

**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**EXTENDICARE (CANADA) INC.  
OAKVIEW PLACE  
(hereinafter called “the Employer”)**

**AND**

**CUPE** / *Canadian Union  
of Public Employees*  
**LOCAL 1475**  
(hereinafter called “the Union”)

**APRIL 1, 2017 TO MARCH 31, 2022**

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**ARTICLE 1 - PREAMBLE**

1.01           Whereas it is the desire of both parties to this Collective Agreement to maintain harmonious relations between the Employer and its staff, 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 operation and to promote the morale, well-being and security of all the employees within the terms of this Collective Agreement, realizing that the first consideration is the welfare of the patients and residents of the Facility.

And whereas it is the desire of both parties that these matters be drawn up in a Collective Agreement.

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

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01           The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management, except insofar as such rights are modified or limited by this Collective Agreement.

The Union recognizes that it is the regular and customary functions of the Employer to:

- (a)    maintain order, discipline, efficiency and to establish and enforce rules and regulations governing the conduct of employees; and
- (b)    hire, classify, direct, transfer, layoff, promote, demote, suspend, discharge or otherwise discipline employees for just cause.

2.02           The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Collective Agreement and shall exercise these rights in good faith and in a fair and reasonable manner in accordance with the Collective Agreement.

2.03           The Employer and the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either of the parties to this Collective Agreement. The Union further agrees that Union activities not provided for in the Collective Agreement, will not take place during working hours.

- 2.04 The Employer will post rules and regulations to be observed by the employees and will present a copy thereof to the Union. These rules and regulations shall not be inconsistent with the provisions of the Collective Agreement.

### ARTICLE 3 - RECOGNITION

3.01 (a) Definition

Both parties mutually agree that this Collective Agreement shall cover and include all those employees defined by the Manitoba Labour Board in Certificate No. MLB 3343, dated July 19, 1978 and the classifications and wage schedules embodied in the Agreement in Schedule "A" attached hereto.

(b) Representative of Union

The Employer agrees that the bargaining unit shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Collective Agreement. Such representative 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 or to communicate with the members.

(c) Authorized Representatives

The Union and the Employer agree to exchange a current list of their respective officers and authorized representatives. Lists will be provided once annually or as requested. Failure to provide the Employer with an up-to-date list of representatives of the Local Union may result in permission being denied by the Employer in 10.10.

(d) Correspondence

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Administrator or his/her designate and the Recording Secretary of the Union or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

3.02 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1475 as the sole and exclusive collective bargaining agent for all of its employees classified and covered by this Collective Agreement.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

3.04 Persons whose jobs are not in the bargaining unit shall not perform the work normally performed by members of the bargaining unit, except:

- (a) in cases of emergency;
- (b) when instructing other employees;
- (c) when regular staff are not available.

**ARTICLE 4 - NO DISCRIMINATION**

4.01 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, gender or marital status, sexual orientation, parental status, place of residence, nor by reason of her membership or activity in the Union. For the purposes of this Article, it is recognized that the defences and definitions arising under the Manitoba *Human Rights Code* shall be applicable.

4.02 The Employer and the Union agree that no form of sexual harassment or personal 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 sexual harassment or personal harassment shall be treated in strict confidence by the Employer, Employees, and the Union.

**ARTICLE 5 - DEFINITIONS**

5.01 Facility

The term "Facility" shall mean Extendicare (Canada) Inc., Oakview Place.

5.02 Employer

The term "Employer" shall mean the designated representatives of the Facility.

5.03 Employee

The term “employee” shall mean a person employed by the Employer and falling within the scope of this Collective Agreement.

5.04 Full-time Employee

The term “full-time employee” shall mean a person who, on a regular and recurring basis, works the full prescribed hours of work as specified in Article 16.

5.05 Part-time Employee

The term “part-time employee” shall mean a person who, on a regular and recurring basis works less than the full prescribed hours of work as specified in Article 15.

5.06 Casual Employee

The words “casual employee” shall mean a person who is called occasionally by the Employer on an unscheduled basis to replace absent employees. The terms of this Collective Agreement shall not apply to the casual employee with the exception of the following:

- (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. After completing their fifth (5<sup>th</sup>) year of work with the Employer, 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 required to work on a recognized holiday shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with clauses 17.01 and 17.02.
- (e) Casual employees shall be entitled to weekend and shift premiums outlined in clause 22.07.
- (f) The Employer agrees to deduct the amount of biweekly Union dues on a biweekly basis as determined by the Union.
- (g) Casual employees will be allowed to apply for posted vacancies and shall be given preference for vacancies after full-time and part-time employees

but ahead of new employees provided they are qualified to perform the work.

- (h) Casual employees shall accumulate seniority on hours worked.
- (i) **A casual employee who does not accept or is not available for shifts for a period of three (3) consecutive months shall be deemed to have voluntarily terminated their employment.**

5.07 Temporary Employee

The term “temporary employee” shall mean an employee who is employed for a specific time period until completion of a particular project for a maximum duration of one (1) year.

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

5.09 “Regular hourly rate of pay” shall mean the hourly wage rates of pay shown in Schedule “A”.

**ARTICLE 6 - UNION DUES**

6.01 The Employer agrees to deduct the amount of biweekly dues as determined by the Union on a biweekly basis from the salaries of each and every employee covered by this Collective Agreement. All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment become and remain members in good standing in the Union within thirty (30) days of employment.

6.02 The deduction shall be made from each paycheque and shall be forwarded to the National Secretary-Treasurer of the Union within four (4) weeks accompanied by a list of names and addresses of those employees from whose salaries deductions have been made and the amount of such deductions.

6.03 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 beginning of the pay period in which the deductions are to be made.

6.04 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.

- 6.05 At the same time that Income Tax T-4 slips are made available for the taxation year, the Employer shall provide the amount of Union dues deducted from each Union member in the previous year.

### **ARTICLE 7 - NEW EMPLOYEES**

- 7.01 At the time of hiring, the Employer will acquaint new employees with the fact that a Union Collective Agreement is in effect, and with the Article relevant to Union membership and/or dues checkoff and provide the name and address of the new employee to the Union.
- 7.02 The Local Union President or other designated officer of the Union shall be granted up to fifteen (15) minutes during the orientation program in order to acquaint new employees falling within the scope of this Collective 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.

### **ARTICLE 8 - COMMITTEES**

#### **Labour Management Committee**

- 8.01 The parties hereto agree to a joint Union-Management Committee being continued to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.
- 8.02 The Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed **eight (8)** members (i.e. maximum **four [4]** Employer representatives, **four [4]** Union representatives), based on operational requirements. The maximum number of Committee representatives may be increased by mutual agreement. The Local Union Committee may, at any time, have a representative from the Canadian Union of Public Employees.
- 8.03 The Labour Management Committee shall have "Staffing Utilization" on its agenda at least once per year for the purpose of discussing staff utilization prioritization in the workplace and to endeavour to solve issues relating to staff utilization.**
- 8.04 The Committee shall meet as and when required upon five (5) working days' written notice being given by either party.
- 8.05 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 decisions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **8.06**      Health and Safety Committee

A Health and Safety Committee composed of equal representation from the Facility and the Union shall be established to examine all aspects of safety and health measures within the Facility. The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Local Union representation on the Committee shall not exceed three (3) members and each member of the Committee shall preferably be from a different classification.

### **ARTICLE 9 - LOCAL UNION BARGAINING COMMITTEE**

- 9.01      The Local Union Bargaining Committee shall be appointed by the Union and consist of not more than **four (4)** members of the Union. Union representatives will be granted necessary time off for the purpose of conducting local negotiations. **Employees on the Local Union Bargaining Committee shall suffer no loss of pay or benefits while on such leave. The Union agrees to compensate the Employer for such wages and benefits of two (2) of the Local Bargaining Committee members within thirty (30) days of receipt of the Employer's invoice in the matter.** The Union will advise the Facility in writing within thirty (30) calendar days of such notice of the Union nominee to the Committee.
- 9.02      The Local Union Bargaining Committee shall have the right at any time to have representation from the Canadian Union of Public Employees when dealing or negotiating with the Facility.

### **ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **10.01**      Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

#### **10.02**      Settling of a Grievance

An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Collective 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 Step 1/Discussion Stage

Within twenty-one (21) days after a dispute arises regarding the interpretation, application, administration or alleged violation of the Collective Agreement, an employee 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) days of the employee becoming aware of the alleged violation.

10.04 Step 2

Failing settlement of the grievance at Step 1, the grievor and/or National Representative/Designated Facility Representative may, no later than thirty-five (35) days from the date the employee first raised the issue with their immediate supervisor may, submit the grievance in writing to the Administrator or designate stating all allegations and remedies sought. The Employer shall have ten (10) calendar days to respond to the grievance.

10.05 Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision by giving notice to the other party in writing.

10.06 Arbitration

(a) Formation of Arbitration Board

**Arbitrations shall be heard by a single Arbitrator unless it is agreed to use a three-person Arbitration Board. Upon referral to arbitration, the parties will appoint a mutually agreeable Arbitrator within fourteen (14) working days. In the event of failure to agree upon an Arbitrator, the Manitoba Labour Board Minister will be requested to appoint the Arbitrator.**

**Either party may propose in writing to the other party the use of a three-person Board of Arbitration. The use of a three-person Board of Arbitration will be subject to mutual agreement of the parties. Upon agreement, within seven (7) calendar days of the receipt of the notice of arbitration, the arbitrating party shall give notice in writing naming their nominee to the Arbitration Board. The other party shall,**

within seven (7) calendar days after receipt of such notice, name its nominee to the Board and shall so advise the first party. 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. In the event of failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a third member. The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Collective Agreement nor to modify or amend any portion of this Collective Agreement.

(b) Board Procedures

The Board shall determine its own procedures, but shall provide full opportunity to all parties present to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision in writing.

(c) Decision of the Board

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. The Board or Sole Arbitrator shall not have the power to change this Collective Agreement, to alter or modify or amend any of its clauses. However, the Board or the Sole Arbitrator shall have the power to dispose of any grievance by an arrangement deemed just and equitable.

(d) Clarification of Decision

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) days to clarify the decision.

(e) Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the Arbitrator it appoints;
- (ii) one-half (½) the fees and expenses of the Chairperson or Sole Arbitrator.

(f) Witnesses

Both parties shall have the right to the assistance of any employee concerned as a witness without prejudice. The party which subpoenaed the bargaining unit employee (either the Employer or CUPE as the case may be) shall be responsible for compensating her for any salary which would otherwise be lost. All reasonable arrangements will be made to permit the conferring parties or the Arbitrators to have access to the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

## 10.07

Policy and Group Grievance(a) Resolution of a Difference Between the Union and the Employer(i) Step 1 - Discussion Stage

In the event that a difference of a general nature arises regarding the interpretation, application, administration or alleged violation of the Collective Agreement, the Union shall within seven (7) days of the occurrence of an event or decision which may become the subject of a grievance under the Collective Agreement first attempt to resolve the difference through discussion with the Administrator or designate, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(ii) Step 2 - Policy Grievance

Failing a satisfactory settlement under Step 1, a Policy Grievance shall be submitted, in writing, to the Administrator or designate within fifteen (15) calendar days of the Discussion Stage discussion. Such grievance shall outline the nature of the grievance, the articles violated, and requested remedies. Upon receipt of the grievance, a meeting shall occur within fifteen (15) calendar days of the receipt of the grievance. The decision of the Employer shall be made known to the Union, in writing, within fifteen calendar (15) days of the date of the meeting.

(iii) Step 3 - Arbitration

Failing a satisfactory settlement being reached in Step 2 the Union may refer the dispute to arbitration pursuant to Article 10.06 within fifteen (15) calendar days of the Employer's decision by giving notice to the other party in writing.

(b) A group grievance is where a group of employees have a grievance of a similar or like nature.

10.08 In the event of a claim that an employee has been discharged or suspended without just cause, the grievance may be submitted at Step 2.

10.09 Time Limits

The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and General holidays in this Collective Agreement and may be extended by mutual consent of the parties in writing.

10.10 Permission shall be granted by the Employer, subject to operational requirements, to representatives of the Local Union to leave their employment temporarily for the purposes of processing grievances and they shall suffer no loss of pay for time so spent.

#### **ARTICLE 11 - DISCHARGE AND SUSPENSION**

11.01 An employee who has completed their probationary period 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 unless the Union representative and Local Union representative receives such copy in person at such meeting.

11.02 An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to submit a grievance as outlined under Article 10, Grievance and Arbitration Procedure.

11.03 (a) 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. An Employer representative may be present while an employee examines her personnel file.

In the event of a Step 2 grievance having been filed, with the employee's written permission given to the Employer, the President of the Local, or designate, shall be allowed to pick up a sealed copy of the employee's personnel file and will pay for the costs related to the copied personnel file.

- (b) Materials listed above may be provided electronically by mutual agreement of the Employer and Union.

11.04 An employee shall have the right to have his/her steward present at any discussion with supervisory personnel, which is of a disciplinary nature or, which potentially could be disciplinary in nature. **The Union shall be informed prior to the meeting of the nature of the meeting** and afforded a reasonable time frame to meet beforehand with the employee.

11.05 There shall be one (1) personnel file maintained by the Employer for each employee.

11.06 **Except as stated herein**, upon written request by the employee, records of disciplinary action will be reviewed by the Employer eighteen (18) months, exclusive of approved leaves of absence, following the date of disciplinary action and shall be removed from an employee's file at that time, provided there has been no further disciplinary action taken by the Employer during this period. **However, for discipline involving incidents of abuse, inappropriate conduct involving a resident or harassment, the term shall be thirty (30) months.**

Should a record of disciplinary action not be removed in accordance with this clause, the Union may request the reason for same.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority shall be defined as the total accumulated regular hours of service calculated from the date the employee last entered the service of the Employer.

12.02 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 thirty (30) consecutive days in any one (1) year;
- (e) is on Workers' Compensation benefits for a period of up to thirty-six (36) months;
- (f) is on any period of approved unpaid leave of absence to a maximum of one (1) year to hold an elected or appointed Union position;

- (g) is on any period of maternity, parental, adoption leave or compassionate care leave.

12.03 Seniority will terminate if an employee:

- (a) resigns in writing;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and placed on recall and fails to report for duty as instructed, except where such employee is required to give notice to another Employer;
- (d) fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without an acceptable explanation;
- (e) is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such was not reasonably possible;
- (f) is laid off for greater than thirty-six (36) months without being recalled;
- (g) is absent from work on Workers' Compensation in excess of thirty-six (36) months.

12.04 Should an employee be promoted or transferred permanently to a position outside of the bargaining unit and she is returned to the bargaining unit within ninety (90) working days from the date of promotion or transfer, she will re-enter the bargaining unit with the seniority accrued to the date of promotion or transfer.

12.05 The Employer agrees to maintain a seniority list showing the total accumulated regular paid hours of service for each employee. An up-to-date seniority list shall be sent to the Union Representative and posted on the bulletin board in January of each year.

12.06 Seniority will be retained but will not accrue if an employee:

- (a) is on an unpaid leave of absence in excess of thirty (30) consecutive days in any one (1) year;
- (b) is laid off for less than thirty-six (36) months without being recalled.

**ARTICLE 12A - PROBATION**

- 12A.01 A newly hired employee shall be on probation for a period of four hundred and eighty (480) paid hours or for a period of four (4) months from the date of hire whichever occurs first.
- 12A.02 During the probationary period the employee shall be entitled to all the rights and benefits of the Collective Agreement.
- 12A.03 Upon completion of the probationary period, seniority shall be calculated from the date of her employment.
- 12A.04 An employee whose services are terminated during the probationary period shall not have recourse to the grievance procedure.
- 12A.05 An employee shall accumulate but will not be entitled to be paid income protection benefits for any sickness occurring during the probationary period.

**ARTICLE 13 - PROMOTIONS, TRANSFERS AND VACANCIES**

- 13.01 Vacancies of greater than sixty (60) calendar days which are to be filled will be posted internally for a period of, no less than, seven days, prior to posting to external applicants for a period of seven (7) calendar days. The posting at a minimum shall contain the job title, EFT, and required qualifications.
- 13.02 (a) To be considered for a posted vacancy, an employee shall submit their application for such vacancy in writing to the Employer during the time period the vacancy is posted in accordance with Article 13.01.
- (b) When filling a vacancy the following factors shall be considered: qualifications, experience, ability to perform the work, prior performance, completion of mandatory Employer education requirements, and attendance record. Where these factors are relatively equal, the seniority of the applicants shall govern.
- (c) If all applicants for a posted vacancy are casual employees, the following factors shall be considered: qualifications, experience, ability to perform the work, prior performance, completion of mandatory Employer education requirements, and attendance record. Where these factors are relatively equal, the position shall be awarded to the most senior casual employee.
- 13.03 Where a new position or a vacancy has been filled from the bargaining unit within the same classification, the successful applicant shall be placed on trial for three (3) months. An employee accepting a position in a new classification shall also

be allowed a three (3) consecutive month trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period is completed.

In the event that the applicant proves unsatisfactory in the new position, or if she wishes to revert voluntarily to her former position during the first sixty (60) calendar days of the trial period, she shall be returned to her former position without loss of seniority. In the event that an employee on trial is returned or chooses to return to her former position, all other employees impacted by this change will revert to their former position and/or employment status.

In the event an employee who is transferred or promoted under the given job posting is returned or chooses to return to her former position, the Employer will review the original applications to the job posting and award the vacancy in accordance with Article 13.02.

**An employee shall be entitled to exercise the right to voluntarily revert to her former position one-up to two (2) times per calendar year.**

- 13.04 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the designated Union bulletin board.
- 13.05 When an employee is promoted, her new salary and subsequent increments will be determined as follows:
- (a) The new salary will be the rate of her new job title which is next higher to her rate on her former job title.
  - (b) The subsequent increments shall be due the employee as outlined in clause 22.02.
- 13.06 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment level of the classification.
- 13.07 On request, the Employer will meet with the employee and the Union to try and provide suitable alternate employment where possible with no reduction in pay rate when, through advancing years, injury, or illness, an employee is unable to perform his/her normal duties. She would be paid at the same increment step in the new job as she was in the previous job. Such employee shall not displace an employee with more seniority.
- 13.08 An employee occupying a term position will be required to complete **one (1) year in the term position** before being considered for another term position. However, the employee shall be allowed to apply for any and all permanent full-time and part-time **positions at any time.**

13.09 When a full-time or part-time employee has been absent from work due to illness, injury or disability for a period of **twenty-four (24)** consecutive months, her position shall be posted and filled in accordance with the provisions of Article 13 unless the Union and the Employer agree otherwise. This provision shall not prevent the Employer from posting a position prior to the **twenty-four (24)** months if it is determined that the incumbent employee will not return to that position.

**For claims approved prior to ratification of this agreement, the employee's position will be held for thirty-six (36) months before posting.**

**Incumbent employees not returning to their positions according to the terms of this Article, may move to Casual status and retain their seniority when applying for postings.**

13.10 Term positions may be extended by mutual agreement of the parties in writing.

#### **ARTICLE 14 - LAYOFF AND RECALL**

14.01 When reducing staff, employees with the highest seniority shall be retained, providing their qualifications and abilities are sufficient to perform the required duties.

(A) A layoff shall be:

- (i) any permanent reduction in the number of full time or part time employees, or
- (ii) any permanent reduction of a full time or part time employee's normal hours of work due to lack of work.

14.02 (A) Employee(s) who have been laid off shall be recalled to work in order of seniority to position(s) for which they possess qualifications and abilities sufficient to perform the required duties. Vacancies in accordance with Article 13 will not be posted until those employees who have been laid off are given the opportunity to regain a position in order of their seniority.

(B) Employees who are on recall shall be offered additional available shifts in order of seniority before other employees for which they possess qualifications and abilities sufficient to perform the required duties.

(C) 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 19.10 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 hourly rate of pay;
- (b) Income protection accumulation shall be calculated as follows:
 
$$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time hours employee}} \times \text{Entitlement of full-time employee}$$
- (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 regular hourly 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 Group Benefit and Pension plans is subject to the provisions of each plan.

- 14.03 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff, or whenever necessary thereafter. It is the responsibility of the employee to keep her address current and to advise the Employer when there are changes to such information within two (2) weeks of any address changes.
- 14.04 No new employees 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.
- 14.05 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 couriered to the person's recorded address and must be prepared to begin work at a time designated by the Employer, with signature delivery receipt.
- 14.06 In the event an employee is laid off or has her hours of work reduced, the employee shall be given at least four (4) weeks' notice, or four (4) weeks' pay in lieu thereof and a copy of such notice shall be forwarded to the Union.

Employees whose hours of work have been reduced by two (2) or more hours per shift shall be entitled to exercise their seniority within the same classification, provided they qualify under the Article dealing with seniority. Where it is not possible, employees shall be entitled to exercise their seniority to bump into any

classification within the scope of the Collective Agreement within the same or lower salary range, provided also that they are qualified and able to perform the required duties following an orientation process.

- 14.07 The right of a person who has been laid off to be recalled under this Collective Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in 14.03 and 14.05;
  - (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.
- 14.08 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Collective Agreement and shall be required to comply with all provisions of this Collective Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

#### **ARTICLE 15 - HOURS OF WORK**

- 15.01 The normal hours of work shall be eight (8) hours per day and eighty (80) hours per biweekly pay period inclusive of meal periods.
- (A) (a) Eighty (80) hours shall constitute a full-time biweekly period of work comprised of eight (8) hour shifts.
  - (b) Each shift of eight (8) hours shall include rest periods and one-half ( $\frac{1}{2}$ ) of each meal period but excluding one-half ( $\frac{1}{2}$ ) of each meal period.
  - (B) The meal period will be scheduled by the Employer and will be one-half ( $\frac{1}{2}$ ) of an hour in duration, unless otherwise mutually agreed between the employee(s) concerned and the Employer.
- 15.02 All employees shall be granted a fifteen (15) minute rest period both in the first half and second half of their shifts in a suitable area of the premises.
- 15.03 Weekly days off shall be consecutive, unless otherwise agreed upon by the Employer and employee.
- 15.04 Employees shall be allowed at least sixteen (16) hours' rest between shifts unless otherwise mutually agreed between the Employer and employee.

**15.05 Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall have preference for such hours.**

**Subject to qualifications and continuity of care, such additional hours shall be distributed in order as follows:**

- (a) to the part-time employees referred to in paragraph one since seniority; and**
- (b) to casual employees in an equitable manner.**

**Should the part-time employee not report for such additional hours on three (3) consecutive occasions in any calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer despite paragraphs one and two in clause 22.06. Such Employer action and the operation of this provision does not restrict the Employer from taking other action against the Employee deemed appropriate by the Employer. This provision shall not be used in an unreasonable or discriminatory manner.**

#### **ARTICLE 16 - SHIFT SCHEDULE**

**16.01 Shift schedule for each department shall be determined by the Facility and unless otherwise mutually agreed, the conditions listed hereinafter, shall be observed:**

- (a) a minimum of two (2) consecutive days off at one time whenever possible, except by mutual agreement between the employee and the Employer;**
- (b) every second weekend off;**
- (c) there shall be no split shifts unless by mutual agreement between the Employer and the employee;**
- (d) a maximum of seven (7) consecutive days of work between days off and less if reasonably possible, except by mutual agreement between the employee and the Employer;**
- (e) shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance, not including the current two (2) week period. Once posted, the shift schedule shall not be changed without **notice to the employee**; however, where three (3) calendar days of such notice is not given to the employee (except in cases of an emergency) she shall receive payment at the prevailing rates of overtime for all hours worked.**

16.02 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement in writing between the Union and the Employer.

**ARTICLE 17 - OVERTIME**

17.01 Overtime shall be authorized time worked in excess of the daily or biweekly hours of work as specified in Article 15.

17.02 Employees shall be paid at the rate of one and one-half (1½) times their basic salary. However, overtime worked on any scheduled day off shall be paid at the rate of one and one-half (1½) times the employee's basic salary.

17.03 Part-time employees shall be entitled to overtime rates when required to work in excess of the daily and/or biweekly hours of work as specified in Article 15.

17.04 Full-time employees who work on a General holiday, when the employee was not scheduled to work, shall be paid at the rate of one and one-half (1½) times her regular hourly rate of pay for the work performed, and in addition, she shall receive a day off without loss of regular pay at a time mutually agreed to between the Employer and the employee.

17.05 (a) A full-time employee required to report back to work outside her regular working hours, shall be paid at overtime rate for all hours worked with a minimum of two (2) hours at overtime rates

(b) Where an employee is **required to report** to work 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.

17.06 An employee required to work more than three (3) hours' overtime immediately following a regular shift shall be provided with a meal.

17.07 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked during her regular hours during such absence.

17.08 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.

17.09 An employee shall not be required to layoff during regular hours to equalize any overtime worked. The Employer shall payout such liability of time not taken by an Employee on the last pay period which includes **December 31<sup>st</sup>**.

17.10 Overtime work shall be on a voluntary basis except in the case of an emergency. **The assignment of emergency overtime shall be within the classification in the neighbourhood by ascending seniority.**

17.11 **If replacement personnel are unavailable, then staff may be offered the opportunity to work overtime in the following order:**

- (a) **within the classification and on shift in the neighbourhood by seniority;**
- (b) **within the classification and on shift on other neighbourhoods by seniority; and**
- (c) **employees in the classification and not on shift by seniority.**

**ARTICLE 18 - GENERAL HOLIDAYS**

18.01 The following shall be recognized as general paid holidays for the purposes of this Collective Agreement:

New Year's Day	Victoria Day	Thanksgiving Day
Louis Riel Day	Canada Day	Remembrance Day
Good Friday	First Monday in August	Christmas Day
Easter Monday	Labour Day	Boxing Day

and such other days as may be proclaimed by Federal or Provincial Government.

**Full and part-time** employees scheduled on the posted schedule, shall work either Christmas Day or New Year's Day each year as assigned. Employees will have an opportunity, prior to being assigned, to indicate which of the two, Christmas Day or New Year's Day, they would prefer to work.

18.02 A full-time employee scheduled to work on any general holiday referred to in 18.01, shall be paid one and one-half (1½) times her regular hourly rate of pay and, in addition, she shall receive equal time off at her regular hourly rate of pay within thirty (30) days immediately following the holiday. If compensating time off is impractical to schedule the employee shall receive two and one-half (2½) times her regular hourly rate of pay for all hours worked.

18.03 Subject to the provision of 18.09, where a General holiday falls on a full-time employee's day off or during the full-time employee's annual vacation, such employee shall receive a day off in lieu within thirty (30) days immediately following the paid holiday or the employee's annual vacation or extra day's pay at straight time rates if mutually agreed upon between the employee and the Employer.

- 18.04 If a general holiday falls on a day on which a full-time employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- 18.05 An employee shall have Christmas or New Year's Day off unless the employee agrees to work both days.
- 18.06 Part-time employees shall receive pay for the above holidays calculated at the rate of four point sixty-two percent (4.62%) of regular hours worked in each pay period.
- 18.07 In addition to the pay specified in Article 18.06, a part-time employee required to work on a General Holiday shall receive pay at the rate of time and one-half (1½) for hours worked.
- 18.08 Each full-time employee hired before April 1<sup>st</sup> of each year shall receive one float holiday per calendar year which can be taken at anytime during the calendar year on the mutual agreement of the Employer and the employee.
- 18.09 General Holidays
- Requests to bank days' time off in lieu of a general holiday must be submitted in writing at least **one (1) month** prior to the General Holiday.
- Full-time employees may be allowed to bank up to four (4) alternative days off in lieu of general holidays (inclusive of the float holiday) to be taken at a mutually agreeable time during the period April 1<sup>st</sup> to the following March 31<sup>st</sup>. If compensating time off is impractical to schedule by March 31<sup>st</sup> of any year, the employee shall receive her regular hourly rate of pay for all days banked.
- 18.10 An employee is not entitled to general holiday pay if the employee is on an approved unpaid leave of absence, is in receipt of Manitoba Public Insurance benefits, or is in receipt of Workers' Compensation benefits.

## ARTICLE 19 - VACATION

- 19.01 The vacation year shall be from the first day of May in the one year to the thirtieth day of April in the next year.
- 19.02 Annual vacation shall be earned at the rate of:
- (a) fifteen (15) working days per year after the first (1<sup>st</sup>) year of employment;
  - (b) twenty (20) working days per year in the fourth (4<sup>th</sup>) to the tenth (10<sup>th</sup>) years of employment inclusive;

- (c) twenty-five (25) working days per year for the eleventh (11<sup>th</sup>) to the twentieth (20<sup>th</sup>) years of employment;
- (d) thirty (30) working days per year for the twenty-first (21<sup>st</sup>) and subsequent years of employment.

19.03 An employee who has completed less than one (1) year of employment at the vacation cutoff date in effect at the Facility shall be entitled to a paid vacation at the rate of .833 days per month worked, however it is understood that a vacation payment for full-time employees who have less than one (1) year's service with the Employer, will be paid upon request, three (3) weeks prior to their vacation or at the end of the calendar period.

Unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until an employee has completed six (6) months of employment.

19.04 For the purpose of determining the paid vacation entitlement the term "employment" as used above will be deemed to exclude any period of time in excess of thirty (30) days which is not paid by the Employer.

19.05 Unless otherwise mutually agreed between the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equal one (1) calendar week. The dates used to calculate vacation earned shall be from May 1<sup>st</sup> to April 30<sup>th</sup> in the following year. 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.

Vacation time will not normally be scheduled in the period December 15<sup>th</sup> to the next following January 15<sup>th</sup>.

19.06 An employee on leave of absence without pay for thirty (30) consecutive days or less shall not have her vacation entitlement reduced.

19.07 No vacation will be earned during periods of unpaid leave of absence which exceed thirty (30) consecutive days.

19.08 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.

19.09 Employees shall not be paid for any vacation granted in excess of their actual earned vacation.

- 19.10 Part-time employees are entitled to paid vacation on the same basis as clause 19.02 except that their vacation pay will be calculated as a percentage of hours worked.
- 19.11 Where an employee qualified for bereavement leave and/or sick leave, involving hospitalization or incapacitation during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The above hospitalization or incapacitation is to be substantiated by a medical certificate or an appropriate funeral notice.
- 19.12 The Employer will post vacation entitlement lists not later than March 1 of each year and allow employees to express their preference as to dates until April 1.
- The Employer will post the vacation schedule not later than April 30 having 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.
- Employees who fail to express their preference as to dates by April 1 shall not have their preference as to vacation time considered where other bargaining unit members have indicated their vacation preference. Requests after April 1 will be considered on a first come, first serve basis.
- Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by **November 1** of each year on a first come first serve basis. Any vacation entitlement not requested by **November 1** may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than **October 1** of each year, in a prominent area(s) in the Facility indicating the need for employees to request the scheduling of their remaining vacation.
- 19.13 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 19.14 Vacation entitlement in the years of the fourth (4<sup>th</sup>), eleventh (11<sup>th</sup>), and twenty-first (21<sup>st</sup>) anniversary will be established on a pro rata basis for those employees whose anniversary occurs after April 30<sup>th</sup>.
- 19.15 Approved vacation shall start on any day of the week and shall consist of segments that are at least seven (7) calendar days in duration.
- 19.16 **Approved vacation cannot be cancelled within sixty (60) days of the start of the vacation unless mutually agreed upon by both parties. Cancelled vacation periods shall be posted within twenty-four (24) hours of cancellation.**

**ARTICLE 20 - INCOME PROTECTION BENEFITS**

20.01 Sick leave means a period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under treatment by a physician or because of an accident for which compensation is not compensable under the *Workers' Compensation Act*.

Therefore an employee having accumulated an entitlement to income protection may claim basic pay against accumulated benefits only with respect to such employee's permanent or temporary EFT excluding call-in shifts (unless call-in shifts were scheduled at least three (3) days prior to the date for which the employee wishes to collect income protection) which:

- (a) she was unable to work because of an incapacitation due to accident or illness, or
- (b) her presence constituted a health hazard for patients, residents and/or other employees.

20.02 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month to a maximum of one hundred and ten (110) days. Part-time employees shall accumulate income protection on the pro rata basis of regular hours worked.

20.03 Every employee shall notify or cause someone on her behalf to notify her department head or designate, without delay, if she is unable to report for any reason. Where possible, minimum notice shall be given as follows:

- (a) in the case of a day shift, at least one (1) hour before the commencement of the shift;
- (b) in the case of an evening shift, at least three (3) hours before the commencement of the shift;
- (c) in the case of a night shift, at least three (3) hours before the commencement of the shift.

Failure to give notice of absence without a reason satisfactory to the Employer may result in non-payment of wages for the entire shift until an acceptable reason is received by the Employer.

20.04 An employee who is able to return to work following an absence shall inform the Employer as soon as possible but not less than eight (8) hours prior to the start of the shift.

If no call is received replacement may be initiated.

If no call has been received and the employee arrives to work the next scheduled shift and has been replaced, that person will be sent home without pay and the replacement will remain at work.

20.05 The Employer agrees that unused income protection credits accumulated prior to the effective date of this Collective Agreement will be maintained.

20.06 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 in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

The Employer and the Union agree that suspected abuse of sick leave will be investigated and that proven instances may result in disciplinary action being taken against the employee.

20.07 Upon request in writing by an employee, the Employer shall provide the employee in writing the amount of her accrued income protection.

20.08 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. Payments will be paid directly to the employee by the Workers' Compensation Board.

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 employee's regular net salary. 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 Facility to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Facility's long term disability plan and dental care 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.

- 20.09
- (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 Facility 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 Facility by assigning sufficient WCB payments to be paid directly to the Facility 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 Collective Agreement and the Facility shall recover the total amount of the advance by payroll deduction.
  - (f) Upon request, the Facility will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Facility.

- 20.10 (a) A full time or part time employee may use up to five (5) days'/times of income protection in any one (1) calendar year for medical appointments or related to family illness. Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days earned in excess of twelve (12) days per year of employment thereafter.
- (b) Payment to such employee shall be made on the basis of hours scheduled but not worked for such occurrence.
- (c) For the purposes of Article 20.10, "family illness" shall mean illness of a spouse, child (including child's partner), or parent (including in-law).
- (d) For the purposes of Article 20.10, the Employer may request proof of family illness in cases where the pattern of absences would cause the Employer to suspect abuse.
- 20.11 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 Manitoba Public Insurance ("MPI"). An employee is not entitled to the use of any of her accumulated income protection credits for any period for which she is receiving benefits from MPI.

#### **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.01 Except in an emergency an employee will be required to submit a written request for any leave of absence at least one (1) month prior to the effective date of the request. Such requests must specify the reason for the leave of absence and will be considered on an individual basis.
- 21.02 (a) Subject to (b) below, upon at least two (2) weeks' 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 without pay.
- (b) Leave granted pursuant to this Article shall be limited to a maximum of four (4) per facility per day. Such requests will be subject to operational requirement. By mutual agreement of the parties, additional employees may be granted such leave subject to operational requirements.
- (c) Employees so elected or appointed shall suffer no loss of pay or benefits while on such leave. The Union agrees to compensate the Employer for such wages and benefits within thirty (30) days of receipt of the Employer's invoice in the matter.

21.03 When an unpaid leave of absence in excess of one (1) month is granted or occurs for other reasons through the operation of the Collective Agreement, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

21.04 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.

21.05 An employee who is elected to public office may be granted leave of absence without pay and without loss of seniority for a period of three (3) months. Such leave may be renewed or extended on request during her term of office with the approval of the Employer.

21.06 Bereavement Leave

In the event of the death of the employee's **spouse**, child, stepchild, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, father, stepfather, father-in-law, mother, stepmother, mother-in-law, grandparents, spouse's grandparents, grandchildren, common-law spouse, **daughter-in-law**, **son-in-law**, former legal guardian or fiancé, such employee shall be granted up to three (3) shifts leave without loss of pay beginning from the date of death and ending with the day following the funeral.

A relationship of at least six (6) months' duration is required for the employee to qualify for this provision in case of death of a common-law spouse or fiancé.

**Where the term spouse, common-law spouse or fiancé is used, it shall be deemed to include the equivalent same sex relationships.**

In accordance with the above, if an employee is required to attend a funeral outside the province, then any necessary travel time will be granted, as a leave of absence without pay.

**Bereavement leave may be extended without pay on approval by the Employer.**

The employee will notify the Facility when bereavement leave becomes necessary.

Notwithstanding the above provisions, where special circumstances exist, an employee may request that bereavement leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more shifts off with pay than she

would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.

21.07 One-half (½) day without pay shall be granted to attend a funeral as a pallbearer.

21.08 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between her regular hourly rate of pay and the payment she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the appropriate regular hourly rate of pay. "Witness" for the purposes of this Article shall mean only those situations related to an employee's performance of job duties for the Employer.

21.09 Maternity Leave

***When greater than the provisions below, the most current provisions of the Employment Standards Code for Maternity Leave shall apply***

A female employee who has completed seven (7) months of continuous employment shall be granted up to seventeen (17) weeks maternity leave without pay. Maternity leave of absence may be granted for a longer period at the discretion of the employee's attending physician. The employee must submit her written request for such leave of absence at least four (4) weeks before the intended date of the leave and in no case later than the end of the fifth (5<sup>th</sup>) month of pregnancy.

The Employer shall be entitled to require an employee to stop work and the provisions of a leave of absence will apply if, in the opinion of the Employer, the employee is unable to continue to carry out the duties and responsibilities of the position.

An employee may end her maternity leave early by giving the Employer written notice of at least two (2) weeks, or one (1) pay period (whichever is longer) before the day she wishes to end the leave. Upon receipt of such notice the Employer shall arrange her return to work, on that date or as quickly as possible thereafter but in any event not later than thirty (30) days from the date she intended to return to work and she shall be placed in her former position and shift schedule at the same and appropriate salary level. The Employer may request a medical certificate as proof of her medical fitness and ability to perform such duties of her position.

21.10 Parental Leave

***When greater than the provisions below, the most current provisions of the Employment Standards Code for Parental Leave shall apply.***

An employee who has completed seven (7) consecutive months of employment and who has become the natural mother or natural father of a child shall be granted up to **sixty-three (63)** weeks of parental leave without pay. The employee must apply in writing at least four (4) weeks before she intends to commence parental leave.

An employee may end her parental leave early by giving the Employer written notice of at least two (2) weeks, or one (1) pay period (whichever is longer) before the day he/she wishes to end the leave. Upon receipt of such notice the Employer shall arrange her return to work, on that date or as quickly as possible thereafter but in any event not later than thirty (30) days from the date she intended to return to work and she shall be placed in her former position and shift schedule at the same and appropriate salary level. The Employer may request a medical certificate as proof of her medical fitness and ability to perform such duties of her position.

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

21.11 Adoption Leave

***When greater than the provisions below, the most current provisions of the Employment Standards Code for Adoption Leave shall apply.***

Up to thirty-seven (37) weeks of leave without pay will be granted to an employee upon adoption of a child. The employee must submit a written request for such leave. The 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.

21.12 Leave for Union Position

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year during the term of the position. Said renewal request for Union leave will not be unjustly withheld.

21.13 Compassionate Care Leave

An employee shall be granted compassionate care leave without pay or benefits pursuant to the compassionate care leave provisions of the Manitoba *Employment Standards Code*. The Employer reserves the right to request evidence supporting the employee's request for compassionate care leave.

**ARTICLE 22 - PAYMENT OF WAGES OR ALLOWANCES**

22.01 Wages due to an employee should be paid regularly during the term of this Collective Agreement and shall be in accordance with the hourly schedule of wages appended hereto as Schedule "A". The pay period shall be every two (2) weeks.

22.02 Individual salary increases shall be applied on the day on which the employee becomes entitled to an increase based on the completion of two thousand and eighty (2,080) hours of service.

22.03 Employees who report to work and are sent home by the Employer shall be paid the lesser of three (3) hours' pay or the pay for their scheduled working hours, if it has been determined that the Employer was responsible for the error in scheduling.

22.04 All part-time employees shall receive the conditions of employment and prerequisites specified in this Collective Agreement on a pro rata basis according to their hours paid at the regular hourly rate of pay.

22.05 An Uncertified HCA shall progress to the Certified HCA classification at the same level upon the completion of the approved course for Health Care Aides.

22.06 Temporary Assignment of Duties

(a) In the event that an employee is assigned temporarily to a higher position, she shall be paid the greater of an additional forty-five (45) cents per hour, or the minimum rate of the position, 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;

(b) **In the event an employee is assigned temporary Responsible Person duties, she shall be paid an additional forty-five cents (45¢) per hour.**

22.07 (a) Weekend Premium

A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually 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.

(b) Evening Shift Premium

A shift premium of one dollar (\$1.00) per hour shall be paid for each hour of a shift worked where the majority of the hours of that shift fall within the period 1500 hours and 2300 hours. This shift premium shall not apply to overtime hours worked.

(c) Night Shift Premium

A shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid for each hour of a shift worked where the majority of the hours of that shift fall within the period of 2300 hours to 0700 hours. This shift premium shall not apply to overtime hours worked.

22.09 On Call Premium

When an employee is placed on call, that is, immediately available to be contacted and immediately available to report to work without undue delay, the employee shall be paid one dollar (\$1.00) per hour for each hour the employee is placed on call.

The employee will leave her employment immediately after she has completed the work for which he/she was called and reassume his/her on call status.

The on call premium will not apply during any period when the employee is performing duties at the place of employment.

22.10 Employees required by the Employer to attend a class of instruction shall suffer no loss of regular hourly rate of pay while in attendance at such classes.

Employees required by the Employer to attend a meeting outside of her regular scheduled hours shall receive pay at her regular hourly rate of pay for the time spent at such meeting.

**ARTICLE 23 - CHANGES IN CLASSIFICATIONS**

23.01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.

The application of this clause shall not be deemed to constitute the re-opening of this Collective Agreement.

- 23.02 The Employer agrees to retain job descriptions for all positions and classifications within the bargaining unit **and provide copies to the Union upon request**. Any revisions to such job descriptions will be forwarded to the Union.

#### **ARTICLE 24 - BULLETIN BOARDS**

- 24.01 Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Administrator or her designated representative before posting.

#### **ARTICLE 25 - TERMINATION OF EMPLOYMENT NOTICE**

- 25.01 Employment may be terminated by the employee giving the Employer two (2) weeks' written notice of intention to terminate employment.

#### **ARTICLE 26 - TECHNOLOGICAL CHANGE**

- 26.01 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

If such change will displace an employee or employees in the bargaining unit, the Employer will notify the Union at least one hundred and twenty (120) days prior to such change and will meet to discuss reasonable provisions to protect the interests of employees affected. Should the parties fail to come to a satisfactory agreement, then the matter will be referred to grievance and/or arbitration procedures agreed to in this Collective Agreement.

#### **ARTICLE 27 - CONTRACTING OUT**

- 27.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee.

**ARTICLE 28 - DENTAL PLAN**

- 28.01 The Employer agrees to continue on a mandatory basis a dental plan (similar to Plan “B” offered by the Manitoba Blue Cross) for full-time employees. The Employer agrees to one hundred percent (100%) of the billed single or family rate for full-time employees who have completed their probation and the Employer shall pay a proportionate amount of such premiums for part-time employees who opt for the benefit based on the number of hours worked by the employee concerned in relation to a full-time employee’s hours worked. The Employer shall be entitled to deduct from the part-time employee’s paycheque the difference between the Employer’s contribution and the total premium. If an employee is otherwise covered the Employer shall not be obliged to contribute.

**ARTICLE 29 - PENSION PLAN**

- 29.01 Employees who have completed their probation may contribute three percent (3%) of their gross basic earnings to the pension plan known as the “Extendicare (Canada) Inc. Registered Pension Plan” registered in the Province of Manitoba, registration #M-66391. Their contributions will be matched by the Employer.

Employees who have completed their probation may contribute an additional two percent (2%) of their gross basic earnings to the above pension plan. These contributions will be matched by the Employer.

Employees are eligible to join the pension plan after successfully completing their probation if they choose to enrol otherwise employees are required to become a member of the pension plan after completing two (2) years of service since date of hire.

**ARTICLE 30 – EXTENDED HEALTH**

- 30.01 **The Employer agrees to continue an Extended Health Care Plan based on the principles herein.**
- 30.02 **The administration of the EHC Plan shall be subject to and governed by the terms and conditions of the EHC Plan contract or policy entered into with the underwriters of the EHC Plan.**
- 30.03 **The parties recognize that the EHC Plan shall be other than the EHC Plan applicable to the Healthcare Employee Benefit Plan of Manitoba.**

- 30.04** Eligible employees may elect to enrol in the EHC Plan. There shall be voluntary participation in the EHC Plan for all permanent employees who hold a permanent full-time equivalency (FTE) position of sixteen (16) hours biweekly or greater. Casual employees are not eligible to participate in the EHC Plan.
- 30.05** An eligible employee must successfully complete their probationary period prior to the enrolling in the EHC Plan.
- 30.06** Eligible employees who enrol in the EHC Plan may withdraw from the EHC Plan at any time. An eligible employee who has not enrolled in or has withdrawn from the EHC Plan may enrol in the EHC Plan subject to the EHC Plan carrier approval, limitations and/or waiting period and in any event, such later or re-enrolment shall occur only at April 1 of each year.
- 30.07** An eligible participating employee shall pay sixty percent (60%) of the EHC Plan premiums. The Employer will deduct premiums from the eligible participating employee's pay and forward same on to the EHC Plan carrier. The Employer will pay the remaining forty percent (40%) of premium per employee.
- 30.08** The Employer reserves the right to change the EHC Plan carrier. Should it be considering to do so, the Employer will consult and discuss with the Union. Following such consultation, it will provide the Union with thirty (30) calendar days' notice. Changed to EHC carriers will not include reductions in coverage.
- 30.09** Pre-Payment of Premiums
- During an Employer-approved unpaid leave of absence (LOA), a Workers' Compensation claim or a layoff, any of which are greater than thirty (30) calendar days, the Employer agrees to continue its EHC Plan premium contributions only for the month in which the absence commences. If the employee wishes to continue her EHC Plan participation beyond that first month, she shall notify the Employer in writing of her decision to continue and shall remit payment for the full monthly EHC Plan premium no later than the first day of the month to which the premium applies. The employee shall be wholly responsible for compliance with the EHC Plan carrier requirements for waiver of benefits and/or submission of the full monthly EHC Plan premium during such absence. The maximum period the employee can choose to continue to pay the full premium cost is for twelve (12) months or until such employee is recalled or engaged elsewhere, whichever occurs first.
- An employee who is in receipt of Workers' Compensation Benefits (WCB) shall remit payment for the full monthly EHC Plan premium no later than

the first day of the month to which the premium applies for the full duration of her WCB period.

**30.10 It is understood and agreed:**

- (a) that the Employer's only obligation is to deduct and remit EHC Plan premiums;
- (b) that the Employer is not the insurer and bears no liability for decision of the EHC Plan carrier; and
- (c) any problems with respect to the EHC Plan carrier acknowledging or honouring any claim(s) is a matter between the employee and the EHC Plan carrier.

**ARTICLE 31 – LONG TERM DISABILITY**

31.01 The premiums will be on a 50/50 cost sharing basis; eligible full-time and part-time employees who have completed three (3) months of continuous employment shall join the plan; the elimination period is one hundred and nineteen (119) calendar days; the maximum benefit payable will be sixty-six and two-thirds percent (66 2/3%) of regular salary; pre-existing conditions will apply

31.02 Any problems an employee has with respect to the benefit plan carrier acknowledging or honouring a benefit claim(s) is strictly a matter between the employee and the benefit plan carrier. Without limiting the generality of the foregoing, the Employer is not the insurer and shall have no liability to honour any benefit claim(s) rejected by the benefit plan carrier.

**ARTICLE 32 – TERM OF COLLECTIVE AGREEMENT**

32.01 This Collective Agreement shall be binding and shall remain in effect until March 31, 2022 and shall continue from year to year thereafter unless either party gives notice in writing at least thirty (30) days prior to termination of agreement of its intent to enter into negotiations.

32.02 Within ten (10) working days, or a period extended by mutual

agreement of the parties of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate the revised Collective Agreement.

32.03 Where notice to revise, renew or amend the Collective Agreement or to negotiate a new Collective Agreement is given in accordance with Article 31.01, the parties hereto agree that the Collective Agreement shall remain in full force and effect after the expiry date until:

- (a) a new Collective Bargaining Agreement is reached between the parties hereto;
- (b) a strike is declared by the Union by giving the Employer fourteen (14) calendar days' notice in writing of its intention to declare a strike; or
- (c) a lock-out is declared by the Employer by giving the Union fourteen (14) calendar days' notice in writing of its intention to declare a lock-out.

32.04 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement in writing at any time during the existence of this Collective Agreement.

32.05 The Employer will prepare the Collective Agreement for the parties' signature upon written notification of ratification and will supply the Union with copies of the Collective Agreement as well as an electronic copy of the Collective Agreement. The Collective Agreement shall be printed by a Union shop mutually agreed to by the parties. The cost of printing the Collective Agreement shall be shared equally by the Union and the Employer.

**ARTICLE 33 - ERRORS ON PAYCHEQUES**

33.01 If an employee is overpaid, Extencicare (Canada) Inc. will collect the overpayment after it has made reasonable efforts to arrange a repayment schedule with the employee. In the event that the employee will not arrange a repayment schedule with the Employer, Extencicare (Canada) Inc. will collect the overpayment using a minimum bi-weekly repayment schedule of twenty-five (25) dollars bi-weekly. If the employee terminates their employment with Extencicare (Canada) Inc. prior to repayment, the remaining outstanding amount shall be deducted from the employee's last pay.

**SIGNATURES**

Signed this 24 day of January, 2019

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1475**

C. McLeod  
Marsh  
Simon Joudry  
M. Drott

**SIGNED ON BEHALF OF:  
EXTENDICARE (CANADA) INC.  
OAKVIEW PLACE**

[Signature]  
[Signature]  
Thomas



**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC. (OAKVIEW PLACE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1475**

**RE: STAFFING UTILIZATION**

The parties agree to strike a committee not later than sixty (60) days from ratification that will meet as needed and as mutually agreed for the purpose of discussing staff utilization prioritization in the workplace and to endeavour to solve issues relating to staff utilization.

There shall be no more than three (3) representatives from each of the Union and the Employer.

The committee may make recommendations to the Union or to the Employer with respect to its discussions and conclusions.

The committee does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions.

Signed this 24 day of January, 2019

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1475**

C. McBurnie  
Marsh  
Sumner  
Kroft

**SIGNED ON BEHALF OF:  
EXTENDICARE (CANADA) INC.  
OAKVIEW PLACE**

[Signature]  
[Signature]  
Shomer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC. (OAKVIEW PLACE)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1475**

**RE: PRE-RETIREMENT LEAVE**

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For the duration of the Collective Agreement expiring March 31, 2017, the parties hereby agree as follows:

Whereas the parties discussed pre-retirement leave during Collective Bargaining:

1. This Letter of Understanding takes effect as of April 1, 2015 and has no retroactive application.
2. To be eligible for pre-retirement leave in accordance with this Letter of Understanding an eligible employee must:
  - (a) provide written notice to the Employer of their intention to retire and specify the effective date of their retirement; and
  - (b) retire on or after April 1, 2015.

An employee shall not be eligible for pre-retirement in accordance with this Letter of Understanding if all the conditions in #2 (a) and 2 (b) are not met.

3. Only regular full-time and regular part-time employees shall be eligible for pre-retirement leave.
  - (A) Regular full-time employees who:
    - (i) have completed at least ten (10) years continuous employment with the Employer and retire at age sixty-five (65) years; or
    - (ii) have completed at least ten (10) years continuous employment with the Employer and retire after age sixty-five (65) years; or
    - (iii) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years shall be granted paid pre-retirement leave on the basis of one (1) day per year of employment to a maximum of twenty-five (25) days.

- (B) Regular part-time employees who:
- (i) have completed at least ten (10) years continuous employment with the Employer and retire at age sixty-five (65) years; or
  - (ii) have completed at least ten (10) years continuous employment with the Employer and retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years

shall be granted paid pre-retirement leave as specified in (A) above on a pro rata basis.

Such pro rata calculation will be based on the following formula:

$$\frac{\text{Average Annual Hours Actually Worked}}{\text{From Last Date of Employment}} \times \text{Entitlement of a Full-time Employee} \\ \text{Annual Full-time Hours}$$

4. Calculation of pre-retirement leave entitlement shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's length of continuous employment with the Employer on the calendar day of retirement under #3 (A) or (B) as applicable.
5. Calculation of pre-retirement leave entitlement under #3 (A) or 3 (B) as applicable shall be based on an employee's status on the day they advise the Employer of their retirement effective date.

A regular employee whose status changes to casual after communicating the retirement effective date shall forfeit their entitlement to pre-retirement leave.

6. The pre-retirement leave formula applicable to part time employees under #3 (B) shall be used to calculate the pre-retirement leave entitlement for a full-time employee whose continuous employment has also included:
  - (a) either part time or casual employment; or
  - (b) both part time and casual employment.
7. Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until scheduled retirement date. If the employee chooses a lump sum payment the retirement date shall be her/his last day worked.

Signed this 24 day of ~~11~~ January, 2019

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1475**

C. McCrindle  
Marsh  
Simone Jauda  
H. Hoff

**SIGNED ON BEHALF OF:  
EXTENDICARE (CANADA) INC.  
OAKVIEW PLACE**

[Signature]  
[Signature]  
Thomas