given, the Employer shall make available, within five (5) working days after termination, all amounts due to terminated employees, including unpaid earnings and pay in lieu of earned and unused vacation entitlement.

- 27:03** Employment may be terminated with lesser notice:
- (a) By mutual agreement between the Employer and employee;
 - (b) During the probationary period of a new employee.
- 27:04** An employee who has completed his probationary period shall not be disciplined or dismissed except for just cause.
- 27:05** On termination or dismissal, an employee shall forthwith return to the Employer all property of the Employer in his possession or be liable for replacement cost of same.

Article 28 Transportation Allowance

28:01 An employee directed by the Employer to leave the premises for emergencies, shopping and other work-related errands shall be reimbursed for actual taxicab fare or, at the discretion of the employee, shall be paid a mileage allowance as per the following:

- Where an employee is required to use their personal vehicle for business that employee will be reimbursed on a per kilometer rate equal to the Government Employee's Master Agreement rate amended from time to time. Effective date of signing the rate will be forty-five (\$0.45) per kilometre.

Article 29 Wages, Increments and Pay Days

- 29:01** Employees shall be paid the hourly rates of pay shown in the Salary Schedule.
- 29:02** When a general holiday falls on a pay day, all employees shall be paid on the previous regular working day.
- 29:03** Each employee shall receive his vacation pay on his last scheduled day of work prior to vacation.

Article 30 Labour/Management Committee

30:01 The Employer and the Union agree to cooperate in the operation of the joint Staff Management Committee. This Committee shall be composed of the Executive Director, a Counsellor and an Attendant. The objects of this Committee shall be:

- (a) To provide further understanding and confidence between staff and management; and
- (b) To promote the efficient operation of the facility; and
- (c) To promote a high quality of service to the clients of the facility.

Article 31 Employee Evaluation

31:01 Performance appraisals take place during probation, annually at the anniversary date of employment, and at such other times as may be required by the Employer.

31:02 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place comments on the form where such space is provided or to append comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

Article 32 Employee Files

32:01 Upon the written request of an employee, the personnel file of that employee shall be made available for the employee's full examination within a reasonable period of time. Such examination shall be in the presence of the Executive Director. The employee, at the employee's option, may have a representative present.

32:02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

Article 33 Residential Care Worker Meetings

33:01 It is recognized that the Residential Care Worker (RCW) staff work alone on each shift. To ensure that they receive the most up to date information regarding clients, policy and procedure, communications systems are in place via email, written reports and client information charts. In addition, an appointed Senior RCW will help to maintain communication between the Executive Director and all RCW staff. A yearly meeting will be scheduled for all RCW staff and the Executive Director and meetings with the Executive Director can be scheduled by individual RCW staff to take place when needed and at a mutually convenient time for both individuals.

33:02 Attendance at the yearly meeting is compulsory. Residential Care Workers (RCW) will receive remuneration for the meeting equal to three (3) hours' pay at their straight time hourly rate, in lieu of overtime and/or call out pay.

Article 34 Benefits Plans

34:01 The Employer shall pay one hundred percent (100%) of the premiums for the Manulife Group Plan No. 90110, except for the premiums for the Long Term Disability Plan which shall be paid by employees.

34:02 The Employer shall maintain the dental and drug coverage and the long-term disability plan for the life of the Agreement. If the Employer is unable to maintain other parts of the plan, employees will be consulted before any changes are made. The Employer will explore the possibility of adding a Health Spending Account in June, 2017.

34:03 The current plan (up to May, 2017) includes:

Dental Coverage	80% Basic and Supplementary, 50% Dentures and Major, to a combined maximum of \$1,500
Drugs	80%
Long Term Disability	66.7% of up to \$4,000., 119 days waiting period, 2 years own occupation
Professional Services (such as Chiropractor, Massage Therapist, Physiotherapist, Psychologist)	\$500 per year
Private Duty Nursing	\$10,000
Hearing Aids	\$500
Orthotics	\$400 per 3 years
Hospital	Semi-private
Travel Health	
Emergencies	100% to \$5,000,000
Non Emergencies	50% up to \$3,000. every 3 years
Emergency Travel Assistance	100%
Health for Life	Health Library
Counselling	4 - 6 hours and online courses

Life Insurance	2x salary up to \$200,00 Spouse \$10,000 Child \$5,000
Survivor Benefit	Extended Health Care and Dental Care
Accidental Death and Dismemberment	

Article 35 Safety and Health

35:01 The parties agree that safety and health issues shall be addressed by the Safety and Health Committee, which shall have all the rights and privileges as set out in the Workplace Safety and Health Act.

Article 36 Severance Pay

36:01 Employees whose services are terminated as a result of a permanent layoff, shall be paid severance pay in the amount of one (1) week's pay (forty [40] hours or thirty-seven and one-half [37½] hours depending on classification), for every year of continuous service. This will be prorated for part time employees, e.g. a .5 employee would only be entitled to one-half (½) of the benefit.

36:02 The maximum amount of severance pay shall not exceed eight (8) weeks' pay.

Article 37 Shift Premium

37:01 The shift premium for the overnight worker will be an additional one dollar (\$1.00) per hour for all hours worked between 12:00 **a.m.** and 8:00 a.m. The night shift is defined as any shift in which the majority of hours worked occurs between 12:00 **a.m.** to 8:00 a.m. the following morning.

IN WITNESS WHEREOF a representative of Tamarack Rehab Inc. has set their hand for and on behalf of Tamarack Rehab Inc., and a 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 19th day of May, 2017.



On behalf of Tamarack Rehab Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Government
and General Employees' Union

Appendix "A"

Exclusion List

The following positions within Tamarack Rehab Inc. shall be excluded from the terms of this Agreement:

1. Executive Director
2. Residence Administrator
3. Any future Supervisor that has hiring, firing and evaluation responsibilities
4. Employees hired specifically under a Government Employment Training

Program of a temporary nature.

Letter of Understanding

between

Tamarack Rehab Inc.

and

Manitoba Government and General Employees' Union

Re: 12 Hour Shifts

Agreement to Work 12-Hour Shift

I, _____ agree to work the following schedule:

Day	From	To	Total Hours
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

I have received, read and understood the shift schedule designed by staff and agree to by Management. I understand that I will not be required to work more than twelve (12) hours in any twenty-four (24) hour period nor more than forty (40) (thirty-seven [37]) hours in any five (5) day period without being eligible for and receiving overtime pay as prescribed in the Collective Agreement.

I further understand and agree that I will not receive an unpaid or paid meal hour during any of my shifts.

Employee's Signature _____

Date _____

Executive Director Signature _____

Date _____

Union Representative Signature _____

Date _____

Salary Schedule

April 1, 2017 - 2%

Position	Salary Range	No. of Hours
Counsellor (no degree)	\$35,000 to \$40,500	75 hours biweekly
Counsellor (with degree)	\$38,000 to \$48,000	75 hours biweekly
Daytime RCW and Admin Assistant	\$ 33,776.28	80 hours biweekly
Residential Care Worker (RCW)	14.33	80 hours biweekly
Workshop Facilitator	16.24	80 hours biweekly
Aftercare Facilitator	16.24	80 hours biweekly
Senior Residential Care Worker	16.24	80 hours biweekly
Overnight RCW	14.33	Overnight Premium to be added

April 1, 2018 - 2%

Position	Salary Range	No. of Hours
Counsellor (no degree)	\$35,700 to \$41,310	75 hours biweekly
Counsellor (with degree)	\$38,760 to \$48,960	75 hours biweekly
Daytime RCW and Admin Assistant	\$ 34,451.81	80 hours biweekly
Residential Care Worker (RCW)	14.62	80 hours biweekly
Workshop Facilitator	16.56	80 hours biweekly
Aftercare Facilitator	16.56	80 hours biweekly
Senior Residential Care Worker	16.56	80 hours biweekly
Overnight RCW	14.62	Overnight Premium to be added

April 1, 2019 - 2%

Position	Salary Range	No. of Hours
Counsellor (no degree)	\$36,414 to \$42,136	75 hours biweekly
Counsellor (with degree)	\$39,535 to \$49,939	75 hours biweekly
Daytime RCW and Admin Assistant	\$ 35,140.85	80 hours biweekly
Residential Care Worker (RCW)	14.91	80 hours biweekly
Workshop Facilitator	16.89	80 hours biweekly
Aftercare Facilitator	16.89	80 hours biweekly
Senior Residential Care Worker	16.89	80 hours biweekly
Overnight RCW	14.91	Overnight Premium to be added