

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CUPE** / Canadian Union  
/ of Public Employees  
**LOCAL 3753-03**

**AND**

**RIVER EAST PERSONAL CARE HOME  
(Dietary Aides, Cooks, and Homekeepers)**

***JANUARY 1, 2022 to DECEMBER 31, 2024***

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**PREAMBLE**

The primary purpose and concern of the Employer is service to the individual resident. The Union recognizes that the Employer is an organization devoted to the care of the aged and infirm and, it is clearly understood that at all time and under all circumstances, the Employer, the Union and the employees shall give first consideration to the welfare of the resident. It is also, the desire of the parties to encourage the efficiency of the operation and to promote the morale, well-being and security of all employees within the terms of the Collective Agreement.

**ARTICLE 1 - SCOPE OF RECOGNITION**

- 101 The Employer recognizes the Canadian Union of Public Employees and its Local 3753-03 as the sole bargaining agent for employees as defined in the Manitoba Labor Board certifications No. MLB-6688 and 6762 and employed in classifications outlined in Schedule "A" attached to and forming part of this Agreement.
- 102 The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.
- 103 Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for instruction or for resolving emergencies or where regular employees are not available.

**ARTICLE 2 - DURATION**

- 201 Except for specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Employer and the Union exchange notice of ratification by their principals of a memorandum of settlement achieved in collective bargaining, up to and including December 31, **2024**, and from year-to-year thereafter unless notice, in writing, is given pursuant to Article 202.
- 202 Should either party desire to propose amendments to this Collective Agreement, they shall give notice in writing to the other party not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiration date of this Collective Agreement.
- 203 Where notice to amend the Collective Agreement is given in accordance with Article 202, the parties hereto agree that the Collective Agreement shall remain in full force and effect after the expiry date until:

- (a) a new Collective Agreement is reached between the parties hereto;
- (b) a strike is declared by the Union by giving the Employer seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (c) a lockout is declared by the Employer by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lockout.

204 If notice is not given as required in 202, the Collective agreement shall be renewed without change for a further period of one (1) year.

205 This Collective Agreement may be amended during its term by mutual agreement of both Employer and Union in writing.

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

301 Except as otherwise specifically provided in this Agreement, the Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively by the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter, and enforce from time to time rules and regulations, policies, and practices to be observed by its employees; discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, select employees for positions excluded from the bargaining unit;
- (c) determine the direction of working forces, the schedule of operations, the number of shifts, job content, quality and quantity, standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked.

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

**ARTICLE 4 - UNION DUES**

- 401 (a) The Employer shall deduct from the wages of each employee in the unit affected by the Collective Agreement, an amount equal to the current biweekly union dues as determined by the Union.
- (b) Such dues shall be forwarded to the CUPE National Ottawa office within four (4) weeks of the end of the month in which the deductions were made, together with a list of the names of the employees from whom deductions have been made.
- 402 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 deductions are to be made. The amount of deduction of union dues will be certified to the Employer over the signature of an authorized officer of the Union.
- 403 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 might incur as a result of such deduction.
- 404 The Employer shall include the amount of the Union dues paid by each employee during the relevant year on the Income Tax T4 Slips.

**ARTICLE 5 - UNION REPRESENTATION**

- 501 The Union agrees to provide the Employer with a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 502 The Employer shall be obliged to recognize only the Union representatives of whom it has been so notified. A Union representative must be an employee of the Employer.
- 503 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 his/her immediate supervisor. 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 7 hereof.

- 504 The Employer agrees that the Union may use the notice board in the space provided by the Employer to post thereon notices relating to Union matters. The Union shall not post notices which are objectionable to the Employer.
- 505 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 he/she has received the permission of the Administrator or his/her delegated representative. Such permission will not be unreasonably withheld.
- 506 The Union agrees that no employee or Union official will solicit membership in the Union or engage in any Union business or activity on Employer time during his/her working hours or during the working hours of any employee.
- 507 All correspondence arising out of this Agreement shall pass to and from the Administrator or designate and the Secretary of the Local Union or delegate.
- 508 The President or designate of the Local Union shall be granted up to fifteen (15) minutes at a time designated by the Employer in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 509 When meeting with employees to conduct negotiations, the Employer will pay the President or designate and the Union will pay three (3) other employees to be entitled to a leave of absence without loss of regular pay or benefits to attend as a representative of CUPE. Such employees shall be entitled to a leave of absence without loss of regular pay or benefits.
- The Employer will continue to pay the employees subject to total recovery of wages, benefits and other related costs and shall be reimbursed of all said costs for one (1) of the employees.
- 510 The Employer agrees to provide the names, addresses and phone numbers of employees to the Union every six (6) months.

## **ARTICLE 6 - DEFINITIONS**

### **ARTICLE 6A - PROBATIONARY PERIOD**

- 6A01 (a) Probationary period for full-time employees will be for a period of three (3) months from the date of hire.
- (b) Probationary period for part-time employees will be for a period of four (4) months from date of hire.
- (c) Probationary period for casual employees will be for a period of four hundred (400) hours worked, exclusive of overtime.
- (d) During this period, the Employer may, in its sole and exclusive discretion, dismiss, suspend, discipline or demote and such action shall be deemed to be for just cause and therefore shall not be subject to a grievance and/or arbitration.
- 6A02 A full-time and part-time employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 6A03 Employees shall not be eligible to apply for transfer during their probationary period.
- 601 The word "employee" shall mean a person covered by this Agreement.
- 602 The words "full-time employee" shall mean a person covered by this Agreement who regularly and recurrently works the full-prescribed biweekly hours as specified in Article 10, exclusive of overtime.
- 603 The words "part-time employee" shall mean a person who, on a regular and recurring basis, works less than the full prescribed biweekly hours, as specified in Article 10, exclusive of overtime.
- 604 The words "casual employee" shall mean a person who is called occasionally to replace an absent employee. The word "absent" shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc. and shall not include an employee's normal rest days.
- 605 The words "term employee" shall mean a person who is employed for a specific time period or until completion of a particular project to a maximum of eight (8) months. No employee shall be laid off and rehired for the purpose of extending the period of temporary employment.



The duration of term position may be extended by mutual agreement of the parties in writing.

606 "Biweekly period" shall mean two (2) calendar weeks constituting a pay period.

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

608 The words "basic hourly rate of pay" shall mean the hourly rate of pay applicable to the employee as set out in Schedule "A".

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

701 For the purpose of this Agreement, a grievance shall hereafter mean any dispute regarding the interpretation, application or alleged violation of this Agreement.

702 Unless dismissed or suspended by the Employer an employee shall continue to work in accordance with this Agreement until such time as the controversy may have been settled between the representatives of the Employer and the Union.

### 703 Discussion Stage

Within twenty (20) days of the occurrence of the incident giving rise to the dispute, the employee shall attempt to resolve the dispute with his/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 discussion must be initiated within ten (10) days of the employee becoming aware of the situation giving rise to the incident of dispute.

### 704 Step One

If the dispute is not resolved within five (5) days from the time of the discussion with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) days, submit the grievance in writing to the Administrator or his delegated representative.

### 705 Step Two

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

- 706 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Administrator or designate at Step One within ten (10) days of the discharge or suspension.
- 707 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Administrator or designate at Step One.
- 708 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure.
- 709 The word "days" as used in Article 7 Grievance Procedure and 8 Arbitration Procedure shall mean working consecutive calendar days, other than Saturdays and Sundays or a General Holiday specified in Article 13.
- 710 The forgoing time limits may be extended by written mutual consent of the grievor(s) or Union and the Employer.

#### **ARTICLE 8 - ARBITRATION PROCEDURE**

- 801 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 a three-person Board of Arbitration. The use of a three-person Board of Arbitration will be subject to mutual agreement of the parties.
- 801 If the parties agree to a three-person Board of Arbitration, each party shall notify the other of its nominee to an Arbitration Board (hereafter called the "Board") within ten (10) days of that agreement. Within ten (10) days following their nomination, the nominees to the Board shall select a mutually acceptable appointee as chairperson.
- 802 If either party fails to name its nominee to the Board, or if the nominees cannot agree on a chairperson, the Minister of Growth, Enterprise and Trade shall be requested to make the necessary appointment(s).
- 803 It is mutually agreed by both parties to this Agreement that the majority decision of the Board shall be final and binding upon the Employer, the Union and the grievor(s).

- 804 The arbitrator or the Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to alter, enlarge, modify or amend the provisions of the Agreement nor deal with any matter not covered by this Agreement.
- 805 Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except that the cost of the chairperson of the Board shall be shared equally by the Employer and the Union.
- 806 Nothing in this Agreement shall preclude settlement of any grievance by mutual agreement of the parties to this Agreement in any manner whatsoever or voluntary extension of stipulated time limits.
- 807 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of this Agreement to impose or require the parties to accept a suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agree to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

#### **ARTICLE 9 - CONTINUANCE OF OPERATIONS**

- 901 It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 7 hereof.
- 902 It is further agreed that the Union shall not cause, sanction, or consent to any strikes, stoppages of work or slowdowns.
- 903 The Employer shall not lockout any of its employees while this Agreement is in force.

**ARTICLE 10 - HOURS OF WORK**

1001

- a) **Regular hours of work will be eight (8) hours per day with seven and three quarters (7.75) hours paid. This is inclusive of one (1) paid meal period, one (1) paid rest period and one (1) unpaid rest period.**
- b) **Employees will receive a fifteen (15) minute rest period in each half of an eight (8) hour shift. Employees will receive a thirty (30) minute meal period at approximately the halfway point of a full shift.**
- c) **Rest and meal periods will be scheduled by the Employer based on operational requirements. Rest and meal periods will be taken away from the work station.**
- d) **Biweekly hours for a full-time employee will be seventy-seven and one-half (77.5) hours paid.**

1002

An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at her regular rate of pay.

1003

The shift presently commencing at or about 11 p.m. shall be considered the first shift of each working day.

1004

Shift schedules for a period of not less than four (4) weeks shall be posted at least two (2) calendar weeks before the beginning of the scheduled period. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.

1005

Any proposed exchange of shifts between employees shall be submitted in writing eight (8) hours prior to the proposed exchange to their Supervisor. The proposal must be approved by their Supervisor prior to the shift exchange. Such requests shall not result in any additional costs to the Employer.

Shift exchanges are restricted to two per posted shift schedule. A shift already exchanged cannot be exchanged a second time.

1006

The parties shall work together cooperatively on scheduling issues in order to, as far as is reasonably possible, ensure that the schedule:

- (a) reduce or eliminates split shifts;
- (b) provides consecutive days off;

- (c) fairly distributes day and evening shifts;
- (d) fairly distributes vacation so as to maximize the opportunity to take vacation without interruption, yet at the same time fairly allocating prime vacation time (e.g. summer);
- (e) fairly distributes weekends (a weekend constitutes Saturday and Sunday) and provides every second weekend off;
- (f) provides for adequate coverage of work responsibilities; and
- (g) minimizes overtime.

- 1007 Every employee shall have a minimum of fifteen and one-half (15½) hours between shifts, unless otherwise agreed to between the employee and the Employer in writing.
- 1008 During the changeover from Daylight Savings Time to Central Standard Time, or vice versa, an employee shall be paid at her straight time hourly rate of pay for actual hours worked.
- 1009 Where no additional costs are involved, the Employer shall make best efforts to assign required split shifts to employees who are prepared to work them on a voluntarily basis.
- 1010 The Employer will, subject to operational requirements, try to schedule so as to avoid an employee working more than seven (7) consecutive days.

#### **ARTICLE 11 - OVERTIME**

- 1101 Overtime shall be authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 10.
- 1102 Employees shall be paid overtime at the rate of **double (2x)** their basic hourly rate of pay.
- 1103 Employees who work approved overtime may, by mutual agreement, take time off in lieu of overtime pay. This option must be agreeable to the Supervisor or designate and the employee and must be decided upon at the time the overtime is worked, whenever possible.
- 1104 An employee required to work more than three (3) hours overtime immediately following a regular shift shall be provided with a meal.

1105 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

1106 The Employer will make reasonable efforts to avoid overtime but by the nature of its operations it will be required from time to time.

If required, overtime will first be offered to the most senior employee on the shift and thereafter in decreasing order of seniority. If sufficient employees on the shift do not wish to work the overtime, and no other employee is readily available to work the overtime (with the Employer verifying this by making calls to employees who have indicated a willingness to work overtime and casual employees) then if necessary the Employer will assign the work to junior employee(s), and such person(s) must then work the overtime.

Employees may indicate that they are willing to work overtime by submitting availability calendar forms to the Administrator or his/her delegate.

## **ARTICLE 12 - ANNUAL VACATION**

1201 The vacation year shall be from the first (1<sup>st</sup>) day of April in one year to the thirty-first (31<sup>st</sup>) day of March the next year.

1202 (a) Employees who have completed less than twelve (12) months of service on or before March 31<sup>st</sup> of the current year shall be granted .883 days per month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of regular earnings during the vacation year.

(b) Employees with one (1) year of service on or before March 31<sup>st</sup> of the current year shall receive fifteen (15) days. Vacation pay for such employees will be six percent (6%) of regular earnings for the vacation year.

(c) Employees with five (5) years of service on or before March 31<sup>st</sup> of the current year shall receive twenty (20) days. Vacation pay for such employees will be eight percent (8%) of regular earnings for the vacation year.

(d) Employees with (10) years of service on or before March 31<sup>st</sup> of the current year shall receive twenty-five (25) days. Vacation pay for such employees will be ten percent (10%) of regular earnings for the vacation year.

- (e) Employees with eighteen (18) years of service before March 31<sup>st</sup> of the current year shall receive thirty (30) days. Vacation pay for such employees will be twelve percent (12%) of regular earnings for the vacation year.

For the purposes of implementation, accrual of additional vacation time, vacation pay pursuant to Article 1202 (e) shall commence April 1, 2016.

- 1203 Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year. One (1) year of service is equivalent to two thousand and fifteen (2,015) hours paid.
- 1204 The Employer will post a projected vacation entitlement list not later than January 31<sup>st</sup> prior to the vacation cutoff date as per 1201. Employees shall indicate their preferences as to dates by March 15<sup>th</sup>. An employee who fails to indicate his/her vacation choice of vacation by March 15<sup>th</sup> shall not have preference in the choice of vacation time, where other employees have indicated a preference. All remaining vacation must be requested at least five weeks in advance of the posted shift schedule. In addition, those who have not submitted their requests by November 30<sup>th</sup> shall have their vacation scheduled by the Employer.
- 1205 The Employer will post an approved vacation schedule by April 1<sup>st</sup>. The Employer will give due consideration to employee preferences and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 1206 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 equals one (1) calendar week.  
  
Vacation earned in any vacation year is taken in the following vacation year.  
  
Upon request, an employee may be permitted to retain five (5) days of his/her regular vacation for the purpose of taking such time off for personal reasons, such as religious observances or special occasion.
- 1207 Vacation scheduling will be approved by the Supervisor or designate, giving due consideration to the effective operation of the facility.
- 1208 Vacation time will not normally be scheduled in the period between December 15<sup>th</sup> and January 5<sup>th</sup>, however, this does not preclude an application for leave during this period.

- 1209 In the case of conflict in the choice of vacation dates, the employee with the most seniority in a classification shall be given first preference.
- 1210 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1211 (a) In the event that an employee is hospitalized as an in-patient 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 in-patient hospitalization period and the displaced vacation shall be rescheduled. Proof of such in-patient hospitalization shall be provided if requested.
- (b) Where an employee is subpoenaed for jury duty during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 1212 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.
- 1213 For the purpose of Article 12, regular earnings during the vacation year include all regular hours paid by the Employer except overtime.
- 1214 An employee who suffers a bereavement loss during his/her vacation period and is entitled to bereavement leave under Article 15 shall have his/her vacation extended by the length of the bereavement leave entitlement.

### **ARTICLE 13 - GENERAL HOLIDAYS**

- 1301 River East Personal Care Home recognizes the following general holidays:

New Year's Day  
 Civic Holiday  
 Louis Riel Day  
 Labour Day  
 Good Friday  
 Thanksgiving Day  
**Easter Sunday**  
 Remembrance Day  
 Victoria Day



Christmas Day  
 Canada Day  
 Boxing Day  
**National Day of Truth and Reconciliation**

or any other day proclaimed as a statutory holiday by the Provincial Government.

1302 General Holiday Pay - Full-time Employees

Full-time employees will receive either the designated general holiday scheduled off with pay or, if scheduled to work on the general holiday, will receive one and one-half (1.50) times their regular wages for all hours worked on the general holiday and have another day scheduled off, with pay, in lieu of the general holiday, within thirty (30) days immediately after the holiday at a time mutually agreed to. If mutually agreed to by the Employer and employee, a lieu day may be taken at another time.

1303 If a general holiday falls within the annual vacation of a full-time employee, and the employee would have been entitled to the general holiday had she not been on vacation, then the employee shall receive a day off with pay at a time mutually agreed to, equal to her average daily wage, or receive a day's pay if mutually agreed to.

1304 Full-time employees on any unpaid leave of absence, Workers' Compensation, Manitoba Public Insurance, or any other insurance related compensation payments will not be eligible to receive general holiday pay.

1305 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

1306 A request for a general holiday day off in lieu must be submitted in writing at least ten (10) days prior to the date requested. If it is impossible to schedule as per above by the end of the fiscal year, the employee shall be paid for the stat day(s) at her regular hourly rate of pay.

1307 If an employee has not requested his/her general holiday days by February 1<sup>st</sup>, the employee will be paid for all general holiday days at his/her regular rate of pay before or on the last pay day in the month of March.

- 1308 As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve and January 2<sup>nd</sup> shall be assigned with New Year's Day, unless otherwise mutually agreed.
- 1309 Subject to operational requirements, the Employer agrees to make best efforts to distribute time off as equitably as possible over Christmas and New Year's, endeavoring to grant each employee the maximum amount of consecutive days off, accommodate employee preferences and allow one or the other of those days off for each employee if at all reasonable to do so. Normally scheduled shift patterns may therefore not apply during the holiday season to allow for scheduling during this period.
- Whereas the parties discussed scheduling of a part-time employee's EFT during weeks involving Christmas, Boxing Day and New Year's Day general holidays, the parties hereby agree as follows:
- For the lifetime of the collective agreement, the Employer will continue its practice of scheduling part-time employees their EFT in weeks of the Christmas, Boxing Day, and New Year's Day General Holidays.
- 1310 All employees are required to be available to work on either Christmas Day or New Year's Day each year as determined by the Employer.

#### **ARTICLE 14 - INCOME PROTECTION IN CASE OF ILLNESS**

- 1401 Full-time and part-time employees shall be entitled to payment of his/her basic hourly rate of pay during absence from work due to illness or injury sustained by him/her for which compensation is not payable under Workers' Compensation or by Manitoba Public Insurance (MPI) to the extent that he/she has accumulated income protection credits, as specified in Article 14.
- 1402 A full-time and part-time employee who is unable to attend scheduled work due to illness must give the following period of notice to his/her immediate supervisor or designate prior to the starting time of his/her shift.
- |                |  |
|----------------|--|
| Day Shift:     | Must phone at least one and half (1½) hours prior. |
| Evening Shift: | Must phone at least two (2) hours prior.           |
- 1403 An employee returning to work following an absence of one (1) week or more shall inform the Employer at least twenty-four (24) hours prior to her return to work.

- 1404 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 permission for the employee to resume his/her duties
- 1405 Except for the health-related portion of a maternity leave, income protection benefits are not payable while an employee is on maternity leave. Income protection benefits are not payable while an employee is on paternal leave.
- 1406 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1407 Upon written request, the Employer shall provide the employee, in writing, with the amount of her accrued income protection.
- 1408 Full-time employees shall accumulate income protection at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each one hundred and sixty-eight (168) hours worked.
- 1409 (a) Employees shall make every effort to schedule medical, dental and/or chiropractic examinations, treatments, and/or appointments outside of their scheduled working hours. However, in the case where this is not possible, an employee shall be allowed time off with pay to attend medical, dental, and/or chiropractic examinations, treatments and/or appointments to the extent that she has accumulated sufficient income protection credits with the provision that:
- (i) If the employee chooses a doctor, dentist or chiropractor outside of her community, the employee will be granted necessary time off without pay.
  - (ii) An employee cannot utilize this Article more than three (3) times per calendar year. In each case an employee must bring a note from the doctor/doctor's office indicating the date and time of the examination, treatment or appointment.
  - (iii) An employee who is required by the Employer to have a physical examination as specified in Article 1409 or functional capacity evaluation shall do so at the Employer's expense.

- (b) An employee who will be absent under the conditions outlined in Article 1409 must give a reasonable period of notice to her department prior to the starting time of her shift. Reasonable notice for prescheduled medical, dental, or chiropractic examination or treatment will be at least seventy-two (72) hours (although in the case of emergencies, lesser notice may be acceptable depending on the situation). An employee undergoing elective surgery must give at least seven (7) days' notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

- 1410 In the event of a family illness, including a spouse, child or parent, the employee may access up to five (5) days of accumulated sick time in order to attend to the ailing relative. 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 banked in excess of twelve (12) thereafter.
- 1411 Upon termination of employment for any reason, unused income protection credits will be forfeited.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

- 1501 Except as otherwise expressly provided herein, leaves of absence with or without pay will be granted at the sole discretion of the Employer.
- 1502 Except in emergency circumstances, all requests for leave of absence must be made in writing to the Supervisor or designate at least ten (10) working days in advance, specifying the reason for the leave and the proposed dates of departure and return.
- 1503 Unless otherwise agreed by mutual consent, an employee who is granted leave of absence in excess of four (4) calendar weeks and up to twenty-four (24) consecutive months, he/she will be employed upon his/her return in his/her former classification at the same salary level.
- 1504 If greater than the following conditions, employees will be granted maternity and parental leave in accordance with the *Employment Standards Code*.
- (a) Maternity Leave
- (i) An employee shall be granted up to seventeen (17) weeks of maternity leave without pay.

- (ii) A written request for maternity leave of absence must be submitted in writing at least eight (8) weeks before the day such leave is to commence.
- (iii) Prior to returning to work early, the employee must give the Employer at least two (2) weeks' advance notice of the date when she is ready to resume work, and the Employer will try to put her on the next duty roster at her former classification.
- (iv) The employee must have completed six (6) months of continuous employment with the Employer prior to the intended date of leave unless otherwise agreed by the Employer.

(b) Parental/Adoption Leave

If greater than the following conditions, employees will be granted maternity and parental leave in accordance with the *Employment Standards Code*.

An employee qualifies for up to thirty-seven (37) weeks unpaid leave if:

- (i) he/she becomes a mother or father as a result of the birth or adoption of a child;
- (ii) he/she has worked for the Employer for at least six (6) consecutive months; and
- (iii) he/she applies in writing to the Employer at least four (4) weeks before he/she intends to start a parental leave.

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.

1505 Failure to return to duty as scheduled following a leave of absence may be deemed to constitute a voluntary resignation unless satisfactory reason, in the judgment of the Employer, is given.

1506 An employee required to serve as a juror or witness arising out of their employment duties in any court of law shall receive leave of absence at her regular rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

1507 Union Leave

- (a) Employees elected or appointed to do Union work over and above that work specified in Article 5 shall be granted reasonable leave of absence without pay. The Union agrees to give at least two (2) weeks' notice, more if reasonably possible, except in cases of emergency.
- (b) Such request shall not be unreasonably denied. The Employer will continue to pay the employees subject to total recovery of wages, benefits, and other related costs. The Employer will be reimbursed as soon as possible.

1508 Employees shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian Citizen.

1509 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence of up to two (2) months, without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office may apply for a leave of absence without pay, and the Employer may grant such leave on such terms as may be appropriate.

1510 An employee who is elected or selected for a full-time position with the Union or any labor 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.

1511 Bereavement Leave

- a) **Upon request, a leave of absence for four (4) days, between the day of death, up to and including one (1) day after the funeral, without loss of pay and benefits will be given in the event of the death of a parent, wife, husband, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancée, stepchild, stepbrother, stepsister, stepfather, and stepmother, or any dependent residing in the employee's household. Bereavement leave must be taken in consecutive days except that the day of the funeral may be taken separate and apart from the other three consecutive days.**

- b) **One (1) day leave without loss of pay and benefits will be granted in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, brother-in-law, grandparent-in-law and any other relative residing in the same household.**
- c) **One (1) day without loss of pay and benefits will be granted to an employee to attend a funeral as a pallbearer or mourner.**
- d) **When a funeral is outside the City of Winnipeg the following will apply:**
  - (i) **Within one hundred and fifty (150) kilometers from the City of Winnipeg, one (1) additional day will be granted for traveling time, without pay.**
  - (ii) **Over and above one hundred and fifty (150+) kilometers from the City of Winnipeg three (3) additional days will be granted for traveling time, without pay.**
- (e) Notwithstanding the provisions of Article 1511(a) and (d), 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.
- (f) Additional unpaid days leave may be requested, to be granted at the discretion of the Employer.

1512

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, totaling 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 practice 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:
    - (1) the day the certificate is issued; or
    - (2) 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.
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.

A family member for the purpose of this Article shall be defined as:

- (i) a spouse or common-law of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabitating with him or her in a conjugal relationship of some permanence;
  - (ii) a child of the employee or a spouse or common-law partner of the parent;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) Unless the employee and the Employer otherwise mutually agree, an employee may end her or his compassionate care 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 alternative 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) Additional unpaid days may be requested, to be granted at the discretion of the Employer.
- (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 1511.
  - (i) In the event of conflict with the *Employment Standards Code* and Regulations there under and this section, the *Employment Standards Code* and Regulations there under shall prevail.

**1513 (NEW) Citizenship Leave**

**A one (1) day paid leave of absence will be given to employees who will be attending their own immediate family members' citizenship ceremony.**

**ARTICLE 16 - TERMINATION OF EMPLOYMENT**

- 1601 An employee may terminate his employment by giving to his/her Employer a written notice of intention to terminate employment of four (4) calendar weeks prior to the date of termination, exclusive of any vacation due.
- 1602 Employment may be terminated with lesser notice:
  - (a) by mutual agreement between the Employer and the employee, or
  - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
  - (c) in the event an employee is dismissed for just cause.
- 1603 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice, except in cases of dismissal for a just cause. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice such longer notice must be provided or greater sum paid.

## **ARTICLE 17 - SALARIES AND INCREMENTS**

- 1701 The wages payable to any employee in his/her respective classification shall be those set forth in the Schedule "A" hereto appended.
- 1702 Increase as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to move to Step 1 upon the completion of two thousand and fifteen (2,015) hours of service, or eighteen (18) months, whichever occurs first. The employee becomes entitled to move to Step 2 upon the completion of four thousand and thirty (4,030) hours of service, or thirty-six (36) months, whichever occurs first. The employee becomes entitled to move to Step 3 upon completion of six thousand and forty-five (6,045) hours of service, or fifty-four (54) months, whichever occurs first. The employee becomes entitled to move to Step 4 upon completion of eight thousand and sixty (8,060) hours of service, or seventy-two (72) months, whichever occurs first.
- 1703 All payment of wages will be direct deposit into an account of a major banking institution of the employee's choice. A statement of earnings will be available to each employee on payday.

## **ARTICLE 18 - POSTING, VACANCIES AND TRANSFERS**

- 1801 Should the Employer determine that it will fill a new position covered by this Agreement, it will be posted for at least seven (7) 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 after the seven (7) days of posting. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of the posting. The Employer shall provide a copy of all job postings to the Union on the date of posting.
- 1802 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 six (6) calendar weeks. However, an employee accepting a position in a new classification shall be allowed a three (3) consecutive calendar month trial period.
- Conditional upon satisfactory performance, the applicant shall be declared permanent after the trial period. In the event that the applicant proves unsatisfactory in the new position, or if he/she wishes to revert voluntarily

to his/her former position, he/she shall be returned to his/her former position without loss of seniority. In the event that an employee on trial is returned to his/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 his/her former position, the Employer will review the original applications to the job posting and award the vacancy in accordance with this Agreement.

- 1803
- (a) When the Employer determines that a temporary vacancy exists of longer than twelve (12) weeks duration; the vacancy shall be posted and filled in accordance with Article 18 Postings, Vacancies and Transfers. Additional postings shall not be required for the position of the employee who is awarded the temporary vacancy. Upon completion of the temporary vacancy, the employee shall be returned to his/her former position. In the event that the employee's former position is no longer current, the employee shall have the right to exercise her rights pursuant to Article 20, Layoff and Recall.
  - (b) In the event that a temporary vacancy is created by another employee's absence and such employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). Such employee returning from leave will provide the Employer with as much notice as possible of his/her date of return. Then, the Employer shall provide the employee in the temporary vacancy with notice of such other employee's return. Nothing herein shall prevent the Employer from temporarily filling any temporary vacancy for a period of up to twelve (12) weeks duration as the Employer may deem appropriate.
  - (c) An employee in a temporary vacancy may be required to complete the term before being considered for other temporary vacancies, unless they are applying for a higher EFT or permanent position.
  - (d) Where the Employer determines that employees are to be replaced during periods of less than twelve (12) weeks, clause 2707 shall apply, whenever possible, unless employees are applying for a higher EFT or permanent position.
  - (e) The duration of a term position may be extended by mutual agreement of the parties in writing.

1804 An employee who has been absent for twenty-four (24) continuous months shall become a casual employee, and retain their seniority as accrued in their previous permanent status.

**ARTICLE 19 - EMPLOYEE EVALUATION DISCIPLINE AND DISMISSAL**

- 1901            Upon request, every employee shall receive a copy of each written evaluation of his/her work performance. She shall retain the right to have the assistance of the Union representative in any dispute relative to work performance, including the grievance and arbitration procedures of this Agreement. The employee will sign the written evaluation as an acknowledgement that she has reviewed the evaluation.
- 1902            When an employee is disciplined in writing, or an employee other than a probationary employee is dismissed, the Employer shall supply written reasons to the employee at the final meeting with a copy to be submitted to the Union.
- 1903            (a)    An employee can request a shop steward to be present at any meeting with the Employer.
- (b)    All employees shall be informed of their right to have Union representation when a member of the bargaining unit:
- (i)    is given a reprimand which is to be entered on the employee's personnel file;
- (ii)   is suspended or discharged.
- Absence of a Union representative shall not invalidate the discipline.
- (c)    The Union shall be afforded a reasonable time frame to meet with the employee beforehand.
- (d)    A copy of the discipline shall be provided at the meeting to the Union representative and a copy of all disciplines shall be forwarded to the Local president immediately following any disciplinary meeting.
- 1904            An employee may be discharged or suspended for just cause only upon the authority of the Administrator or designate. No termination or suspension will be carried out without the approval of the Administrator. Such employee shall be advised promptly in writing of the reason for his/her dismissal or suspension, with a copy being sent to the Union Representative.
- 1905            The Employer agrees to delete any notice of discipline from an employee's personnel file after twenty-four (24) months have elapsed from the date of incident, provided no similar has occurred during that period except for

discipline involving incidents of abuse, inappropriate conduct involving a Resident or harassment.

## **ARTICLE 20 - LAYOFF AND RECALL**

- 2001 When a reduction in employees becomes necessary, employees will be laid off in reverse order of seniority subject only to the more senior employees being qualified, competent, and willing to perform the required work.
- 2002 (a) Notice of intention of layoff and/or reduction of hours, or equivalent pay thereof shall be given by personal service or by registered mail to the employee(s) concerned and a copy of the notice forwarded to the Union.
- Notice shall be as follows:
- (i) Layoffs of six (6) weeks or less - two (2) weeks' notice;
- (ii) Layoffs of longer than six (6) weeks - four (4) weeks' notice
- (b) If the Employer has additional advance notice of such layoff, the Employer will provide additional notice of the layoff to the Union.
- 2003 An employee who is on layoff shall not be entitled to notice of layoff when he/she comes back to work on an incidental basis.
- 2004 No layoff of full-time or part-time employees shall occur when casual employees are being employed, unless no full-time or part-time employees on staff are qualified, competent and willing to fill the positions in questions.
- 2005 Additional available shifts shall be offered in order of seniority to an employee on recall before part-time and casual employees, provided he/she is qualified, competent and willing to perform the required work, the available shifts accepted by the employee on layoff may equal but not exceed the employee's regular EFT commitment.
- 2006 No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 2007 Employees shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for seven (7) calendar days' notice to report back to work.

- 2008 The employees affected will contact the immediate Supervisor outside the bargaining group by telephone followed by written notice not later than three (3) calendar days before the date on which they are due to return to work. Failure to notify as above without a valid reason shall have his/her employment terminated.
- 2009 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise his/her seniority rights, to displace a less senior employee. Any employee thus displaced shall also be entitled to exercise his/her seniority rights.
- Employees cannot bump to a higher EFT, and can bump only equal to or lower EFT than the position that they are currently in.
- 2010 Accumulated vacation entitlement shall be paid out at the time of layoff.

#### **ARTICLE 21 - SENIORITY**

- 2101 Seniority shall be defined as the length of an employee's accumulated hours of service calculated from the date the employee last entered the service of the Employer. In the event of a promotion or transfer, the following factors shall be considered: qualifications, experience, ability to perform the work, prior performance, and attendance record. Where these factors are relatively equal, seniority shall govern. In the event of a demotion, layoff, reduction in hours and recall, seniority shall be the determining factor provided that the employee(s) is/are able to perform the required work.
- 2102 Seniority will terminate if an employee:
- (a) resigns;
  - (b) is discharged and not reinstated under the grievance or arbitration procedure;
  - (c) is laid off for more than twenty-four (24) consecutive months;
  - (d) fails to report for duty when instructed to do so;
  - (e) fails to report to work as scheduled at the end of a leave of absence, vacation, suspension or layoff without an explanation satisfactory to the Employer.

- 2103 Seniority will continue to accrue if an employee:
- (a) is on any period of paid hours;
  - (b) is on any unpaid leave of absence up to a maximum of four (4) weeks;
  - (c) is on any period of WCB benefits (for a workplace accident at the Employer's workplace) Employment Insurance Sick Benefits, MPI, or LTD benefits up to a maximum of twenty-four (24) months;
  - (d) is on approved maternity leave, parental leave, adoption leave, citizenship court leave, bereavement leave or compassionate care leave; or
  - (e) is on any period of Union leave up to a maximum of six (6) months.
- 2104 Seniority will be retained but will not accrue if an employee:
- (a) is on any unpaid leave of absence longer than four (4) weeks;
  - (b) is on any period of WCB benefits (for a workplace accident at the Employer's workplace) Employment Insurance Sick Benefits, MPI, or LTD benefits for more than twenty-four (24) months;
  - (c) is on any period of Union leave for more than six (6) months; or
  - (d) is laid off for less than twenty-four (24) months.
- 2105 The Employer shall furnish to the Union by the first Monday in April of each year a seniority list showing the name, date of hire and accumulated seniority hours to-date of all employees coming under the terms of the Agreement.

**ARTICLE 22 - MAILING ADDRESS**

2201 Whenever written correspondence is exchanged between the parties to this Agreement, the following address will be deemed correct:

Employer: River East Personal Care Home  
1375 Molson Street  
Winnipeg, Manitoba  
R2K 4K8  
Phone: 204-668-7460

Union: Canadian Union of Public Employees  
703 - 275 Broadway  
Winnipeg, Manitoba  
R3C 4M6  
Phone: 204-942-0343

Both parties agreed to inform the other party in writing in the event of any change in the above.

**ARTICLE 23 - PERSONNEL FILE**

- 2301 (a) There shall be one (1) personnel file maintained by the Employer for each employee.
- (b) An employee accompanied by a Union representative if he/she so elects, may examine his/her personnel file on written request.
- (c) Upon written request and at his/her own expense, an employee will be given a copy of any document forming part of his/her personnel file.
- (d) An employee may respond in writing to anything in his/her personnel file, and such reply shall form part of the personnel file.

**ARTICLE 24 - SUBCONTRACTING OUT**

2401 If the Employer intends to contract out work which results in the displacement of employees, the Employer will notify the Union at least sixty (60) calendar days in advance of such changes to reasonably explore alternatives.

**ARTICLE 25 - TERM POSITIONS**

- 2501 (a) All employees shall be allowed to apply for term positions if the candidate meets the position requirements. The employee will return to his/her former position once the term position has been completed.
- (b) Part-time employees shall be allowed to apply for term positions if the request does not interfere with regular scheduling. The part-time employee will be permitted to return to his/her regular position once the term is completed.



(c) Term positions will be posted and filled in accordance with Article 18.

2502 A term position shall not exceed a period of eight (8) months unless agreed to by both parties to the Collective Agreement. This does not include parental leave.

#### **ARTICLE 26 – LABOUR MANAGEMENT COMMITTEES**

2601 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

2602 The committee shall be composed of equal representation from the Employer and the Local Union with the total committee representation not to exceed six (6) members. The Local Union committee may, at any time, have a representative from the Canadian Union of Public Employees. The Employer may, at any time, have a fourth (4<sup>th</sup>) representative present.

2603 The committee shall meet at least two (2) times per year and as required upon five (5) working days' written notice being given by either party.

2604 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the Collective Agreement. The committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2605 Prior to the beginning of the vacation year, no later than January 15<sup>th</sup>, the Labor Management Committee shall meet with the employer for the purpose of reviewing vacation coverage. This review will include discussion on the number of employees that can be on vacation at any given time.

2606 The committee shall ensure that the most current terms of reference are posted on the CUPE bulletin board.

#### **ARTICLE 27 - PART-TIME EMPLOYEES**

2700.5 Except as modified by this article, all provisions of this Collective Agreement apply to part-time employees.

2701 Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula:

$$\frac{\text{Hours paid at regular rate of pay} \times \text{Entitlement of a full-time employee}}{\text{Full-time hours}}$$

2702 (a) 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.

(b) Part-time employee having accumulated an entitlement to income protection credits may claim payment against accumulated credits only with respect to her permanent or temporary EFT excluding call-in-shifts (unless call-in-shifts were scheduled at least five (5) days prior to the date for which the employee calls in sick).

2703 Vacation pay and entitlement for part-time employees is based on the accumulation of hours paid during the vacation year, one (1) year of service is equivalent to two thousand and fifteen (2,015) hours paid.

2704 For the purpose of Article 12, regular earnings during the vacation year includes all hours paid to the employee unless specified elsewhere in the Collective Agreement.

2705 Subject to operational requirements, part-time employees shall, upon request receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

2706 (a) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on recognized holidays. Such holiday pay shall be calculated on all regular hours paid and shall be included in each regular pay.

(b) When these employees are scheduled to work on a general holiday, they will receive one and one-half times ( $1\frac{1}{2}$  x) their basic pay for all hours worked on the general holiday.

2707 By submitting a calendar form, part-time employees may indicate that they are willing to work additional hours. Such work will be offered on the basis of seniority (equitably on a rotating basis) provided that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

2708 Overtime shall be authorized by the Employer and worked in excess of regular daily or biweekly hours established in accordance with Article 10.

2709 Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to an increment based on the completion of two thousand and fifteen (2,015) hours of service or eighteen (18) months; four thousand and thirty (4,030) hours of service or thirty-six (36) months; six thousand and forty-five (6,045) hours of service or fifty-four (54) months; eight thousand and sixty (8,060) hours of service or seventy-two (72) months, whichever first occurs until the maximum of the appropriate classification is attained.

2710 Bereavement Leave

- (a) A leave of absence of up to three (3) days without loss of pay or benefits shall be given in the event of the death of a parent, wife, husband, same-sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, grandparent, grandchild, fiancé, stepchild, stepbrother, stepsister, stepfather, and stepmother.
- (b) A leave of absence of up to one (1) day without loss of pay or benefits shall be given in the event of the death of an aunt, uncle, former legal guardian, sister-in-law, grandparent-in-law and any other relative residing in the same household.
- (c) A leave of absence of up to one (1) day without loss of pay or benefits shall be given to an employee to attend a funeral as a pallbearer; one-half (½) day as a mourner.
- (d) When a funeral is outside the City of Winnipeg, the following will apply:
  - (i) within one hundred and fifty (150) kilometers from the City of Winnipeg, one (1) additional day will be granted for traveling time, without pay.
  - (ii) over and above one hundred and fifty (150+) kilometers from the City of Winnipeg, three (3) additional days will be granted for traveling time, without pay.
- (e) Notwithstanding the provisions of Article 1511 (a) and (d), 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.

## **ARTICLE 28 - CHANGES IN CLASSIFICATIONS**

- 2801 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 revised classification falls with 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 Agreement.
- 2802 The Employer agrees to prepare job descriptions for all positions and classifications within the bargaining unit and to forward copies to the Union.

## **ARTICLE 29 - VIOLENCE IN THE WORKPLACE**

- 2901 The Employer and the Union agrees that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.
- 2902 The parties agree as follows:
- The Employer has a responsibility to provide a safe workplace and take both remedial and preventative action in violence against employees.
- (a) 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 related to violence against staff.
- (b) Procedures for dealing with incidents of violence will be developed, specifically:
- (i) responsibility of the Employer and employee;
  - (ii) who will inform the Employer;
  - (iii) who will call the police;
  - (iv) who will look after the medical needs of the employee;
  - (v) what reports will be made and by whom.
- (c) Counselling and support will be available to help victims to recover from such incidents in cases where preventative measures have failed to prevent violent incidents.

- (d) Education will be provided to the 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-facility team or by contacting the police.
- (e) Employees coming in contact with potentially abusive/aggressive behavior will be trained in security of self-protection.

### **ARTICLE 30 - ERRORS ON PAY**

3001 In the event of an error on an employee's pay of seven and three-quarter (7.75) hours or greater, the correction will be made within forty-eight (48) hours, if reasonably possible after the underpayment comes to the Employer's attention. If under seven and three-quarter (7.75) hours, the error will be corrected on the next pay. If an employee is overpaid, River East Personal Care Home 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, River East Personal Care Home will collect the overpayment using a minimum biweekly repayment schedule of twenty-five dollars (\$25) and a maximum of forty dollars (\$40) biweekly.

### **ARTICLE 31 - CASUAL EMPLOYEES**

- 3101 The terms of the Agreement do not apply to the casual employees, except specified hereinafter:
- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of 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 are paid a salary that is not less than the start rate of the classification in which they are employed.
  - (c) Casual employees will be entitled to compensation for overtime worked at the rate of one and one-half (1½) times their basic rate of pay for all hours worked in excess of seven and three-quarters (7.75) hours in a day.
  - (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half (1½) times their basic rate of

pay for all hours worked.

- (e) The Employer agrees to deduct Union dues biweekly in an amount specified by the Union. Such dues shall be forwarded to the Union within four (4) weeks of the end of the month in which the deductions were made together with a list of the names of the employees from whom deductions have been made. In the event that no payment is made during that pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (f) Increases as outlined in Schedule "A" shall be implemented immediately when the employee becomes entitled to an increment. The employee becomes entitled to an increment based on the completion of two thousand and fifteen (2,015) hours of service or eighteen (18) months; four thousand and thirty (4,030) hours of service or thirty-six (36) months; six thousand and forty-five (6,045) hours of service or fifty-four (54) months; eight thousand and sixty (8,060) hours of service or seventy-two (72) months, whichever first occurs until the maximum of the appropriate classification is attained.
- (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 their basic rate of pay.
- (h) Articles 7 and 8 herein apply only with respect to the terms of this article.
- (i) Casual employees shall indicate their availability monthly on forms required by the Employer. If such availability is not handed in for four (4) consecutive months this will signify that there is no further interest in future employment. The employee will be removed from the casual roster and have employment terminated without notice.
- (j) Casual employees shall accrue seniority based on hours worked, and shall exercise their seniority when considered for posted positions according to their casual status outlined below:
  - (i) Former permanent employees who have gone to casual status without a break in service shall maintain their current increment step and their seniority to date, and shall be considered equal to permanent full and part-time employees when being considered for a posted position.
  - (ii) All other casual employees shall be given consideration for posted positions after permanent full- and part-time employees.

**ARTICLE 32 - SHIFT AND WEEKEND PREMIUMS**3301 Evening Premium

An employee required to work (evening shift) on any shift between **1500 and 2315** hours, shall be paid an evening shift premium of **two dollars (\$2.00)** per hour for that shift.

3302 Night Premium

An employee required to work (night shift) on any shift between **2300 and 0715** hours, shall be paid a night shift premium of **three dollars and fifty cents (\$3.50)** per hour for that shift.

3303 Weekend Premium

A weekend premium of **two dollars (\$2.00)** per hour shall be paid to an employee for all hours worked on any shift that falls **2300 hours on Friday and 2300** hours on the following Sunday.

**ARTICLE 33 - CANADA SAVINGS BONDS PAYROLL DEDUCTION**

3301 The Employer agrees to provide payroll deductions from employees who wish to purchase Canada Savings Bonds.

**ARTICLE 34 - GROUP INSURANCE**

3401 The Employer will not change the group insurance plan or the sharing of premiums presently in place without reasonable consultation with the Union.

The plan is presently cost shared on the following basis:

- AD & D; Employer pays 100%
- LTD; Employer pays 50%/Employee pays 50%
- Life Insurance; Employer pays 100%
- Extended Health; Employer pays 50%/Employee pays 50%
- Dental; Employer pays 50%/Employee pays 50%

**ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM ("EAP")**

3501 The Employer agrees to pay for the cost of coverage in an Employee Assistance Program ("EAP").

### **ARTICLE 36 - WORKPLACE HEALTH AND SAFETY**

3601 The Union and the Employer will participate in a workplace Safety and Health Committee as defined in the Manitoba *Workplace Safety and Health Act*. Membership, operation and obligation of the parties are defined in the Manitoba *Workplace Safety and Health Act*.

In addition to the foregoing, it will be the job of the Workplace Safety and Health Committee to investigate all hazards and injuries that come before it resulting from work overload, working short staffed and workplace harassment and to make recommendations to the Employer to alleviate the conditions giving rise to these problem(s). The obligation of the Employer to act on said recommendations is as defined in the Manitoba *Workplace Safety and Health Act*.

3602 One (1) bargaining unit member may sit on the Employer's existing workplace Health and Safety Committee. It is agreed that both parties will cooperate to the fullest extent in matters of safety and health.

Both parties agree that the terms of reference in this regard will be the Manitoba Safety and Health Act Regulation. The Employer agrees to provide up to sixteen (16) hours per year time off with pay for the purposes of allowing Health and Safety Committee members to attend Manitoba Workplace Health and Safety approved seminars, courses and conferences and CUPE Health and Safety courses.

### **ARTICLE 37 - NON-DISCRIMINATION**

3701 The Employer and the Union jointly affirm that every employee is entitled to a respectful and safe workplace, which is free from discrimination and harassment as defined under the Manitoba *Human Rights Code*.

The Employer, Union and the employees agree that there shall be no discrimination based on:

- ancestry including color 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



- gender-determined characteristics
- physical or mental disability place of residence
- gender

as provided by the Manitoba *Human Rights Code*.

- 3702 The Employer and the Union agree that no form of harassment as defined under the Manitoba *Human Rights Code* 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 such harassment shall be treated in a confidential manner by both the Employer and the Union.
- 3703 There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in, or participation or non-participation in lawful activities on behalf of the Union.
- 3704 The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

#### **ARTICLE 38 - REASONABLE ACCOMMODATION**

- 3801 The Employer and the Union each agree to abide by the obligation under the Manitoba *Human Rights Code* and the *Workers' Compensation Act* to make reasonable accommodation for the special needs of an employee based on a physical or mental disability. Such reasonable accommodation may, but need not, involve the waiving of relevant provisions of the Collective Agreement.

#### **ARTICLE 39 - PAY STUBS**

- 3901 Employees shall receive notification of vacation credits upon written request.

#### **ARTICLE 41 – COPIES OF AGREEMENT**

- 4100 Upon written notification of ratification by the parties, the Union will prepare the Collective Agreement for proofing by the parties and prepare the final document for the parties' signature upon written notice of ratification by the parties. Printing of the Collective Agreement shall be arranged between the parties. The cost of printing the Collective Agreement shall be shared equally by the Union and the Employer.

**ARTICLE 42 – PRE-RETIREMENT LEAVE & HEALTH SPENDING ACCOUNT (HAS)****4201 (NEW) Pre-retirement Leave**

Effective on the date of ratification (September 12, 2024), a retirement bonus will be awarded to an employee who, at the date of retirement:

- Has completed at least ten (10) years of continuous employment.
- 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 date of ratification (September 12, 2024). The calculation shall be based on the employee's regular rate of pay at the time of retirement. The payment shall be prorated for part-time employees. (By way of example, a full-time employee who retires two and one (2½) years following the date of ratification (September 12, 2024), at the age of 58, and for whom the regular rate of pay is ten dollars (\$10) per hour, will be entitled to a bonus of eight (8) days calculated at ten dollars (\$10) per hour).

In the event of death, preretirement benefit shall be paid to an employee's estate.

**4202 (NEW) Health Spending Account**

Effective January 1 of each year, the Employer will provide Health Spending Account as follows:

- (a) Three hundred and fifty dollars (\$350) for each eligible part-time employee.
- (b) Seven hundred dollars (\$700) for each eligible full-time employee.

**ARTICLE 43 – (NEW) UNIFORM/CLOTHING ALLOWANCE**

- a) Every employee shall receive five cents (\$0.05) per hour for all hours paid for the purchase and maintenance of uniform/clothing.

- b) Uniform/clothing allowance to be paid out to employees once a year.
- c) Such amount shall be paid out in a single lump sum payment on the pay day immediately following March 31<sup>st</sup> of each year to employees employed by the Employer on March 31<sup>st</sup>.

**(NEW) Memorandum of Agreement**

The parties agree to a Memorandum of Agreement to continue discussions on the uniformity of the benefits provider.

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

J. Harper  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
C Rubio  
[Signature]  
[Signature]

**SCHEDULE "A"**  
**RIVER EAST CUPE HOMEKEEPER DIETARY AIDES COOKS**  
**SALARY SCHEDULE FOR THE COLLECTIVE AGREEMENT**

<b>Classification</b>	<b>Previous CA</b>	<b>Jan 1/22</b>	<b>Jan 1/23</b>	<b>Oct 1,2023 Minimum Wage Adjustment</b>	<b>Wage Adjustment</b>	<b>Jan 1/24</b>	<b>3 Months from Ratification</b>
<b>Homekeepers</b>		<b>1.20%</b>	<b>2.00%</b>				
Step 1	\$14.56	\$14.73	\$15.03	\$15.30	\$2.11	\$17.41	\$17.98
Step 2	\$14.99	\$15.17	\$15.47		\$2.27	\$17.74	\$18.31
Step 3	\$15.44	\$15.63	\$15.94		\$2.06	\$18.00	\$18.58
Step 4	\$15.95	\$16.14	\$16.46		\$1.91	\$18.37	\$18.96
Step 5	\$16.38	\$16.58	\$16.91		\$1.84	\$18.75	\$19.36
<b>Dietary Aides</b>		<b>1.20%</b>	<b>2.00%</b>				
Step 1	\$15.55	\$15.74	\$16.05		\$1.36	\$17.41	\$17.98
Step 2	\$16.64	\$16.84	\$17.18		\$0.56	\$17.74	\$18.31
Step 3	\$17.00	\$17.20	\$17.55		\$0.45	\$18.00	\$18.58
Step 4	\$17.38	\$17.59	\$17.94		\$0.43	\$18.37	\$18.96
Step 5	\$17.74	\$17.95	\$18.31		\$0.44	\$18.75	\$19.23
<b>Cooks</b>		<b>1.20%</b>	<b>2.00%</b>				
Step 1	\$17.85	\$18.06	\$18.43		\$1.91	\$20.34	\$21.00
Step 2	\$18.37	\$18.59	\$18.96		\$1.99	\$20.95	\$21.63
Step 3	\$18.88	\$19.11	\$19.49		\$2.09	\$21.58	\$22.28
Step 4	\$19.57	\$19.80	\$20.20		\$2.03	\$22.23	\$22.95
Step 5	\$20.05	\$20.29	\$20.70		\$2.20	\$22.90	\$23.64
Step 6						\$23.56	\$24.34

**January 1, 2022**    **1.2%**  
**January 1, 2023**    **2.0%**  
**January 1, 2024**    **Wage adjustment (refer to wage grid)**

- **Effective January 1, 2024 add Year 5 (new level) Cook rate.**

LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03

-AND-

RIVER EAST PERSONAL CARE HOME

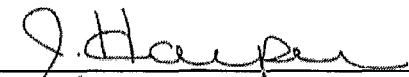

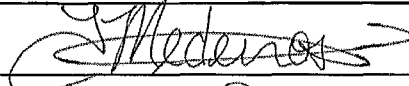

RE: DAMAGE TO PERSONAL BELONGINGS

If an employee's glasses or personal belongings (including dentures, a medical alert bracelet, hearing aid, and other medical devices and excluding uniforms/clothing and jewelry) are damaged as a direct result of performing their duties the Employer agrees to make repair or make reasonable compensation following proper documentation of the incident and provided proof of such damage as submitted by the employee concerned to her supervisor during the shift in which the incident occurred causing such damage. The decision with respect to a claim for repair or compensation will be determined exclusively by the Employer. Such decision is not subject to grievance and/or arbitration.


Excluded from this is damage which is a direct consequence of a compensable WCB accident and the accident caused personal injury.

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

  
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ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

  
\_\_\_\_\_  
Parent  
\_\_\_\_\_  
C. Rabus  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING****-BETWEEN-****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03****-AND-****RIVER EAST PERSONAL CARE HOME****RE: RRSP CONTRIBUTIONS**

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Whereas the parties discussed Registered Retirement Savings during recent collective bargaining, the parties hereby agrees as follows:

1. Effective 120 days following ratification, a bargaining-unit wide RRSP will be established.
2. Employees may contribute up to six percent (6%) of their earnings.
3. Effective April 1, 2016, for each of the employees contributing to the RRSP, the Employer shall match up to one point five percent (1.5%) of their earnings.
4. Effective January 1, 2017, for each of the employees contributing to the RRSP, the Employer shall match up to two percent (2%) of their earnings.
5. Notwithstanding the above and subject to #6 below, Vivian Forbes, Malvia Stewart, and Rebeca Labra shall continue to be eligible to make contributions of up to six percent (6%) of earnings; have Employer matching up to two percent (2%) of earnings in accordance with previous LOU terms/conditions in place and applicable to them as of the date of ratification.
6. The following terms apply to all employees who may make RRSP contributions:
  - Participation by the employees shall be on a voluntary basis.
  - The Employer contribution shall not apply to additional voluntary contributions over and above 2% of their earnings.
  - Earnings is defined as straight time pay by the Employer on regular hours worked, overtime hours worked, hours paid on vacation, illness and bereavement.
  - The Employer will remit the authorized deductions and contributions to the RRSP.
  - It is understood and agreed that if an employee over contributes pursuant to CCRA regulations regarding RRSP contribution limits, it is the responsibility of the employee.
  - The employees shall each retain investment control in respect of both the

employee deductions and the Employer contribution limits, it is the responsibility of the employee.

- Employees may choose to opt out of the RRSP at any time and notify the Employer of such decision in writing.
- The Employer's responsibility shall be limited to remitting the authorized deductions and contributions as set out in the Letter of Understanding.

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

J. Harper  
[Signature]  
[Signature]  
[Signature]  
[Signature]

ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03

-AND-

RIVER EAST PERSONAL CARE HOME

RE: RETROACTIVITY

Retroactivity shall be paid within ninety (90) calendar days following written confirmation of the date of the parties' ratification.

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

J. Harper  
[Signature]  
[Signature]  
[Signature]  
[Signature]

ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

[Signature]  
Parent  
(Roberts)  
[Signature]  
[Signature]



LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03

-AND-

RIVER EAST PERSONAL CARE HOME

RE: APPLICATION OF 1310

Whereas the parties discussed scheduling of a part-time employee's EFT during weeks involving Christmas, Boxing Day, and New Year's Day General Holidays, the parties hereby agree as follows:

For the lifetime of the Collective Agreement, the Employer will continue its practice of scheduling part-time employees their EFT in weeks of the Christmas, Boxing Day, and New Years Day General Holidays.

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

J. Harper  
[Signature]  
[Signature]  
[Signature]  
[Signature]

ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

[Signature]  
Parent  
Chabers  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03

-AND-

RIVER EAST PERSONAL CARE HOME

RE: 3401

Notwithstanding Article 3401 and whereas there are employees in the bargaining unit covered by the HEBP LTD Plan, premium sharing shall be under such HEBP LTD Plan be:

Employer: 1.3%  
Employee: 1.0%

Dated this 26 day of September, 2025

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

*J. Harper*  
\_\_\_\_\_  
*L. Sch*  
\_\_\_\_\_  
*J. Medeiros*  
\_\_\_\_\_  
*MD*  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

*Robert*  
\_\_\_\_\_  
*Robert*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3753-03

-AND-

RIVER EAST PERSONAL CARE HOME



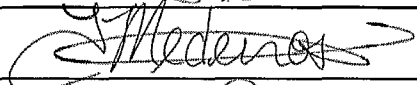

RE: HEPP

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For the lifetime of the Collective Agreement, the bargaining unit shall not participate in and shall be excluded from the Health Care Employees Pension Plan ("HEPP").

Dated this 26 day of September, 2025.

ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3753-03

  
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ON BEHALF OF:  
RIVER EAST PERSONAL CARE HOME

  
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