

First Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 5556

- and -

REST HAVEN CARE HOME INC.

Term of Agreement:
November 23, 2023 to November 22, 2027

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PREAMBLE

It is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the residents,

It is the desire of both parties that these matters be drawn up in an agreement,

By signing this Agreement, all parties agree to abide by all terms contained within this Agreement as follows:

ARTICLE 1: SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificate MLB-7486, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

102 Work of the Bargaining Unit

(a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency.

(b) Role of Volunteers

The Employer and the Union agree that volunteers have a role within the sites to perform functions which enhance and complement efforts of staff toward resident care services and visitor/family support. Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current staff complement. If and when new programs and services are established or the Facility experiences increases in workloads, volunteers will not be utilized to perform any duties or functions which are inconsistent with the principle noted above. If any disputes arise regarding the appropriateness of volunteer functions, the issue will be raised at the appropriate labour/management committee meetings, and the parties agree to act fairly and reasonably in resolving any such concerns.

ARTICLE 2: DURATION & RATIFICATION

- 201 (a) This Agreement shall be in full force and effect from November 23, 2023, up to and including November 22, 2027.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) week's (7 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the intended time and date of lockout.
- 202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these Articles, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- 205 All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this Agreement, if such timeline is feasible for Southern Health-Santé Sud.
- Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.
- 206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3: MANAGEMENT RIGHTS

301 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:

- the right to maintain efficiency and quality resident care;
- the right to direct the work of its employees;
- the right to hire, classify, assign to positions and promote;
- the right to determine job content and number of employees at the Facility;
- the right to demote, discipline, suspend, lay-off, and discharge for just cause;
- the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

302 **Subcontracting**

It shall not be considered as subcontracting should the Employer:

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

303 In accordance with Article 302, an employee will be given ninety (90) days' notice. Where the Employer is unable to provide alternate employment in another position for which the employee possesses qualifications and ability sufficient to perform the required duties, the employee shall have the option of invoking the layoff provisions in accordance with Article 25 or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

304 If the Employer intends to subcontract work which results in the displacement of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment for those employees so displaced.

The Employer will attempt to offer alternative employment for those employees so displaced.

Any employee with more than thirty-six (36) months service who accepts a position in a lower paid classification will continue at the salary of their present classification. The red circling provision shall be limited to no more than thirty-six (36) months from the date of commencement in the lower paid position. The employee will only receive an increase when the rate in their new scale, corresponding to their years of service, provides for an increase over their current rate.

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

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

306 Emergency, Disaster and Fire Plans

(a) In any emergency or disaster that adversely affects the adequate delivery of resident care, declared by the Strategic Leadership Team or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 20 shall apply to overtime hours worked.

(b) If the Union has reason to question the definition of the declared emergency, they may, not before thirty (30) days nor after sixty (60) days following the declaration, bring forth their concerns and management agrees to discuss the circumstances with a view to determine a precedent for the future.

(c) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 20 and not placed in the overtime bank.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged. The Employer agrees not to use this Article in a manner that is inconsistent with Section 13(1) of *The Labour Relations Act* of Manitoba.

307 Whistle Blowing Protection

Employees who exercise their rights in accordance with *The Public Interest Disclosure (Whistleblower Protection) Act* of Manitoba shall not be subject to discipline or reprisal.

ARTICLE 4: UNION DUES – SECURITY

401 Employees of the Employer who are members of the Union as of date of signing, shall remain members in good standing.

402 New employees shall, as a condition of employment, become members in good standing in the Union within thirty (30) days of employment.

403 The Union agrees that any disciplinary action taken by the Union against any of its members shall not affect in any way the status of that employee with the Employer.

404 The Employer agrees to deduct the amount of biweekly or monthly dues as determined by the Union, and provided to the Employer in writing, from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.

405 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer), and the amount of such deductions.

The Employer will provide the Union on a monthly basis a separate list of the names of employees newly hired, terminated or on a leave of absence for a period of four (4) weeks or longer (if feasible and provided that the report is available at no additional cost to the Employer), for the previous month.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with *The Freedom of Information and Protection of Privacy Act* (FIPPA).

406 The Union shall notify the Employer in writing of any changes in the amount of dues or of any general assessment at least one month in advance of the end of the pay period in which the deductions are to be made.

- 407 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 408 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 409 When an employee makes it known to the Employer or the Union they are 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 section 76(3) of *The Labour Relations Act* of Manitoba.

ARTICLE 5: UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 (a) The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- (b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and/or to attend meetings.
- 503 When meeting with the Employer to conduct collective agreement 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 two (2) employees. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in collective agreement negotiations.
- 504 (a) The Union recognizes that Union representatives are first and foremost employees of the Employer and as such have jobs to perform on behalf of the Employer and that the first consideration is the welfare of the residents. The Employer recognizes that Union representatives have duties and responsibilities towards and on behalf of the Union. Local Union representatives shall be expected to conduct Union business before or after working hours, or during rest or meal breaks. In urgent situations the Union representative may be entitled to leave their work during working

hours in order to carry out their functions under the Collective Agreement providing that they have first obtained approval from the Manager or designate for the time required.

- (b) Union representatives shall be granted necessary time off with pay for the purposes of meeting with the Employer for Employer initiated meetings. The Union agrees meetings will not be delayed to accommodate a preferred representative of the employee.
- (c) Reasonable advance notice will be provided for time requested under (a) and (b). Permission to leave work during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.

505 The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.

506 All correspondence required to be exchanged between the Union and the Employer in accordance with the Collective Agreement shall be exchanged between the Senior Leadership Team or designate and the President of the Local or designate unless indicated otherwise.

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor within the Employer's premises, unless prior written approval has been received from the Employer. Such requests will not be unreasonably denied.

ARTICLE 6: RESPECTFUL WORKPLACE AND NON-DISCRIMINATION

601 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful and safe workplace. The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of *The Human Rights Code*, unless permitted under the *The Human Rights Code*.

602 Unless allowed under *The Manitoba Human Rights Code*, the parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race;
- ethnic background or origin;
- age;
- nationality or national origin;

- political belief, association or activity;
- religion or creed, or religious belief, religious association or religious activity;
- sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- marital status or family status;
- source of income;
- sexual orientation;
- gender identity;
- physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- social disadvantage;
- membership or non-membership or activity in the Union.

Any changes or updates to *The Human Rights Code* of Manitoba are understood to be automatically applied here.

603 The Employer and the Union will work together to ensure that the workplace must be free from behaviors such as workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior and violence. 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, except where disclosure is required by law.

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

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

605 Violence in the Workplace

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

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

The Employer will maintain a Respectful Workplace Policy which confirms zero tolerance of staff abuse. The Employer's Respectful Workplace Policy shall comply with the requirements of *The Workplace Safety and Health Act* and associated Regulations and shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual.

Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 7: DEFINITIONS

- 701 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A".
- 702 "Bi-weekly Period" shall mean the two (2) weeks constituting a pay period.
- 703 "Concurrent Employment" shall mean an employee who holds more than one position in the bargaining unit with the Employer.
- 704 "Continuous Service" and/or "Length of Employment" with the Employer shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.
- 705 "Employee" is a person employed by Rest Haven Care Home Inc. and covered by this Agreement.
- 706 "Employer" shall mean Rest Haven Care Home Inc.; the legal entity with whom the employee is employed.
- 707 The "Employment Status" of an employee shall be:
- (a) A "Full-time" employee is one who regularly works the hours specified in Article 18.

- (b) A “Part-time” employee is one who works regularly scheduled hours that are less than the full-time hours specified in Article 18, but not less than the daily hours per day in a Bi-weekly Period.
- (c) A “Casual” employee is as defined in Article 33.
- (d) A “Term” employee is as defined in Article 1408 (g) i).

708 “Facility” shall mean the physical location of the Employer which is currently located at 185 Woodhaven Avenue in Steinbach.

709 A layoff shall be any reduction in the work force or any permanent reduction of an employee’s normal hours of work due to lack of work.

710 A “probationary” employee is a newly hired full-time or part-time employee who has not completed three (3) or four (4) months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.

711 Shifts will be named as follows:

- (a) “Night Shift” means a shift in which the major portion occurs between 0001 hours and 0800 hours. Night shift shall be considered as the “first” shift of each calendar day.
- (b) “Day Shift” means a shift in which the major portion occurs between 0800 hours and 1600 hours.
- (c) “Evening Shift” means a shift in which the major portion occurs between 1600 hours and 2400 hours.

712 The term “Union” shall mean the Canadian Union of Public Employees.

713 “Weekend” shall mean the period between 2330 hours on the Friday to 2330 hours on the immediately following Sunday.

714 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

ARTICLE 8: BULLETIN BOARDS

- 801 Bulletin board space for the use of the Union will be provided by the Employer.
- 802 The Employer reserves the right to request the removal of posted material if considered damaging to the Employer, and the Union agrees to comply with this request.
- 803 Bulletin boards shall be relocated if space is required for alterations or new construction.

ARTICLE 9: CHANGES IN CLASSIFICATION

- 901 Job descriptions
- Upon request, the Employer agrees to provide the Union with the existing job descriptions (including vacant classifications) for classifications within the bargaining unit within six (6) months of ratification of the Collective Agreement. These job descriptions can be provided electronically.
- 902 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
- 903 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 904 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 905 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 906 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect or as otherwise mutually agreed to by the Employer and the Union.
- 907 At any time after an employee has been in a classification for three (3) months,

the employee shall have the right to request a review of their classification, if they feel that the duties of the job have substantially changed from those of the classification job description. On behalf of the employee, the Union shall submit the request in writing to both the Manager and Human Resources and shall state what substantial change in duties forms the basis of the review request.

- 908 The Employer will examine the information provided and give a decision as to the validity of the request.
- 909 If the decision given in Article 908 is not satisfactory to the employee, they may then treat this request for change in classification as a grievance as laid out in Article 10 and shall be considered a Step 2 grievance.
- 910 The job description shall be the recognized job description until the Union is notified in accordance with Article 902 or 911.
- 911 If at any time the Employer changes an existing job description, the employee(s) and Union will receive the revised copy of same.
- 912 It is understood and agreed by the parties of this Agreement, that no incumbent covered by the Agreement, shall have their remuneration reduced by any job review procedures. When a job review results in a position being assigned to a lower salary scale, the current incumbent(s) will be maintained on the existing salary scale on a present incumbent only (P.I.O.) basis for as long as they remain in their specific original position.

ARTICLE 10: GRIEVANCE PROCEDURE

- 1001 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 1003 Local Union representatives and the affected employee, upon request to their immediate supervisor/ manager and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.

1004 Step 1/Discussion Stage

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

1005 Step 2

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

1006 Step 3

Failing settlement of the grievance at Step 2, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Senior Leadership Team as determined by the Employer, or designate, who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

1007 When the Union Representative is claiming an employee has been discharged or suspended without just cause, they may submit the grievance directly to the Senior Leadership Team as determined by the Employer, or designate.

1008 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union may submit the grievance directly to the Senior Leadership Team as determined by the Employer (Step 3), or designate, as a group or policy grievance.

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

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

1011 Where reasonably possible, grievance meetings held with the grievor will be scheduled during, or contiguous to the grievor's regular working hours. Where grievance meetings are held during the grievor's regular working hours, the grievor shall not suffer any loss of pay as a result.

ARTICLE 11: ARBITRATION PROCEDURE

- 1101 Within twenty (20) calendar days after receiving the reply of the Senior Leadership Team as determined by the Employer, or designate, and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. The timelines may be extended by mutual written consent of the Employer and/or the Union.
- 1102 A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 1101. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other party shall, within seven (7) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others.
- 1103 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 1104 The arbitrator shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations.
- 1105 The decision of the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
- 1106 Clarification on Decision
- Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the sole arbitrator either party may apply to the sole arbitrator, to reconvene. Within five (5) calendar days the sole arbitrator shall reconvene to clarify the decision.
- 1107 Expenses of the Arbitrator
- The Union and the Employer shall each pay one-half (½) the fees and expenses of the sole arbitrator.
- 1108 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1109 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called the employee (either the Employer or the Union as the case may be) shall be responsible for compensating them for any salary and benefits which would otherwise be lost.

1110 Arbitration Hearings

Grievors whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.

ARTICLE 12: SENIORITY

1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in any one year. Any paid leave such as vacation, income protection, jury duty, bereavement, education, union, etc., shall be considered as regular paid hours worked.

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

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

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) Workers' Compensation up to two (2) years from the date of the first absence from work related to the injury or illness.

1204 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid

off employee fails to report due to illness and such illness is substantiated by a medical certificate;

- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1205 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved parenting leave as defined in Article 1704.

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than thirty-six (36) months;
- (d) is on the trial period of an out-of-scope position.

1207 (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing, to a maximum of twice per year.

- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

1208 A term employee shall have seniority rights in accordance with Article 1408 (g) of this Agreement.

1209 An employee, upon returning to work following an unpaid leave of absence due to Disability and Rehabilitation, will have their seniority credited with the appropriate number of hours the employee would have worked during the leave, based on their established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

ARTICLE 13: INCOME PROTECTION

1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board (WCB) or by the Manitoba Public Insurance (MPI) shall receive their regular basic pay to the extent that they have accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by MPI.

- (a) Upon providing sufficient notice, the necessary time off with pay to attend appointments for medical, dental or chiropractic examinations or treatments, including reasonable travel time, shall be granted to an employee and such time off shall be chargeable against the employee's accumulated income protection credits, to the extent that they have accumulated income protection credits, providing the following conditions are met:
- i) Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the Facility;
 - ii) The employee endeavors to make reasonable efforts to attend with a practitioner within their community;
 - iii) When non-local resources are utilized, necessary time up to a maximum of one (1) day may be claimed from income protection.
- (b) As soon as an employee is aware of a date upon which surgery will occur, they shall notify their manager, in writing, of this date and any change

thereto so that staff coverage for their intended absence may be arranged.

- (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (d) An employee may utilize income protection for any period of time where, the employee's presence constituted a health hazard for residents and/or other employees and the employee was instructed by the Employer to leave their place of duty.
- (e) It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

1302

- (a) An employee who is unable to report for work due to illness shall inform their Manager or designate prior to the commencement of their next scheduled shift(s) in accordance with the procedure as determined by the Facility. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift	1.5 hours' notice
Prior to evening shift	3 hours' notice
Prior to night shift	3 hours' notice

Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

An employee returning to work following an absence of one (1) week or more shall provide a minimum of forty-eight (48) hours' notice prior to returning to work.

If the employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay.

1303

- (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.

- (b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1312 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 A) (d) or compassionate care leave as outlined in 1713 (h). The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one day to read three-quarters (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.

1305 Except as provided in 1209, income protection credits will accumulate on the same basis as seniority is accrued under Article 12.

1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.

1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

1308 Income Protection and Workers' Compensation

- (a) An employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to the employee's immediate supervisor.
- (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB).
- (c) By application from the employee, the Employer will supplement the award made by the WCB for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income

protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted or until one hundred and nineteen (119) days from the first day of supplement, whichever is less.

- (d) Regular net salary will be based on the employee's basic salary less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.
- (e) If at any time it is decided by WCB that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by WCB, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.
- (f) Subject to the provision of each plan, the employee may request the Employer reimburse the employee from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, extended health care plan, Disability and Rehabilitation, and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (g) Further to this, the Employer shall notify Workers Compensation of salary adjustments at the time they occur.

1309

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

- ii) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
- (d) Notwithstanding 1309 (b), the employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB directly to the employee.
- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1310 Work Assessment

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

1311 MPI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident the employee must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.
- (b) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - i) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 701 (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - ii) The advance(s) will cover the period of time from the date of

injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:

- seventy percent (70%) of the value of the employee's accumulated income protection credits; or
 - the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
- (c) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- (d) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

1312

Family Illness

Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, common-law spouse including same sex partner and fiancé, dependent child, parent, step-parent, parent-in-law or person who has the employee as the primary caregiver.

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

A dependent child is a natural child, stepchild, foster child, or a child which the employee has legal guardianship over; is under the age of eighteen (18) or has not yet completed Grade 12; is unmarried; not working full-time; and must be financially dependent on the employee.

ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFERS

- 1401 (a) All vacant positions as deemed required by the Employer which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
- (b) Applications for vacant positions shall be awarded to the most senior qualified applicant from the Facility (including employees on layoff).

1402 The Employer agrees to post the name and seniority of the successful applicant for each vacancy within seven (7) working days of the appointment. The name of the successful applicant and their seniority for any position which falls within the scope of this Agreement will be sent to the Union in accordance with Article 506.

At Step 2 of the grievance process and upon request, the Employer agrees to provide a list of all applicants to a posting including the names and seniority of each applicant.

- 1403 (a) All promotions and voluntary transfers are subject to a three (3) month trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.
- (b) During the trial period, an employee shall be returned to their former position by the Employer without loss of seniority
- i) when the employee proves to be unsatisfactory in the new position,
- or
- ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.

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

- (c) If the employee returns to their former position in accordance with (b) i) or ii) above, the employee will be placed in their former position and former employment status. If an employee had replaced them, they too will revert back to their previous position/employment status and so on.
- 1404 When an employee is promoted, their new and future salary will be determined as follows:

- (a) The new salary will be at the rate of the employee's new classification which provides the equivalent of one increment step in relation to the wage rate in their new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
- (b) Subject to 2303, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.

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

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

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

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

1408 (a) Term Positions

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

- i) The Employer will determine whether positions of less than three (3) months will be posted.
 - ii) Term positions of duration of three (3) months or more shall be posted.
 - iii) Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.
- (b) When the Employer determines that a term position, as described above

exists, the position shall be posted in accordance with Article 1401(a) and filled in accordance with Article 1202 and 1401(b).

- i) All employees may apply for the term position
 - ii) Additional postings shall not be required for the position of the employee who may be awarded the term position.
 - iii) Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3107.
 - iv) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
 - v) A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403.
- (c) Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term". In these cases, the Employer shall state on the job posting and all subsequent postings that said term position is an "Indefinite Term" which may expire with forty-eight (48) hours notice.
- i) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
 - ii) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer. In no circumstance will the notice be less than forty-eight (48) hours.
 - iii) Indefinite Terms will be for a maximum of one (1) year unless otherwise mutually agreed between the Union and Employer.
- (d) Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Article 3107 and 2304 shall apply, wherever possible.
- (e) Upon completion of the term position, the employee shall return to their former position.
- i) In the event that the employee's former position is no longer current, an employee shall be entitled to exercise their seniority to

displace an employee in any classification with the same or lower salary range within the site, provided the employee possesses the qualifications and ability sufficient to perform the required work, or to accept lay-off.

- ii) An employee thus displaced shall have the same rights.
- (f) In case an employee on Maternity/Parental Leave wishes to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per 1707(f), the Employer shall state on the job posting that the said term position is a “MAT LOA term” which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.
- (g) Term Employees
- i) A “term employee” is one who is newly hired by the Employer for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
 - ii) In the event that a permanent full-time or part-time employee is awarded a term position, that employee shall maintain their permanent status while in the term position. Full-time and part-time employees shall return to their previous positions upon completion of the term position. Casual employees shall return to their previous status upon completion of the term position.
 - iii) No term employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
 - iv) Should a term employee become permanent without a break in service, their service will be connected for seniority purposes.
 - v) A term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the term employee’s hiring.

- vi) Term employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position.
- vii) If a term employee is promoted or transferred to a permanent position in a new classification, the employee will be required to complete the full probationary period in the permanent position.

A probationary period may be extended if the Employer so requests and the Union agrees.

- viii) A term employee shall have no seniority rights in matters of demotion, layoff and recall.

ARTICLE 15: ANNUAL VACATION

1501 Vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year. The vacation year is April 1st to March 31st of the following calendar year.

1502 A full-time employee who has completed less than one (1) year's continuous employment as of cutoff date indicated in 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.

1503 Annual vacation shall be earned at the rate of:

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

Casual employees will be paid six percent (6%) vacation pay.

1504 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- three (3) weeks per year – 6% of basic pay
- four (4) weeks per year – 8% of basic pay
- five (5) weeks per year – 10% of basic pay
- six (6) weeks per year – 12% of basic pay

1505 Vacation entitlement shall be the amount of vacation hours accrued in accordance

with the rate earned in 1503. Notwithstanding this Article, full-time and part-time employees on an unpaid leave of absence greater than four (4) weeks shall be entitled to select unpaid vacation up to the amount they would have otherwise earned under Article 1503 in accordance with their EFT. Selection of the unpaid vacation shall occur as per the process defined under Article 1507.

1506 The total number of employees that can be on vacation in each classification within the Facility will be determined by the Employer and included in the vacation entitlement posting as per Article 1507.

All requests for vacation leave will be subject to approval of the employee's Manager or designate based on operational requirements and accrued vacation entitlements.

1507 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut off dates as per Article 1501. Priority in the selection of dates shall be given to the employees having the most seniority in each job classification within the Facility.

Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

1508 The Employer will post an approved vacation schedule for the entire year a minimum of one (1) week prior to the commencement of the vacation year as set out in 1501. Such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

1509 An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

1510 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

In extenuating circumstances only, and at the discretion of the Employer, employees may request to have vacation paid out during the vacation year in lieu of taking time off.

1511 Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out at the end of the vacation year.

1512 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year.

- (a) The Employer shall post a notice, no later than November 1st of each year, in a prominent area(s) in the Facility indicating the need for employees to request the scheduling of their remaining vacation.
- (b) The Employer will give due consideration to employee preference and individual circumstances. Where a conflict exists between employee preferences, the employee with the most seniority shall be assigned the vacation period in dispute.
- (c) The requests made during the initial selection period in 1507 shall take precedence and shall not be altered by these requests.
- (d) Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer.

1513 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.

1514 An employee who transfers to another job classification after their vacation request has been approved, shall in consultation with the employee have their vacation scheduled by the Manager or designate of the new classification within the time periods remaining during that vacation year.

1515 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested. Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

1516 An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled at a time mutually agreed between the employee and the Employer. Where this is not possible, the provisions under Article 1512 shall apply.

A part-time employee requested by the Employer to work, and who works additional hours on a scheduled vacation day, shall receive double time for all hours worked.

1517 Long Service Recognition – Vacation

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

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

ARTICLE 16: GENERAL HOLIDAYS

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

New Year's Day (January 1 st)	Louis Riel Day
Good Friday	Easter Monday
Victoria Day	Canada Day (July 1 st)
Terry Fox Day	Labour Day
National Day for Truth and Reconciliation (September 30 th)	Thanksgiving
Remembrance Day	Christmas Day
Boxing Day	

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

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

1603 Subject to 1605 and 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay. Such time shall be placed in the STAT bank.

1604 Subject to 1603 and 1605, if a general holiday falls on the regular day off of an employee or during their annual vacation, the employee shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

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

1606 If a general holiday falls on a day on which an employee is receiving income

protection benefits, the employee 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, they shall be paid from income protection credits for that day at employee's basic rate of pay.

- 1607 Subject to 1603, full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive their regular rate of pay for all days banked. Requests for time off will be reviewed and responded to in a timely manner.
- 1608 The Employer will endeavour to provide all employees with at least two (2) other general holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.
- 1609 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 1610 For the classification of Resident Assistants: When a general holiday falls on the employee's regularly scheduled workday, the employee will work the shift in question except in circumstances where the Facility reduces staffing on the general holiday in which case:
- a) Employees who are regularly scheduled to work on the day that a general holiday occurs will work the shift in question if the employee makes a request in writing at least four (4) weeks in advance to work.
 - b) In the event there are insufficient shifts for the number of employees who have indicated their availability to work on any general holiday, the available shifts will be assigned in order of seniority first to those employees who are regularly scheduled to work the shift in question.
 - c) In the event there are insufficient numbers of employees who indicate their availability to work on any general holiday, the Employer reserves the right to schedule qualified employees in reverse order of seniority to meet operational requirements.
 - d) Employees may request to take general holiday time off from

their general holiday bank at least four (4) weeks prior. Approval will be done in a timely manner and will not be unreasonably denied.

ARTICLE 17: LEAVE OF ABSENCE

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1702 (a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to their former position upon their return at their former increment step.
- (b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks, will be returned to their former classification at their former increment step.
- (c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on their return, is assured only of preferential consideration as to placement in a vacancy with the Employer most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one the employee left, the employee would be put at the first step of the salary range for that classification.
- (d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to their former classification at their former increment step provided that the employee returns to work within the two (2) year period.
- 1703 An employee not reinstated in their former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy within the Facility which is at the level of their former position.

1704 Parenting Leave

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

1705

Parental Leave – Maternity

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

A) Plan A

An employee shall receive Maternity Leave of seventeen (17) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) An employee must provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery.
- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in 1303 (b).

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

B) Plan B

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer; as of the intended date of leave;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;
 - (d) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.

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

Employer as a maternity allowance during their entire period of Maternity leave.

3. An employee who qualifies is entitled to a Maternity Leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 A) (e);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1705 A) (c);
 - (c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Manager.

4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the *Employment Insurance Act*, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.

Following receipt of the above proof, the Employer shall provide the employee a Maternity Leave allowance with the Supplemental Unemployment Benefit (SUB) Plan up to a maximum of seventeen (17) weeks broken down as follows:

 - (a) for the first (1st) week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (b) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 17, shall be on a leave without pay basis.

5. An employee may end their Maternity Leave earlier than the date specified by giving their Employer written notice at least two (2)

weeks or one (1) pay period, whichever is longer, before the date the employee wishes to end the leave.

6. Plan B does not apply to an employee occupying a term position who does not own a permanent position or employees hired on a seasonal basis.
7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

1706 Sections 52 through 57.1(2) inclusive and Section 60 of *The Employment Standards Code* of Manitoba respecting Maternity Leave shall apply.

1707 Parental Leave

- a) In order to qualify for Parental Leave, an employee must be the natural parent of a child or must assume actual care and custody of their newborn child (Paternity Leave) or are one of the parents who adopt a child under the law of the province (Adoption Leave).
- b) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- c) In the case of Adoption Leave the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- d)
 1. An employee who qualifies in accordance with (a), (b) and (c) above must have completed six (6) months of continuous employment with the Employer to be entitled to Parental Leave without pay for continuous period of up to sixty-three (63) weeks.
 2. Except as outlined below, an employee must use current annual vacation which was earned during the previous vacation year, during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or payout any monies owing.

Where Parental Leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carryover of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks but is less than fifty-four (54) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days (e.g.: 38.75, 40 hours) of current annual vacation, pro-rated for part-time. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

3. Subject to 1707 (e) below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or that of the date on which the child becomes into actual care and custody of the employee.

(e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work, unless otherwise approved by the Employer.

(f) An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wants to end the leave. On return from Maternity and/or Parental Leave the employee shall be placed in their former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702 (c) and 1703 above will apply.

1708 In the event of a medical assistance in dying (MAiD) an employee can elect to commence bereavement leave under article 1711 on the date of the scheduled death.

1709 Legal and Investigative Proceedings

Except as provided for in Article 11: Arbitration Procedure, the following shall apply to Legal and Investigative Proceedings:

(a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a party to the proceeding, shall receive leave of absence at their regular basic rate of pay, inclusive of shift premiums and remit to the Employer

any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for, or be required to remit, any reimbursement of expenses for such duty.

- (b) If an employee is subpoenaed as a witness in a work-related matter on their scheduled day off, the Employer and the employee will mutually agree on an alternate time off in lieu.
- (c) Where the Employer requires the employee to participate as a witness in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the employee's regular day of work, the Employer will compensate the employee for the investigation meeting time at the appropriate rate of pay.
- (d) An employee required to attend a court proceeding as a part to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.

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

1711 Bereavement Leave

- (a) An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a spouse, common-law spouse, fiancé, same sex partner, parent, step-parent, mother-in-law, father-in-law, former legal guardian, child, stepchild, daughter-in-law, son-in-law, sibling, step-sibling, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild and any other relative or current foster child who had recently been residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to two (2) additional regularly scheduled consecutive days without loss of pay and benefits as may be necessitated by reason of travel to attend the interment, funeral or initial memorial service.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment, funeral or initial memorial service is at a later date.

- (b) Provided that the employee has not received bereavement leave in

accordance with 1711 (a), necessary time off up to one (1) day at basic pay will be granted an employee to attend an internment, funeral or initial memorial service as a pallbearer.

- (c) Provided that the employee has not received bereavement leave in accordance with 1711 (a), necessary time off up to one (1) day at basic pay may be granted an employee to attend an internment, funeral or initial memorial service as a mourner.
- (d) For the purposes of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the employee.

1712 Emergency Leave

Leave for purposes such as serious personal loss due to a house fire or flood, will be considered on their own individual merits and may be granted at the Employer's discretion subject to operational requirements. An employee granted a leave may request to utilize any banked time available to them.

1713 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 ninety (90) days of employment with the Employer as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and

- 2) the family member requires the care or support of one or more family members.

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

For certainty, a leave may be taken after the end of the twenty-six (26) week period set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

- (e) A family member for the purpose of this Article shall be defined as:
1. a spouse or common-law partner of the employee;
 2. a child of the employee or a child of the employee's spouse or common-law partner;
 3. a parent of the employee or a spouse or common-law partner of the parent;
 4. or any other person described as family in the applicable regulations of *The Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) & 1205 (d). (unpaid leaves)
- (h) Where applicable and subject to the provisions of 1303 (b), an employee may apply to utilize accumulated income protection credits to cover part or all of the Employment Insurance waiting period provided that it isn't greater than two (2) weeks.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1711.

1714

Citizenship Leave

Employees shall be granted the necessary time off, up to four (4) hours, without

loss of basic pay to attend a citizenship ceremony to receive a certificate of citizenship to become a Canadian citizen. The employee shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

Should the employee wish to utilize bank time to cover the remainder of their shift, such requests shall be considered, subject to operational requirements, but will not be unreasonably denied.

1715 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs in accordance with Article 3006.

1716 Leave for Public Office

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on the request, during their term of office.

1717 Union Leave

Upon two (2) weeks prior written notice to the Employer, an employee elected or appointed to represent the Union at a convention or other formal Union function, shall be granted necessary leave of absence without pay for the full shift provided that leaves of absence for Union business are reasonable and during July and August are compatible with the departmental vacation schedule, and unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department.

The Employer will continue to pay the employee subject to total recovery of payroll and related costs by the Employer from the Union. The Union will provide the Employer with written confirmation of dates requested.

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

1719 Interpersonal Violence Leave

(a) For the purposes of this Article the meaning of “common-law partner”,

“dependant”, “interpersonal violence” and “parent” are as defined in sections 59.9(1) and 59.11(1) of *The Employment Standards Code of Manitoba*.

- (b) An employee is entitled to interpersonal violence leave if:
 - i) the employee or a dependent is a victim of interpersonal violence; and
 - ii) the employee has been employed by the same Employer for at least ninety (90) days.

- (c) An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
 - i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - ii) leave of up to seventeen (17) weeks to be taken in one continuous period;
 - iii) employees can take the leave in any order that meets their individual circumstances.

- (d) An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependant:
 - i) to seek medical attention in respect of a physical or psychological injury or disability caused by the domestic violence;
 - ii) to obtain services from a victim services organization;
 - iii) to obtain psychological or other professional counselling;
 - iv) to relocate temporarily or permanently;
 - v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - vi) Any other prescribed purpose.

- (e) For the purpose of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:

- i) a parent;
 - ii) a parent or child of a person referred to in clause i);
 - iii) a spouse or common-law partner of the child;
 - iv) a child of the child; or
 - v) any other person who lives with the child as a member of their family.
- (f) Subject to Article 1719 (g), leave taken under this section is unpaid leave.
- (g) An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under Article 1719 (h) the employee notifies the Employer which days, if any, are to be paid leave.
- (h) Subject to Article 1303 an employee shall be entitled to utilize income protection or banked time for the five (5) days paid leave in Article 1719 (g).
- (i) If an employee takes any part of a day as leave under this Article, the Employer may count that day as a day of leave for the purpose of this Article.
- (j) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.
- (k) An employee who has taken leave under 1719 (c) ii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time off under this Article, 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.
- (l) An employee taking leave under this Article is required to provide the Employer with reasonable verification of the necessity of the leave upon request.
- (m) Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure to another employee is required in order for them to

carry out their duties, where disclosure is required by law or where the employee has given consent.

ARTICLE 18: HOURS OF WORK

1801 Regular daily, biweekly and annual hours of work for full-time employees shall consist of seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly and two thousand and fifteen (2015) hours per year.

For clarification purposes it is understood that these daily hours of work are referenced in this Agreement as eight (“8”) hour shifts.

1802 Rest Periods

- (a) A paid rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.
- (b) An employee who is required by the Employer to remain in the work site and required to work during the rest period, shall receive pay at overtime rates for the entire rest period.
- (c) An employee whose rest period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1803 Meal Periods

- (a) An unpaid meal period will be scheduled by the Employer and will not be less than one-half ($\frac{1}{2}$) hour or more than one (1) hour in duration.
- (b) An employee who is required by the Employer to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- (c) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1804 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

- 1805 (a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at their basic rate of pay; however, when such employee works for any portion of their scheduled shift, they shall receive pay for that entire shift.
- (b) Except as provided in 3107 (e), when an employee is called in to work a

full shift as provided in 1801 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, they shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.

1806

Shifts of Less than the Regular Daily Hours

- (a) The terms and conditions of the Collective Agreement shall apply to employees working shifts of less than seven and a quarter (7.25) hours except as provided thereafter.
- (b) Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:
 - i) Shifts of three (3) hours to five (5) hours shall include one (1) fifteen (15) minute paid rest period.
 - ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.
 - iii) Shifts of greater than six (6) hours but less than seven and a quarter (7.25) hours shall include two (2) fifteen (15) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period.
- (c) In the event an employee is required to work beyond the end of the scheduled shift, the employee shall be paid for all hours worked in excess of the scheduled shift length at the employee's basic salary up to the daily regular hours of work for eight (8) hour shifts applicable to the unit in accordance with Article 1801.
- (d) Overtime rates of pay shall be applicable for time worked in excess of regular hours of work, in accordance with Article 2001.
- (e) Article 1807 (b) above does not preclude the Employer from establishing a shift of less than three (3) hours in duration.

1807

Inclement Weather

When an employee is unable to attend at work 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 able to utilize any banked time they have available to them.

ARTICLE 19: SHIFT SCHEDULES

1901 Shift schedules shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1301 (c) and 1719 (k). Where seven (7) calendar days of such notice is not given the employee, they shall receive payment at the applicable overtime rate for all such work performed.

1902 Shift patterns shall, unless otherwise mutually agreed, provide for the following:

(a) Applicable for eight (8) hour shift patterns

An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum fifteen (15) hours), unless otherwise agreed to between the employee and the Employer.

(b) Alternate weekends off will be granted whenever possible or three (3) weekends off in each six (6) week period.

(c) Applicable to eight (8) hour shift patterns

No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.

(d) Days off will be consecutive wherever possible.

(f) A full-time employee who is receiving the minimum of every third weekend off and who works the third shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second shift (commencing at or about 0800 hours) on the Monday following.

1903 In cases where a shift commences at a time other than one of those specified in Article 713, the shift shall be considered to be the one in which the majority of hours falls.

1904 Relief Positions and Schedules

The following conditions shall apply to relief positions:

(a) If relief positions are created by the Employer; the positions shall be

posted as per Article 14.

- (b) The rotation shall be a non-recurring rotation and posted as per Article 1901.
- (c) The job posting will identify that the shift pattern may be different for each posted schedule.
- (d) Consultation shall occur with the individual employee prior to the posting of the shift schedule.”

1905 Float Positions and Schedules

- (a) Float positions shall be posted in accordance with Article 14.
- (b) Subject to 1901 and 1903, float schedules shall have recurring shift patterns and are assigned based on resident care requirements.

1905 Reassignment

In the event that the Employer needs to reassign staff within the Facility due to operational requirements, they will first look to reassign staff on shift, starting with the most junior qualified employee in the same bargaining unit as the classification where the need exists, who is working in the part of the Facility that has the greatest capacity to release an employee.

1906 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the Facility, and shall not be unreasonably denied.

ARTICLE 20: OVERTIME

2001 Overtime shall be the time worked in excess of the daily or biweekly hours of work as specified in Article 18, or in excess of the normal equivalent full-time hours in the shift schedule for both full-time and part-time employees, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 2002.

- 2002 (a) Employees shall receive two (2 x) times their basic rate of pay for authorized overtime in any one (1) day.
- (b) Employees shall receive one (1x) times their basic rate of pay for authorized overtime due to a missed paid rest period.

- (c) Authorized overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary.
- (d) An employee who works authorized overtime on a general holiday shall receive two and one-half (2½) times the employee's basic rate of pay.

2003 At the employee's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the employee's request, any banked overtime, or portion thereof, shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of eighty (80) hours at any one time. Any overtime in excess of that amount shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31st of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.

2004 Overtime may be cancelled by the Employer prior to the employee reporting for duty as follows:

- (a) Except as stated in (b) below, notification for the cancellation of overtime shall be provided a minimum of three (3) hours prior to the commencement of the start of the overtime period.
- (b) In the event the overtime was authorized within three (3) hours of the commencement of the overtime period, the overtime may be cancelled as soon as reasonably possible.
- (c) Should the employee report for duty prior to the cancellation of the overtime, the employee shall be paid three (3) hours at overtime rates.

2005 Subject to Article 3103, an employee who is absent on paid time off during their posted shift schedule shall, for the purpose of computing overtime pay, be considered as if the employee had worked their regular hours during such absence.

- 2006 (a) Employees working two (2) consecutive full shifts as provided in 1801 shall receive two (2x) times the employee's basic rate of pay for the additional shift.
- (b) For periods of overlap, the employee shall not get the period of overlap paid twice. Employees will receive their basic rate of pay for the period of overlap.

2007 (a) Overtime shall be distributed (offered) as equitably and as reasonably possible among employees who have declared their availability and are

qualified to perform the available work. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.

- (b) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.
- (c) No employee shall be required to work overtime against their wishes when other qualified employees are available and willing to perform the required work. When there are no volunteer employees, such duty shall be assigned starting with the most junior employee on site from the unit that is qualified.

- 2008 Where a full-time employee is required to report back to work outside their regular working hours Article 2104 shall apply.
- 2009 An employee required to work overtime, without advance notice, for a period in excess of two (2) hours immediately following their regular hours of work shall be supplied with a meal at no cost to the employee and if this is not possible, a payment of ten dollars (\$10.00).
- 2010 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 2011 Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

ARTICLE 21: STANDBY AND CALLBACK

- 2101 "Standby" shall refer to any period of time duly authorized by the Employer during which an employee designated by the Employer is required to be immediately available by telephone or other contact and may be required to report to work without undue delay.
- 2102 An employee who is designated by the Employer to be on standby, shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or a pro rata payment for any portion thereof. Shift premiums are not applicable.
- 2103 An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at

the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

- 2104 When an employee returning on a callback is on route and the callback is cancelled, the employee shall be paid for not less than one (1) hour at straight time rates.

ARTICLE 22: PREMIUMS

- 2201 (a) Evening Shift

Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of two dollars (\$2.00) per hour for that shift.

The evening shift premium shall also be applicable to each hour worked after 1600 hours on a modified day or evening shift during which at least two (2) hours are worked after 1600 hours.

- (b) Night Shift

Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of three dollars and fifty cents (\$3.50) per hour for that shift.

- 2202 Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

- 2203 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 where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 23: SALARIES, INCREMENTS AND TEMPORARY ASSIGNMENTS

- 2301 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

- 2302 (a) Employees shall be paid every two (2) weeks;
- (b) Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1801, the Employer agrees to issue a manual cheque or direct deposit within four (4)

business days after becoming aware of the error, upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

2303 Increments for full-time employees shall be due on the anniversary date of the employee's date of employment. Subject to Article 1203 (c), when an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2304 Temporary Assignment of Duty

- (a) In the event that an employee is assigned temporarily to a higher paid position, within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid the higher of a premium of seventy cents (\$0.70) per hour, or the Start rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which the employee is assigned.
- (b) In the event that an employee is assigned temporarily to a higher paid position of the Employer but which is out of scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid a premium of eighty cents (\$0.80) per hour.

2305 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A" plus academic allowance where applicable.

2306 The Employer shall endeavor to have detailed cheque stubs made available one (1) day preceding payday, or earlier if possible.

2307 (a) When an employee reports to work, or is called, and is requested to work in a lower paid classification the employee shall be paid their current rate of pay.

(b) When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.

2308 No employee will be temporarily assigned to a vacant position for more than three (3) months. If after three (3) months the position is still to be filled on a temporary basis, a temporary appointment will be made.

2309 Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the

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

2310

Telephone calls outside of work hours

When an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:

- (a) An employee who has not completed their regular daily or biweekly hours of work shall be paid at their basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at their basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
- (b) An employee who has completed their regular daily or biweekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
- (c) For purposes of calculation as per (a) and (b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- (d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their Supervisor for processing.
- (e) The parties agree that when an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the telephone consult shall not constitute a callback to work.

ARTICLE 24: PRE-RETIREMENT LEAVE

2401 Employees who:

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

shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment calculated in accordance with Article 2402.

2402 Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the site with the Employer and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

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

2403 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

2404 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this Collective Agreement.

2405 Effective date of ratification, where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to their estate.

2406 An employee who has received a pre-retirement benefit under the provisions of this Article that is re-hired by any Employer that is part of any Employers Organization will not be entitled to receive the pre-retirement benefit again.

ARTICLE 25: EMPLOYMENT SECURITY, LAYOFF AND RECALL

2501 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

2502 Employment Security

- (a) The Employer shall notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of staff. The information provided shall include:
 - i) identification of position;
 - ii) name of incumbent(s);
 - iii) reasons for deletion.
- (b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the employee shall be:
 - i) given the opportunity to fill any current vacancy with the Employer provided they possess the seniority, qualifications and ability to perform the position; or
 - ii) Article 2505 (b) shall apply.

Any employee thus displaced shall have the same rights.

- (f) Should the employee choose to not exercise seniority rights under Article 2505 (b) then the employee shall be placed on layoff.
- (g) In the event of (e) above occurring, and in conjunction with (h) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with future employment opportunities.
- (h) The Employer and Union will also cooperate with other Employers, Unions, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader retraining effort where reasonably possible.

2503

Layoff

In the event of a layoff, employees other than probationary or term employees shall receive notice or pay in lieu of such notice as follows:

- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
- (b) four (4) weeks' notice for layoff of more than eight (8) weeks.

2504

When reducing staff, senior employees within the Facility shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

2505

- (a) If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.
- (b) If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise their seniority to displace an employee in any classification, regardless of EFT, with the same or lower salary range within the bargaining unit, provided the employee possesses the qualifications and ability sufficient to perform the required work, or to accept layoff.

Any employee thus displaced shall have the same rights.

- (c) When exercising their seniority, an employee shall not be entitled to displace into more than one established position within the Employer.
- (d) For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering displacing into is within three percent (3%) of the maximum of the salary range for the position currently held by the employee.

- (e) Should the employee displace into a position with a salary range considered to be the same, the employee will be paid at the same increment level that they currently hold.
- (f) In the event an employee chooses not to exercise their rights under 2505 (b) above, the employee shall be placed on layoff.

2506 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when they return to work on an incidental basis.

2507 Notwithstanding Article 3107 additional available shifts/hours shall be offered to an employee on layoff, before part-time and casual employees, provided the employee possesses qualifications and ability sufficient to perform the required work. The employee on layoff will receive preferential consideration for the assignment of additional available shifts/hours provided that this will not result in the employee working in excess of their previous EFT commitment. Notwithstanding Article 1906, when an employee does not work part or all of said additional available shifts/hours, for any reason, payment shall be made only in respect of hours actually worked.

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

- (a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:

$$\begin{array}{r}
 \text{Additional available hours} \\
 \text{worked by the laid off} \\
 \text{employee} \\
 \hline
 \text{Full-time Hours}
 \end{array}
 \times
 \begin{array}{l}
 \text{Entitlement of Full-time Employee}
 \end{array}$$

- (c) Seniority shall be calculated in accordance with regular hours worked;
- (d) The employee shall be paid five percent (5%) of the basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit;
- (e) Participation in benefit plans is subject to the provisions of each plan.

- (f) Any period of time during a layoff when the employee works additional available shifts/hours or works in a term position shall not extend the three (3) year period referenced in Article 1206 (c). However, an employee on layoff who is recalled into a term position shall retain their right to be recalled into a permanent position while working in the term position.
- (h) Employees working such additional shifts shall retain their increment step for their previous position they had prior to being placed in layoff.

2508 In the event of a permanent layoff, accumulated vacation, general holidays, and banked overtime shall be paid out at the time of the layoff. In the event of a temporary layoff, an employee may request to have their accumulated vacation, general holidays and banked overtime paid out. Any remaining hours within these banks will be paid out at the appropriate year end in accordance with the Collective Agreement.

2509 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

2510 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

2511 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

2512 Recall

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.

2513 Recall shall be made in writing either by personal service or registered mail and shall provide for at least one (1) week's notice to report back to work. To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with their current address, and contact information, and further, must inform the Employer of any address changes.

2514 Should a laid off employee be recalled to a term position, the provisions of the Collective Agreement shall apply as modified hereinafter:

- (a) an employee who is awarded a term position which is of a lesser EFT than what the employee occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional available hours in accordance with Article 3107 (a) providing that this will

not result in the employee working in excess of their previous EFT commitment;

- (b) at the expiry of the term position, the employee will return to the recall list;
- (c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2515 The right of an employee who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in 2511, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of layoff.

2516 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that they decline employment in a lower classification or lower EFT than the employee held prior to layoff, shall not terminate for failure to report for duty in that instance.

ARTICLE 26: TRANSPORTATION ALLOWANCE

2601 If the Employer requires an employee to:

- (a) Arrive at or leave the Facility between 0001 and 0600 hours and if they do not have their own transportation, the Employer will reimburse the employee for taxi fare.
- (b) Return to the Facility on a callback shall be paid the prevailing Province of Manitoba mileage rate per kilometer for use of their own personal vehicle subject to a minimum of four dollars (\$4.00) and a maximum of twenty-five dollars (\$25.00) return trip or reimbursed taxi fare/Uber-type to and from the Facility subject to a maximum of twenty-five dollars (\$25.00).
- (c) i) Use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, the employee shall be reimbursed in accordance with the applicable prevailing Province of Manitoba mileage rates with

a minimum of four dollars (\$4.00) per return trip.

- ii) On a regular basis, to use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, to travel to meetings and appointments within the community area, often within a few kilometers or less, the parties agree that the minimum payment per trip shall not apply.

2602 Escort Duty

An employee reporting for work and/or assigned to escort duty shall be paid at the appropriate rate of pay for time involved with the resident, with a minimum guarantee of three (3) hours pay. Where such escort duty results in the employee being away from the work site for four (4) hours or more, upon presentation of an appropriate receipt, the employee shall be reimbursed up to a maximum of ten dollars (\$10.00) for the purchase of a meal.

ARTICLE 27: EDUCATION AND TRAINING

2701 Employees shall be encouraged to improve their abilities by participation in available training programs.

2702 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to their employment with the Employer.

2703 Course Attendance

- (a) i) Where the Employer requires an employee to attend educational conferences, workshops, programs, certifications or courses during their regular hours of work, the employee shall be paid their regular rate of pay (at straight time rates). The Employer shall pay all registration/tuition fees and approved expenses.
- ii) Where the Employer requires an employee to attend educational conferences, workshops or courses outside of their regular hours of work, the employee shall either be paid their regular rate of pay (at straight time rates), or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the schedule of the program attended, and they shall be paid their regular pay (at straight time). The Employer shall pay all registration/tuition fees and approved expenses.

- (b) An employee required by the Employer to attend educational conferences, workshops, or courses (outside of their city/town or an eighty (80) km boundary) that requires an overnight stay of one night or more, shall be paid as follows:
- i) Where the employee leaves for, or attends the conference, workshop or course during their regular work day, they shall be paid their regular day's salary for that day.
 - ii) Where the employee attends a course or conference outside of their regular working hours, for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular day's salary for their normal shift length. Anything past their regular shift length shall be paid the regular rate of pay prorated for less than twenty-four (24) hour periods.
 - iii) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at their regular rate of pay.
 - iv) All travel arrangements and accommodations must be approved by the Employer in advance.
 - v) Employees are entitled to cash advances for anticipated expenses related to an out-of-town trip

2704 An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications provided the examination is related to their employment with the Employer.

2705 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

2706 Unless mutually agreed otherwise, employees who are hired by the Employer in an underfill capacity shall pay for any training and/or education required to achieve the minimum qualifications of the position they are underfilling.

2707 Education, training, workshops or courses necessary to achieve a federal, provincial or municipal certification, licensure or ticket which is necessary for the employee's classification as stipulated in the specific job description, including any mandated recertification, renewal or relicensing, will not be subject to Employer payments as noted above and the employee will be responsible for all

associated costs. This shall also apply when a regulatory body requires educational conferences, workshops or courses to be taken to maintain a ticket, license or certificate.

ARTICLE 28: NOTICE OF TERMINATION OF EMPLOYMENT

2801 An employee may terminate their employment by giving four (4) weeks' written notice, exclusive of vacation.

Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform their regular duties.

2802 Employment may be terminated with lesser notice or without notice:

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

2803 The Employer may give equivalent basic pay in lieu of notice.

2804 Subject to other provisions contained in this Agreement relative to termination of employment, the Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement on the pay deposit applicable to the pay period in which the termination date has occurred. Where an employee's employment is terminated by the Employer, the Employer will make available within ten (10) calendar days after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation time.

2805 The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.

ARTICLE 29: DISCIPLINE AND ACCESS TO PERSONNEL FILES

2901 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of a member of the Senior Leadership Team in consultation with the Chief Executive Officer. Such employee shall be advised promptly in writing, either by registered mail or personal service, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

- 2902 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if they so desire.
- 2903 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 2904 Upon written request, an employee shall be given the opportunity to examine any document which is placed in their personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee, and the employee's reply to any such document shall also be placed in their personnel file. Upon written request the employee shall also receive an exact electronic copy of any document forming part of their file at their own expense. The Employer shall endeavor, where reasonably possible, to provide the copy within three (3) business days.
- 2905 An employee accompanied by a Union Representative if the employee so elects, may examine their personnel file on request within seven (7) calendar days. The employee shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2906 An employee required by the Employer to attend a disciplinary, investigative and/or attendance support meeting outside of their regular scheduled hours shall be compensated at the appropriate rate of pay for the duration of the time the employee is in attendance at the meeting.
- 2907 There shall be one (1) personnel file maintained by the Employer for each employee.
- 2908 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

ARTICLE 30: EMPLOYEE BENEFITS3001 Dental Plan

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

3002 Healthcare Employee Benefit Plans (HEB) Disability and Rehabilitation Plan

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

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

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

- 3003 (a) The parties agree to participate in the HEB Manitoba Pension Plan (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEB Manitoba Pension Plan Trust Agreement, HEB Manitoba Pension Plan text and other applicable written policies and guidelines.
- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this Agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEB Pension Plan text are not sufficient to fund the necessary pension benefits, the parties to this Agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

3004 Extended Health Care Plan

- All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEB Manitoba Extended Health Care Plan.

- New employees will, as a condition of employment, be required to participate in the Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Plan premiums will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

Any other enrolment changes will be as per the HEB Manitoba plan text.

3005

Health Spending Account (HSA):

- A Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba Extended Health Benefit Plan and the HEB Manitoba Dental Plan.

- The annual HSA benefit amounts shall be:

\$700 for full time employees*

\$350 for part time employees

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

3006

Premiums when on Unpaid Leave of Absence (LOA)

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

Subject to the terms of the plan, where an employee is on any return to work

program where all or a portion of the employee's wages are being paid by the Employer, the Employer will pay the Employer's share of the premiums on the condition the employee is paying their share.

ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES

3101 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in accordance with Article 1801 (e.g., 1885, 1950, 2015 and 2080 hours) in any one year.

3102 Income Protection in Case of Illness

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

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

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

3103 Annual Vacations

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

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

- (b) Part-time employees may select and take vacation only for the amount of vacation hours accrued, up to their EFT, in accordance with the hours earned in (a) above.
- (c) A part-time employee is only able to use accrued vacation for time off up to their established EFT. Vacation pay accrued above the employee's

established EFT in accordance with (a) will be taken as vacation payout at the employee's basic rate of pay at the beginning of each vacation year.

- (d) Unless otherwise specified, vacation pay for part-time employees shall be for the full shift taken.
- (e) Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by the end of the vacation year.

3104

General Holidays

- (a) Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- (b) Where a general holiday falls on a part-time employee's normally scheduled day of work, and the employee is not scheduled to work due to service reductions, the Employer, at the request of the employee, will endeavor to schedule an equivalent number of hours within the pay period payable at straight time rates. This request must be made prior to the date of the recognized holiday and is subject to availability of work and shall not be unreasonably denied.

3105

Overtime

Eight (8) Hour or Less Shift Patterns

Part-time employees shall be entitled to overtime rates in accordance with Article 2002 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal equivalent full-time hours in the biweekly pay period.

3106

Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time annual hours of work with the Employer as specified in Article 1801 until the maximum of the appropriate salary schedule is attained.

3107

Assignment of Additional Hours

- (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are qualified and able to perform the required duties. Such additional hours shall be distributed (offered) as equitably as reasonably

possible. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.

- (b) It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer.
- (c) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.
- (d) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, the employee will henceforth be offered additional hours at the sole discretion of the Employer.
- (e) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (f) Additional hours worked by a part-time employee shall be included when determining an employee's seniority, accumulated vacation pay, accumulated income protection credits, pre-retirement leave and general holiday pay in accordance with Article 3101.
- (g) No benefits other than those referenced in (f) above shall be based on additional hours.
- (h) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).
- (i) Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.
- (j) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1408, the employee shall be entitled to income protection benefits and bereavement leave.
- (k) The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a part-time employee per calendar month only when the Employer has identified that

an employee requires the shift(s) to retain skills within a secondary classification. It is further understood that this shall be an exception to the rule, therefore where the Union advises the Employer that such shift(s) have been offered to an individual employee on a more frequent basis than is deemed acceptable, the parties shall meet to negotiate a mutually agreed upon resolve.

- (1) When part-time employees are offered and accept additional shifts that are outside the regularly assigned schedule, it shall not be construed as a change of shift or eligible for overtime payments, unless the employee works in excess of the daily or biweekly hours of work, as specified in Article 18.

3108 Callback

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

3109 Part-time employees shall be entitled to leave as identified within the provisions of Article 17.

ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES

3201 Occupying More Than One Position – Concurrent Employment

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

- (a) Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing their former position. If approved, it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

- (c) Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e., the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- (d) All salary and benefit plans shall be applied on the basis of all regular hours worked.
- (e) Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.
- (f) Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department supervisor/manager, or designate, and will be considered independently based on the operational requirements of each department.

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

- (g) Employees taking on an additional position will be subject to a three (3) month trial in accordance with Article 1403.
- (h) Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available shifts in the same occupational classification where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2507. Such preferential consideration shall apply for a period of one year or until such time as the employee secures an alternate position, whichever occurs first.
- (i) Where an approved arrangement is later found to be unworkable by the employee, the employee shall be required to give two (2) weeks' written notice, exclusive of vacation, that they wish to relinquish one of the positions held.
- (j) The provisions of 1902(b) may be waived by mutual agreement between the Employer and the employee.

ARTICLE 33: SPECIAL PROVISIONS RE. CASUAL EMPLOYEES

- 3301 “Casual employee” shall mean a person who replaces an absent employee or is called in to supplement staff coverage. The terms of this Agreement shall not apply to such casual employee, except:
- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
 - (b)
 - i) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - ii) Salary increments for casual employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.
 - (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 22.
 - (d) Casual employees required to work on a general holiday shall be paid at the rate specified in Article 1602.
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 2001 and 2002.
 - (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
 - (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
 - (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (i) Casual employees 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.
 - (j) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a full-time or part-time employee in accordance with Article 1201 and 1401(b), the

position shall be awarded to the most senior casual applicant subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.

- (k) Casual employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay deposit.
- (l) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as the employee received in their former position.
- (m) Articles 10 and 11 herein apply only with respect to the terms of this Article.

ARTICLE 34: COMMITTEES

3401 Labour/Management Committee

- (a) The parties agree to establish a joint Labour/ Management committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.
- (b) The Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed four (4) members. The Union may at any time have a National Representative from the Canadian Union of Public Employees attend in addition to its two (2) Committee members.
- (c) The Committee shall meet at a mutually agreeable time at the request of either party subject to ten (10) calendar days' notice being given but not less than quarterly unless otherwise mutually agreed. An agenda will be prepared by the calling party with input from the other party and shall be distributed five (5) calendar days prior to the meeting taking place.
- (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

3402

Workplace Safety and Health Committee

- (a) A joint union/management Workplace Safety and Health Committee, as per *The Workplace Safety and Health Act*, shall be established to examine all aspects of safety and health within the workplace having regard for:
- i) the number of employees in the workplace;
 - ii) the type of work performed in the workplace and the degree of hazard involved;
 - iii) the complexity of the workplace operations, and the size, location and nature of the workplace.
- (b) The size of the committee shall be determined taking into account the factors listed above. Each party shall appoint their representatives.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices within the workplace. The duties of the Committee include, but may not be limited to:
- i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
 - iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - iv) cooperation with the occupational health service, if such a service has been established by the Employer;
 - v) cooperation with a safety and health officer who is exercising their duties under *The Workplace Safety and Health Act*;

- vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the Committee; and
 - viii) such other duties as may be specified in *The Workplace Safety and Health Act* regulations.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, and posted on appropriate bulletin boards.
- (e) Recommendations for corrective actions for unresolved issues shall be referred, in writing, to the Senior Administrative Officer as determined by the Employer (or designate) and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

ARTICLE 35: TECHNOLOGICAL CHANGE

3501 Technological change shall mean the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or adversely affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

3502 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which the employee has the seniority and for which the employee has the qualifications and ability to perform. If there is no vacancy, the employee shall have the right to displace employees with less seniority in accordance with the provisions of Article 25.

3503 Training Benefits

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

ARTICLE 36: UNIFORMS AND PROTECTIVE CLOTHING

- 3601 (a) Where employees are not provided a uniform by the Employer, but are required to wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of ten cents (\$0.10) per hour for all hours worked.
- (b) When an employee is receiving the above allowance, the uniform must conform to the standards established by the Employer. The employee will be responsible for the purchasing, laundering and maintaining of said uniform.
- (b) When an employee is provided a uniform, the Employer may elect to launder, alter and/or maintain the uniform. Where the Employer does not elect to launder, alter and/or maintain the uniform, the employee will be responsible for the laundering, altering and maintenance of the uniform. If uniforms provided become damaged or are no longer presentable during the course of their duties, the Employer will replace said uniform piece. All such items remain the property of the Employer and must be accounted for upon request and returned on termination or transfer to a classification where they are no longer required, or the cost of same will be deducted from the employee's regular or final pay deposit.
- 3602 In accordance with *The Workplace Safety and Health Act*, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required.

- 3603 (a) In recognition of the fact that, as a direct result of performing their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, following documentation of and receipt of the incident, conditional upon the Employer's procedures and policies having been followed. The validity of such compensation payment will be determined by the Employer.
- (b) Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

ARTICLE 37: OVERPAYMENTS

3701 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

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

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

3702 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

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

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

3703 "Under deduction" shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

3704 (a) All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.

(b) The deduction will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted. The proposed deduction is made over a period of time that is the same as the length of the under deduction.

(c) Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

(d) Employee Benefit Forms / Under Deduction

An employee failing to submit their benefit and/or pension forms on a timely basis or to ensure appropriate notification prior to a return from leave of absence may result in an under deduction.

In order to initiate or maintain continuity of benefits and pension contributions, under deductions will be corrected as soon as possible with the Employer and the employee making their required contributions.

Failure to do so may negate the availability of these benefits to the employee or may result in the employee having to provide evidence of proof of insurability to the benefit provider.

ARTICLE 38: INDIGENOUS REPRESENTATIONAL WORKFORCE

3801 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories, and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

3802 The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The Employer agrees to access resources that the Southern Health-Santé Sud has available and are appropriate considering the residents and staff of the Facility, to achieve the goal in 3801.

3803 The Employer will also access Southern Health-Santé Sud educational opportunities for all employees to promote awareness of cultural diversity including Indigenous peoples. This will include enhanced orientation sessions for new employees to promote cultural awareness including Indigenous peoples. Anti-racism education will be offered. The Union will encourage participation in such efforts amongst its members

3804 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the *Calls to Action* outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

ARTICLE 39: INSURANCE COVERAGE

3901 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

SCHEDULE "A"

Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	20 Year
Resident Assistants	Hourly	20.090	20.694	21.314	21.952	22.612	23.291	23.756
	Monthly	3,373.446	3,474.868	3,578.976	3,686.107	3,796.932	3,910.947	3,989.028
	Annual	40,481.350	41,698.410	42,947.710	44,233.280	45,563.180	46,931.365	47,868.340
Recreation Aides	Hourly	20.090	20.694	21.314	21.952	22.612	23.291	23.756
	Monthly	3,373.446	3,474.868	3,578.976	3,686.107	3,796.932	3,910.947	3,989.028
	Annual	40,481.350	41,698.410	42,947.710	44,233.280	45,563.180	46,931.365	47,868.340
Therapeutic Recreation Facilitators	Hourly	21.219	21.855	22.512	23.189	23.882	24.598	25.091
	Monthly	3,563.024	3,669.819	3,780.140	3,893.820	4,010.186	4,130.414	4,213.197
	Annual	42,756.285	44,037.825	45,361.680	46,725.835	48,122.230	49,564.970	50,558.365
Therapeutic Recreation Facilitators & Volunteer Coordinator	Hourly	21.219	21.855	22.512	23.189	23.882	24.598	25.091
	Monthly	3,563.024	3,669.819	3,780.140	3,893.820	4,010.186	4,130.414	4,213.197
	Annual	42,756.285	44,037.825	45,361.680	46,725.835	48,122.230	49,564.970	50,558.365

LETTER OF UNDERSTANDING #1

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5556

-AND-

REST HAVEN CARE HOME INC.

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

During the term of the 2023 to 2027 Collective Agreement, the Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 18 during the life of this Collective Agreement.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 29th day of November, 2024 at Winnipeg, Manitoba.

**FOR:
REST HAVEN CARE HOME INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5556**

James Nickel

Destiny
Destiny (Nov 29, 2024 16:41 CST)

Emily Knelsen

[Signature]

Samantha
Samantha (Nov 29, 2024 12:19 CST)

JMc/sc/cope491

Julie McClurg
Julie McClurg (Nov 29, 2024 13:11 CST)

LETTER OF UNDERSTANDING #2

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5556

-AND-

REST HAVEN CARE HOME INC.

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

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

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

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship. Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

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

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

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

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return-to-work initiatives with respect to any employee.

The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within their restrictions and limitations as documented by a qualified medical practitioner.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 29th day of November, 2024 at Winnipeg, Manitoba.

**FOR:
REST HAVEN CARE HOME INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5556**

James Mitchell

[Signature]
Destiny (Nov 29, 2024 16:41 CST)

Emily Knelson

[Signature]
Samantha (Nov 29, 2024 12:19 CST)

JMc/sc/cope491

[Signature]
Julie McClurg (Nov 29, 2024 13:11 CST)

LETTER OF UNDERSTANDING #3

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5556

-AND-

REST HAVEN CARE HOME INC.

RE: HEB PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the 2023 to 2027 Collective Agreement, should another health care union receive enhanced HEB pension or benefit plan improvements under the HEB plans, the employees will also receive the same enhancements at the same time, if Southern Health-Santé Sud negotiates them for Rest Haven. Rest Haven will ask Southern Health-Santé Sud to negotiate the same enhancements for its employees.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 29th day of November, 2024 at Winnipeg, Manitoba.

**FOR:
REST HAVEN CARE HOME INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5556**

James Nittel

Destiny
Destiny (Nov 29, 2024 16:41 CST)

Emily Knelsen

[Signature]

Samantha
Samantha (Nov 29, 2024 12:19 CST)

JMc/sc/cope491

Julie McClurg
Julie McClurg (Nov 29, 2024 13:11 CST)

LETTER OF UNDERSTANDING #4

-BETWEEN-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5556

-AND-

REST HAVEN CARE HOME INC.

RE: INCREASE IN EFT

Notwithstanding Article 14: Vacancies, Promotions and Transfers, the parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

The EFT of a part-time employee may be increased on a permanent or temporary basis in accordance with the following process:

- a) The Employer shall determine the total EFT that can be allocated within the department and provide this information to the Union.
- b) The Employer shall communicate to all part-time employees in the department the EFT and shift pattern(s) available for the increase in EFT process.
- c) Requests to increase EFTs shall be made in writing by part-time employees and will indicate the maximum EFT to which they wish to increase.
- d) An employee may increase their EFT up to a 1.0 EFT.
- e) In considering requests, the Employer shall consider such factors as current EFTs, concurrent positions, shift assignments, shift schedules, the department needs and the requirements of Article 19: Shift Schedules.
- f) A part-time employee who is unable to demonstrate regular attendance in their current position(s) may not be eligible to increase their EFT unless mutually agreed to between the Union and the Employer.
- g) If the requests by employees within a department exceed the availability within that department as determined by the Employer, the Employer shall offer in order of seniority.
- h) Where an increase in EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT and effective date as soon as reasonably practicable.

- i) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- j) Any changes to the shift pattern as a result of the increase in EFT shall be done in accordance with Article 19: Shift Schedules and any pre-approved vacation will be honored unless mutually agreed between the Employer and the employee.
- k) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation to post vacant positions.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 29th day of November, 2024 at Winnipeg, Manitoba.

**FOR:
REST HAVEN CARE HOME INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5556**

James Nickel

Destry
Destry (Nov 29, 2024 16:41 CST)

Emily Knelsen

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Samantha
Samantha (Nov 29, 2024 12:19 CST)

JMc/sc/cope491

Julie McClurg
Julie McClurg (Nov 29, 2024 13:11 CST)

LETTER OF UNDERSTANDING #5**-BETWEEN-****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5556****-AND-****REST HAVEN CARE HOME INC.****RE: CENTRAL TABLE NEGOTIATIONS AND HEALTHCARE INCENTIVES**

Central Table Negotiations

If the Employer receives the funding and approval from Southern Health–Santé Sud, any General Wage Increase, shift premium, weekend premium, overtime, transportation allowance, vacation entitlement, income protection accumulation and general holiday increase differential negotiated at the Central Bargaining Table between Provincial Health Labour Relations Services and CUPE (applicable during the period November 23, 2023 to November 22, 2027) shall be implemented for the employees employed by the Employer including retroactivity within this period, if applicable. Any such increases are applicable only to premiums and monetary items in the Collective Agreement effective November 23, 2023 to November 22, 2027, and shall not result in new categories of premiums not contained in that Agreement.

Healthcare Incentives

For the term of this Collective Agreement (November 23, 2023, to November 22, 2027), and only to the extent the Employer receives funding from Southern Health–Santé Sud to provide the incentives, monetary or other, the Employer will provide the incentives negotiated between the Provincial Health Labour Relations Services and CUPE for the classifications in this bargaining unit during the applicable time period.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 29th day of November, 2024 at Winnipeg, Manitoba.

**FOR:
REST HAVEN CARE HOME INC.**

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5556**

James Mitchell

Destiny
Destiny (Nov 29, 2024 16:41 CST)

Emily Koelsen

751

Samantha
Samantha (Nov 29, 2024 12:19 CST)

Julie McClurg
Julie McClurg (Nov 29, 2024 13:11 CST)

ER signed - First CA 5556 RH 2023 11 23 to 2027 11 22

Final Audit Report

2024-11-29

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By:	Michelle Chaychuk (mchaychuk@cupe.ca)
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