

COLLECTIVE AGREEMENT

BETWEEN

CUPE | Canadian Union
of Public Employees
LOCAL 4860

AND

**AXR OPERATING (NATIONAL) LP BY ITS
GENERAL PARTNER AXR OPERATING
(NATIONAL) GP INC.
(O/A KILDONAN)**

TERM OF AGREEMENT:

NOVEMBER 1, 2015 TO OCTOBER 31, 2019

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THIS AGREEMENT made as of the _____ day of _____ 2018.

Between:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860
(hereinafter referred to as the "Union")

OF THE FIRST PART

- and -

**AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER AXR OPERATING
(NATIONAL) GP INC.
O/A KILDONAN**
(hereinafter referred to as the "Employer")

OF THE SECOND PART

WHEREAS the Employer and the Union have agreed to enter into an agreement containing terms and conditions of employment of an employee as herein set forth:

NOW THEREFORE the Employer and the Union mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Canadian Union of Public Employees and its Local 4860 as the sole bargaining agent for employees as defined in the Manitoba Labour Board Certificate No. **7299** and employed in classifications outlined in Schedule "A" attached to and forming part of this Agreement.

102 No employee shall be required to make any written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 2 - DURATION

201 This Agreement made on the **2nd** day of **August 2018**, shall take effect on the **1st** day of November, **2015** and shall remain in force until the **31st** day of October, **2019**.

202 Should either party to this Agreement desire to amend this agreement or negotiate a new agreement, said party shall give notice to the other party in writing at least thirty (30) days prior to the expiration date of this Agreement. If notice is not given as above, the Agreement shall be renewed without change for a further period of one (1) year.

- 203 The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new Agreement, or until the declaration of a strike or lockout, whichever occurs first.
- 204 Neither full-time nor part-time employees who have terminated their employment prior to the signing date of this Agreement shall be entitled to any retroactive wage or benefit adjustment.
- 205 This Agreement may be amended during its term by mutual agreement.
- 206 Upon written notification of ratification by the Union, retroactivity shall be paid to all employees in the employ of the Employer as of the date of ratification on paid hours.

ARTICLE 3 - DEFINITIONS

- 301 “Employee” is one who is employed by the Employer in one of the occupational classifications described in Schedule “A” attached hereto and forming part of this Agreement.
- 302 A “full-time employee” is one who works the full-prescribed hours of work as specified in Article 12 (2,080 hours per year).
- 303 A “part-time employee” is one who works on a regular and continuous basis, less than the full-time prescribed hours as specified in Article 12.
- 304 (a) A “temporary employee” is one who is employed for a specific period or until completion of a particular project of a maximum duration of fifty-four (54) weeks. No temporary employee shall be laid off and re-employed for the purpose of extending the period of “temporary” employment. Should a temporary employee become permanent full-time or permanent part-time without a break in service, her service will be connected for seniority purposes. The terms of this Agreement shall not apply to such temporary employees.

(b) Term Positions

When a "term position" is posted, a permanent employee, whether she is part-time or full-time, may apply for the term position. If the employee is the successful candidate for the term position, her previous position will be held for her until her term position is complete. While she is assuming the term position, her position will be available to another employee on a term position basis, and when the original employee completes the term position, she may return to her original permanent position. Such Employees in term positions will be allowed to apply for a permanent position or a larger E.F.T. term position and will not be required to complete her term in her current position. Only the original incumbent and the first replacement are guaranteed their original positions.

305

A casual employee means an employee who is called in to work on a "call in" basis, but who does not work a regular schedule. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual employee cannot unreasonably or consistently refuse to work shifts. Subsequent to submitting their availability, a casual employee who does not accept or is not available for shifts for a period of **two (2)** consecutive months shall be deemed to have voluntarily terminated their employment.

The terms of this Agreement do not apply to the casual employee, except as specified hereinafter.

- (a) A casual employee shall receive vacation allowance biweekly at the rate of four percent (4%) of regular earnings in a biweekly period during the first four (4) years of employment and thereafter shall be paid at a rate of six percent (6%).
- (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 time and one-half (1½);
- (d) casual employees shall be entitled to compensation for overtime worked in accordance with Article 14;
- (e) the Employer agrees to deduct Union dues on a percentage basis as specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 5;
- (f) in the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period;

- (g) a casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at her basic rate of pay;
- (h) casual employees shall be allowed to apply for posted vacancies and may be given preference for vacancies after full-time and part-time employees.

306 The word "student" shall mean a person hired specifically to work the 4:00 p.m. to 7:00 p.m. shift on weekdays and weekends and 10:30 a.m. to 6:30 p.m. on weekends in the Food Service Department. The terms of this Agreement shall not apply to such "student" employees. A student is a person who is enrolled in an academic institution.

307 "Biweekly Period" as used herein shall mean the two (2) weeks constituting a pay period.

308 "Weekend" shall mean Saturday and Sunday.

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

310 The term "Employer" shall mean **AXR Operating (National) LP by its general partner AXR Operating (National) GP Inc. o/a Kildonan.**

311 The term "Union" shall mean the Canadian Union of Public Employees, Local 4860.

ARTICLE 4 - MANAGEMENT RIGHTS

401 The Union acknowledges that it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedure for the care, welfare, safety and comfort of the Residents at Kildonan Personal Care Centre, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time, to be observed by its employees and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (b) to hire, discharge, transfer within the Centre, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance;

- (c) to control the direction of the working forces, the right to plan, direct and control the operation of the Centre, the right to introduce new and improved methods, facilities, equipment, combining or splitting up the departments, work schedules, job content, the number of employees required for the Employer's purposes and the increase or reduction of personnel;
- (d) to establish the standards of volume, the level and quality of work performance and if necessary, to subcontract work to meet the requirements of the Centre.

402 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - UNION SECURITY

501 All employees in the categories defined in Manitoba Labour Board Certificate No. **7299** shall become members of the Union according to the Constitution and Bylaws of the Union. New employees in said categories shall become members of the Union after having successfully completed the probationary period or any extension thereof, as outlined in Article 18 hereof.

502 The Employer agrees to deduct the amount of dues as determined by the Union on a biweekly basis from the salaries of each and every employee covered by this Agreement.

503 When an employee makes known to the Employer or the Union that she is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any Union or professional association, the matter shall be dealt with in accordance with the *Labour Relations Act* of Manitoba.

504 The deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union monthly with a list of names of employees from whom deductions have been made and the amount of such deductions.

505 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. However, such changes shall not be more than once per calendar year.

506 In consideration of the foregoing clauses, the Union shall indemnify and save the Employer harmless from any and all claims, suits, judgements, attachments and the cost thereof, and from any form of liability as a result of such deductions of Union dues as aforesaid, and the Union will refund direct to all employees from whom wrongful deduction was made.

507 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 6 - UNION REPRESENTATION

601 The Union agrees to exchange with the Employer a current list of officers, authorized representatives and shop stewards. The Union shall notify the Employer of any change of officers, authorized representatives and/or shop stewards within fourteen (14) days of such changes being made.

602 The Employer agrees that the Bargaining Unit shall have the right to assistance from representatives of the Union when negotiating or dealing with matters concerning the Agreement.

603 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be one (1) employee as designated by the Union and two (2) other employees with unpaid leaves of absence provided not more than two (2) employees are absent from the same department at the same time.

604 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where she has received the permission of the Executive Director or his designate.

Such permission will not be unreasonably withheld.

605 The Union acknowledges that Union representatives have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances without first obtaining the permission of her immediate supervisor outside the Bargaining Unit. Such permission will not be unreasonably withheld. No employee who is a Union representative shall lose any wages for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article 10 hereof.

- 606 The Union will provide the Employer with sufficient copies of the Agreement or pay the cost of producing same and one (1) copy will be made available to each employee at the time of hiring.
- 607 All correspondence arising out of this Agreement shall pass to and from the Executive Director or his designate and the Secretary of the Local Union or designate.
- 608 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to introduce a new employee to her Union representative, i.e. President or designate who is an employee of Kildonan Personal Care Centre. The Employer further agrees to distribute a handout from the Union to the new employee, provided said handout contains only general information about the Union.
- 609 The Employer agrees that the Union may use its notice board to post thereon notices relating to Union matters. No notice will be posted without the prior written consent of the Executive Director or his designate, which consent shall not be unreasonably withheld.
- 610 Upon written request, the Employer agrees to provide to the Local Recording Secretary of the Union names, addresses and phone numbers for all employees under the bargaining unit twice per calendar year. The employees are required to provide the Employer with their current address and phone number. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

ARTICLE 7 - CONTINUANCE OF OPERATIONS

- 701 (a) The Union agrees that during the life of this agreement, there shall be no strike, and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from striking. The Employer agrees that for the duration of this agreement, there shall be no lockout.
- (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 force until a new agreement has been ratified or until the date on which the Union takes strike action or the Employer institutes lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) week's (seven [7] days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (seven [7] days) written notice as to the intended time and date of lockout.

702 There shall be no Union activities on the Employer's premises or during any employee's working hours except as specifically provided for in this Agreement, unless prior written approval has been received from the Executive Director.

ARTICLE 8 - NON-DISCRIMINATION

801 It is agreed that there shall be no discrimination, restriction, or coercion exercised or practised by the Employer or the Union with respect to any employee based on:

- ancestry including colour and perceived race
- ethnic background
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- gender-determined characteristics
- **gender identity**

contrary to the Manitoba *Human Rights Code* nor by reason of her or his membership or non-membership in the Union or for participation or non-participation in lawful activities of the Union.

802 The Employer and the Union agree that no form of sexual harassment as provided by the Manitoba *Human Rights Code* **and the Workplace Safety and Health Act** shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

ARTICLE 9 - EMERGENCY AND DISASTER

901 In any emergency or disaster which imposes an unusual threat to the safety or well-being of residents, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

902 Compensation for unusual working conditions related to such emergency or disaster will be determined by later discussion between the Employer and the Union and/or by means of the grievance and arbitration procedure if necessary.

- 903 The above clauses 901 and 902 are subject to the *Labour Relations Act* of Manitoba.
- 904 An employee required to stay during emergency and disasters shall be provided meal(s).

ARTICLE 10 - GRIEVANCE PROCEDURE

- 1001 Any complaint, disagreement or difference of opinion between the Employer, and the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- 1002 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.
- 1003 An employee may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.
- 1004 An employee or Union representative shall request permission from her immediate superior outside the Bargaining Unit to leave her duties in order to process grievances; she shall report to her immediate superior outside the Bargaining Unit upon her return; she shall be granted this permission when, in the opinion of her immediate superior outside the Bargaining Unit, it will not prejudice care or require any staff replacement in either area. She shall not suffer loss of salary when engaged in such activities during regular working hours.
- 1005 Discussion Stage
- Within ten (10) days of the occurrence of the grievance or the time that the occurrence ought to be known, the employee shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit.

Step One

If the matter is not settled to the employee's satisfaction, the employee may proceed with the grievance herself or elect to be represented by a Union representative by referring the matter to the Executive Director or designate at Step One within ten (10) days of the supervisor's response. The Executive Director or designate shall respond in writing within ten (10) days from the receipt of the grievance.

1006

Step Two

Failing resolution, the grievor and/or the Union representative with the approval of the grievor may refer the matter to the Provincial Director or designate within ten (10) days from the response of the Executive Director or designate, or failing a response within five (5) days from the time at which the response was due. The Provincial Director or designate shall respond in writing within ten (10) days from receipt of the grievance.

1007

Failing resolution, the Union may refer the matter to arbitration, as provided in Article 11, within ten (10) days from the response from the Provincial Director or designate, or failing a response from the time at which the response was due.

1008

A grievance by the Employer shall commence by notice to the Union within five (5) days of the occurrence or the time the occurrence ought to be known. Such submission shall be deemed to be at Step Two. The Union shall respond in writing within ten (10) days from receipt of submission of the grievance. Failing resolution, the Employer may refer the matter in writing to arbitration, as provided in Article 11, within seven (7) days from the response, or the time at which the response was due.

For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

1009

The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved employee and/or Union.

1010

Subject to the provision of 1009 above, and subject to Section 121(2) of the *Labour Relations Act* of Manitoba, failure of the employee/Union to comply with any of the time limits specified in this Article may result in the grievance being deemed abandoned, without prejudice.

1011

When a grievance is submitted in writing by either the Employer, the Union or the employee, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the clause or clauses said to be violated and the remedies sought.

ARTICLE 11 - ARBITRATION PROCEDURE

1101

In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 10, the matter may then be referred to arbitration as hereinafter set forth.

- 1102 If mutual agreement is not reached by both parties to choose a single arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined above, then the procedure stated below will be followed. If the parties agree to proceed by way of sole arbitrator, the sole arbitrator shall have all of the powers of a tripartite board.
- 1103 The party referring the matter to arbitration shall at the same time notify the other party of its nominee to an Arbitration Board (hereinafter called the "Board"). The other party to the dispute shall name its nominee within seven (7) days. The two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be chairperson.
- 1104 Should either party fail to appoint an nominee as herein provided, or if any nominee thus appointed should fail or be unable to serve and another nominee is not be appointed in his place by the party who made the original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.
- 1105 Should the two (2) appointed nominees fail within ten (10) days to agree upon a chairperson, the two (2) nominees shall forward a request to the Minister of Labour for Manitoba to select a chairperson.
- 1106 It is mutually agreed by both parties to this Collective Agreement that the decision of the majority of the Board of Arbitration, or the decision of the Chairperson in the absence of the majority, or in the case of a sole arbitrator shall be shall be final and binding upon the Employer, the Union and the employee(s) concerned. The arbitrator or the Arbitration Board shall not be authorized to add to, subtract from, modify, alter or amend the Collective Agreement or make any decisions inconsistent with the provisions in this Collective Agreement.
- 1107 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence to make representations.
- 1108 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the arbitrator or of the chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.
- 1109 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 1110 Nothing in this Collective Agreement shall preclude an employee or the Union committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

1111 Disagreement 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 arbitrator either party may apply to the Chairperson of the Board of Arbitration or arbitrator, to reconvene. Within five (5) calendar days the Board of Arbitration or the arbitrator shall reconvene to clarify the decision.

1112 The time limits in the arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12 - HOURS OF WORK

1201 This article defines the regular hours of work for full-time employees and is not to be read nor construed as a guarantee of work per day or per week or a guarantee of days of work per week.

Regular hours of work for all full-time employees will be eight (8) hours a day, which shall constitute a work day including rest periods and a portion of the meal periods as noted below:

- (a) Eight (8) consecutive hours per day including fifteen (15) minute paid meal period and excluding fifteen (15) minute unpaid meal break, and
- (b) An average of eighty (80) hours per biweekly period.

1202 Regular hours of work shall be deemed to:

- (a) include a rest period of fifteen (15) minutes away from the work station, to be scheduled by the Employer, during each continuous three (3) hour period of duty; and
- (b) include a fifteen (15) minute paid meal period and exclude a fifteen (15) minute meal period to be scheduled by the Employer during each regular work day.

1203 An employee who reports for work as scheduled and is sent home because of lack of work shall be paid three (3) hours at her basic rate of pay.

1204 Evening Shift Premium

Effective April 1, 2007, any employee required to work a majority of their shift between 1600 hours and midnight shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked.

1205 Night Shift Premium

Any employee required to work a majority of their shift between midnight and 0800 hours shall **receive** a shift premium of one dollar and **ninety cents (\$1.90)** per hour, **effective August 1, 2017**, for all hours worked.

1206 Weekend Shift Premium

Any employee required to work a majority of their shift between 0001 Saturday and midnight Sunday next shall receive a shift premium of one dollar and **fifty cents (\$1.50)** per hour, **effective August 1, 2017**, for all hours worked. This amount is in addition to the premiums outlined in Article 1204 and 1205.

1207 **For shifts worked when time switches from central standard to daylight savings; and vice versa, the following shall apply:**

- (a) **An employee shall be paid for the actual hours worked to a maximum of eight (8) hours at their basic rate of pay including applicable premiums.**
- (b) **Where the total number of hours worked exceeds eight (8) hours, overtime shall be paid for those hours worked in excess of eight (8) hours.**

1208 **Where an employee cannot arrive at the place of employment due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee shall be rescheduled at a mutually agreeable time during the following two (2) consecutive biweekly pay periods to work any hours missed, provided that the rescheduling shall not result in any overtime. Where the scheduling of such shift cannot be agreed upon or the employee chooses not to be rescheduled, the employee may take time from banked time which includes banked Recognized Holidays or vacation.**

ARTICLE 13 - SHIFT SCHEDULES

1301 Shift schedules for minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.

1302 It is understood that any change in shifts or days off initiated by the employees and approved by the Employer shall not result in overtime costs or any other supplementary salary costs to the Employer.

- 1303 As far as possible, days off shall be planned in such a way as to equally distribute weekends. The Employer shall schedule a minimum of one (1) weekend off in every two (2) for all regular full-time employees.
- 1304 No employee shall work more than six (6) consecutive days, except by mutual agreement between the Union and the Employer.
- 1305 Days off will be consecutive wherever possible.

ARTICLE 14 - OVERTIME

- 1401 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 12.
- 1402 Employees shall be paid one and one-half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day as specified under Article 1401.
- Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours of such overtime in any one day as specified under Article 1401.
- 1403 Overtime shall be distributed as equitably as possible amongst those employees qualified for the work.
- 1404 An employee required to work overtime for a period in excess of three (3) hours immediately following her hours of work shall be supplied with a meal (hot if available) and if this is not possible, a payment of **seven dollars (\$7.00)** will be made in lieu.

ARTICLE 15 - VACATIONS

- 1501 Unless otherwise agreed between the employee and the Employer, 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 April 1 to March 31 of the following year. Vacation earned in any vacation year must be taken in the following vacation year.
- Vacations are not cumulative from year to year except where special arrangements have been mutually agreed between the Employer and the employee.
- Employees may not waive vacation and draw double pay.

1502 Employees who have completed less than one (1) year of employment as at the cutoff date shall be entitled to prorated vacation leave. Such leave is based on four percent (4%) for the regular hours worked during the vacation year.

1503 An employee who has completed one (1) year of continuous service as at April 30th, shall be granted **ten (10) days'** vacation at her regular rate of pay.

An employee who has completed two (2) years of continuous service as at April 30th, shall be granted **fifteen (15) days'** vacation at her regular rate of pay.

An employee who has completed five (5) years of continuous service as at April 30th, shall be granted **twenty (20) days'** vacation at her regular rate of pay.

An employee who has completed twelve (12) years of continuous service as at April 30th, shall be granted **twenty-five (25) days'** vacation at her regular rate of pay.

Effective April 1, 2019, an employee who has completed twenty-two (22) years of continuous service as at April 30th, shall be granted thirty (30) days' vacation at her regular rate of pay.

It is understood vacation will be scheduled and taken in seven (7) day blocks unless mutually agreed otherwise.

NOTE: Eligible employees will accrue the additional vacation over the 2013/14 vacation year and will be eligible to take the additional vacation in the 2014/15 vacation year.

1504 Full-time employees shall be paid vacation pay equal to two percent (2%) of income (exclusive of overtime) per week of vacation leave.

1505 **Vacation pay shall be calculated at the following percentage rates of basic pay (excluding overtime), earned during the period in which the vacation was accrued:**

Ten (10) days	Four percent (4%) of basic pay
Fifteen (15) days	Six percent (6%) of basic pay
Twenty (20) days	Eight percent (8%) of basic pay
Twenty-five (25) days	Ten percent (10%) of basic pay
Thirty (30) days	Twelve percent (12%) of basic pay.

1506 **Vacation Pay**

Full-time employees' vacation pay shall be at the rate of pay in effect at the time of vacation.

For part-time employees who have picked up shifts in the preceding vacation year, their vacation entitlement may be paid at a rate of pay that is greater than the rate of pay in effect at the time of the vacation.

Examples:

**Part-time employee assigned as a 0.4 EFT
Vacation Entitlement - Four (4) weeks
Eight (8) paid days over four (4) week vacation entitlement
Days paid at \$15/hour**

**Employee works the equivalent of a 0.8 EFT in the preceding vacation year
Vacation Entitlement – Four (4) weeks
Eight (8) paid days over four (4) week vacation entitlement
Days paid at \$30/hour**

Working at double the EFT does not result in twice the number of weeks of vacation entitlement, nor twice the number of paid days, but rather twice the pay over the same number of days and weeks entitlement.

A part-time employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement. Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time. For greater clarity, actual vacation entitlement will be based on years of service. Accumulated hours shall only govern the amount of vacation pay for the current vacation year.

1507

The Employer will post a projected vacation entitlement list by March 1st. Employees shall indicate their preference by March 31st to state vacation preference. An employee who fails to indicate her choice of vacation by March 31st shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Vacation requests received after March 31st shall be granted on a first come, first served basis and shall be responded to within two (2) weeks after the posting of the approved vacation schedule, or within two (2) weeks of receipt of the request, whichever comes later.

Any remaining vacation entitlement that has not been requested by **November 30th** of the **current** year shall be scheduled by the Employer prior to the end of the current vacation year. In all granting of vacations, the proper, safe and efficient operating requirements of the Home shall be given first consideration. **On or before November 1st of each year, the Employer shall provide notification to employees to request the scheduling of their remaining vacation.**

- 1508** 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.
- 1509** It is understood and agreed that during the months of July and August in any given year any individual entitled to three (3) weeks' or four (4) weeks' vacation may take a maximum of two (2) weeks' vacation. Any vacation taken in excess of two (2) weeks must be mutually agreed upon. No vacation shall be granted from December 20th to January 10th of the following year.
- 1510** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period only and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.
- 1511** Notwithstanding the above clauses, the Employer and the employees may make arrangements for additional unpaid vacation.
- 1512** **An employee who is absent from employment which is covered by LTD, WCB or MPI and for whom the said absence will extend beyond the time scheduled for the employee's vacation, may request that the vacation be cancelled and the Employer shall do so. The Employer and the employee will either endeavour to agree to another time for vacation to be scheduled during the vacation year and following the employee's return to work, at a time consistent with the necessities of the operation of the Home, on failing such agreement the Employer will, at its discretion, schedule the vacation or pay out the vacation.**
- 1513** Employees will continue to accrue earned vacation while on vacation.
- 1514** Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, in accordance with the Manitoba *Employment Standards Code*.

ARTICLE 16 - GENERAL HOLIDAYS

- 1601** For purposes of this agreement, recognized paid holidays shall be:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If another federal or provincial holiday is proclaimed by the authorities during the term of this agreement, such additional proclaimed holiday will replace "Easter Monday" or "Boxing Day". The intent is that there will be no more than twelve (12) holidays per calendar year for the duration of this agreement.

- 1602 A "full-time" employee required to work on a recognized holiday, referred to in 1601, shall be paid at the rate of one and one-half (1½) times her basic pay and in addition, shall receive one (1) day off at her basic rate of pay.
- 1603 Whenever a recognized holiday falls on her scheduled days off, she shall receive an extra day off in lieu thereof. Such holiday will be scheduled within a thirty (30) day period following the holiday. Such holiday may be paid out at straight time if mutually agreed between the Employer and employee concerned.
- 1604 If a recognized holiday falls during an employee's vacation, the holiday shall be banked.
- 1605 A full-time employee will be allowed to bank four (4) general holidays per year for their future use at a time mutually agreed between the Employer and the employee, and will be subject to the availability of replacement staff. Requests for specific days off duty shall be submitted in writing at least fourteen (14) days prior to the date requested, **unless mutually agreed otherwise between the Employer and the employee.** Approved days off will not be changed unless mutually agreed. It is understood that the application of this clause will not have additional cost implications for the Employer. Any such days in excess of four (4) shall either be taken at a time mutually agreed to by the Employer and the employee or, failing such agreement, shall, at the choice of the **Employer**, be either paid out or scheduled by the Employer.
- 1606 In case of family emergency, an employee may utilize two (2) banked general holidays without fourteen (14) days prior notice subject to the availability of replacement staff and approval by Management. It is understood that the application of this clause will not have additional cost implications for the Employer. **Such request will not be unreasonably denied.**

ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS

- 1701 Each employee shall accumulate income protection credits at the rate of one and one-quarter (1¼) days for each full month of employment to a maximum of sixty (60) days.
- 1702 An employee shall be entitled to payment of her regular salary during absence from work due to personal illness or injury sustained by her, to the extent that she has accumulated income protection credits, as specified in Article 1701.

- 1703 An employee who is unable to report for work due to illness shall inform her supervisor **a minimum of** one (1) hour prior to the commencement of her day shift, three (3) hours prior to the commencement of her evening shift, and three (3) hours prior to the commencement of her night shift. An employee who fails, without valid reason, to give notice as specified will not be entitled to receive income protection benefits for the shift(s) in question.
- 1704 The Employer reserves the right to require a medical examination by a qualified medical practitioner, chiropractor or a medical certificate or report on the form prescribed by the Employer as proof of the validity of any claim for income protection and may result in a refusal of **payment of income protection for that incident.**
- 1705 If an employee is to be absent for illness for a period exceeding her income protection she must request, or cause someone on her behalf to request, a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.
- 1706 Upon request, the Employer shall provide the employee the amount of her accrued income protection.
- 1707 An employee may use up to three (3) days of income protection per calendar year for the purpose of tending to the employee's spouse, child or parent in the event of illness, subject to the provisions of 1701.
- 1708 The Employer reserves the right to require a fitness certificate, provided by the Employer, to be completed by a physician as proof of the employee's fitness to work. The Employer will reimburse the employee for such fitness certificate upon producing a receipt.
- 1709 **MPI Advance**
- (a) **In the event an employee is absent from duty because of non-occupational personal injury in respect of which wage loss benefits may be payable to the employee by Manitoba Public Insurance, the liability of the Employer to issue sick leave benefits for lost wages shall rank second after the primary insurer, MPI. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Collective Agreement. To the extent that the employee recovers monies from MPI as compensation for lost wages, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated. The onus is on the employee to keep the Employer informed of the MPI claims adjudication process and their decision.**

- (b) **The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount advanced or by repayment to the Employer immediately upon receipt of MPI payments.**
- (c) **In the event MPI disallows the claim, including exhausting any appeals, the employee shall be paid for the absence in accordance with the income protection provisions of the Agreement and the Employer shall recover the total of advance by payroll deductions.**

ARTICLE 18 - PROBATIONARY PERIOD

1801 A newly hired full-time employee must successfully complete a probationary period of three (3) months. A newly hired part-time employee must successfully complete a probationary period of five hundred and twenty (520) hours worked. On or before the expiry date of the initial probationary period, the Employer will confirm to the employee the decision to:

- (a) confirm her appointment as having completed her probation; or
- (b) extend the probationary status for an additional two months upon written notification to the Local President of the Union which extension shall not be the subject matter of a grievance; or
- (c) terminate the employee at its sole discretion, which termination shall not be the subject matter of a grievance under this Agreement or the *Employment Standards Code*.

Upon completion of the probationary period seniority shall be effective from the original date of employment of the part-time and full-time employees.

- 1802 (a) All newly hired employees working in their probationary period shall not be entitled to sick leave until the probationary period is completed.
- (b) Periods of absence, including WCB, shall not be included in the determination of the probationary period.

ARTICLE 19 - LEAVES OF ABSENCE

1901 An employee will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer, unless otherwise indicated in the Agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance.

The Employer shall notify the employee of its decision in writing within seven (7) working days of the request being made. The granting of such leave shall not be unreasonably withheld and will be subject to the availability of replacement staff and will not result in additional costs to the Employer.

1902

Maternity/Parental Leave

- (a) A female employee who is the natural mother of the child shall be entitled to receive maternity leave of seventeen (17) continuous weeks and parental leave of thirty-seven (37) weeks, without pay, subject to the following conditions:
 - (i) An employee must have completed seven (7) continuous months of employment as of the date of leave unless otherwise agreed to by the Employer; and
 - (ii) The employee must provide written notice of not less than four (4) weeks prior to the intended date of commencement of leave. Less notice can be provided if there is an urgent medical reason for doing so.
- (b) An employee may end her maternity leave earlier than the day set out in 1902 (a) by giving the Employer written notice at least two (2) weeks or one (1) pay period (whichever is longer) before the day she wishes to end the leave.
- (c) An employee who adopts a child under the laws of the Province of Manitoba or becomes the natural parent of a child is entitled to parental leave of thirty-seven (37) continuous weeks provided they meet the criteria of 1902 (a) (i) and (ii).
 - (i) If an employee provides less than four (4) weeks' notice required under 1902 (a) (ii) then the thirty-seven (37) weeks' entitlement will be reduced by the number of days the notice is less than four (4) weeks; and
 - (ii) In the case of adoptive leave an employee who submits a written request for such leave will be allowed to commence their leave with at least one (1) day's notice provided the written request is made when adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings. This clause in no way restricts an employee's right to thirty-seven (37) weeks entitlement provided they meet the criteria outlined in 1902 (a) (i) and (ii).

An employee may end their parental leave earlier than thirty-seven (37) weeks outlined in this Article provided that they provide at least two (2) weeks written notice prior to the date he/she returns to work.

- (d) If an employee wishes to resume employment after maternity leave the Employer shall, where possible, reinstate the employee to the position occupied when the leave began or a comparable position with not less than the wages and any other benefit earned by the employee immediately before the leave began.

1903

Bereavement Leave

Upon request, a leave of absence with pay of up to four (4) **consecutive** working days, **ending** the day after the funeral, shall be granted to full-time or part-time employees in the event of the death of a spouse, **same sex partner**, child, fiancée, grandchild, mother-in-law and father-in-law, **sister-in-law, brother-in-law**, common law spouse, parent, grandparent, and sibling. One (1) day's leave will be granted in the event of the death of an aunt, uncle, **niece, nephew** or former legal guardian.

The employee shall be paid for shifts during the leave, which the employee would otherwise have worked.

The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore, **other** leaves of absence **under Article 19**, illness, and regularly scheduled days off shall be taken into consideration and shall reduce in part or in total the number of days paid for.

Necessary time off up to **eight (8) hours in a day** with pay may be granted to an employee to attend a funeral as a pallbearer **and one-half (1/2) day for a mourner**.

Where the funeral is out of province or country, an additional two (2) days' leave without pay may be granted for the purpose of travel time.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is to be held at a later date.

1904 Jury and Witness Duty

An employee required to serve as a juror or witness in any court of law shall receive leave of absence at her basic pay, and remit to the Employer any payment received except reimbursement of expenses. The employee shall be required to notify the Employer immediately upon the employee's notification that she will be required to attend at Court.

1905 Union Leave

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. The Employer will continue to pay the employee subject to total recovery of payroll and related costs by the Employer from the Union.

1906 Leave re: Public Office

An employee will be granted unpaid leave of absence to enable her, if nominated, to campaign for public office and, if elected, to serve her term(s) of office.

1907 Leave re: Citizenship

An employee shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

1908 Employees will continue to accrue vacation credits, income protection credits while on any paid leave of absence.

1909 It is understood that over-staying on a leave of absence without valid reason may be deemed a resignation.

1910 Compassionate Care Leave

An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.

- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practise medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) the family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabiting with him or her in a conjugal relationship of some permanence;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.

- (f) Unless the employee and the Employer otherwise mutually agreed, an employee may end her or his Compassionate Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice of her or his expected return. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1903.
- (i) In the event of conflict with the *Employment Standards Code* and Regulations thereunder and this section, the *Employment Standards Code* and Regulations thereunder shall prevail.

1911 Employees who are on an unpaid leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement and her employment relationship shall be considered severed.

1912 Domestic Violence

An employee who is a victim of domestic violence and who has worked for the Employer for at least ninety (90) days shall be entitled to domestic violence leave according to the terms and conditions of the *Employment Standards Code*.

ARTICLE 20 - SENIORITY

- 2001 Seniority is defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.
- 2002 Seniority shall be considered as a factor in matters of promotion, demotion, transfer, layoff and recall, and if other criteria, specifically skill, ability and qualifications are equal, seniority shall be the determining factor.
- 2003 Seniority of an employee will be retained and will accrue if:
- (a) she is on any period of paid leave of absence;

- (b) she is on any period of paid income protection;
- (c) she is on Workers' Compensation for a period of up to two (2) years;
- (d) she is on any period of paid vacation;
- (e) she is on any period of unpaid leave of absence of less than four (4) weeks;
- (f) she is on any period of approved leave of absence for Union purposes of up to one (1) year;
- (g) she is on an approved parenting leave;
- (h) she is filling a temporary vacancy of a person on parenting leave who is out of the bargaining unit.

2004 The seniority of an employee will be retained but will not accrue if:

- (a) she is on any unpaid leave of absence in excess of four (4) weeks;
- (b) she is on Workers' Compensation for a period of more than two (2) years;
- (c) she is laid off for less than one (1) year;
- (d) during the first six (6) months after an employee is promoted or transferred to an out of scope position;
- (e) she is on any period of approved leave of absence for Union purposes of more than one (1) year.

2005 The seniority of an employee will terminate if:

- (a) she resigns;
- (b) she is discharged and not reinstated under the grievance/arbitration procedure;
- (c) she is laid off for more than one (1) year;
- (d) she fails to report for work as scheduled at the end of a leave of absence, vacation, suspension or layoff without an explanation satisfactory to the Employer;
- (e) she is promoted or transferred out of the Bargaining Unit and has completed six (6) months in the new position;

- (f) she is absent from work without a written and/or approved leave of absence from the Employer for more than three (3) **consecutive shifts for full-time and two (2) consecutive shifts for part-time** unless a reasonable explanation can be provided by the employee.
- (g) **is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.**

2006 The Employer agrees to maintain a seniority list, showing total accumulated regular paid hours for each employee. An up-to-date seniority list shall be sent to the Union in April and October of each year during the term of the agreement.

ARTICLE 21 - TERMINATION

2101 An employee may terminate her employment with the Home by giving two (2) weeks' written notice or the employment of an employee may be terminated by the Employer giving the employee two (2) weeks written notice.

2102 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee, or
- (b) in the event an employee is dismissed for just cause;
- (c) during the probationary period of a new employee.

2103 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

2104 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 22 - LAYOFF AND RECALL

2201 In the event that an employee is laid off, the employee shall be given two (2) weeks' notice for layoffs of six (6) weeks or less; for layoffs of longer than six (6) weeks - four (4) weeks' notice shall be forwarded to the Union.

2202 When reducing staff, senior employees shall be retained providing the senior employees are qualified, competent and willing to perform the required work.

- 2203 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.
- 2204 The employees laid off in accordance with Article 2201 shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.
- 2205 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each six (6) months thereafter.
- 2206 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, to the person's recorded address and must be prepared to begin work at a time designated by the Employer.
- 2207 The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in 2206; and
 - (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.
- 2208 The seniority of an employee, who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification than she held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 2209 Reduction of Hours
- (a) In the event that a full-time employee has her hours of work reduced, the employee shall be given four (4) weeks' notice and a copy of such notice shall be forwarded to the Union.
 - (b) No new employee shall be hired until those employees who have had their hours of work reduced be given the opportunity to regain the hours lost in order of their seniority provided the employee has the qualifications and ability to perform the required duties.
 - (c) In the event of a deletion of an occupied position or reduction of hours, as much notice as possible shall be given to the incumbent who will be entitled to exercise her seniority rights, subject to her ability, performance and qualifications, to displace an employee in a position of equal or lower

classification. Any employee thus displaced shall also be entitled to exercise her seniority rights.

2210 In no case shall an employee on layoff be recalled to a higher classification.

ARTICLE 23 - POSTING AND VACANCIES

2301 The Employer agrees to post notices of vacant or new positions covered by this Agreement which it intends to fill for at least seven (7) full calendar days to enable employees to make written application for the new position or vacancy. This article shall not preclude the Employer from advertising outside the premises. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of posting.

2302 Senior employees shall be given preference in connection with new positions, vacancies, promotions, layoffs and recall following layoffs provided, in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualification, ability and employment record of any of the competing applicants are equal.

2303 All promotions or transfers to a different classification are subject to a three (3) month trial period in the case of a full-time position and five hundred and twenty (520) worked hours trial period in the case of a part-time position.

All transfers to the same classification are subject to a thirty (30) calendar day trial period.

Conditional upon satisfactory performance, she shall be declared permanent after the trial period.

During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former position, she shall be returned to her former position without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

ARTICLE 24 - PERFORMANCE APPRAISAL

2401 An Employer shall complete a written appraisal of an employee's performance at least once annually. Upon request the employee shall be given an exact copy of the appraisal.

2402 The employee shall have an opportunity to read such document.

- 2403 The employee's signature on such document merely signifies that the contents of the document have been read.
- 2404 If the employee disputes the appraisal, she may file a reply to the document.
- 2405 Individual merit increases for all new employees as outlined in Wage Schedule "A" shall be implemented at the commencement of the next pay period following the employee's increment date, provided the employee has in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, performed satisfactorily in her job in the preceding year. The Employer may, for just cause, withhold an increment for a maximum of one (1) month.

ARTICLE 25 - LABOUR MANAGEMENT COMMITTEES

- 2501 The 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. In addition, the National Representative of the Union or the Provincial Director of the Employer may attend, provided each party gives reasonable notice of such attendance to the other.

ARTICLE 26 - SALARIES AND INCREMENTS

- 2601 Employees shall be paid in accordance with the salary schedule as outlined in Appendix "A" forming part of the Agreement.
- 2602 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Appendix "A" (Schedule of Salaries).
- 2603 Increments as specified in Salary Schedule Appendix "A" shall be calculated on the basis of one (1) increment for each 2,080 paid hours. The increase as outlined in this clause will be paid within the following two (2) pay periods.

ARTICLE 27 - STAFF MEETINGS AND IN-SERVICE DAYS

- 2701 **When an employee, at the Employer's request, attends an in-service training session outside the employee's normal hours of work the employee shall be paid for time in attendance.**

ARTICLE 28 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

Unless specifically dealt with in this Collective Agreement, the following shall apply:

2801 Income Protection in Case of Illness

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

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

2802 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

2803 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

2804 Part-time employees working additional shifts accrue additional vacation pay, not additional time. A part-time employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement.

2805 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 14.

2806 Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available. Such additional hours will be offered on the basis of seniority with the most senior employee being offered first choice of refusal.

2807 General Holidays for Part-time Employees

Part-time employees will be paid four percent (4%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheck.

ARTICLE 29 - DISCIPLINE AND ACCESS TO PERSONNEL FILE

2901 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative.

- 2902** If the action referred to in the above clause results in a written warning, suspension, demotion, or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons.
- 2903** An employee shall have the right to have access to and review such portions of her personnel file as may be the basis for disciplinary action against the employee. The employee shall have the right to respond in writing to any such documentation contained therein and such reply shall become part of the permanent record. The employee shall have the right to examine any document in her file containing a derogatory entry and her written response received by the Employer shall be placed on the file. The employee may request to have a copy of any pertinent information in her file.
- 2904** Disciplinary records for employees shall not be used in future disciplinary action provided the employee has maintained a disciplinary-free record of employment for twenty-four (24) consecutive months of work service from the date any discipline action was issued.

ARTICLE 30 - SUBCONTRACTING OUT

- 3001** Should the Employer find it necessary in the interest of resident care, reduction of cost or increased efficiency to transfer work to outside agencies or third parties, it will notify the Union, at least sixty (60) days in advance of such change.
- 3002** The Employer guarantees that all employees will receive sixty (60) days' notice.
- 3003** The Employer will endeavour to place those affected employees into other vacant positions within the Home, providing the employees meet the required qualifications.
- 3004** The Employer and the Union will meet and enter into discussion to assure as smooth a transition as possible for the employees so affected.

ARTICLE 31 - UNIFORMS

- 3101** Where the Employer requires that an employee wears a uniform while on duty, the Employer shall provide such employee with a uniform allowance of **nine** cents (**\$.09**) per hour for all hours worked. The employee will be responsible for the laundering and maintenance of her uniform.

ARTICLE 32 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

The Employer shall establish a Group RRSP effective March 1, 2003 for all full-time and part-time employees who have successfully completed the probationary period of employment. Participation in the Plan is voluntary, however, once an employee opts into the plan he/she must remain in for the duration of his/her employment with Kildonan Personal Care Centre.

Commencing the first full pay period following the date of ratification, contributions shall be as follows:

Employer contributions - five percent (5%) of earnings up to the yearly maximum pensionable earnings (YMPE)

Employee contributions - five percent (5%) of earnings up to the yearly maximum pensionable earnings (YMPE)

The employee may make additional personal contributions to the Retirement Plan beyond five percent (5%) after the successful completion of their probationary period. Additional contributions made by the employee will not be matched by the Employer.

ARTICLE 33 - SAFE WORK

3301 The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of Management, employees and the Union.

The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

The Employer has a responsibility to provide to all workers such information, instruction, training, supervision, and facilities to ensure, so far as is reasonably practicable, the safety, health, and welfare at work of all workers in accordance with the Manitoba *Workplace Safety and Health Act*.

The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

The employees shall, where required, use all devices and wear all articles of clothing and/or personal protective equipment designated and supplied for their protection.

The employees must familiarize themselves and keep current as to changes in their work environment as it relates to equipment and job expectations.

Nothing in this article shall preclude any obligation under the Manitoba *Workplace Safety and Health Act*.

ARTICLE 34 - PAY ERRORS

3401 In the event that an error on an employee's pay is eight (8) hours or greater, the correction will be made within forty-eight (48) hours after the underpayment comes to the Employer's attention (if reasonably possible). If error in pay is under eight (8) hours, the error will be corrected on the next pay. If an employee is overpaid, the Employer will collect the overpayment after it has made reasonable efforts to arrange a repayment schedule with the employee. In the event the employee will not arrange a repayment schedule with the Employer, the Employer will collect the overpayment.

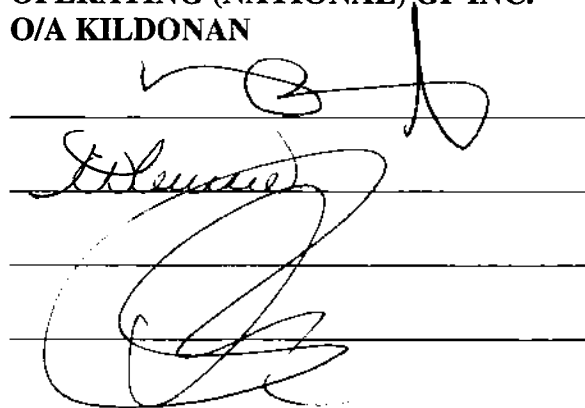
ARTICLE 35 - HEALTH CARE BENEFITS

3501 Life Insurance

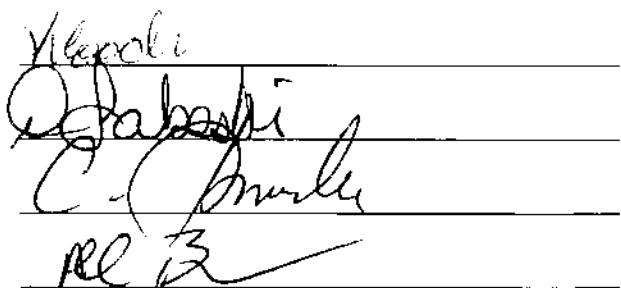
The Employer agrees to pay one hundred percent (100%) of the cost of a basic life insurance policy for all eligible employees in the amount of one (1) times the employee's annual earnings.

THIS AGREEMENT SIGNED THIS 16 DAY OF November, 2018.

**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**



**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**



APPENDIX "A" - HOURLY WAGES
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860
AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN

Classification	Level	Nov 1/14	Nov 1/15	Nov. 1/16	Nov. 1/17	Nov. 1/18	May. 1/19
		1%	0.00%	1.50%	2.65%	2.75%	1.60%
Aide 1	Start	13.61	13.61	13.81	14.18	14.57	14.80
Food Service	1 Yr	14.25	14.25	14.46	14.85	15.26	15.50
	2 Yr	14.87	14.87	15.09	15.49	15.92	16.17
	3 Yr	15.51	15.51	15.74	16.16	16.60	16.87
	4 Yr	16.11	16.11	16.35	16.78	17.25	17.53
		1%	0.00%	1.50%	2.65%	2.75%	1.60%
Aide 2	Start	14.31	14.31	14.52	14.91	15.32	15.56
Untrained HCA Leisure A	1 Yr	14.60	14.60	14.82	15.21	15.63	15.88
	2 Yr	15.06	15.06	15.29	15.69	16.12	16.38
	3 Yr	15.43	15.43	15.66	16.08	16.52	16.78
	4 Yr	16.07	16.07	16.31	16.74	17.20	17.48
			0.00%	1.50%	2.65%	2.75%	1.60%
Aide 3	Start	16.96	16.96	17.21	17.67	18.16	18.45
Trained HCA Leisure A Volunteer Coordinator Rehabilitation Aide	1 Yr	17.24	17.24	17.50	17.96	18.46	18.75
	2 Yr	17.78	17.78	18.05	18.52	19.03	19.34
	3 Yr	18.44	18.44	18.72	19.21	19.74	20.06
	4 Yr	18.93	18.93	19.21	19.72	20.27	20.59
		1%	0.00%	1.50%	2.65%	2.75%	1.60%
Cook	Start	17.76	17.76	18.03	18.50	19.01	19.32
	1 Yr	18.26	18.26	18.53	19.03	19.55	19.86
	2 Yr	18.76	18.76	19.04	19.55	20.08	20.40
	3 Yr	19.25	19.25	19.54	20.06	20.61	20.94
	4 Yr	19.78	19.78	20.08	20.61	21.18	21.52

The starting salary of a newly hired employee shall recognize recent and relevant experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

Length of Experience

Less than 1 one year
 1 Year within the past 2 years
 2 Years within the past 3 years
 3 Years within the past 4 years
 4 Years within the past 5 years

Starting Rate

Start rate
 1 Year rate
 2 Year rate
 3 Year rate
 4 Year rate

It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and relevant experience within three (3) calendar months of employment in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to any recognition.

LETTER OF UNDERSTANDING**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860****AND****AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN****RE: VIOLENCE IN THE WORKPLACE**


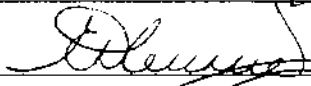

The parties hereby agree as follows:

1. The Employer has a responsibility to provide a safe workplace and to take both remedial and preventative action in violence against employees.
2. All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee. The Employer agrees that the Health and Safety Committee shall concern itself with all matters relating to violence to staff.
3. Procedures for dealing with incidents of violence will be developed. Specifically:
 - (a) the responsibility of the Employer and the employee;
 - (b) who will inform the Employer;
 - (c) who will call the police;
 - (d) who will look after the medical needs of the employee;
 - (e) what reports will be made and by whom.
4. Counselling and support will be available to help victims recover from such incidents in cases where preventative measures have failed to prevent violent incidents.
5. Education will be provided to employees so they are aware of their responsibility to intervene when residents are aggressive. An emergency response plan to deal with aggressive residents will be developed using an in-home team or by contacting the police.
6. Employees coming in contact with potentially abusive/aggressive behaviour will be trained in security or self-protection.

- 7. **The Employer will provide in-service training on dealing with violent residents and will endeavour to provide information on residents with a history of abusive behaviour. The employee shall keep current of residents' care plan in order to familiarize themselves with any changes in the residents' care plan.**


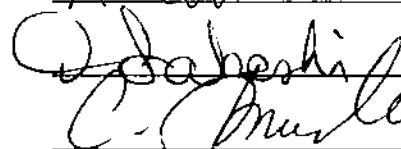
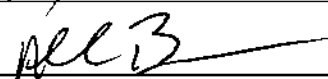
Dated at Winnipeg this 16 day of November, 2018.

**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**

AB/sc/cope 491

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860

AND

**AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN**

RE: HEALTH CARE PLAN

The Health Care Plan, including a dental plan and Group Term life benefits shall be provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

Three hundred and fifty dollars (\$350) chiropractor and massage therapy every twelve (12) months.

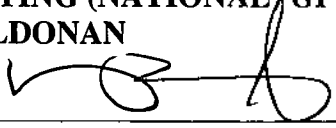
Basic and Enhanced Plans

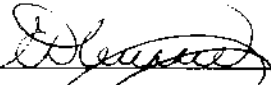
Employees will be reimbursed for prescription drugs that legally require a prescription at eighty percent (80%). No annual maximum.


Two hundred and fifty dollars (\$250) vision every twenty-four (24) months.

Dated at Winnipeg this 16 day of November, 2018.

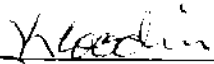
**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**

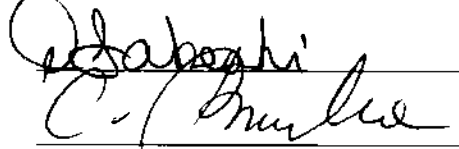







**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**







LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860

AND

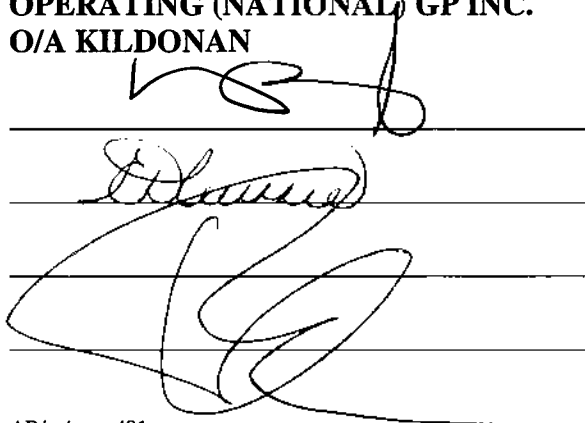
**AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN**

RE: DISABILITY INSURANCE

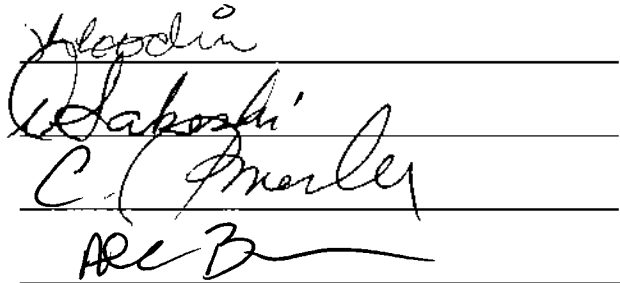
The Employer will maintain an LTD plan with a carrier of the Employer's choice. The Employer will pay 1.3% and the employees 1.0%.

Dated at Winnipeg this 16 day of November, 2018.

**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**



**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**



LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860

AND

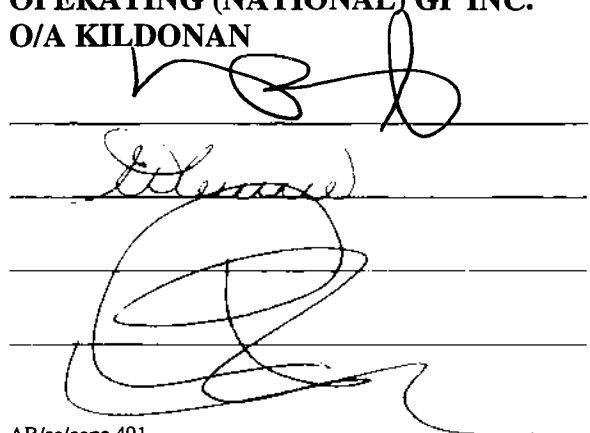
**AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN**

RE: JOB DESCRIPTIONS

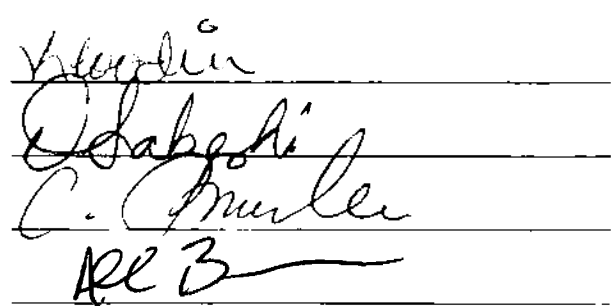
The Employer shall provide the Local Union President with a copy of current job descriptions for positions covered within the bargaining unit once annually when so requested by the Local President.

Dated at Winnipeg this 16 day of November, 2018.

**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**



**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**



LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4860

AND

**AXR OPERATING (NATIONAL) LP BY ITS GENERAL PARTNER
AXR OPERATING (NATIONAL) GP INC. O/A KILDONAN**

RE: RETIREMENT BONUS

Effective November 1, 2015, a Retirement Bonus will be awarded to an employee, who at the date of retirement:

- (a) Has at least ten (10) years of service; and**
- (b) has reached the age of fifty-five (55).**

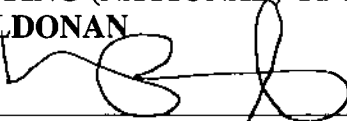
The amount of payment shall be calculated on the basis of four (4) days for each year of service that the employee completed following November 1, 2015. The calculation shall be based on the employee's regular rate of pay at the time of retirement and shall be to a maximum of twenty-four (24) days. The payment shall be pro-rated for part-time employees. (By way of example, a full-time employee who has at least 10 years' service retires 2 ½ years following November 1, 2015, at the age of fifty-eight (58), and for whom the regular rate of pay is \$10 per hour, will be entitled to a bonus of eight (8) days calculated at \$10 per hour.

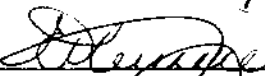
In the event of death, pre-retirement benefit shall be paid to the employee's estate.


In the event that Manitoba Health and/or the Winnipeg Regional Health Authority (WRHA) discontinue or withdraw support for the Retirement Bonus, in whole or in part, this Letter of Understanding will become null and void and the Employer will have no further obligations effective immediately. In the event that Manitoba Health and/or the Winnipeg Regional Health Authority (WRHA) withdraws funding for retirement bonus the parties will meet to discuss the implications of this funding withdrawal.

The Employer will provide written confirmation of any formal written withdrawal from Manitoba Health and/or the Winnipeg Regional Health Authority (WRHA).

**FOR:
AXR OPERATING (NATIONAL) LP
BY ITS GENERAL PARTNER AXR
OPERATING (NATIONAL) GP INC.
O/A KILDONAN**







AB/sc/cope491
October 31, 2018

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4860**

