

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CUPE** / *Canadian Union*  
*of Public Employees*  
**LOCAL 2348**

**AND**

**BETHANIA HOUSING & PROJECTS INC.**  
**o/a ARLINGTONHAUS**

**APRIL 1, 2016 TO MARCH 31, 2020**

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**PREAMBLE**

Now therefore the following terms and conditions are agreed to:

**ARTICLE 1 - SCOPE OF RECOGNITION**

- 1.01 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 specific Certificate #MLB 6949.
- 1.02 The Employer reserves the right to utilize students, volunteers and apprentices who shall be excluded from the bargaining unit, to do bargaining unit work provided that no bargaining unit member shall be displaced or have her hours reduced due to the utilization of students, volunteers or apprentices.
- 1.03 The term "Employer" shall mean the Bethania Housing & Projects Inc. o/a ArlingtonHaus in Winnipeg, Manitoba.
- 1.04 The term "Union" shall mean the Canadian Union of Public Employees, Local 2348.

**ARTICLE 2 - DURATION**

- 2.01 (a) This Agreement shall be in full force and effect from April 1, 2016 to March 31, 2020.  
  
(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.
- 2.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 2.03 This Agreement may be amended during its term by mutual agreement.
- 2.04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

- 2.05 On the condition that the Union accepts this Proposal, the Employer will agree to pay retroactive pay within ninety (90) days of the signing of the revised Collective Agreement subsequent to ratification by the Union. Unless otherwise agreed all benefits and adjustments shall be in effect upon signing of the revised Collective Agreement subsequent to ratification by the Union.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and acknowledges the right of the Employer to operate and manage its business in all respects, and to make, enforce and alter from time to time, reasonable rules, regulations, policies and practices to be observed by employees. The Employer agrees that it will not exercise its rights in a manner inconsistent with the terms and conditions of this Agreement. The Employer agrees to provide the Union and the employees with notice of any new rule or changes to an existing rule prior to its implementation.
- 3.02 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. Management, therefore, retains all rights not otherwise specifically covered by this Agreement.
- 3.03 In administering the Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Agreement as a whole.
- 3.04 The Union agrees to carry out its obligations to the Employer under this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 3.05 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

### **ARTICLE 4 - UNION DUES - SECURITY**

- 4.01 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement.
- 4.02 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 National Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.

- 4.03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 4.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4.05 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 4.06 In the event that there are no earnings during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union agrees to provide to the Employer a current list of officers and authorized representatives when a change has occurred and/or when requested.
- 5.02 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.
- 5.03 Two (2) employees shall be given a leave of absence without loss of regular pay to attend collective bargaining negotiations between the Employer and the Union if negotiations are scheduled within regular work hours. An additional employee may attend as mutually agreed between the Union and Employer. The Union shall reimburse the Employer for all such wages and benefits.
- 5.04 After notifying the Building Manager, or in her absence, the Director of Human Resources, the Union Representative will be allowed access to the workplace and the employees at reasonable times provided there is no interference with services and prior approval is granted by management, such approval not to be unreasonably withheld. Where practicable, all such access shall be conducted during off duty hours.
- 5.05 The President or designate of the Local Union shall be granted up to fifteen (15) minutes at a mutually convenient time 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.
- 5.06 All correspondence arising out of this Agreement shall pass to and from the Director of Human Resources and the Secretary of the local union or designate.

## **ARTICLE 6 - NON-DISCRIMINATION**

- 6.01 It is agreed that there shall be no discrimination against any employees by reason of age, creed, race, colour, national origin, political or religious affiliation, sex including pregnancy or marital status, sexual orientation, family status, parental status, place of residence, disability, nor by reason of her membership or non-membership or activity in the Union. The Employer shall be entitled to rely on defences equivalent to those available to Employers under the *Human Rights Code*, if discrimination is alleged.
- 6.02 The Employer and the Union agree that no form of harassment shall be condoned in the workplace.

## **ARTICLE 7 - DEFINITIONS**

- 7.01 An employee is a person employed by the Employer and covered by this Agreement.
- 7.02 A “full-time” employee is one who regularly works the hours specified in Article 18.01.
- 7.03 A “part-time” employee is one who is regularly scheduled and works less than full-time hours as specified in Article 18.01.
- 7.04 A term employee is one who is hired for a specific period or until completion of a particular project. A term employee will be required to complete the term prior to becoming eligible to begin another term position within the bargaining unit. Term employees shall be eligible to apply for full and part-time positions at any time during the term.
- 7.05 A “probationary” employee is a newly hired employee who has not completed six (6) months of work from the date of hire. These periods may be extended if mutually agreed between the Union and Employer.
- 7.06 **Casual Provisions**
- The words “casual employee” shall mean a person who replaces an absent employee or supplements full-time employee coverage as required from time to time. The use of casual employees shall not prevent full-time employees from obtaining full-time hours as specified in Article 18.01. The terms of this Agreement shall not apply to such casual employees, except:
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period;

- (b) Casual employees shall be paid the start rate specified in Schedule "A";
- (c) Casual employees required to work on a statutory holiday shall be paid at the rate specified in Article 16.03;
- (d) Casual employees shall be entitled to overtime pay in accordance with Article 19 but will not be entitled to bank days;
- (e) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 4;
- (f) 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 regular rate of pay or shall be assigned other duties consistent with their position for a minimum of three (3) hours;
- (g) Articles 10 and 11 herein apply only with respect to the terms of this Article; and
- (h) Casual employees are not guaranteed any specific number of hours.

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

#### **ARTICLE 8 - BULLETIN BOARDS**

8.01 Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Building Manager or designate before posting.

#### **ARTICLE 9 - EMPLOYEE BENEFITS**

9.01 Employee group benefits as of the date of ratification of this Agreement are as follows:

- (a) Dental Plan
- (b) Group Life Insurance
- (c) Pension Plan
- (d) Disability and Rehabilitation (D&R)

- (e) EAP
- (f) Health Spending Account
- (g) Extended Health

The breakdown of the employee's and Employer's contribution to the cost of each benefit shall be contained in the individual benefit booklets available to employees. The Employer does not guarantee coverage eligibility or payment of any insurance benefits as this is strictly between the individual plan provider and the individual employee.

The parties agree that the Employer may change the carrier for all of the above so long as the coverage is equal to or better than the current coverage. Prior to any changes in carrier the Employer agrees to meet with the Union and discuss said changes.

- 9.02 Each employee agrees to the deduction and remittance of the employee's share of the cost of benefits by the Employer out of the wages of the employee.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of the Agreement. Any employee, the Union, or the Employer may present a grievance.
- 10.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 10.03 Where necessary a local Union Representative, upon notice to her immediate supervisor and subject to operational requirements, may be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost of maintaining salaries of one (1) employee so engaged. Such permission shall not be unreasonably withheld.
- 10.04 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.

10.05      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.

10.06      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.

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

10.08      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.

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

10.10      If the respondent to the grievance fails to respond within the time limits for responding, the response shall be deemed to be a rejection of the grievance.

10.11      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**

11.01      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.

11.02      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.

- 11.03 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- 11.04 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 11.05 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.
- 11.06 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 11.07 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
- 11.08 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.
- 11.09 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.
- 11.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 11.11 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**

- 12.01 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.
- 12.02 Seniority shall be the determining factor in matters of non-disciplinary demotion, 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.
- 12.03 Probationary employees may be terminated or laid off without reference to seniority and without just cause or notice or pay in lieu of notice. The dismissal of a probationary employee shall be deemed to be for just cause.
- 12.04 The actual accumulation of benefits such as vacation pay and sick leave 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 sick leave;
  - (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).
- Vacation entitlement only shall accumulate for Workers' Compensation up to one (1) year in that appropriate time period.
- 12.05 Seniority and employment will terminate if an employee:
- (a) resigns;
  - (b) is discharged for just cause;
  - (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 eighteen (18) 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) fails to report to work two (2) times without a satisfactory explanation;

- (g) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

12.06 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 sick leave;
- (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 (maximum twelve [12] months);
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved parental, maternity or compassionate care leave.

12.07 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 benefits in excess of twelve (12) months;
- (c) is laid off for less than eighteen (18) months;
- (d) is on the trial period of an out-of-scope position.

12.08 (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.

12.09 A term employee shall have seniority rights in accordance with Article 7.04 of this Agreement.

- 12.10 An employee, upon returning to work following an unpaid leave of absence during which the employee was in receipt of Disability and Rehabilitation benefits, 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 or sick leave.

### **ARTICLE 13 - SICK LEAVE**

- 13.01 An employee who is absent from scheduled work due to personal illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, or by the Manitoba Public Insurance Corporation (MPI) or due to illness of the employee's spouse, child or parent (and who resides with the employee and where the employee is required to care for such person) shall be entitled to her regular pay to the extent that the employee has sick leave credits.
- 13.02 Employees shall make every effort to schedule medical and/or dental examinations, treatments and/or appointments outside of their scheduled working hours. However, in the case where this is not possible, an employee shall be allowed time off with pay to attend medical and/or dental examinations, treatments and/or appointments to the extent that she has accumulated sufficient sick leave credits. Such time shall be deducted from sick leave credits accumulated to that date.
- 13.03 An employee who is unable to report for work for the reasons outlined in 13.01 shall inform her supervisor at least ninety (90) minutes prior to the commencement of the day shift and three (3) hours for evening and night shifts. An employee who fails, without valid reason, to give notice as specified will not be entitled to receive sick leave benefits for the shift in question and may be subject to discipline.
- 13.04 An employee who will be absent under the conditions outlined in Article 13.02 must advise the Employer when the appointment is made, but no less than forty-eight (48) hours' notice for medical appointments, and seven (7) days' notice for elective surgery, except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given. In the event of a cancelled appointment, replacement employees will be given as much notice as possible of the loss of the shift with no repercussion to the Employer.
- 13.05 An employee returning to work following an absence of one (1) week or more shall inform the Employer twenty-four (24) hours prior to returning to work.

- 13.06 (a) Employees shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days per month. Sick leave for all employees shall be capped at one hundred and nineteen (119) days.
- (b) Half (.5) of a day per month shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 13.15 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 17.02 to a maximum of ten (10) days per claim, subject to sufficient credits. The Employer shall maintain an up-to-date record of the balance of sick leave credits reserved for each of these purposes.
- 13.07 The Union agrees to work with Management in the review of sick leave utilization.
- 13.08 Employees shall not be entitled to utilize sick leave credits for shifts outside their regularly scheduled E.F.T, e.g. call-ins, pick-ups and interchanges.
- 13.09 Sick leave credits will accumulate on the same basis as seniority is accrued under Article 12.01.
- 13.10 The Employer reserves the right to require a certificate from a duly qualified medical practitioner as proof of her fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuse of sick leave as proof of illness in regard to any claim of sick leave. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Employer may require the employee to be examined by a duly qualified medical practitioner chosen by the Employer at the Employer's expense.
- 13.11 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.
- 13.12 An employee shall accumulate but will not be entitled to the paid sick leave benefits for any sickness during the probationary period.
- 13.13 Sick Leave 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, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board. Workers' Compensation payment will be paid directly to the employee by WCB.

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

13.14

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:

- (a) Advance payment(s) shall not exceed her basic salary, less her usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (b) 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 her accumulated sick leave credits.
- (c) The employee shall reimburse the Employer by assigning, prior to any advance being made, sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
- (d) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the sick leave 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.

13.15

#### Family Illness

Subject to the provisions of 13.06 (b), an employee may apply to utilize sick leave 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 TRANSFERS**

14.01 With respect to any new positions or any vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees for a period of seven (7) calendar days. Such postings shall state the required qualifications, current or anticipated shift, hours of work and wage rate. Employees may make application for all such positions in writing. It is understood and agreed that the Management will notify the Local Union President or her designate, within fourteen (14) calendar days, in writing, of the successful applicant filling the new position or vacancy. The name of the successful applicant shall also be posted in a place accessible to all employees.

The Employer may proceed simultaneously to externally advertise such vacancies.

14.02 Vacancies and new positions shall be filled on the basis of qualifications, ability, and reliability. Where competing candidates' qualifications, ability and reliability are relatively equal, seniority shall be the determining factor.

14.03 Employees shall not be eligible to apply for transfer during their trial period except where the transfer is to a higher E.F.T. or higher paid position in which case the trial period would start again.

- 14.04
- (a) All promotions and voluntary transfers are subject to a three (3) month trial position.
  - (b) Conditional upon satisfactory performance, in the opinion of the Employer, the employee shall be confirmed permanent after the trial period.
  - (c) During the trial period, if the applicant proves to be unsatisfactory in the new position, in the opinion of the Employer, or if the employee wishes to revert voluntarily to her former position upon providing a reasonable explanation to the Employer, the employee shall be returned to her former position without loss of seniority.

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

- (a) The new salary will be the start rate of the new job title or current rate whichever is greater.
- (b) Subsequent increments, if any, shall be due upon the completion of 2,080 hours for full-time and part-time employees, including Tenant Assistants hired on or before April 1, 2015, and 1,950 hours for Tenant Assistants hired after April 1, 2015.

- 14.06 If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the same increment level of the new classification.

### **ARTICLE 15 - ANNUAL VACATION**

- 15.01 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 first (1<sup>st</sup>) day of May in one year to the thirtieth (30<sup>th</sup>) day of April the next year.

Employees will generally not be requested to work during a period of vacation.

- 15.02 A full-time employee who has completed less than one (1) year's continuous employment as of cut-off date indicated in 15.01 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 one (1) year's continuous employment.

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

- two (2) weeks per year commencing in the first year of employment
- three (3) weeks per year commencing after completion of five years of employment

Casual employees will be paid four percent (4%) vacation pay.

- 15.04 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken.

- 15.05 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off date as per 15.01. 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.

- 15.06 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 15.01. 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.

- 15.07 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15<sup>th</sup> of each year on a first come first served basis. Any vacation entitlement not requested by November 15<sup>th</sup> may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than November 1<sup>st</sup> of each year, in a prominent area(s) in each facility/worksites indicating the need for employees to request the scheduling of their remaining vacation.
- 15.08 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 15.09 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.
- 15.10 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 15.11 In the event 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 sick leave 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 in receipt of WCB benefits during their 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. If displaced vacation cannot be rescheduled during the current vacation year, then vacation will be paid out.
- 15.12 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 15.03. 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.
- 15.13 An employee's accrued vacation pay shall be apportioned equitably over the employee's full vacation entitlement, except as provided in 15.12.

15.14 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 in writing to work and who works additional hours during their vacation period on a day that would not normally be a work day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours during their vacation period on a day that would not normally be a work day, shall receive double time for all hours worked.

## **ARTICLE 16 - GENERAL HOLIDAYS**

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

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

and any other day proclaimed as a holiday by Provincial authorities. Employees will be considered to have worked on the General Holiday only when more than fifty percent (50%) of their shift is worked on the day of the General Holiday. The full shift will be paid at time and one-half (1.5).

16.02 If a general holiday falls on a regular work day of an employee and the employee is not required to work, she will be paid her basic rate of pay for all hours the employee would have worked had that day not been a holiday.

16.03 A full-time employee who is required to work on a general holiday will be paid at the rate of one and one-half (1.5) times her basic rate of pay for all hours worked and receive a compensating day off with pay to be taken at a time mutually agreed upon by the Employer and the employee. Employees may opt to be paid at the rate of two and one-half (2.5) times her basic rate for all hours worked.

16.04 If a general holiday falls on a regular day off of an employee or during her annual vacation, the employee shall be granted an alternate day off with pay to be taken at a time mutually agreed upon by the Employer and the employee. When mutually agreed, employees may bank up to four (4) days to be taken at a mutually agreeable time.

- 16.05 When reasonably practicable, Christmas Day shall be assigned with one of Christmas Eve or Boxing Day and New Year's Eve shall be assigned with New Year's Day.
- 16.06 The Employer agrees to distribute time off as equitably as reasonably practicable over Christmas and New Year's.
- 16.07 Notwithstanding any other provision of the Collective Agreement, all days off in lieu of a general holiday must be taken by March 31<sup>st</sup> of each year.
- 16.08 If a general holiday falls on a day on which an employee is receiving sick leave benefits, she shall be paid for the holiday and such pay shall not be deducted from sick leave credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from sick leave credits for that day, at her basic rate of pay.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 Except in cases of emergency, Employees wishing to obtain a leave of absence of one (1) week or more, shall present such requests in writing to their Manager/Supervisor only at least four (4) weeks in advance of the requested leave. Such requests shall include start and end date as well as reason for leave.
- The Manager/Supervisor may give authorization for leaves of absence which they deem to be for good and sufficient reason, such authorization shall not be unreasonably withheld. The Employee shall receive in writing, a response to the application at least two (2) weeks prior to the intended leave of absence. Depending upon the circumstances and the Leave of Absence Policy of ArlingtonHaus, which may change from time to time, such leave will be granted with or without pay.
- 17.02 Employees shall be entitled to maternity, parental and compassionate care leave in accordance with the *Employment Standards Code*.
- 17.03 An employee who is granted a leave of absence will be returned to her former or a similar position, if available, upon her return at her same salary level.
- 17.04 **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, stepparent, 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.

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.

17.05 Probationary employees shall be entitled to unpaid bereavement leave for a duration stipulated in Article 17.04.

17.06 Bereavement leave will not be granted when an employee was not scheduled to be on duty (e.g. days off, vacation, statutory holidays and sick leave).

17.07 Union Leave

Upon at least four (4) weeks (or more if reasonably possible) prior written request to the Employer, employees elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, subject to operational requirements and provided that not more than two (2) employees from the same department are absent at the same time, unless mutually agreed by the Employer and employee. The Employer will continue to pay the employee, subject to total recovery of payroll and related cost by the Employer from the Union.

17.08 Jury Duty Leave

An employee who is served notice to appear as a witness or for jury duty will, upon submission of proof of attendance, be paid the difference between the court allowance if applicable, and their regular salary.

17.09 Citizenship Leave

Employees shall be allowed a half (½) day off work with pay to attend citizenship court to become a Canadian citizen. The Employer has the right to request confirmation of the citizenship leave.

17.10 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 (1) year. Such leave may be renewed each year, on request, during her term of office.

- 17.11 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. Such leave shall be limited to the time required to actually write the examination.
- 17.12 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 (1) year. Such leave may 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.
- 17.13 Subject to Plan requirements employees granted leave of absence without pay may make prepayments to maintain coverage under the benefit programs.
- 17.14 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.
- 17.15 The Employer recognizes that employees sometime face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days which may be used consecutively or intermittently in a fifty-two (52) week period. Of these ten (10) days, five (5) days are paid leave, and five (5) days are unpaid leave. For the unpaid leave days, employees may use paid sick time if the employee has accrued sick time in their bank at the time of the absence.

Employees are also entitled to up to seventeen (17) additional weeks in a fifty-two (52) week period without pay which shall be taken in one (1) continuous period.

The Employer must maintain confidentiality in respect to all matters related to an employee' leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for an individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01 Normal hours of work for all full-time employees will be:
- (a) Recreation employees, scheduled for eight point five (8.5) hours, paid for eight (8), including 2 x 15 minute rest periods and 1 unpaid 30 minute meal period;
  - (b) Dietary employees, scheduled for eight point five (8.5) hours, paid for eight (8) hours, including 2 x 15 minute rest periods and 1 unpaid 30 minute meal period;
  - (c) Laundry and Housekeeping employees, scheduled for eight point five (8.5) hours, paid for eight (8), including 2 x 15 minute rest periods and 1 unpaid 30 minute meal period;
  - (d) Tenant Assistants hired on or before April 1, 2017, and all Tenant Assistants who work a night shift, scheduled for eight (8) hours, paid for eight (8), including 2 x 15 minute rest periods and 1 paid 30 minute meal period;
  - (e) Tenant Assistants hired on or after April 1, 2017, scheduled for eight (8) hours, paid for seven point five (7.5), including 2 x 15 minute rest periods and 1 unpaid meal period.
- 18.02 The meal period will be scheduled by the Employer and will not be less than one-half (½) hour.
- 18.03 Employees working a shift of:
- (a) Four (4) but less than five (5) consecutive hours shall be entitled to one (1) paid rest period of fifteen (15) minutes;
  - (b) Five (5) but less than six (6) consecutive hours shall be entitled to one (1) unpaid meal period of thirty (30) minutes;

- (c) Six (6) but less than eight (8) consecutive hours shall be entitled to one (1) unpaid meal period of thirty (30) minutes and one (1) paid rest period of fifteen (15) minutes; and
  - (d) Eight (8) or more consecutive hours shall be entitled to one (1) unpaid meal period of thirty (30) minutes and two (2) paid rest periods of fifteen (15) minutes. For tenant assistants hired on or before April 1, 2015 the meal period of thirty (30) minutes shall be paid.
- 18.04 Shift schedules for all full and part time employees are available on Quadrant Workforce. The employee's regular template schedule is posted in Quadrant Workforce for the year commencing May 1<sup>st</sup> through April 30<sup>th</sup>. Once posted the schedule shall not be changed without the knowledge of the employee, except as provided for in 13.01. Any necessary changes in scheduled hours shall be made four (4) weeks in advance of the scheduled shifts that are being changed.
- 18.05 Where possible, the Employer will establish consistent hours of work for permanent full-time employees, and give reasonable advance notice of changes in shift schedules.
- 18.06 Employees wishing to use a previously banked day must submit their requests in writing to the Manager/Supervisor two (2) weeks in advance of the requested day off. These requests may be granted at the discretion of the Manager/Supervisor.
- 18.07 No employee shall work more than seven (7) consecutive days (less if reasonably possible), except by mutual agreement between the employee and the Employer.
- 18.08 Shifts shall not be scheduled for periods of less than three (3) hours in duration.
- 18.09 Requests for shift exchanges in posted shifts shall be submitted in writing to their Manager/Supervisor a minimum of two (2) weeks in advance, and co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head and shall not result in overtime costs to the facility. The parties agree that shifts shall be consistent where possible.
- 18.10 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional shifts shall be offered such work when available, provided they are able to perform the required duties. Such additional shifts shall be offered in seniority order amongst those employees who have requested additional shifts in writing and subject to operational requirements. Any emergent or situational shifts occurring after the posted schedule shall be offered in order of seniority, provided they are able to perform the required duties and in accordance with their stated ability. It is further understood that such additional shifts shall be offered

only to the extent that they will not cause any overtime costs to the Employer.

- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, the employee will henceforth be offered additional shifts at the sole discretion of the Employer.
- (c)
  - (i) Where a part-time employee is unable to work all or part of any additional casual hours, for any reason, payment shall be made only in respect of hours actually worked.
  - (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
  - (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated sick leave credits, and General Holiday pay in accordance with Article 16.

18.11 An employee who reports to work as scheduled and finding no work available shall be paid for a minimum of three (3) hours at his/her basic rate. However, when such employee works for any portion of his/her scheduled shift, he/she shall receive pay for the entire shift.

## **ARTICLE 19 - OVERTIME**

- 19.01 Overtime shall be authorized time worked in excess of eight (8) hours per day or eighty (80) hours biweekly, such time to have been authorized in such manner and by such person as may be authorized by the Employer.
- 19.02 Employee shall receive one and a half (1.5) times their basic rate of pay for authorized overtime.
- 19.03 By mutual agreement between the employee and the Employer, the employee may be compensated for overtime by granting one and a half (1.5) hours time off for each hour of overtime worked.
- 19.04 For the purposes of computing overtime hours, the hours an employee would have worked on a general holiday had the day not been a general holiday shall be included as hours worked during that week.
- 19.05 An employee shall not have their regular hours of work reduced in order to equalize any overtime worked.

- 19.06 Overtime may be banked up to a maximum of twenty-four (24) hours' overtime and any banked time must be used prior to the end of each fiscal year or be subject to pay-out.
- 19.07 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 - SALARIES AND INCREMENTS**

- 20.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. The Employer may in its sole discretion place new employees at an increment level higher than start rate in recognition of the employee's experience.
- 20.02 (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.
- 20.03 Increments shall be due upon the completion of the required annual equivalent to full-time hours as outlined in Schedule "A". When an unpaid leave of absence of four (4) weeks or less is granted, these hours will be included in the eligibility for increment hours.
- When an unpaid leave of absence in excess of four (4) weeks is granted, only the first four (4) weeks will be included in the calculation for increment hours. Therefore, the employee shall not attain their next increment step until the appropriate defined annual hours as outlined in Schedule "A" have been met.
- 20.04 An employee filling a position on their regularly scheduled day of work which pays a lower rate of pay than her base rate shall be paid at her base rate of pay. An employee picking up additional shifts or interchanging shifts shall be paid at the rate applicable to the shifts worked.

## **ARTICLE 21 - NOTICE OF LAYOFF/RECALL**

- 21.01 The Employer shall give employees, for layoffs of less than eight (8) weeks: two (2) weeks' notice or pay in lieu of and in layoffs over eight (8) weeks: four (4) weeks' notice or pay in lieu.
- 21.02 In the event of a layoff and recall the Employer will give preference to those who have seniority and, in the opinion of the Employer, have the qualifications, ability

and reliability to perform the requirements of the job. A copy of each layoff notice shall be provided to the Union.

- 21.03 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, ability and reliability sufficient to perform the required duties.
- 21.04 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff. The employee shall advise the Employer of any change in contact information.
- 21.05 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address and must be prepared to begin work at a time designated by the Employer.
- 21.06 The right of a person who has been laid off to be recalled under this Agreement will be forfeited and employment shall be deemed terminated if the person did not communicate with the Employer as specified in 21.04.

#### **ARTICLE 22 - NOTICE OF TERMINATIONS**

- 22.01 An employee may terminate her employment with the Employer by giving two (2) weeks written notice, exclusive of vacation.
- 22.02 Employment may be terminated with lesser notice:
- (a) by mutual agreement between the Employer and the employee, or
  - (b) during the probationary period of a new employee without recourse to the grievance procedure.
- 22.03 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 23 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 23.01 Subject to 12.03, an employee may be discharged or suspended for just cause only. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.
- 23.02 Where practicable, a Shop Steward, or in the absence of a Shop Steward, a Union Representative or where no Shop Steward or Union Representative is available,

another employee in the bargaining unit, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

Absence of a Shop Steward, Union Representative and/or another employee shall not invalidate the discipline.

- 23.03 An employee who feels that she has been unjustly dismissed from employment shall be entitled to submit a grievance in accordance with Article 10.
- 23.04 The Employer agrees that any employee has the right to inspect her personnel file and her payroll file once each calendar year with Management supervision present. Requests shall be made in writing.
- 23.05 The Employer agrees that there shall be one (1) personnel file maintained by the Employer for each employee.

#### **ARTICLE 24 - COMMITTEES**

- 24.01 The Labour Management Committee shall comprise an equal number of representatives from the Union and the Employer. There shall be no more than three (3) representatives from the Union; two (2) shall be from different departments, and one (1) shall be an officer of the Local, or designate, and will attend without regard to their department. In addition, the National Representative of the Union may attend provided notice is given. The Labour Management Committee shall meet quarterly unless it is mutually agreed by both parties not to meet.
- 24.02 A Safety Committee has been established by the Employer as per the *Workplace Safety and Health Act*. Two (2) members of the bargaining unit shall be on the committee.

#### **ARTICLE 25 - TECHNOLOGICAL CHANGE**

- 25.01 The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.
- 25.02 The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Union shall cooperate in this adjustment process including encouraging retraining where necessary.

- 25.03 Sections 25.01 and 25.02 are intended to assist employees affected by any technological change and, accordingly, the *Labour Relations Act* (Technological Change, Sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

#### **ARTICLE 26 - CHANGES IN CLASSIFICATION**

- 26.01 (a) In the event that the Employer establishes a new classification within the bargaining unit, or if there is a substantial change in the job content or qualifications of an existing classification that is remaining in the bargaining unit, the Union shall receive a copy of the job description and proposed salary range. The Union shall be consulted with regarding the appropriate salary range of the new or revised position.
- (b) If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

#### **ARTICLE 27 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES**

27.01 Sick Leave in Case of Illness

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

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

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

27.03 Annual Vacations

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

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

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

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

27.05 General Holiday

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

Part-time employees who work on the General Holiday will receive holiday pay at one and one-half (1.5) times their basic hourly rate plus holiday pay according to the above formula.

27.06 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 19.01.

27.07 Increments

Salary increments for part-time employees will be granted after the completion of hours of work as defined in Schedule "A" with the Employer per increment level, until the maximum of the appropriate salary schedule is attained.

Signed this 3<sup>rd</sup> day of December, 2018.

**FOR BETHANIA HOUSING &  
PROJECTS INC. O/A ARLINGTONHAUS**

*Kim Needwood*  
*Kim Needwood*  
\_\_\_\_\_

MNHsc/eng491

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348**

*Rick Robinson*  
*Seema Godni*  
*M. Roth*

**SCHEDULE "A" - WAGES**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348  
AND  
ARLINGTONHAUS**

Current Scale (April 1/15)

<i>Position</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Tenant Assistants (Grandfathered)	\$ 14.559	\$ 14.982	\$ 15.417	\$ 15.866	\$ 16.328	\$ 16.804
Recreation	11.303	11.629	11.964	12.309	12.664	13.03
Housekeeping	11.15	11.25	11.574	11.908	12.252	
Dietary	11.15	11.15	11.15	11.327	11.545	11.767
Cook	11.15	11.262	11.478	11.699	11.924	12.153

Tenant Assistants (Hired after April/15)	12.60	12.98	13.37	13.77	14.18	14.61
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April 1, 2016 (0%)

<i>Position</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Tenant Assistants (Grandfathered)	\$ 14.559	\$ 14.982	\$ 15.417	\$ 15.866	\$ 16.328	\$ 16.804
Recreation	11.303	11.629	11.964	12.309	12.664	13.03
Housekeeping	11.15	11.25	11.574	11.908	12.252	
Dietary	11.15	11.15	11.15	11.327	11.545	11.767
Cook	11.15	11.262	11.478	11.699	11.924	12.153

Tenant Assistants (Hired after April/15)	12.60	12.98	13.37	13.77	14.18	14.61
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April 1, 2017 (0%) Except Scales below \$12.00/hr – 2.0%

<i>Position</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Tenant Assistants (Grandfathered)	\$ 14.559	\$ 14.982	\$ 15.417	\$ 15.866	\$ 16.328	\$ 16.804
Recreation	<b>11.53</b>	<b>11.86</b>	<b>12.20</b>	<b>12.56</b>	<b>12.92</b>	<b>13.29</b>
Housekeeping	<b>11.37</b>	<b>11.48</b>	<b>11.81</b>	<b>12.15</b>	<b>12.50</b>	
Dietary	<b>11.37</b>	<b>11.37</b>	<b>11.37</b>	<b>11.55</b>	<b>11.78</b>	<b>12.00</b>
Cook	<b>11.37</b>	<b>11.49</b>	<b>11.71</b>	<b>11.93</b>	<b>12.16</b>	<b>12.40</b>

Tenant Assistants (Hired after April/15)	12.60	12.98	13.37	13.77	14.18	14.61
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April 1, 2018 (1.0%)

<i>Position</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Tenant Assistants (Grandfathered)	\$ 14.70	\$ 15.13	\$ 15.57	\$ 16.02	\$ 16.49	\$ 16.97
Recreation	11.65	11.98	12.32	12.69	13.05	13.42
Housekeeping	11.48	11.59	11.93	12.27	12.63	
Dietary	11.48	11.48	11.48	11.67	11.90	12.12
Cook	11.48	11.60	11.83	12.05	12.28	12.52

Tenant Assistants (Hired after April/15)	12.73	13.11	13.50	13.91	14.32	14.76
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April 1, 2019 (1.5%)

<i>Position</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Tenant Assistants (Grandfathered)	\$ 14.92	\$ 15.36	\$ 15.80	\$ 16.26	\$ 16.74	\$ 17.22
Recreation	11.82	12.16	12.50	12.88	13.25	13.62
Housekeeping	11.65	11.76	12.11	12.45	12.82	
Dietary	11.65	11.65	11.65	11.85	12.08	12.30
Cook	11.65	11.77	12.01	12.23	12.46	12.71

Tenant Assistants (Hired after April/15)	12.92	13.31	13.70	14.12	14.53	14.98
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**Increments for full-time and part-time employees are based on:**

- **For Recreation, Dietary, Laundry and Housekeeping - 2,080 hours**
- **For Tenant Assistants hired on or before April 1, 2017 - 2,080 hours**
- **For Tenant Assistants hired on or after April 1, 2017 - 1,950 hours**

MM/sc/cope491

August 22, 2018

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