

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*
LOCAL 2619

AND

MENNO HOME FOR THE AGED

TERM OF AGREEMENT:

April 1, 2012 to March 31, 2017

**CANADIAN UNION OF PUBLIC EMPLOYEES
FACILITY AND SITE SUMMARY**

<u>SITE NAME</u>	<u>LOCAL #</u>
<u>EMPLOYERS OUTSIDE ANY AUTHORITY</u>	
CancerCare Manitoba	1550
Diagnostic Services of Manitoba, Inc.	4214
<u>EMPLOYERS UNDER A SERVICE AGREEMENT</u>	
Betel Home Foundation (non-devolved facility within Interlake-Eastern Regional Health Authority)	1912
Dinsdale Personal Care Home (non-devolved facility within Prairie Mountain Health)	3050
Menno Home for the Aged (non-devolved facility within Southern Health – Santé Sud)	2619
Rock Lake Health District (non-devolved facility within Southern Health – Santé Sud includes Rock Lake Hospital, Prairie View Lodge, and Medical Clinic)	4270
St. Paul’s Home (non-devolved facility within Prairie Mountain Health)	3028
Tabor Home Inc. (non-devolved facility within Southern Health – Santé Sud)	4270
<u>EMPLOYERS WITHIN THE WINNIPEG REGIONAL HEALTH AUTHORITY (WRHA)</u>	
Bethania Mennonite Personal Care Home	1629
Concordia Hospital	1973
Golden West Centennial Lodge	3242
Luther Home	1859
Pembina Place Mennonite Personal Care Home	2874
Rehabilitation Centre for Children	2836-01
Riverview Health Centre	500
Seven Oaks General Hospital (includes Wellness Institute)	2509
St. Joseph’s Residence Inc.	4572
The Middlechurch Home of Winnipeg Inc.	3644
Winnipeg Regional Health Authority (WRHA)	500
WRHA – Grace Hospital Site	1599
WRHA – Health Sciences Centre Site	1550
WRHA – Nutrition and Food Services – Regional Distribution Facility	4641
<u>NORTHERN REGIONAL HEALTH AUTHORITY</u>	8600

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SITE NAME

LOCAL #

SOUTHERN HEALTH – SANTÉ SUD

4270

Altona Community Memorial Health Centre (includes Hospital & PCH)

Bethesda Regional Health Centre (includes Hospital & PCH)

Boundary Trails Health Centre

Carman Memorial Hospital and Boyne Lodge

DeSalaberry District Health Centre (includes Hospital & PCH)

Douglas Campbell Lodge

East Borderland Clinic – Sprague

Lions Prairie Manor

Lorne Memorial Hospital

MacGregor & District Health Centre (includes Hospital and PCH)

Notre Dame Hospital, Foyer Notre Dame and Medical Clinic

Pembina Manitou Health Centre

Portage District General Hospital

Red River Valley Health District (includes Morris General Hospital, Red River Valley Lodge,
Emerson Hospital/PCH & Medical Clinic)

Seven Regions Health Centre (includes Hospital and Third Crossing Manor)

St. Anne Hospital

St. Claude Hospital, PCH & Medical Clinic

Vita & District Health Centre (includes Hospital & PCH)

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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 negotiation 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, realizing that the first consideration is the welfare of the patients/residents/trainees 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 OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificate MLB-5291, or as may be granted voluntary recognition by the Employer and identified in Schedule “A”.

102 Work of the Bargaining Unit

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.

103 The term “Employer” shall mean the Menno Home for the Aged.

104 The term “Union” shall mean the Canadian Union of Public Employees (CUPE), Local 2619.

105 The term “site” shall mean the facility in which the position occupied is located within the Regional Health Authority as set out in the Facility and Site summary.

ARTICLE 2: DURATION

201 (a) This Agreement shall be in full force and effect from the **first day of April 2012 to March 31, 2017**, and supersedes the Collective Agreement between the Parties which was in effect on **July 1, 2008**.

(b) Should the parties fail to conclude a new contract prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new

agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.

- (c) The Union agrees to give the Employer at least one (1) week's (7 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the intended time and date of lockout.

202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

203 This Agreement may be amended during its term by mutual agreement.

204 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.

205 All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement.

Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.

206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3: MANAGEMENT RIGHTS

301 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, without limiting the generality of the foregoing:

- the right to maintain efficiency and quality 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 number of employees at any site;
- the right to demote, discipline, suspend, lay-off, 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.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

302 Subcontracting

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility covered by the Memorandum of April 1, 1993.

303 In accordance with Article 302, an employee will be given 90 days' notice. Where the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the layoff provisions in accordance with Article 23 or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

304 If the Employer intends to subcontract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the facility for those employees so displaced and will guarantee to offer alternative employment with the site to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement, in accordance with Section 72 (1) of the *Labour Relations Act* of Manitoba.

306 Hospital Disaster and Fire Plans

- (a) In any emergency or disaster declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.

- (b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 19.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

ARTICLE 4: UNION DUES – SECURITY

- 401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.
- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, **the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer)**, and the amount of such deductions.
- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 404 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.
- 405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5: UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 (a) The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- (b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 503 When meeting with the Employer to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. The Chair of the Provincial Health Care Council shall participate as an additional representative at the Union's expense. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.
- 504 Union representatives will be granted necessary time off with basic pay to meet with the Employer for the purpose of conducting local negotiations, subject to a maximum cost to the Employer of maintaining salaries for three (3) employees so engaged.
- 505 The President or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 506 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate. **Where a local union has an office, and the Union has provided the mailing address to the Employer, all correspondence shall be forwarded to the local office.**

ARTICLE 6: RESPECTFUL WORKPLACE

- 601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 602 **Unless allowed under the *Manitoba Human Rights Code***, the Parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
 - ethnic background or origin

- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- **gender identity**
- physical or mental disability
- place of residence
- membership or non-membership or activity in the Union.

603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

604 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and *The Workplace Safety and Health Act* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer’s Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 7: DEFINITIONS

701 An employee is a person employed by the Employer and covered by this Agreement.

702 Regular employment status shall be defined as:

- (a) A “full-time” employee is one who regularly works the hours specified in Article 18.
- (b) A “part-time” employee is one who regularly works less than full-time hours, but not less than seven and three-quarter (7¾) hours in a biweekly period.

703 (a) Term Positions

A “term position” shall be for a specific time period or until completion of a particular project within a specific department.

- The Employer will determine whether positions of less than three months will be posted.

- Term positions of duration of three (3) months or more shall be posted.
- Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12.

- All employees may apply for the term position.
- Additional postings shall not be required for the position of the employee who may be awarded the term position.
- Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3110.
- An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
- A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403 (a).

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as “indefinite term”.

- Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
- The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Article 3110 and 2105 shall apply, wherever possible.

Upon completion of the term position, the employee shall return to her former position.

- In the event that the employee’s former position is no longer current, an employee shall be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the site, provided she possess the qualifications and ability sufficient to perform the required work, or to accept lay-off.
- Where, due to seniority level this is not possible, an employee shall then be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the sites comprising the Regional Health Authority, provided she possess the qualifications and ability sufficient to perform the required work, or to accept layoff.
- An employee thus displaced shall have the same rights.

- When exercising her seniority, an employee shall not be entitled to displace into more than one established position within the Regional Health Authority.

In case an employee on Maternity/Parental Leave wishes to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per 1709, the Employer shall state on the job posting that the said term position is a “MAT LOA term” which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

(b) Temporary Employees

A “temporary employee” is one who is newly hired for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

- No temporary employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
- Should a temporary employee become permanent without a break in service, her service will be connected for seniority purposes.
- A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee’s hiring.
- Temporary employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position. A temporary employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.
- If a temporary employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position.
- A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.

704 A “probationary” employee is a newly-hired full-time or part-time employee who has not completed three or four months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.

705 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 8: BULLETIN BOARDS

- 801 Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Chief Executive Officer/**Chief Operating Officer** or designate before posting.

ARTICLE 9: EMPLOYEE BENEFITS

901 Dental Plan

The Parties agree that during the life of this Agreement, the **HEB Manitoba (Healthcare Employee Benefit Plans)** sponsored Dental Plan will be cost-shared on a 50/50 basis.

902 **HEB Manitoba** Disability and Rehabilitation Plan

The **HEB Manitoba** Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. Effective April 1, 2005, the Employer will contribute to a maximum of 2.3% of base salary to fund the **HEB Manitoba** Disability and Rehabilitation Plan.

The Parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the **HEB Manitoba** Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

- 903 (i) The Parties agree to participate in the **HEB Manitoba Pension Plan** in accordance with its terms and conditions including established contribution rates as set out in the **HEB Manitoba Pension Plan** Trust Agreement, **HEB Manitoba** Pension Plan text and other applicable written policies and guidelines.

Employer and employee pension plan contribution rates to increase as follows:

July 1, 2005: 1.4% increase (resulting in the new rates of 6.4% up to YMPE and 8.0% for earnings in excess of YMPE).

July 1, 2006: 0.2% increase (resulting in the new rates of 6.6% up to YMPE and 8.2% for earnings in excess of YMPE).

July 1, 2007: 0.2% increase (resulting in the new rates of 6.8% up to YMPE and 8.4% for earnings in excess of YMPE).

- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of **HEB Manitoba**.
- (iii) In the event that the contributions required by the **HEB Manitoba** plan text are not sufficient to fund the necessary pension benefits, the Parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

904 All employees transitioned to the Regional Health Authorities from the Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the employee's transition to the RHA. These benefit plans currently include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semiprivate Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will be "grandparented" to those plans for the duration of their employment.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the employees who are "grandparented" to these plans. The Employers agree to notify the Union as soon as the Employer is made aware of any benefit changes.

905 Extended Health Care Plan / Health Spending Account (HSA)

The following benefit improvements will be applied through **HEB Manitoba** as specified:

1. Extended Health Care Plan:

- April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the **HEB Manitoba** "Enhanced" Extended Health Care Plan.
- Effective April 1, 2009, the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the employee.
- There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment or remain out.

- Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.
- New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrolment changes will be as per the **HEB Manitoba** plan text.

2. Health Spending Account (HSA):

- Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the **HEB Manitoba** “Enhanced” Extended Health Benefit Plan and the **HEB Manitoba** Dental Plan.
- The annual HSA benefit amounts shall be:

April 1, 2010:	\$250 for full-time employees*
	\$125 for part-time employees
April 1, 2011:	\$500 for full-time employees*
	\$250 for part-time employees
- *For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.
- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.
- New employees hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

906 Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer's and the employee's share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employee's wages are being paid by the Employer, the Employer will pay the Employer's share of the premiums on the condition the employee is paying their share.

ARTICLE 10: GRIEVANCE PROCEDURE

1001 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement.

1002 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.

1003 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.

1004 Step 1/Discussion Stage

Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.

1005 Step 2

If the grievance is submitted but not resolved within the foregoing time period, the grievor and shop steward may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance.

1006 Step 3

Failing settlement of the grievance at Step 2, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Chief Executive Officer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

1007 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Chief Executive Officer or designate.

1008 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Chief Executive Officer or designate.

1009 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

1010 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11: ARBITRATION PROCEDURE

1101 Within ten (10) calendar days after receiving the reply of the Chief Executive Officer or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

1102 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

1103 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.

1104 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.

1105 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.

1106 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

1107 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

1108 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator, to reconvene. Within five (5) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.

1109 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the Chairperson or sole arbitrator.

1110 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1111 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 12: SENIORITY

1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions:

1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

1203 The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) Workers' Compensation up to one (1) year in that appropriate time period.

1204 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 except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, 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.

1205 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one year;
- (g) is on an approved parental or adoption leave commencing after July 1, 1988.

- 1206 Seniority will be retained but will not accrue if an employee:
- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
 - (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
 - (c) is laid off for less than thirty-six (36) months;
 - (d) is on the trial period of an out-of-scope position.
- 1207 (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing, to a maximum of twice per year.
- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 1208 A temporary employee shall have seniority rights in accordance with Article 703 (b) of this Agreement.
- 1209 Effective September 1, 2002, an employee, upon returning to work following an unpaid leave of absence due to Disability and Rehabilitation, will have her seniority credited with the appropriate number of hours she would have worked during the leave, based on her established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

ARTICLE 13: INCOME PROTECTION

Also refer to Article 31 – Special Provisions re. Part-time Employees.

- 1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance (MPI) shall receive her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance.
- (a) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits, with the proviso that:

- i) If the employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be to a maximum of two (2) hours.
 - (b) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community the employee shall be allowed up to one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.
 - (c) It is understood that the elimination period for the **HEB Manitoba** Disability and Rehabilitation Plan is 119 days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.
- 1302 (a) An employee who is unable to report for work due to illness shall inform her Supervisor or designate 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 day shift | 1½ hours' notice |
| Prior to evening shift | 3 hours' notice |
| Prior to night shift | 3 hours' notice |
- Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.
- (b) An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours' notice prior to returning to work.
 - (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- 1303 (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.
- (b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in

the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (e). 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 day to read three-quarters (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

- 1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1305 Except as provided in 1209, income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 1308 (a) If an employee is to be absent for illness for a period exceeding her income protection, including Employment Insurance (EI) credits, 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. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is accepted for benefits under the **HEB Manitoba** Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1309 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.

1310 Income Protection and Workers' Compensation

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

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for

compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

Further to this, the Facility shall notify Workers' Compensation of salary adjustments at the time they occur.

- 1311 (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (c) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.

- (d) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1312 Work Assessment

Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

1313 MPI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by **MPI**.
- (b) Subject to (a), where an employee has applied for **MPI** benefits and where a loss of normal salary would result while awaiting the **MPI** decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - i) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 2101 (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final **MPI** decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee’s accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient **MPI** payments to be paid directly to the Employer to offset the total amount of the

advance or by repayment to the Employer immediately upon receipt of payment made by **MPI** directly to the employee.

- (d) In the event that **MPI** disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1314 Family Illness

Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFER

- 1401 All vacant positions which fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
- 1402 **The Employer agrees to post the name and seniority of the successful applicant for each vacancy within seven (7) working days of the appointment. The name of the successful applicant and their seniority for any position which falls within the scope of this Agreement will be sent to the Union in accordance with Article 506.**
- 1403 (a) All promotions and voluntary transfers are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.
 - (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
 - (c) During the trial period, shall be returned to her former position without loss of seniority

- i) by the Employer when she proves to be unsatisfactory in the new position, or
- ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.

Notwithstanding Article 1401, should an employee elect to return to her former position in accordance with i) or ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202.

- (d) If the employee returns to their former position in accordance with (c) i) or ii) above, she will be placed in her former position and former employment status. If an employee had replaced her, they too will revert back to their previous position/employment status and so on.**

1404 When an employee is promoted, her new and future salary will be determined as follows:

- (a) The new salary will be at the rate of her new classification which provides the equivalent of one increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
- (b) Subject to 2104, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.

1405 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.

1406 An employee, who through advancing years or disablement is unable to perform her regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she is capable. She would be paid at the same increment step in the new job as she was in her previous job.

1407 (a) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.

- (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.

1408 Employees shall be encouraged to improve their abilities by participation in available training programs.

- 1409 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Facility.
- 1410 If an employee takes a course outside of working hours, and if before the employee takes the course, the Executive Director or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for 50% of the tuition fee to a limit of \$125 upon successful completion of the course. Proof of successful completion will be required.

ARTICLE 15: ANNUAL VACATION

Also refer to Article 31 – Special Provisions re. Part-time Employees.

- 1501 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation. The employee shall have the right to indicate which day of the week her/his vacation begins.

The vacation year shall be from the 1st day of April in the one year to the 31st day of March the next year.

Employees will generally not be requested to work during a period of vacation. For those employees occupying more than one position refer to Article 3206.

- 1502 A full-time employee who has completed less than one (1) year's continuous employment as of cut off date indicated in 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

- 1503 Annual vacation shall be earned at the rate of:

- three (3) weeks per year commencing in the first year of employment
- four (4) weeks per year commencing in the fourth year of employment
- five (5) weeks per year commencing in the eleventh year of employment
- six (6) weeks per year commencing in the twenty-first year of employment

Casual employees will be paid 6% vacation pay.

- 1504 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.

- 1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:
- three (3) weeks per year – 6% of basic pay
 - four (4) weeks per year – 8% of basic pay
 - five (5) weeks per year – 10% of basic pay
 - six (6) weeks per year – 12% of basic pay
- 1506 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off date as per 1501. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- 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.
- 1507 The Employer will post an approved vacation schedule a minimum of one (1) week prior to the commencement of the vacation year as set out in 1501. The Employer will give due consideration to employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 1508 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year on a first come first serve basis. Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than November 1st of each year, in a prominent area(s) in each facility/worksite indicating the need for employees to request the scheduling of their remaining vacation.
- 1509 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 1510 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1511 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1512 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty or is 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 that vacation year.

- 1513 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. Days retained for this purpose are part of the vacation entitlement set forth in Article 1503. Should an employee elect to retain vacation days, one (1) week (seven (7) calendar days) of vacation shall be reduced by the number of days retained.
- 1514 An employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1513.
- 1515 An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled.

A part-time employee who requests to work and who works additional hours on a non-scheduled vacation day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours on a non-scheduled vacation day, shall receive double time for all hours worked.

1516 Long Service Recognition – Vacation

Effective April 1, 2009

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e., 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009, will be entitled to receive this benefit in the 2009 calendar year.

ARTICLE 16: GENERAL HOLIDAYS

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1601 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1 st)	August Civic Holiday
Jour de Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day

and any other day proclaimed as a holiday by Federal or Provincial authorities.

1602 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) her basic rate of pay.

1603 Subject to 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday an additional day's pay at the basic rate shall be granted in lieu.

1604 If a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1605 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

1606 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

1607 Full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive her regular rate of pay for all days banked.

1608 The Employer will endeavour to provide all employees with at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

1609 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 17: LEAVE OF ABSENCE

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.

1702 (a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to her former position upon her return at her former increment step.

(b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks, will be returned to her former classification at her former increment step.

(c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification.

(d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to her former classification at her former increment step provided that she returns to work within the two (2) year period.

1703 An employee not reinstated in her former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy within the site which is at the level of her former position.

1704 Parenting Leave

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

1705 Parental Leave – Maternity

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave “Plan A” or Maternity Leave “Plan B” but not both.

A) Plan A

An employee shall receive Maternity leave of seventeen (17) weeks and Parental Leave of up to 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 (22nd) 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) 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.
- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by 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 weeks. Such days that may be utilized for this purpose will be as set out in 1303 (b).

- (e) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

B) Plan B

Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B 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;
 - (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;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.

2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, her Parental Leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 A) (e);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate

- and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1705 A) (e);
- (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 17, shall be on a leave without pay basis.

- 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.

- 6. Plan B does not apply to temporary employees.

- 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

1706 Sections 52 through 57.1(2) inclusive and Section 60 of the *Employment Standards Code* respecting maternity leave shall apply.

1707 Parental Leave – Paternity

An employee shall receive Parental Leave without pay of up to 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 not 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.

1708 Parental Leave – Adoption

An employee shall receive Parental Leave without pay of up to thirty-seven (37) weeks 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) day's 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.

1709 An employee may end her parental leave earlier than thirty-seven (37) weeks by giving the Employer written notice at least two weeks, or one pay period, whichever is longer 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. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702(c) and 1703 above will apply.

1710 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

1711 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater.

Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

- 1712 Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend either a funeral or initial memorial service as a mourner.

- 1713 Probationary employees shall be entitled to unpaid Bereavement Leave for a duration stipulated in Article 1711.

- 1714 An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

- 1715 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.

- 1716 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

- 1717 Union Leave

Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union. The Union will provide the Employer with written confirmation of dates requested.

- 1718 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.

- 1719 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority

for a period of one year. Such leave may be renewed each year, on request, during her term of office.

1720 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

1721 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

1722 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 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:
 - 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 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 or 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 a spouse or common-law partner of the parent;
 - 4) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) & 1205 (d). (unpaid leaves)
- (h) Subject to the provisions of 1303 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (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 1711, 1713 and 3108.

ARTICLE 18: HOURS OF WORK

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1801 Regular hours of work for all full-time non-clerical employees will be:

- (a) seven and three-quarters ($7\frac{3}{4}$) hours per day excluding meal periods and including rest periods; and
- (b) thirty-eight and three-quarters ($38\frac{3}{4}$) hours per week;
- (c) seventy-seven and one-half ($77\frac{1}{2}$) hours biweekly.

Regular hours of work for all full-time clerical employees will be:

- (a) seven and one-half ($7\frac{1}{2}$) hours per day excluding meal periods and including rest periods; and
- (b) thirty-seven and one-half ($37\frac{1}{2}$) hours per week, excluding meal periods and including rest periods;
- (c) seventy-five (75) hours biweekly.

- 1802 The meal period will be scheduled by the Employer and will not be less than one-half (½) hour or more than one (1) hour in duration.
- 1803 A rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.
- 1804 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.
- 1805 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1302 (c). Where seven (7) calendar days of such notice is not given the employee, she shall receive payment at the applicable overtime rate for all such work performed.
- 1806 Shift patterns, unless otherwise mutually agreed, shall provide for the following:
- (a) An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum 15 hours), unless otherwise agreed to between the employee and the Employer.
 - (b) An employee shall be granted as great a number of weekends off as is reasonably possible with a minimum of every third weekend off.
 - (c) No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.
 - (d) Days off will be consecutive wherever possible.
 - (e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each standard rotation. This may be amended if the majority of employees affected are in agreement.
 - (f) A full-time employee who is receiving the minimum of every 3rd weekend off and who works the third shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second shift (commencing at or about 0800 hours) on the Monday following.

- 1807 Where the Employer plans to implement a split shift the Union will be notified in advance. There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- 1808 (a) 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 for any portion of her scheduled shift, she shall receive pay for that entire shift.
- (b) Except as provided in 3110 (c), when an employee is called in to work a full shift as provided in 1801 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.
- 1809 For identification purposes, shifts will be named as follows:
- (a) The shift commencing at or about 12 midnight shall be considered the first shift;
- (b) The shift commencing at or about 0800 hours shall be considered the second shift;
- (c) The shift commencing at or about 1600 hours shall be considered the third shift.
- 1810 In cases where a shift commences at a time other than one of those specified in Article 1809, the shift shall be considered to be the one in which the majority of hours falls.
- 1811 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 Department Head or designate and shall not result in overtime costs to the facility.
- 1812 (a) An employee who is required to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- (b) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

ARTICLE 19: OVERTIME

Also refer to Article 31 – Special Provisions re. Part-time Employees.

- 1901 Overtime shall be the time worked in excess of the daily and biweekly hours of work as specified in Article 18, or in excess of the normal full-time hours in the shift pattern in effect in the department, such time to have been authorized in such manner and by such

person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1902.

- 1902 (a) Employees shall receive one and one-half (1.5) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day.
- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one day.
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary.
- (d) All overtime worked on a General Holiday shall be paid at two and one-half (2½) times the employee's basic rate of pay.
- 1903 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 31st of any year or paid out.
- 1904 An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 1905 Employees working two (2) consecutive full shifts as provided in 1801 will be paid at double time for the second shift.
- 1906 Overtime and on call shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work.
- 1907 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.
- 1908 An employee required to work overtime for a period in excess of two (2) hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of \$5.00 (increasing to seven dollars (\$7.00) effective January 1, 2009) will be made in lieu.
- 1909 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

1910 Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

ARTICLE 20: SHIFT AND WEEKEND PREMIUM

2001 (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

The above allowance shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift pattern during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

(b) An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour **(one dollar and ninety cents (\$1.90) per hour effective April 1, 2016; two dollars and five cents (\$2.05) per hour effective October 1, 2016)** for that shift.

2002 Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

2003 Weekend Premium

A weekend premium of one dollar and thirty-five cents (\$1.35) per hour **(one dollar and fifty cents (\$1.50) per hour effective April 1, 2016; one dollar and sixty-five cents (\$1.65) per hour effective October 1, 2016)** 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 21: SALARIES AND INCREMENTS

Also refer to Article 31 – Special Provisions re. Part-time Employees.

2101 Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement.

2102 (a) Employees shall be paid every two (2) weeks;

(b) If an employee covered by this agreement has not received wages in any one (1) pay period resulting in a shortfall of wages of at least the equivalent of one (1) normal day’s pay, such pay will be provided within three (3) business days, upon request from the employee.

2103 A Health Care Aide (untrained) shall progress to the Health Care Aide (trained) classification at the same increment level upon the successful completion of an approved course or at the end of one (1) year of service as a Health Care Aide (untrained). For this purpose, one (1) year of service shall mean the equivalent yearly hours of a full-time employee.

A newly hired Health Care Aide who holds a valid certificate from a recognized Manitoba Community College will commence at the Health Care Aide (trained) rate.

2104 Increments shall be due on the anniversary date of the employee's date of employment. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2105 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, she shall be paid the higher of sixty-five cents (\$0.65) per hour, or the minimum rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

2106 On Call Premium

An employee who is designated by the Employer to be available on call, immediately available by telephone contact to report to work without undue delay, shall be entitled to payment of two (2) hours' basic pay for each eight (8) hour period or a pro rata payment for any portion thereof.

The employee will leave her employment immediately after she has completed the work for which she was called and resume her "on call" status.

The "on call" premium will not apply during any period when the employee is performing duties at the site.

2107 On Call Transportation

Employees required to return to work on a callback, will be paid the current facility rate per kilometre for use of their own vehicle (minimum of \$4.00 – maximum of \$8.00) or taxi fare to and from the Facility. Taxi fare will not apply beyond the city/town limits. The above provision will not apply to employees who receive a monthly standby/on call allowance.

2108 Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee

shall be eligible for increments provided that she/he furnishes proof of enrolment and satisfactory progress towards the completion of the course.

- 2109 (a) When an employee reports to work, **or is called**, and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.
- (b) **When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.**

ARTICLE 22: RETIREMENT BONUS

2201 Employees retiring in accordance with the following:

- (a) retire at age sixty-five (65) years; or
- (b) retire after age sixty-five (65) years; or
- (c) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (d) employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of service equal eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment calculated in accordance with 2202.

2202 Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

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

2203 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

- (i) For employees retiring under the Civil Service Superannuation plan, in accordance with the provisions of the plan, payment shall be made in a lump sum and the retirement date shall be the last day worked.

2204 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.

ARTICLE 23: LAYOFF AND RECALL

- 2301 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 2302 In the event of a layoff, employees other than probationary or temporary employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
 - (b) four (4) weeks' notice for layoff of more than eight (8) weeks.
- 2303 When reducing staff, senior employees within the site shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- 2304 If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected. If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise her Facility-wide seniority to bump into any classification within the scope of this agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one percent (1%) of the maximum of the salary range for the position currently held by the employee.

Should the employee bump into a position with a salary range considered to be the same, she/he will be paid at the same increment level that she/he currently holds.

- 2305 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when she/he returns to work on an incidental basis.

- 2306 Notwithstanding Article 3110 (a) additional available shifts shall be offered to an employee on layoff, before part-time and casual employees, provided she possesses qualifications and ability sufficient to perform the required work. The employee on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in her/him working in excess of her/his regular EFT commitment. Notwithstanding Article 1811, when an employee does not work part or all of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked.

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

(a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each **pay deposit**, and shall be prorated on the basis of hours paid at regular rate of pay;

(b) Income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time Hours}} \times \text{Entitlement of Full-time Employee}$$

(c) Seniority shall be calculated in accordance with regular hours worked;

(d) The employee shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each **pay deposit**;

(e) Participation in benefit plans is subject to the provisions of each plan.

Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the three (3) year period referenced in Article 12. However, an employee on layoff who is recalled into a term position shall retain her/his right to be recalled into a permanent position while working in the term position.

2307 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:

(a) an employee who is awarded a term position which is of a lesser EFT than what she occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional shifts in accordance with Article 3110 (a), providing that this will not result in her working in excess of her regular EFT commitment;

(b) at the expiry of the term position, the employee will return to the recall list;

(c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2308 Laid off employee shall be recalled in seniority order to vacancies in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.

2309 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

2310 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in 2309, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of layoff.

2311 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

2312 Except for temporary layoffs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of layoff. An employee whose layoff is temporary (less than eight (8) weeks) may request payout of accumulated vacation entitlement.

2313 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower EFT than she held prior to layoff, shall not terminate for failure to report for duty in that instance.

2314 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 24: TRANSPORTATION ALLOWANCE

2401 Effective January 1, 2009, employees required to use their own personal vehicle for Employer business which has been preauthorized by the Employer, shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of \$3.50 per return trip.

ARTICLE 25: TERMINATIONS

2501 An employee may terminate her employment by giving two (2) weeks' written notice, exclusive of vacation.

2502 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of an employee without recourse to the grievance procedure, or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

2503 The Employer may give equivalent basic pay in lieu of notice.

2504 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 26: DISCIPLINE AND ACCESS TO PERSONNEL FILES

2601 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such employee shall be advised promptly in writing, **either by registered mail or personal service**, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

2602 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 and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.

2603 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.

- 2604 Upon written request, 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, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, 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 at her own expense.
- 2605 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2606 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 27: COMMITTEES

- 2701 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 their Facility, including unresolved workload concerns as specified and documented.
- 2702 The Labour/Management Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed eight (8) members. Additionally, the Union committee may have a representative from the Canadian Union of Public Employees.
- 2703 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.
- 2704 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

2705 Workplace Safety and Health Committee

- (a) A joint Workplace Safety and Health Committee shall exist within each site to examine all aspects of safety and health within the site. Union representation on the committee shall not exceed three (3) members who shall be appointed by the Union;
- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act* of Manitoba and will comply with the *Workplace Safety and Health Act* of Manitoba;
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
 - i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
 - iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - iv) cooperation with the occupational health service, if such a service has been established by the Employer;
 - v) cooperation with a safety and health officer who is exercising his duties under the *Workplace Safety and Health Act*;
 - vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
 - viii) such other duties as may be specified in the *Workplace Safety and Health Act* regulations.

- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.
- (e) Unresolved issues shall be referred to the CEO or designate and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

2706 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 28: TECHNOLOGICAL CHANGE

2801 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 twenty (120) 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) The negotiation of the effects of 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.

2802 Transfer Arrangements

An employee who is displaced from her job as a result of 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 layoff procedure specified in this agreement.

2803 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 29: CHANGES IN CLASSIFICATION

- 2901 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 classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
- 2902 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 Schedule "A" of this Agreement.
- 2903 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.
- 2904 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 2905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2906 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.

- 2907 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 2908 If the decision given in Article 2907 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 11.
- 2909 The job description shall be the recognized job description until the Union is notified in accordance with Article 2901 or 2910.
- 2910 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 30: UNIFORM/CLOTHING ALLOWANCE

3001 Where the Employer requires that an employee wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of seven cents (\$0.07) per hour for all hours worked. The employee will be responsible for the laundering and maintenance of her uniform.

The uniform must conform to the standards established by the Employer.

3002 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with the Facility's policy.

3003 Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe allowance to a maximum of \$75 (one hundred dollars (\$100) effective January 1, 2009) per year upon presentation of a receipt. New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes at all times while at work.

ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES

3101 Income Protection in Case of Illness

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

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

3102 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

3103 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 the amount of vacation pay for the current vacation year.

- 3104 (a) 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. A part-time employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1513.
- (b) Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time.

3105 General Holidays

Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular **pay deposit**.

General Holiday pay earned in accordance with 3105 shall be considered as paid hours for the purpose of accruing seniority.

3106 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 18.

3107 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.

3108 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law,

grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

3109 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement **in consultation with the Union**.

- 3110 (a) Part-time Employees who wish to work additional hours shall be offered such work when available on a seniority basis providing they are able to perform the required duties. 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) 1) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- 2) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- 3) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay in accordance with Article 3105.
- 4) No benefits other than those referenced in 2) and 3) above shall be based on additional casual shifts.
- 5) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 703 (a), she shall be entitled to income protection benefits and bereavement leave.
- (c) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).

3111 Callback

A part-time employee required to report back to work outside her regular working hours shall be paid at the applicable rate of pay for all hours worked or a minimum of three (3) hours whichever is greater. Where an employee is called in within two (2) hours prior to the commencement of her next scheduled shift she will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

3112 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 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:
 - 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 or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;

- iii) a parent of the employee or a spouse or common-law partner of the parent;
 - iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
 - (g) Seniority shall accrue as per Article 1203 (c) & 1205 (d). (unpaid leaves)
 - (h) Subject to the provisions of 1303 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
 - (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 1711, 1713 and 3108.

ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one position may occur within the site(s) of the Employer.

- 3201 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.
- 3202 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.
- 3203 Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e., the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- 3204 All salary and benefit plans shall be applied on the basis of all regular hours worked.

3205 Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.

3206 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.

An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.

3207 Employees taking on an additional position will be subject to a four-month trial in accordance with Article 1403.

3208 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available shifts in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2306. Such preferential consideration shall apply for a period of one year or until such time as the employee secures an alternate position, whichever occurs first.

3209 Where an approved arrangement is later found to be unworkable by the employee, she shall be required to give two (2) weeks' written notice, exclusive of vacation, that she wishes to relinquish one of the positions held.

3210 The provisions of 1806 (b) may be waived by mutual agreement between the Employer and the employee.

ARTICLE 33: SPECIAL PROVISIONS RE. CASUAL EMPLOYEES

3301 The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employee, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 20.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 1602.

- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 1901, 1902 (a), (b) and (d).
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (g) 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.
- (h) 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.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.
- (j) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a permanent employee in accordance with Article 1202, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
- (k) Casual employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular **pay deposit**.
- (l) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.
- (m) Articles 10 and 11 herein apply only with respect to the terms of this article.

ARTICLE 34: INSURANCE COVERAGE

3401 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 35: OVERPAYMENTS

3501 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

3502 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

WAGE INCREASES

(Except for those classifications tied to Professional/Technical sector or Trades sector.)

Effective April 1, 2012: Increase hourly rate by 0%

Effective April 1, 2013: Increase hourly rate by 0%

Effective April 1, 2014: Increase hourly rate by 2.50%

Effective April 1, 2015: Increase hourly rate by 2.50%

Effective April 1, 2016: Increase hourly rate by 2.00%

LONG SERVICE STEP

1. Effective October 1, 2014, (October 1, 2012, for all nursing/professional-technical classifications as per existing LOUs) a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and**
- (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

2. Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in #1 above.

Note: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time, or term).

This Agreement signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Mart CEO

Rother Heier Ece

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

[Signature]

[Signature]

[Signature]

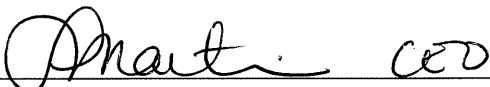
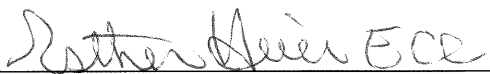
LETTER OF UNDERSTANDING 15-01

RE: LOCAL ISSUES

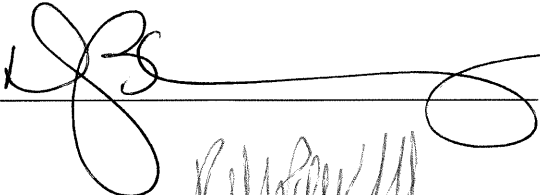
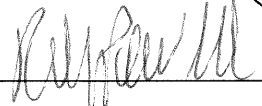
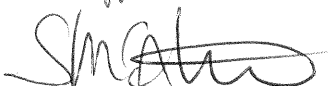
All Local Letters of Understanding and Local issues agreed to in the Memorandum of Settlement and Interest Arbitration Award document dated April 30, 2015, or otherwise agreed to, shall be deemed to be included in this Memorandum of Settlement and subsequent individual collective agreements.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

 CEO
 Esther Heier ECE

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

MK:cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-02

RE: STAFFING REVIEW

Whereas the parties recognize that there may be a proliferation of regular positions having a low EFT and a proliferation of utilization of casual work;

And whereas it is the intent of the parties to maximize the EFT of part-time positions and the creation of as many full-time positions as is reasonably possible;

And whereas by minimizing the use of casual work, the parties agree that there will be the potential to convert casual employment into regular employment status;

And whereas the parties wish to investigate and address these issues;

Now therefore the parties have agreed that these issues will be examined utilizing the following guidelines:


- (a) When it is determined by the Employer that a vacancy will be filled, the Employer and the Union will examine the potential of reallocating part, or all of the vacant EFT of part-time positions, in accordance with the Collective Agreement, to qualified part-time employees within the relevant classification, within the service department/patient care unit, within the site or within the facility. Only part-time vacancies of .4 EFT or less will be examined for reallocation.
- (b) Part-time employees who wish to increase their EFT under the provisions of the Letter of Understanding will be required to indicate in writing to the Employer within sixty (60) days of ratification of the Collective Agreement and no later than May 1st of each year thereafter.
- (c) The Employer and the Union will meet in order to identify the most appropriate method of reallocating such EFT. Unless otherwise mutually agreed, such reallocation will not require job posting under Article 14 or invoking of any provisions of Article 23.
- (d) In the event that mutual agreement cannot be reached regarding the reallocation of additional hours, a regular part-time position will then be posted.
- (e) The nature and the rate of utilization of additional hours (including casual hours) worked will be examined by the Employer and the Union on a semiannual basis, during the second and fourth quarter of each calendar year, to determine whether such hours may be incorporated into regular positions or, whether regular or term positions could be created based on operational need. If it is determined that regular or term positions will be created, the Union and the Employer will meet to discuss the process under which the newly created positions will be posted or allocated.

- (f) New letters of employment will be issued when an employee's EFT is increased or a casual employee is confirmed to regular employment.

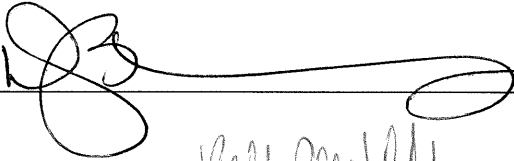
Signed this 26th day of February, 2016.

**FOR MENNO HOME FOR THE
AGED**

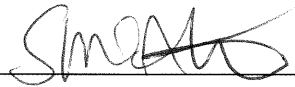
 CEO

 Esther Heier ECE

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2619**







MK.cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-03

RE: GENERAL WAGE STANDARDIZATION FUND

The parties recognize the importance of wage standardization for classifications performing the same duties.

In order to rectify identified inequities, a “General Wage Standardization Fund” will be provided and allocated as follows:

Phase I

- May 1, 2003 = \$2,590,000 (includes 0.60% standardization increase for all – compounded)
- May 1, 2004 = \$1,230,000
- May 1, 2005 = \$1,230,000

Phase II

- April 1, 2006 = \$5,840,000 (total amount for utilization on a sectoral basis)*
- April 1, 2007 = \$5,840,000 (total amount for utilization on a sectoral basis)*
- March 31, 2008 = \$3,000,000 (total amount for utilization on a sectoral basis)
- March 31, 2009 = \$3,000,000 (total amount for utilization on a sectoral basis)

*Note: Standardization Funds identified in the previous collective agreement are included in sectoral value.

PRINCIPLES:

i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

% of total differential between existing salary rate and target salary rate to apply =

- May 1, 2003 = complete
- May 1, 2004 = 10.08%
- May 1, 2005 = 10.08%

Phase II

Salaries are to be increased in accordance with the following:

% of remaining differential between existing salary rate and target salary rate to apply =

- April 1, 2006 = 36.87%
- April 1, 2007 = 36.87%
- March 31, 2008 = 18.94%
- March 31, 2009 = 7.32%. The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

Note: Wage Standardization adjustments to be applied prior to economic wage increases.

ii) Phase I – Method for calculation of retroactive payment:

Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:

- 1) Apply percentage referenced above to total differential.
- 2) Multiply result of one (1) above times number of eligible paid regular hours in the 12-month period.

Example: Percentage = 10.08%
 Total differential = \$1.50
 # Eligible Paid Regular Hours = 1000

Calculation = 10.08% x \$1.50 x 1000 = \$151.20

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable employer pension plan. Retired employees must apply in writing for retroactivity.

iii) a six (6) step salary scale will be established effective April 1, 2006:

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Exclusions: Health Care Aide - Untrained
 Activity Aide - Uncertified
 Trades classifications
 Professional / Technical classifications
 Nursing classifications
 'No Match' classifications

iv) a three percent (3%) differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);

v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:

- (a) Placement onto newly established scale at nearest step affording an increase.
- (b) Cannot result in placement on standard scale at a lower step than current step on scale.

- (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2104 (Note: or applicable article number). Illustration of step placement provided in Example 2.
- (d) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	↓	↓	↓	↓	↓	↓
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 2

Incumbents may be placed onto ‘New Scale’ at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 2104 of collective agreement. i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	
	↓	↓	↓	↓	↓	
					↘	
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 3

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	↓	↓	↓	↓	↓		↙
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	

vi) Present Incumbent Only (PIO):

- (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:

All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.

- (b) Where an employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.
- vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries:
- Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:
- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
 - (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
 - (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- viii) positions identified as unique (i.e., 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with collective agreement Article 2104. (Note: or applicable article number).
- x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Phant CEO

Robert Dever Exec

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

[Signature]

[Signature]

LETTER OF UNDERSTANDING 15-04

RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN

Whereas a collective agreement called for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999;

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work.

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period of November 15, 1996 to April 29, 1999, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Mant CEO

Esther Heier ECE

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

[Signature]

[Signature]

[Signature]

MK:cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-05

**RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK
REDUCTION LEGISLATION**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 18 during the life of this Collective Agreement.

Signed this 26th day of February, 2016.

**FOR MENNO HOME FOR THE
AGED**

Maat CEO

Rosher Heier E.C.C.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2619**

[Signature]

[Signature]

[Signature]

MK.cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-06

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1404.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1405.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within her restrictions and limitations as documented by a qualified medical practitioner.

[Applicable to RHAs]

Return to Work placement may occur within a 50-kilometre radius of the originating site unless a greater distance is mutually agreed between the Employer and the employee.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Martin CEO

Rosher Steen ECA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

[Signature]

Ken Powell

[Signature]

MK:cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-07

RE: 9.69 (“10”) HOUR SHIFT SCHEDULE

- Where a Modified Shift Memorandum of Understanding currently exists, the timing of the implementation of the transition to the New Memorandum rests with the Employer, however this will occur within 3 months of the signing of the agreement.
- Appropriate revision to be made for Memorandum covering Power Engineers.
- Reference to 7.75 hours (2015 annual hours) may be 7.5 hours (1950 annual hours) in applicable classifications with appropriate adjustments.
- A “10” hour shift for employees working 7.5 hours (1950 annual hours) will be 9.38 hours per day

The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a 9.69 (“10”) hour shift schedule.

TRIAL AND IMPLEMENTATION

- (a) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
- (b) Implementation of the 9.69 (“10”) hour shift schedule on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
- (c) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
- (d) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the 9.69 (“10”) hour shift schedule. To continue with the “10 hour” shift schedule there must be mutual agreement between the Employer and the affected employees.
- (e) The Employer shall advise the Union of any introduction of a “10” hour shift schedule on a trial basis and whether the “10” hour shift will be implemented.

HOURS OF WORK

- (a) Full-time hours of work shall provide twenty-four (24) shifts of 9.69 (“10”) hours duration averaged over three (3) consecutive biweekly periods. Alternatively, there may be a combination of shifts of 9.69 (“10”) hour duration and shifts of other lengths that equal 77.5 hours per biweekly period, averaged over the three (3) consecutive biweekly periods in the shift schedule.
- (b) The shift schedule shall provide:
 - A maximum of four (4) consecutive shifts of 9.69 (“10”) hours
 - At least two (2) consecutive days off at one time
 - Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period.
- (c) Each shift shall be inclusive of two (2) 15-minute rest periods and exclusive of one (1) meal period of thirty (30) minutes.

INCOME PROTECTION

Employees shall accumulate income protection at the rate of 9.69 hours per month for each full month of employment. Subject to the provisions of the collective agreement, income protection shall be paid for all hours scheduled.

GENERAL HOLIDAYS

Employees required to work on a general holiday shall be paid one and one-half (1.5) times her/his basic rate of pay for all regular hours worked, and, in addition shall receive seven and three-quarter (7.75) hours off at her/his basic pay.

VACATION

The amount of paid vacation that an employee receives under the 9.69 hour ("10") shift schedule shall correspond exactly in hours to the paid vacation on a seven and three-quarter (7.75) hour shift schedule.

SHIFT PREMIUM

Shift premium shall be paid in accordance with the Collective Agreement.

OVERTIME

Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.

BEREAVEMENT

Subject to the provisions of the collective agreement, bereavement leave shall be paid for all hours scheduled.

TERMINATION OF MEMORANDUM OF UNDERSTANDING

Upon a minimum of four (4) weeks' notice, the Employer or the majority of employees working the 9.69 ("10") hour shift schedule may terminate the modified shift schedule.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Maat CEO
Esther Huis Ece

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING 15-08

RE: 11.625 ("12") HOUR SHIFT SCHEDULE

- Where a Modified Shift Memorandum of Understanding currently exists, the timing of the implementation of the transition to the New Memorandum rests with the Employer; however, this will occur within 3 months of the signing of the agreement.
- Appropriate revision to be made for Memorandum covering Power Engineers.
- Reference to 7.75 hours (2015 annual hours) may be 7.5 hours (1950 annual hours) in applicable classifications with appropriate adjustments.
- A "12" hour shift for employees working 7.5 hours (1950 annual hours) will be 11.25 hours.

The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a 11.625 ("12") hour shift schedule.

TRIAL AND IMPLEMENTATION

- (a) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
- (b) Implementation of the 11.625 ("12") hour shift schedule on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
- (c) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
- (d) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the 11.625 ("12") hour shift schedule. To continue with the "12 hour" shift schedule there must be mutual agreement between the Employer and the affected employees.
- (e) The Employer shall advise the Union of any introduction of a "12" hour shift schedule on a trial basis and whether the "12" hour shift will be implemented.

HOURS OF WORK

- (a) Full-time hours of work shall provide twenty (20) shifts of 11.625 ("12") hours duration averaged over three (3) consecutive biweekly periods. Alternatively, there may be a combination of shifts of 11.625 ("12") hour duration and shifts of other lengths that equal 77.5 hours per biweekly period, averaged over the three (3) consecutive biweekly periods in the shift schedule.
- (b) The shift schedule shall provide:
 - A maximum of four (4) consecutive shifts of 11.625 ("12") hours
 - At least two (2) consecutive days off at one time
 - Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period.
- (c) Each shift shall be inclusive of a total of forty-five (45) minutes paid rest period(s) and exclusive of forty-five (45) minutes of meal period(s).

INCOME PROTECTION

Employees shall accumulate income protection at the rate of nine point six nine (9.69) hours per month for each full month of employment. Subject to the provisions of the collective agreement, income protection shall be paid for all hours scheduled.

GENERAL HOLIDAYS

Employees required to work on a general holiday shall be paid one and one-half (1.5) times her/his basic rate of pay for all regular hours worked, and, in addition shall receive seven and three-quarter (7.75) hours off at her/his basic pay.

VACATION

The amount of paid vacation that an employee receives under the eleven point six two five (11.625) ("12") hour shift schedule shall correspond exactly in hours to the paid vacation on a seven and three-quarter (7.75) hour shift schedule.

SHIFT PREMIUM

Shift premium shall be paid in accordance with the Collective Agreement.

OVERTIME

Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.

BEREAVEMENT


Subject to the provisions of the collective agreement, bereavement leave shall be paid for all hours scheduled.

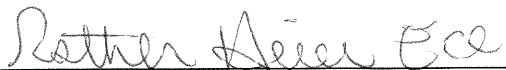
TERMINATION OF MEMORANDUM OF UNDERSTANDING

Upon a minimum of four (4) weeks' notice, the Employer or the majority of employees working the 11.625 ("12") hour shift schedule may terminate the modified shift schedule.

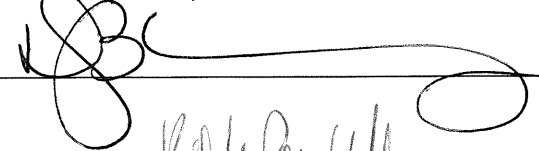
Signed this 26th day of February, 2016.

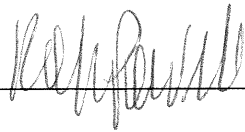
FOR MENNO HOME FOR THE AGED

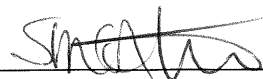
 CEO

 Rother Heer

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619







LETTER OF UNDERSTANDING 15-09

RE: MODIFIED SHIFTS OF LESS THAN REGULAR HOURS OF WORK

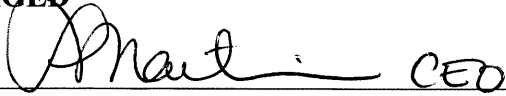
The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarter (7.75) hours or seven and one-half (7.5) hours, as the case may be, (hereinafter referred to as "regular hours of work").

1. The terms and conditions of the Collective Agreement shall apply to part-time employees working shifts of less than regular hours of work except as provided thereafter.
2.
 - Shifts of three (3.0) to five (5.0) paid hours shall include one (1) fifteen (15) minute rest period.
 - Shifts of greater than five (5.0) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period.
 - Shifts of greater than six (6) hours up to the regular hours of work shall include two (2) fifteen (15) minute rest periods and exclude one (1) thirty (30) minute unpaid meal break.
3. In the event that an employee is required to work beyond the end of her scheduled shift, she shall be paid for all hours worked beyond the shift at her basic salary up to the regular hours of work. Overtime rates of pay shall be applicable for time worked in excess of regular hours work, in accordance with Article 1901.

Note: Paragraph 2 does not preclude the Employer from establishing a shift of less than three (3) hours.

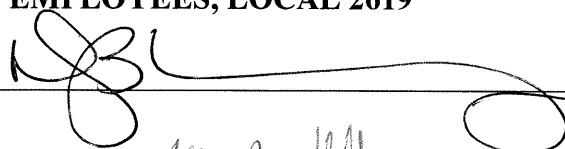
Signed this 26th day of February, 2016.

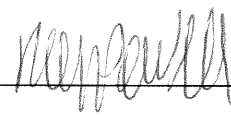
FOR MENNO HOME FOR THE AGED

 CEO

 ECE

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619







LETTER OF UNDERSTANDING 15-10

RE: REDEPLOYMENT

1. PURPOSE:

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
- 1.05 For the purposes of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the Unions as they become known to the above-mentioned Employers.
- 1.07 “Central Redeployment List” means a list of employees who have been laid off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

- 1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.
- 2.03 Transfer of Seniority - The affected Employer(s) and affected Union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

- 3.01 Employees who move to a new bargaining unit/Employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. NEW AND VACANT POSITIONS:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per “sending” Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;

- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-à-vis qualification requirements;
- (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 Salary Treatments:
 - (a) If range is identical, then placed step-on-step;

- (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red-circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. OTHER CONDITIONS:

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.

- 7.02 Salary and vacation earned to date to be paid out by sending employer.

- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

- 8.01 The parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

- 9.01 The parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

- 10.01 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION:

- 11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the parties signatory to this

Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

12. AMENDMENTS:

12.01 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

13. APPEAL PANEL:

13.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute;
- Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Maat CEO
Rother Klein EC

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

BC
Kon Powell
Smethers

MK:cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-11

RE: WINNIPEG REGIONAL HEALTH AUTHORITY

WHEREAS the Winnipeg Regional Health Authority may in the future provide services to the Employers as part of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

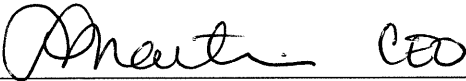
AND WHEREAS the Employer and the Union desire to assist employees who may be directly impacted by such initiatives;

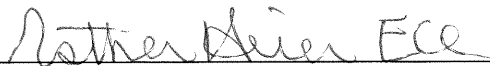
IT IS THEREFORE AGREED THAT:

- (i) The Employer will provide pertinent information to the Union in a timely manner as it becomes available;
- (ii) The Employer and the Union will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to, redeployment issues.

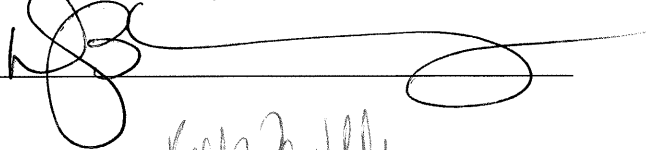
Signed this 26th day of February, 2016.

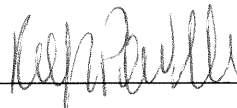
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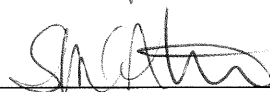
 CEO

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FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619







LETTER OF UNDERSTANDING 15-13

RE: REPRESENTATIONAL ABORIGINAL WORKFORCE

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the work force;
 - Facilitate constructive race and cultural relations.
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative work force.
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
- (e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 26th day of February, 2016.

FOR MENNO HOME FOR THE AGED

Mart CEO
Rosher Heier R. Ece

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

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LETTER OF UNDERSTANDING 15-15

**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI)
REBATE, TRAINING AND EDUCATION FUND**

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the PHCC to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

Signed this 26th day of February, 2016.

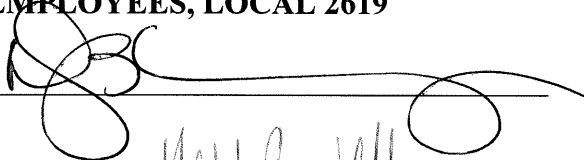
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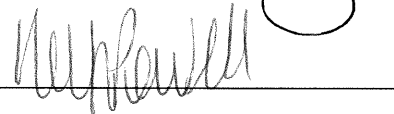





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25-Jan-16

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2619**







LETTER OF UNDERSTANDING 15-16

RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

The Parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The Parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the Parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of six (6) Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this 26th day of February, 2016.

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FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2619

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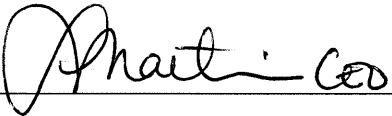

LETTER OF UNDERSTANDING 15-17

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

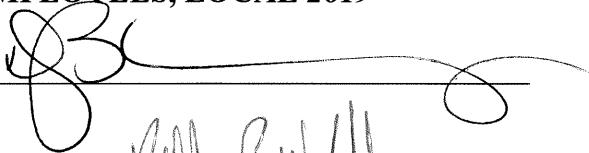
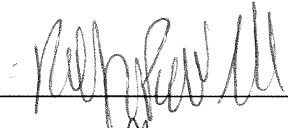
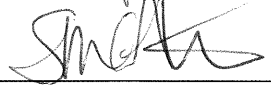
During the term of the 2012 to 2017 Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this 26th day of February, 2016.

**FOR MENNO HOME FOR THE
AGED**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2619**

MK:cbc/cope 491
25-Jan-16

LETTER OF UNDERSTANDING 15-18

RE: CLASSIFICATION REVIEW

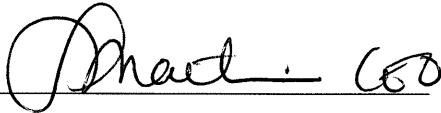
The following classifications will be reviewed as per the Current Classification/Evaluation provisions, including Maintenance of Wage Standardization Committee:

- “Health Information Management Professional” Group
- Unit Clerk/Health Care Aide (HCA)
- Tenant Companion

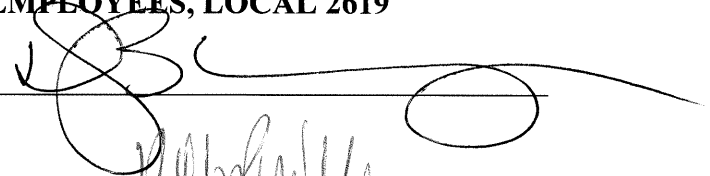
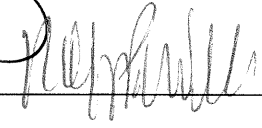

Any Reclassification (increase) which may apply will take effect April 1, 2015.

Signed this 26th day of February, 2016.

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Rosette Hler Ecc

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2619

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25-Jan-16

CUPE LOCAL 2619 AND MENNO HOME FOR THE AGED

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	17,044	17,555	18,082	18,624	19,183	19,759
				Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87
				Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	16,548					
				Monthly	2,778.69					
				Annual	33,344.22					

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	17,044	17,555	18,082	18,624	19,183	19,759
				Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87
				Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	16,548					
				Monthly	2,778.69					
				Annual	33,344.22					

CUPE LOCAL 2619 AND MENNO HOME FOR THE AGED

SCHEDULE "A" – EFFECTIVE APRIL 1, 2014

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	17,470	17,994	18,534	19,090	19,663	20,252
				Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.65
				Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,807.78
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	16,961					
				Monthly	2,848.04					
				Annual	34,176.42					

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014

Addition of 20 Year Scale

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 Note ¹		
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	17,470	17,994	18,534	19,090	19,663	20,252	20,658	
				Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.65	3,468.82	
				Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,807.78	41,625.87	
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	16,961						17,301	
				Monthly	2,848.04							2,905.13
				Annual	34,176.42							34,861.52

CUPE LOCAL 2619 AND MENNO HOME FOR THE AGED

SCHEDULE "A" – EFFECTIVE APRIL 1, 2015

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 Note ¹		
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	17,907	18,444	18,997	19,567	20,154	20,759	21,174	
				Monthly	3,006.88	3,097.06	3,189.91	3,285.63	3,384.19	3,485.78	3,555.47	
				Annual	36,082.61	37,164.66	38,278.96	39,427.51	40,610.31	41,829.39	42,665.61	
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	17,385						17,733	
				Monthly	2,919.23							2,977.67
				Annual	35,030.78							35,732.00

SCHEDULE "A" – EFFECTIVE APRIL 1, 2016

General Increase 2%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 Note ¹		
13	Health Care Aide	P.C.A. (trained)	2015	Hourly	18,265	18,813	19,377	19,958	20,557	21,174	21,597	
				Monthly	3,067.00	3,159.02	3,253.72	3,351.28	3,451.86	3,555.47	3,626.50	
				Annual	36,803.98	37,908.20	39,044.66	40,215.37	41,422.36	42,665.61	43,517.96	
13E	Health Care Aide - Uncertified	Non-Certified Health Care Aide	2015	Hourly	17,733						18,088	
				Monthly	2,977.67							3,037.28
				Annual	35,732.00							36,447.32

Note 1 – Long Service Step application for all employees covered by this agreement is:

- # 1 Effective October 1, 2014, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

2 Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

For the purpose of # 1 and # 2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).