

COLLECTIVE AGREEMENT

Between

**Manitoba Baptist Home Society Inc.
Operating as Meadowood Manor**

And

Unifor Local 4209



April 1, 2012 to March 31, 2017

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 of the facility.

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Employer recognizes Unifor as the sole and exclusive collective bargaining agent for all employees of the Manitoba Baptist Home Society Inc operating as Meadowood Manor as defined in The Manitoba Labour Board Certificate MLB-7005 and employed in classifications outlined in Schedule “A” attached to and forming part of the Agreement and any other classifications that may, from time to time, come within the scope of the certification.
- 1.02 When new classifications which fall within the scope of this Collective Agreement are added to Schedule “A” the Employer will notify the National Representative of the Union in writing of the title and proposed rate of pay of the new position. Within thirty (30) calendar days of receipt of notice, the Union may enter into negotiations with the Employer in respect of said new position. In case of failure to reach agreement, the matter may be treated as a grievance and taken up through the grievance procedure and if not resolved, the matter may be referred to arbitration for a decision.
- 1.03 The Employer undertakes that it will not enter into any other agreement or contract with the employees in the above bargaining unit and represented by the Union, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 1.04 **MANAGEMENT RIGHTS** – The Union recognizes that the managing of the Facility and direction of the working force, including the right to plan, direct and control the Facility operation; to hire, promote, demote and transfer; to increase or decrease the working force; to determine the work to be done; to discipline, suspend or discharge for cause; the right to make, reasonable rules and to determine the level of quality of work performance, or designate the place of work is vested exclusively in the Employer.

The Employer agrees that, in administering this Agreement, it will act reasonably, fairly and in good faith and in a manner consistent with the Agreement as a whole.

- 1.05 It is agreed that the provisions of this Agreement, unless otherwise specifically provided for, shall be applied to part time employees on a prorated basis, based on their regular hours worked in comparison to those of a full time employee.

ARTICLE 2 – DEFINITIONS

- 2.01 The word “Employee” shall mean any full time or part time employee covered by this Agreement and shall include casual employees only where an article specifically refers to them.
- 2.02 The words “full time employee” shall mean an employee, who on a regular and recurring basis, works the full bi-weekly working hours, as set out in Article 14.01, exclusive of overtime.
- 2.03 The words “part time employee” shall mean an employee who, on a regular and recurring basis, is scheduled and works less than the prescribed bi-weekly hours, as set out in Article 14.01, exclusive of overtime.
- 2.04 A “casual employee” is one who replaces an absent full time or part time employee or is called in to supplement staff coverage. The terms of the collective agreement shall not apply to casual employees except as set out in Article 29.
- 2.05 The words “grant employee” shall mean a person who is hired on a full time or part time basis, but whose duration and conditions of employment are subject to a grant obtained by the Employer. Such employees are not covered by the conditions of this Agreement.
- 2.06 A “temporary position” shall mean a position which exists due to the absence of a regular full time or part time employee or exists for a specific period of time for a specified reason. The minimum duration of a temporary position will be eight (8) weeks and the approximate maximum duration, if known, will be fifty-four (54) weeks. The maximum duration of an “indefinite temporary position” as defined in Article 17.02 will be twenty-six (26) months.
- 2.07 “Anniversary Date” shall mean the date upon which an employee was last hired as a full time or part time employee in a permanent or term position in the bargaining unit. “Employment” or “Service” shall mean the period of time since an employee was last hired as a full time or part time employee in a permanent or term position in the bargaining unit. These terms are all used for the purposes of calculating entitlements pursuant to the Agreement including but not limited to; vacation, bonus vacation and pre-retirement leave.
- 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 service even when a casual employee subsequent becomes a full time or part time employee unless otherwise stipulated in Article 29 of this Agreement.
- 2.08 The word “qualification(s)” shall mean the required knowledge, education, related experience or certificate as determined by the Employer to adequately perform the job demands and requirements.
- 2.09 The masculine shall be construed as including the feminine and the singular the plural where required. The feminine shall be construed as including the masculine and the plural the singular, where required.

ARTICLE 3 – DEDUCTION OF UNION DUES

- 3.01 The Employer shall deduct on the payroll for each pay period from the wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the union dues in accordance with The Union Constitution. The dues deduction formula shall be compatible with the Employer's payroll system.
- 3.02 Said deductions shall be remitted by the Employer to the Local Financial Secretary of the Union or designate not later than thirty (30) calendar days following the month in which the deductions are made. The Employer shall, at the time of making each payment, provide a detailed list of names and amount of dues deducted from each employee who has had dues deducted from her pay.
- 3.03 The amount to be deducted shall be equivalent to the regular dues payment of the Union and may include initiation fees.

The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this article shall be applicable to the Union on receipt by the Employer of notice in writing from the Union of the amount of regular monthly dues.

- 3.04 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Employer pursuant to the first paragraph of this section of this Agreement, both parties shall cooperate in the defence of such action.

The Union shall indemnify and save harmless the Employer from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

- 3.05 Each year the Employer will calculate the amount of union dues deducted from the employees' pay and shall indicate the same on the T-4 slip for each employee.
- 3.06 Upon request, the Employer shall furnish to the Union the name, address, telephone number, classification and rate of pay of each employee covered by the agreement. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 3.07 The Employer agrees that it will require all new employees to complete Union Form ORB-1771 and forward the completed form to the Local Union Office within thirty (30) calendar days of hiring of the new employee.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01 The Employer agrees that during the life of this Agreement it will not cause or direct any lock-out of its employees; and the Union agrees that during the life of this Agreement there will be no strikes or work stoppages.

- 4.02 It shall not be a violation of this Agreement or cause for discipline for an employee to refuse to cross a picket line or to refuse to perform work which would directly facilitate the operation of another employer whose employees are locked out or on legal strike.

ARTICLE 5 – PROBATIONARY PERIOD

- 5.01 A newly hired employee shall be on probation for one hundred and twenty calendar days from the date of hiring.

During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.

Probationary employees may be terminated during the probationary period provided that the Employer determines in good faith and on a fair, reasonable, non-arbitrary and non-discriminatory basis that the employee is not suitable for the position.

Any employee's probationary period may be extended by an additional sixty (60) calendar days by mutual consent between the Employer and the Local Chairperson of the Union or designate.

ARTICLE 6 – NOTICE

- 6.01 An employee may terminate her employment by giving two (2) weeks written notice, exclusive of vacation.
- 6.02 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, or;
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

ARTICLE 7 – SENIORITY

- 7.01 Seniority is defined as an employee's cumulative hours worked since last entering the employ of the Employer in a term or permanent full time or part time position within the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, recall and as set out in other provisions of this agreement.
- 7.02 Seniority shall continue to accrue in accordance with the employee's normal hours of work (Based on their EFT status) and will be added to the employee's cumulative hours worked if an employee:
- (a) is on paid vacation;

- (b) is on leave due to illness or injury which is totally paid by the Employer;
 - (c) is on approved unpaid leave of absence including illness and injury up to twenty-eight (28) calendar days;
 - (d) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D&R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
 - (e) is on Maternity/Parental leave for up to 54 weeks per absence.
 - (f) is on approved leave of absence for Union business to a maximum of two (2) years.
- 7.03 A seniority list shall be posted in January and June of each year, in a place accessible to those affected as mutually agreed between the Employer and the Union. Such list shall show for each employee; name, position, and amount of seniority which has been accumulated. Copies of each list will be furnished to the Local Union Office and the Local Chairperson of the Union.
- 7.04 Any alleged errors in seniority lists may be dealt with in accordance with the grievance procedure set out in Article 10.
- 7.05 An employee who is promoted to a position outside the scope of the bargaining unit shall retain seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority.
- If such an employee later returns to the bargaining unit, she will continue to accumulate seniority from the date she assumes the position which shall be added to her previously accumulated seniority. Employees holding seniority in the bargaining unit and promoted out of scope will not be permitted to displace back into the bargaining unit, but may apply for vacancies and be awarded same if there are no other qualified applicants.
- 7.06 An employee shall lose her seniority in the following circumstances:
- (a) if she is discharged and is not reinstated;
 - (b) if she resigns voluntarily;
 - (c) if she retires;
 - (d) if, following lay-off, she fails to return to work within ten (10) working days after receiving notice of recall as per Article 18.05, unless she provides an explanation acceptable to the Employer.
 - (e) if she is laid off for fifty-two (52) consecutive weeks.

The employee shall be deemed to have received notice to return to work if the Employer sends her such notice by registered mail.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Union shall notify the Employer in writing of the names and areas of jurisdiction of the persons authorized to represent the Union and/or the employees and shall promptly notify the Employer in writing of any changes in these names.
- 8.02 It is agreed that there should be space provided on at least one bulletin board that is readily available to all employees which the Union will have access to for the purpose of posting Union material.
- 8.03 After requesting permission from their immediate supervisor, Union representatives and grievors will be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances, provided such time off does not unduly disrupt the daily operation of the Employer.
- 8.04 Up to three (3) Union representatives will be granted necessary time off to meet with the Employer for the purpose of conducting negotiations, provided such time off does not unduly disrupt the daily operation of the Employer. Two (2) employees will be entitled to leave of absence without loss of pay or benefits covered by the Employer and one (1) employee will receive wage continuance in accordance with Article 8.05 (b) (ii).
- 8.05 (a) The Employer will, subject to operational requirements, grant leave of absence without pay to an employee to attend a conference, convention, school or other Union business. Such leaves of absence may be restricted to one (1) employee at a time, unless otherwise mutually agreed in writing. The Union agrees to notify the Employer in writing at least four (4) weeks prior to commencement of such leave.
- (b) (i) The Employer will grant leave of absence without pay to an employee who has been elected or appointed to a position with the Union to attend a conference, convention, meeting, school or attend to other Union business. Such leaves of absence may be restricted to two (2) employees at a time, unless otherwise mutually agreed in writing. The Union agrees to notify the Employer in writing at least two (2) weeks prior to the commencement of such leave, if reasonably possible.
- (ii) Up to two (2) employees at a time, elected or appointed in accordance with subsection (b)(i) of Article 8.05 above will receive wage continuance. The Employer will continue to pay the employee, subject to recovery of payroll and related costs from the Union. Such related costs will include the Employer portion of EI premiums, CPP, WCB and Pay roll levy and other costs as mutually agreed.
- (c) Leave of absence without pay shall be granted for a period of up to two (2) years to an employee with a minimum of one (1) year of service who is engaged full time in Union activities, provided that as much notice as possible, and, in any event, not less than one (1) month notice is provided both to the intended start and

termination dates of the leave of absence. Leave under this section will not be covered by the terms of Article 8.10.

- 8.06 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 to assist in the settlement of a grievance.
- 8.07 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee unless prior approval has been received from the Employer. This will not be construed to mean that employees will be denied access to their local Union representative during working hours.
- 8.08 Union representatives who attend union/management meetings upon mutual agreement between the parties shall not suffer any loss of regular pay by reason of their attendance. As far as practicable, meetings will be held during the scheduled hours of the employees participating.
- 8.09 The Local Chairperson or designate shall be granted fifteen (15) minutes during the orientation period 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 familiarize them with the general terms, conditions and obligations as they relate to the employees.

When the Local Chairperson or designate attends an orientation meeting as described above, during her working hours, she shall suffer no loss of pay. She shall however, not be paid overtime in the event such attendance extends beyond the end of her scheduled shift, and she shall not be paid for attendance at such meetings which are held outside of her working hours.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

- 9.01 Employees, who have completed their probationary period, will not be disciplined or discharged without just cause.
- 9.02
 - (a) An employee who may receive discipline will be advised in writing as to the nature of the charges against her. A copy of this letter will be sent to the Local Chairperson and the Local Union Office. The employee will be interviewed in the presence of a member of the Union Committee prior to discipline being assessed. Such interview must take place within fifteen (15) working days of the date on which the Employer became aware or could reasonably have been aware of the incident/events giving rise to the potential discipline. This time limit will only be extended by mutual agreement between the Employer and the Local Union Office.
 - (b) The employee interview will form part of an investigation conducted by the Employer into any allegations which might result in discipline. The employee and Union will be advised of the findings of the investigation. The Employer will render a decision with respect to disciplinary action in writing to the employee and the Union Office on a timely basis.

- 9.03 If the discipline or discharge is considered unjust, a grievance concerning the discipline of an employee may be processed commencing with Step 2 of the grievance procedure within fourteen (14) calendar days of the date the employee is notified of the discipline.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Any complaint concerning the interpretation, application or alleged violation of this agreement shall be dealt with in the following manner.

It is the mutual desire of the parties hereto that complaints shall be processed as quickly as possible and that the immediate supervisor should be given an opportunity to resolve the complaint prior to a grievance being filed. The employee may have the assistance of a member of the Local Union Committee in this regard.

Step No. 1 – The Local Chairperson or designate shall present grievances in writing to the Head of the Department in which the employee is employed within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or from the date the employee should reasonably be aware of the event. The Head of the Department shall render a decision in writing within fourteen (14) calendar days after receipt of the grievance.

Step No. 2 – Failing settlement at Step 1, the Local Union President or designate may submit the grievance in writing to the Chief Executive Officer, within fourteen (14) calendar days of receipt of the decision of the Head of the Department. The Chief Executive Officer shall render a decision in writing within fourteen (14) calendar days after receipt of the Step 2 submission.

Step No. 3 – Failing settlement at Step 2, the matter may be referred to Arbitration by either the Chief Executive Officer, by the Local Union President or designate, for final and binding settlement without stoppage of work within thirty (30) calendar days after the date a decision was rendered at Step No. 2.

- 10.02 The failure of the Union or employee to meet the time limits set out herein shall cause the grievance to expire. Failure of the Employer to meet the time limits set out herein shall permit the grievance to proceed to the next succeeding step.
- 10.03 The time limits as provided under this article may be extended at any step by mutual agreement in writing, between the Employer and the Union.

ARTICLE 11 – ARBITRATION

- 11.01 The parties agree, as a matter of preference, to utilize a sole Arbitrator. Either party reserves the right to utilize a Board of Arbitration.
- 11.02 Within seven (7) calendar days after written request for arbitration, should either party wish to exercise their right to a Board of Arbitration, they must inform the other party in writing. If no such notice is provided the party seeking arbitration shall refer the matter to the next arbitrator on the following rotating list of arbitrators:

- Arne Peltz
- Diane Jones
- Michael Werier

If the next arbitrator is unable or unwilling to serve, the grievance shall be referred to the next arbitrator on the list.

If an arbitrator is permanently unable or unwilling to serve, the parties will meet within thirty (30) days to name a new arbitrator. If the parties are unable to agree, the matter will be referred to the Manitoba Labour Board to have a new arbitrator added to the list.

- 11.03 If notice is served in accordance with 11.02 to utilize a Board of Arbitration, both parties shall, within fourteen (14) calendar days, submit the name of their nominee to an Arbitration Board. The two nominees shall, within seven (7) calendar days, select a third member who shall be Chairperson. If the two nominees fail to agree upon the Chairperson, the parties may request that the Minister of Labour for Manitoba appoint a Chairperson.
- 11.04 The decision of the Arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board, shall be final and binding on the parties including the employee(s) concerned, however, the Arbitrator or the Arbitration Board shall not be authorized to make any decisions inconsistent with the provision of this Collective Agreement.
- 11.05 The fees and any disbursements of the Arbitrator are to be paid equally by the Employer and the Union. Except for the fees and disbursements of the Arbitrator, any costs incurred by either of the parties shall be borne by the respective parties incurring such costs.
- 11.06 Upon mutual agreement, the parties may use an alternate dispute mechanism to resolve the issue prior to proceeding to arbitration.

ARTICLE 12 – VACATION

- 12.01 The vacation year shall be from 1st day of July to 30th day of June in each year. Vacation earned in one vacation year is taken during the next vacation year.
- 12.02 Employees who have been in the service of the Employer less than one (1) year as at June 30th will be granted vacation with pay on the basis of six percent (6%) for the regular hours worked during the previous vacation year, July 1st to June 30th.
- 12.03 Annual vacation shall be earned at a rate of:
- (a) Fifteen (15) working days per year after one (1) full year of employment;
 - (b) Twenty (20) working days per year commencing in the fourth (4th) year of employment;

- (c) Twenty-five (25) working days per year commencing in the eleventh (11th) year of employment;
- (d) Thirty (30) working days per year commencing in the twenty-first (21st) year of employment.

NOTE: Level of vacation entitlement shall be based on the employee's anniversary date.

- 12.04 (a) Part time employees are entitled to paid vacation on the same basis calculated pro-rata. As an example of what is meant by pro-rata, if a 0.4 EFT part time employee is entitled to fifteen (15) days of vacation, they may schedule 0.4×15 days = six (6) days of vacation.
- (b) Part time employees who work additional shifts or hours shall accrue vacation pay only on the additional shifts or hours worked. Additional vacation time off does not accrue on additional shifts or hours worked.
- (c) A part time employee's vacation pay will accrue at 6% if the employee's length of employment is less than 4 years, 8% if less than 11 years but greater than 4 years, 10% if less than 21 years but greater than 11 years and 12% if greater than 21 years.
- (d) A part time employee's vacation pay will be apportioned equitably over the employee's full annual vacation entitlement but must be paid out in its entirety by June 30 of each vacation year.
- (e) Part time employees will not be provided preference for additional hours or overtime on the employee's scheduled vacation days and will only be called in an emergency.
- 12.05 Provided an employee renders compensated working service in a vacation year, time off duty as a result of union business shall be included in the computation of service in that year, for vacation purposes.
- 12.06 Provided an employee renders four (4) months compensated working service in a vacation year, and returns to work within the vacation year, time off duty as a result of an illness or injury covered by Workers Compensation, in the computation of service in that year, for vacation purposes.
- 12.07 (a) All employees covered by this Collective Agreement shall submit vacation requests for all vacation entitlement to the Employer no later than April 15th. The Employer will post a vacation schedule by May 31st indicating the dates allotted to employees. Changes to the vacation schedule will only be made by mutual agreement between the Employer and the employee. It is acknowledged that the Employer's ability to grant vacation between December 20th and January 5th will be limited.

- (b) Employees who do not apply for vacation by April 15th shall be required to take their vacation at a time mutually arranged between the Employer and the employee. Failing such mutual agreement, the Employer has the right to schedule the vacation prior to the end of the current vacation year.

12.08 Requests for vacation submitted prior to April 15th will be granted on the basis of seniority provided sufficient qualified staff, including part time employees who have requested additional shifts and casual employees, are available to meet operational requirements. Should an employee's submitted request for vacation not be available, a meeting with the employee will be held for the purpose of selecting alternative vacation dates. Vacation requests from junior employees will not be finalized until this meeting has taken place.

Note: In order to expedite the vacation scheduling process all employees will be scheduled for a meeting in accordance with this article. If all of an employee's vacation requests are granted then the meeting with that employee will be cancelled and the employee will be advised of the cancellation. In a situation where some or all of an employee's requests are unavailable the meeting will proceed. If the employee does not attend the meeting or call in at the scheduled time, the Employer will continue to schedule junior employee until such time as the employee contacts the Employer to schedule her vacation in the remaining time slots.

- 12.09 (a) Employees requesting changes to vacation time shall submit such requests in writing at least fourteen (14) calendar days prior to the dates requested. This change shall be granted vacation on a "first come first serve" basis provided there are sufficient qualified staff, including part time employees who have requested additional hours and casual employees, available to meet normal operational requirements. The Employer will advise the affected employee as to whether her request will be granted in writing within seven (7) calendar days of receiving the request.
- (b) If a scheduled vacation shift(s) has been already replaced as an additional shift for another employee, the requested change will be denied.

12.10 Full time and part time employees will be allowed to split accrued annual vacation in accordance with the following:

Rate at which Vacation is earned	Maximum number of splits
• Fifteen (15) days/pro rated for part time	Three (3) splits
• Twenty (20) days/pro rated for part time	Four (4) splits
• Twenty-five (25) days/pro rated for part time	Six (6) splits
• Thirty (30) days/prorated for part time	Seven (7) splits

For purposes of clarity, a split does not have a prescribed duration but the sum total of days over all of the splits must equal an employee's total vacation entitlement.

12.11 In recognition of length of service, each full time and part time employee shall receive one (1) additional week of vacation (5 days) pro-rated for part time employees 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 long service vacation shall be granted in the vacation year in which the anniversary date falls and is not cumulative.

12.12 On separation, any remaining vacation earned in accordance with Articles 12.03 and 12.12 will be paid out to the employee in a lump sum.

12.13 If a request for vacation has an overlap of two (2) or less days with another employee's vacation, the vacation request will be given reasonable consideration.

ARTICLE 13 – RECOGNIZED HOLIDAYS

13.01 Full time employees who qualify under the terms of the Employment Standards Act will be granted a full day off with pay for each of the following Recognized Holidays:

New Year's Day (January 1 st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11 th)
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)
August Civic Holiday	Louis Riel Day

Plus any other holiday, as proclaimed by Federal or Provincial authorities.

13.02 Part time employees receive payment (4.62%) for holidays listed in Article 13.01 on a pro rata basis, on each pay cheque.

13.03 (a) When a full time employee is scheduled to work on a Recognized Holiday, she will receive one and one-half (1½) times her regular rate of pay for all hours worked, in addition to an alternate day off with pay. Requests for an alternate day will not be denied if there are sufficient qualified staff available to meet normal operational requirements. The Employer shall notify the employee of the status of their request at least two (2) days prior to the alternate day requested by the employee.

(b) Employees may bank up to a maximum of five (5) alternate days off. These days may be taken in conjunction with scheduled rest days or vacation days where possible and must be taken within the fiscal year in which they were earned. If compensating time off is impractical to schedule by March 31st, of any year, the employee shall receive her regular rate of pay for all days banked. An employee will not be entitled to schedule a "banked stat" day on a day where another employee has requested a vacation day and has been denied.

(c) Upon written request being submitted by the employee at least two (2) weeks prior to the Recognized Holiday being worked, and at the discretion of the Employer, the employee may apply for and receive the day's regular pay for the Recognized Holiday instead of an alternate day off.

- 13.04 When a Recognized Holiday falls on a full time employee's regular day off, she shall receive an alternate day off with pay.
- 13.05 If a Recognized Holiday falls during a full time employee's vacation, that day shall be paid for as a Recognized Holiday and the employee's vacation shall be extended accordingly.
- 13.06 Should a Recognized Holiday fall during a period when an employee is off sick and receiving income protection benefits, she will be paid for the Recognized Holiday separate and apart from her income protection credits as follows:
- (a) Full time employees will be paid their Income Protection and the Recognized Holiday will be banked.
 - (b) Part time employees will receive their Income Protection and they will be paid for the Recognized Holiday in accordance with Article 13.02.

ARTICLE 14 – HOURS OF WORK

- 14.01 Except as otherwise provided, seven and three-quarter ($7\frac{3}{4}$) consecutive hours, exclusive of the meal period, shall constitute a day's work, and seventy seven and one half ($77\frac{1}{2}$) hours shall constitute a bi-weekly work period.
- 14.02 This article shall not preclude the implementation of modified start or end times of a shift or daily or bi-weekly hours of work. The Employer will review all proposed plans of changes to start or end times of a shift or daily or bi-weekly hours of work with the Union ninety (90) days prior to date of suggested change. Input from the Union will be received and discussed. The parties will deal with such issues reasonably and in good faith and will endeavour to reach an agreement on appropriate changes and timing of such changes. Any such agreement shall take the form of a memorandum attached to and forming part of this Agreement.
- 14.03 A full time or part time employee who reports on time for duty on her scheduled assignment shall be permitted to complete her assignment unless she receives permission to leave work at her own request.
- 14.04 Employees shall be allowed an unpaid meal period of not less than thirty (30) minutes during each shift of five (5) hours or more as scheduled by the Employer.
- 14.05 A paid rest period of fifteen (15) minutes will be scheduled by the Employer during each continuous three (3) hour period of work.
- 14.06 Shift schedules covering a four (4) week time period will be posted at least two (2) weeks prior to the beginning of the period scheduled. Employees wishing to request specific days off must submit their requests in writing to their supervisor at least two (2) weeks prior to the requested days off. Except in cases of emergency, the schedule shall not be changed without the consent of the employee concerned.
- 14.07 Except as otherwise agreed between an employee and the Employer, all regularly scheduled employees shall have a minimum of one (1) weekend off in each two (2) week

period. Weekend shall mean a consecutive Saturday and Sunday. This Article does not preclude a part time employee, who has requested additional shifts, from agreeing to work additional weekend shifts.

- 14.08 Any exchange of shifts between employees must be made in writing, and requires the Employer's approval. Such changes shall not result in any additional cost to the Employer.
- 14.09 The shift commencing at or about midnight shall be considered the first shift of each working day.
- 14.10 Time worked during a shift where the changeover from Central Standard Time to Daylight Saving Time occurs and vice versa, shall be paid at straight time rates for actual hours worked.

ARTICLE 15 – OVERTIME

- 15.01 Authorized time worked in excess or outside of daily or bi-weekly hours specified in Article 14.01 will be considered as overtime and shall be paid in accordance with Article 15.02 and 15.03.
- 15.02 (a) Employees shall receive one and one half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day.
 - (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one day.
 - (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary for full-time employees. For part-time employees this would only apply if the employee has worked in excess of the bi-weekly hours of work in accordance with Article 14.01.
 - (d) All overtime worked on a Recognized Holiday shall be paid at two and one-half (2½) times the employee's basic rate of pay.
- 15.03 If an employee works two (2) consecutive full shifts as provided in Article 14 they will be paid two (2) times the hourly rate of pay for the second shift.
- 15.04 Payment of overtime shall only be made when the additional time worked is authorized by the Department Head or designated supervisor.
- 15.05 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 15.06 An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

- 15.07 In the event that a full time or part time employee is called to work on days for which she is not scheduled to work, or called back to work either before or after her scheduled shift, the Employer agrees to guarantee a minimum of three (3) work hours. Should this work cause an excess to the normal hours of work described in Article 14.01 of this Agreement, overtime will be paid in accordance with Article 15.02.
- 15.08 Employees working overtime may, by mutual agreement, take compensatory time off, calculated at time and one-half (1½), in lieu of payment. Time off to be taken at a time mutually agreeable between the Employer and the employee. Such time shall be taken by the employee prior to March 31st of any year or paid out.
- 15.09 Employees who have submitted a written request to the Employer for overtime shifts will be called in order of seniority. The employee will provide the Local Chairperson of the Union with a copy of her request for overtime.

The seniority list used for this purpose shall be the latest seniority list provided to the Union as per Article 7.03.

- 15.10 A meal shall be provided or eight dollars (\$8.00) in lieu of shall be paid to an employee when the employee works in excess of two (2) hours following her normal shift.

ARTICLE 16 – SHIFT AND WEEKEND PREMIUM

- 16.01 (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening premium of one dollar (\$1.00) per hour for that shift.
- (b) An employee required to work the majority of her hours on any shift between 0001 hours and 0600 hours shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift. Effective April 1, 2016 the night shift premium will be one dollar and ninety cents (\$1.90) per hour for that shift and effective October 1, 2016 the night shift premium will be two dollar and five cents (\$2.05) per hour for that shift.
- 16.02 A weekend premium of one dollar and thirty-five cents (\$1.35) 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. Effective April 1, 2016 the weekend premium will be one dollar and fifty cents (\$1.50) per hour on that shift and effective October 1, 2016 the weekend premium will be one dollar and sixty-five cents (\$1.65) per hour on that shift.

ARTICLE 17 – FILLING VACANCIES

- 17.01 Where the Employer determines that there is a vacancy to be filled, the Employer agrees to post new positions which are created within the bargaining unit, vacancies in permanent positions and temporary positions of a duration of eight (8) weeks or more on the bulletin board for a period of seven (7) calendar days. This Article applies to both full time and part time positions. Where the Employer so requires, any position resulting

from the filling of a temporary position which has a remaining duration greater than eight (8) weeks will be posted. The Employer will send copies of all postings via email or fax to the Local Union Office at the time of posting.

- 17.02 The job postings shall state the qualifications for the job, the rate of pay, hours of work and closing date for receiving applications. In the case of temporary positions, the posting will also state the approximate duration, if known, or indicate that the position is an “indefinite temporary position” if the duration is not known.

In case an employee on Maternity/Parental Leave wishes to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 24.05, the Employer shall state on the job posting that the said temporary position is a “MAT LOA temporary position” which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks. Any temporary positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

- 17.03 The vacancy shall be awarded to the most senior applicant who meets the qualifications, possesses the ability to perform the duties of the job and who has maintained a good employment record for a reasonable period of time. The name of the successful applicant shall be posted within five (5) working days of the closing date for applicants. The successful applicant will assume the position within fourteen (14) calendar days of the posting of the award unless the parties mutually agree to delay the commencement of the position. The Employer will send notification of the successful applicant via email or fax to the Local Union Office upon awarding a position.

Note: “Employment record” shall be defined as the employee’s disciplinary record and attendance record. The employee’s attendance must be satisfactory which shall mean an average attendance that equals or exceeds the average attendance record for the support bargaining unit at Meadowood pro-rated to EFT over the previous twelve (12) months to the date of posting.

- 17.04 When more than one position is posted on the notice board, an employee shall have the right to make application for any or all of them, stating her preference.
- 17.05 An Employee who is awarded a position which represents a change in classification, shall be given reasonable time in which to demonstrate her suitability to meet the requirements of the job, not to exceed sixty (60) working days during which the employee is physically at work. An employee who does not meet the requirements will be returned to her former position at her former rate of pay and without loss of seniority. Any employee displaced as a result of an employee returning to her former position will be allowed to return to her former position at her former rate of pay without loss of seniority.
- 17.06 The Employer will determine whether positions of less than eight (8) weeks will be posted. If such positions are to be replaced without posting, Article 17.07 will apply.
- 17.07 (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 before casual employees are called providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority amongst those employees who

have requested additional hours. It is understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer. Such part time employees will provide the Local Chairperson of the Union with copies of their request for additional shifts. The Employer will provide the Union with a locked mailbox for this purpose.

The seniority list used for this purpose shall be the latest seniority list provided to the Union as per Article 7.03.

- (b) (i) Where a part time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional hours worked by a part time employee shall be included in the determination of seniority.
- (iii) Additional hours worked by a part time employee shall be included when determining an employee's earned vacation pay, accumulated income protection credits and Recognized Holiday pay in accordance with Article 13.02.

17.08 An employee who is on Maternity/Parental Leave or another leave of a fixed duration is entitled to bid on permanent positions posted in accordance with Article 17.01.

17.09 An employee who is working in a temporary position and is the successful applicant for a permanent position will normally commence working in the permanent position within three (3) weeks of the position being awarded. Subject to operational requirements an employee may, upon her request, be allowed to complete the duration of the temporary vacancy.

17.10 With the exception of Article 17.09, an employee shall return to her permanent position upon completion of the temporary position. In the event that the employee's permanent position is no longer current an employee shall be entitled to exercise her seniority to displace an employee in any classification for which she possesses the qualifications and ability to perform the required work or to accept lay off.

17.11 Employees returning from a leave of absence will provide the Employer with as much notice as possible of the date of return. An employee occupying an "indefinite temporary position" shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Notice of return from Maternity/Parental Leave will be in accordance with Article 17.02.

17.12 Where the Employer wishes to increase a part time employee's EFT by no more than 0.3 EFT, the Employer will meet with the Local Union President to discuss the matter. Upon mutual agreement between the Employer and the Local Union President, the employee's EFT will be increased and posting will not be required. If no mutual agreement is

reached the new position will be posted and the part time incumbent will be entitled to apply.

If more than a 0.3 EFT is added to the part time position or no mutual agreement was reached, the position will be posted and if the incumbent is not the successful applicant, she will be entitled to exercise her seniority and displace another employee in accordance with Article 18.

ARTICLE 18 – LAYOFF AND RECALL

- 18.01 In the event that an employee has her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
- 18.02 When hours of work are reduced or a position is deleted, any employee so displaced will, provided qualifications are sufficient to perform the available work, be allowed to displace a junior employee.
- 18.03 To be eligible for recall, an employee must file her name and address with the Employer and keep the information on file current.
- 18.04 Laid off employees will be recalled to service in order of seniority to positions for which they are qualified and possess the abilities to perform the duties of the job.
- 18.05 A laid off employee must report to work within ten (10) calendar days after receiving the notice of recall being sent by registered mail to the last recorded address or provide an explanation acceptable to the Employer for not being able to do so. A copy of the letter of notice of recall will be given to the Union.

ARTICLE 19 – BEREAVEMENT LEAVE

- 19.01 Upon the death of an employee's spouse, child (including common-law spouse and child) parent, same sex partner, brother, sister, step-brother, step-sister, step-parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent or any other relative who has been residing in the same household, the employee shall be entitled to four (4) working days Bereavement Leave without loss of pay, to be taken within the week following the date of death. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.
- 19.02 Where the funeral occurs outside the Province, Bereavement Leave shall also include reasonable travelling time. Traveling time may be taken as a leave without pay or may be charged to banked time or vacation credits.
- 19.03 Necessary time off up to one day at basic pay will be granted to an employee to attend a funeral as a pallbearer.

ARTICLE 20 – CIVIC DUTY

20.01 An employee required to serve as a juror or witness in any court of law for non-personal legal matters shall receive a leave of absence at their regular rate of pay and remit to the Employer any payment received except reimbursement of expenses.

ARTICLE 21 – EDUCATION LEAVE

21.01 Where the Employer requires that an employee take a training course, the Employer will pay for such attendance at straight time, tuition and reasonable expenses as stipulated by the Employer.

21.02 When an employee requests job related training on a voluntary basis and has received written approval from the Employer, tuition will be equally shared between the Employer and the employee on proof of successful completion of training.

21.03 An employee may be granted leave of absence without pay for educational purposes. Application for such leave shall be submitted in writing at least sixty (60) calendar days in advance if the leave applied for is greater than one (1) week and fourteen (14) calendar days in advance if the leave applied for is one (1) week or less..

21.04 A copy of the application and written approval will be forwarded to the Local Union Office.

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

ARTICLE 22 – INCOME PROTECTION IN CASE OF ILLNESS

22.01 All full time and part time employees shall accumulate income protection at the rate of one and one-quarter (1¼) days for each completed month of service. This will be pro rated for part time employees.

A maximum of 119 calendar days of income protection may be used in each incident of personal illness.

22.02 Income protection benefit credits will be accumulated from year to year.

22.03 Upon written request, except in cases of emergency, time off for medical and dental examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection benefits, providing that the employee could not reasonably schedule the appointment during non-working hours.

22.04 An Employee may apply to utilize up to three (3) days income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, child or parent.

22.05 The Employer may require an employee on returning to work, to produce a certificate from a medical practitioner certifying that she was unable to carry out her duties due to

illness, or certifying that she is now fit for her regular duties, or for lighter specific duties. Such certification may be subject to review by a staff physician or nurse.

In addition employees absent due to extended illness may be required to produce a medical certificate including, where possible, the estimated date of return to work. When no estimated date of return can be provided, or when the absence exceeds that date, a certificate is to be provided every three (3) weeks.

22.06 Where an employee is unable to work because of injuries sustained in a motor vehicle accident, she must advise her supervisor as soon as possible, and she is unable to claim compensation from Income Protection for any period she is in receipt of benefits from Manitoba Public Insurance.

22.07 An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation. Payment will be paid directly to the employee by WCB.

22.08 Subject to the provisions of Article 22.01 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. 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 22.04 or to offset the waiting period for Employment Insurance (EI) benefits for Maternity/Parental Leave. 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 (1) 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.

22.09 The Employer will not require that an employee be examined by a physician chosen by the Employer.

22.10 (a) An employee who is unable to report to work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s) in accordance with the procedure determined by the department.

(b) An employee who fails, without an acceptable 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	1½ hour notice
Prior to evening shift	3 hours notice
Prior to night shift	3 hours notice

(c) An employee who is unable to report for work due to any other reason shall also inform his Supervisor in accordance with the time frames noted above.

- (d) The employee shall report the reason for the absence (ill, family ill or other specific reason).
- (e) Reasonable notice for pre-scheduled medical, dental, or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery must give seven (7) calendar days notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.
- (f) An employee returning to work following an absence of one (1) week or more shall provide a minimum of eighteen (18) hours notice prior to returning to work. An employee who is unable to report to work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s).

22.11 An employee who is accepted for benefits under the Disability and Rehabilitation Plan, to commence immediately after the elimination period, will be entitled to an unpaid leave of absence up to twenty-six (26) months.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 The Employer may grant leave of absence without pay up to a maximum of three (3) months to an employee requesting in writing such leave of absence for good and sufficient cause.

ARTICLE 24 – PARENTING AND COMPASSIONATE LEAVE

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

24.02 Parenting Leave – Maternity

An employee shall receive Maternity leave of seventeen (17) weeks and Parental Leave of up to thirty seven (37) 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) 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.

- (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 her 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 Article 22.08.

- (e) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she 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.

24.03 The Employer reserves the right to place the employee on early Maternity Leave if the state of her health is incompatible with the requirements of her job as confirmed by her physician.

24.04 Plan B

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she as applied for Employment Insurance benefits and that the HRDC 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) she will return to work and remain in the employee of the Employer at least six (6) months following her return to work, except that where an employee is the successful applicant for a part time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she 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) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

3. An employee who qualified 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 24.01 (1) (c).
- (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 24.02 (1) (c).
- (c) the Employer shall vary the length of maternity leave upon proper certification by attending physician or recommendation by the Department Head.

4. During the period of maternity leave, an employee who qualified is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to the maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
- (c) all other time as may be provided under Article 24.01 (3), shall be on a leave without pay basis.

5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.

6. Plan B does not apply to temporary employees.

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.
8. Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

24.05 **Parental Leave – Paternity**

An employee shall receive Parental Leave without pay of up to thirty seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six months employment as of the date of the intended leave he submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) Parental Leave must be completed not later than the first anniversary date of: (a) the birth of the child or (b) the date on which the child came into the actual care and custody of the employee.

24.06 **Parental Leave – Adoption**

An employee shall receive Parental Leave without pay of up to thirty seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province. An employee may commence Adoption Leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (b) An employee has completed six (6) months employment as of the date of the intended leave.
- (c) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

24.07 An employee may end her Parenting Leave early by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. Upon return to work, the employee shall be placed in her former classification and shift schedule at the same salary level.

24.08 **Compassionate Care Leave**

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week 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 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 of support of one (1) or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (1) a spouse, common-law or same sex partner of the employee;
 - (2) a child or parent of the employee or the employee's spouse, common-law partner or same-sex partner, or;
 - (3) 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 eight (8) 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 will continue to accrue in accordance with Article 7.

- (h) Subject to Article 22.08, an employee may utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (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 in accordance with Article 19.

ARTICLE 25 – PRE-RETIREMENT LEAVE

25.01 The Employer will recognize an employee's retirement with pre-retirement leave. In order to qualify:

- (a) the employee must be fifty-five (55) years of age and have been employed at the home for ten (10) continuous years, or
- (b) the employee has completed ten (10) continuous years of service and whose age plus years of service equals eighty (80).

Employees will receive four (4) days pay for each year of service, with periods of part time employment being pro-rated.

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.

ARTICLE 26 – PERFORMANCE APPRAISALS

- 26.01 Each performance appraisal shall be in writing, dated, signed and reviewed with the employee.
- 26.02 No employees shall be required to indicate in writing, acceptance of any statement contained in the appraisal, but shall acknowledge by her signature that she has reviewed the appraisal.
- 26.03 When a performance appraisal contains any statement of an employee other than the employee named in the appraisal, it shall be in writing and signed by the employee making such statement.
- 26.04 Upon request, an employee shall receive a copy of her performance appraisal.

ARTICLE 27 – UNIFORM ALLOWANCE

- 27.01 Where employees are required to wear uniforms and such uniforms are not provided, the Employer shall provide a uniform allowance of seven cents (\$0.07) cents per hour for each hour worked.
- 27.02 The Employer will repair or replace any uniform or pair of eyeglasses which are damaged in the course of an employee performing her duties without any cost to the employee unless the damage is covered by the Workers Compensation Board.

- 27.03 Staff in the Maintenance Department will be required to wear protective footwear and will be paid a boot allowance of one hundred dollars (\$100.00) per year effective on the employee's anniversary date or January 1st which ever comes first..
- 27.04 The Employer will make coveralls and winter wear available for staff in the Maintenance Department without any cost to the employee.

ARTICLE 28 – TRANSPORTATION EXPENSES

- 28.01 Employees required by the Employer to use their personal motor vehicle in performance of their duties will be paid a flat rate of four dollars and twenty-five cents (\$4.25) per trip within the city.

ARTICLE 29 – CASUAL EMPLOYEES

- 29.01 (a) Casual employees will receive vacation pay at the rate of six percent (6%) of hours worked in a bi-weekly pay period.
- (b) Part-time or full-time employees who subsequently revert to casual status will have any remaining banked vacation earned in accordance with Article 12.03 paid out to the employees in a lump sum. Thereafter while on casual status employees will receive vacation pay in accordance with Article 29.01(a) and Recognized Holiday pay in accordance with Article 13.02.
- 29.02 Casual employees are paid a salary as follows:
- (a) Casual employees will have the wage increments outlined in Schedule "A" applied on the basis of completion of 2015 hours of work constituting one (1) year of service for the purpose of Article 33.02.
- (b) Casual employees who become temporary part-time or full-time employees will retain their existing increment level and will have their hours worked while employed as a part-time or full-time employee, applied to earning additional increments based on the basis of completion of 2015 hours of work constituting one (1) year of service for the purpose of Article 33.02.
- (c) Casual employees who become permanent or term part time or full time employees will retain their increment level which they earned as casuals. Upon being hired as permanent or term employees they will establish an anniversary date in accordance with Article 2.07 and will earn further increments in accordance with Article 33.02.
- (d) Part time or full time employees in accordance with subsections (b) and (c) above who subsequently revert to casual status will retain their earned increment level and future wage rates increments will be earned on the basis of completion of 2015 hours of work constituting one (1) year of service for the purpose of Article 33.02.

- 29.03 Casual Employees required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1½) times their basic rate of pay for all hours worked;
- 29.04 Casual employees shall receive payment for Recognized Holidays as per Article 13.02.
- 29.05 The Employer agrees that preference will be given to a qualified casual employee with a good disciplinary record in regards to filling a full time or part time position that has been posted and no qualified full time or part time employee has applied for. If two casual employees apply for a position, it will be awarded based on the number of hours worked since last placed on the casual list. Such a casual employee will be considered to be newly hired employee and will be required to complete a probationary period;
- 29.06 The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received payment and such dues shall be forwarded to the Union monthly, in accordance with Articles 3.01, 3.02 and 3.03;
- 29.07 Casual employees reporting for duty on time shall be paid at regular hourly rate for a minimum of three (3) hours, for which three (3) hours of service may be required.
- 29.08 Casual employees as defined in Article 2.04 will have access to Articles 10 and 11 only with respect to Article 29 or any clauses that specifically refer to them.
- 29.09 Casuals will not have seniority but will have and maintain service for the purpose of wage increments only.

ARTICLE 30 – PAY DAYS/PAY PERIODS

- 30.01 Wages will be paid by Direct Deposit into a bank or credit union account of the employee's choice, providing that the bank or credit union has the capability for data exchange. Any fees charged by the bank or credit union will be payable by the employee.
- 30.02 The pay periods shall be every two (2) weeks.
- 30.03 (a) Employees are responsible to report any errors in pay to the Employer as soon as possible but in no event more than thirty (30) days after the error occurred.
- (b) Errors in pay of one (1) day of regular pay or less made by the Employer shall be corrected on the next payday.
- (c) Errors in excess of one (1) day of regular pay made by the Employer shall be paid by supplemental cheque/deposit five (5) business days following the day the error was reported.

ARTICLE 31 – HEALTH AND SAFETY

- 31.01 (a) The Employer and Union agree to maintain the established joint Health and Safety Committee in accordance with the Manitoba Workplace, Safety and Health

Act, its regulations, codes of practise and guidelines. The Union representation on this Committee shall be at least three (3) members chosen by the Union. At no time shall the number of Employer members be allowed to exceed the number of Union members.

- (b) Two co-chairpersons shall be selected from and by the members of the committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee. The other co-chairperson shall be an Employer member.
- (c) Minutes of all meetings of the joint Committee will be signed by the co-chairs. The minutes will be posted on the bulletin board and copies sent to the Workplace Safety and Health Division and the Local Union Office.

31.02 Time spent by a member(s) of the Safety and Health Committee performing functions authorized by the Committee outside of a member(s) working hours will be paid at straight time rates.

31.03 Each Union member of the Committee will be granted an educational leave for a period of two normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purpose of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or Unifor and its labour affiliates such as the Manitoba Federation of Labour or the Winnipeg Labour Council or other relevant workplace safety and health training seminars, programs or courses of instruction as agreed by the Committee.

31.04 Meadowood Manor and Unifor Local 4209 are committed to providing a workplace free of harassment, discrimination, bullying or violence.

It is the policy of the Employer and the Union that personal harassment or discrimination towards any employee will not be tolerated. The parties hereto accept joint responsibility to take whatever action is necessary to prevent this type of behaviour and, in situations where it does occur and is confirmed through a proper and thorough investigation, the parties will take necessary action which may include compulsory education and/or disciplinary action.

This is based on the philosophy and principles that all employees are to be treated equally and deserve mutual respect at all levels. Respect, understanding and cooperation are the goals of this philosophy. Harassing and abusive behaviour prevents the parties involved from working together to improve the workplace to ensure that residents and their family members have access to our services in a positive environment free of harassment and discrimination.

Definition of Harassment and Bullying:

Harassment includes comments or conduct that is known or ought to reasonably be known to be unwelcome and denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds in the Human Rights Code. All employees, whether management or unionized,

are expected to treat others with courtesy and consideration and to discourage harassment, intimidation and character assassination.

Harassment/bullying may take many forms including verbal, physical or visual. Harassment/bullying could be a single or repeated written or verbal comment, physical act, gesture or display. It may involve a threat or an implied threat. It can be defined any unwelcome behaviour which denies individuals their respect and dignity which is offensive, embarrassing and humiliating such as a pattern of derogatory remarks or actions which create a negative psychological and/or emotional environment in the workplace.

The following examples could be considered as harassment/bullying but do not include all potential actions of harassment:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, intelligence or competence.
- Practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment.
- Posting or circulation of offensive photos or visual materials.
- Refusal to work or converse with an employee because of their racial background or gender, or other prohibited basis.
- Unwanted physical conduct such as touching, patting, pinching, hugging, etc.
- Unwelcome explicit invitations or requests, verbal threats or intimidation.
- Actions that invade the privacy and personal property of an individual.
- Spreading rumours that unjustly damages a co-worker's reputation.

Harassment is Not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline, etc. Neither is this policy meant to inhibit free speech or interfere with normal social relations including consensual banter.

Definition of Discrimination:

Discrimination is the differential treatment of an individual based on generalization about a group to which they belong.

The parties agree that there should 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
- sex, including pregnancy

- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the Union

or any other form of discrimination as defined in the Manitoba Human Rights Code except as may be allowed under the Code.

Discrimination also includes the failure to reasonably accommodate the special needs of an individual or group whose needs are based upon any of the above noted characteristics.

Complaint Procedure:

An employee who feels that he or she is being harassed/bullied and/or discriminated against, is encouraged to immediately seek protection under this policy as follows:

1. If you can, tell the harasser to stop. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
2. If you feel uncomfortable approaching the person, or if the harassment does not stop, bring the incident forming the basis of the complaint to the attention of the Joint Anti-Harassment Committee by contacting the Union through the Local President and/or the Employer through the Immediate Supervisor, Director of Care or CEO. At this point the complaint will be placed in writing.
3. Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible, and provide the information to the designated representative of the Union and/or Employer.

All complaints will be handled in a timely and confidential manner.

Investigation Procedure:

Immediately upon receipt of a complaint from a Unifor member:

- (if received by the Union) the Union shall notify and provide a copy to the Employer, or
- (if received by the Employer) the Employer shall notify and provide a copy to the Union.

Within seven (7) days of receiving a complaint, where practical, one designate from the Union and one designate from the Employer will form a Joint Anti-Harassment Committee (JAHC). The JAHC will undertake an investigation of the complaint which will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents and evidence will be reviewed. Should the complaint

involve sexual harassment/discrimination; the process will include an investigator(s) of the same gender as the complainant (with the complainants' consent).

It is the intention of the Union and the Employer that the investigation will be completed within fifteen (15) days of the formation of the JAHC, at which time the JAHC will present a written report of its finds and recommendation to the CEO of the Employer and to the Local Union President or designate.

The parties will then make a determination on an appropriate resolution, and attempt to resolve the issue within ten (10) days and ensure that the resolution is fair and consistent with the intent of Meadowood Manor and Unifor Local 4209 to provide a harassment free workplace.

At the conclusion of this step, the complaint, if unresolved, will proceed at Step Two of the Grievance Procedure (Article 10 of the Collective Agreement) for resolution. In the event that the complaint is not resolved by the parties in the grievance procedure, it may be referred to arbitration in accordance with the provisions of the Collective Agreement or may be referred to the Manitoba Human Rights Commission. The parties agree that arbitration is an alternative complaint procedure and as such complaints should not be pursued through both the Arbitration Procedure and the Human Rights Complaint Procedure.

All employees, however, have the right to file a complaint with the Manitoba human Rights Commission and to seek redress under the Human Rights Act.

Employees are encouraged to review the Employer's Harassment and Discrimination Policy.

ARTICLE 32 – GENERAL

32.01 New employees will be provided with an orientation program prior to assuming the duties as set out in the job description. The new employee will be assigned over and above the regular complement of staff during her orientation program unless the Employer is prevented from doing so due to unforeseen circumstances. Time spent attending the orientation program will be paid to the employee after completion of four (4) shifts.

32.02 One name tag will be provided to each employee at no cost to the employee.

32.03 Full time and part time employees shall be provided with locker space in which they will secure clothing and personal property brought to the Facility, but not required to be worn or carried during working hours. Casual employees will be provided with locker space on a day by day basis when called to work.

ARTICLE 33 – JOB DESCRIPTIONS, WAGES AND INCREMENTS

33.01 A copy of any revised or new job descriptions, job postings and advice of successful candidate will be sent to the Local Union Office via email or fax.

33.02 Employees shall be paid in accordance with wage rates outlined in Schedule "A" attached to and forming part of this Agreement. Increments will be applied on the employee's anniversary date, on the basis of service alone.

Part time employees will have the increments applied on the basis of completion of 2015 hours of work, constituting one year of service for the purpose of this Article.

33.03 Employees temporarily assigned by the Employer to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily assigned to a higher rated classification shall receive the wage rate of the higher classification while so assigned.

33.04 Employees assigned by the Employer to assume the duties of an out of scope position in addition to their regularly assigned duties will receive an additional forty-five cents (\$0.45) per hour responsibility pay.

33.05 "Standby" shall refer to any period of time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.

An employee, who has been designated by the Employer to be available on standby, shall be entitled to payment of one (1) hour basic pay for each eight (8) hour period or pro rata payment for any portion thereof.

Standby allowance shall not be paid for any time during which the employee is actually called back to work.

33.06 Employees in the Maintenance classification(s) who present to the Employer proof of attainment of a trade license or certificate, where such license or certificate is not specifically required for the position, shall be entitled to an allowance of sixty cents (\$0.60) per hour subject to the Employer agreeing that such license or certification is relevant to the position held.

Should the Employer agree that the preparation is relevant to the position held, the allowance shall be added to the hourly rate and be deemed to form part of the employee's base salary.

33.07 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. When 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 are given by the Employer to the affect 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 the 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.

ARTICLE 34 – EMPLOYEE BENEFITS

Re-sign Letter of Understanding #4 wherein should another healthcare union received enhanced pension or benefit plan improvement, the Employer will provide the same enhancements at the same time.

- 34.01 The parties agree to participate in the Healthcare Employees Benefit Plans (HEBP) and the Healthcare Employees Pension Plan (HEPP) in accordance with the terms and conditions including established contribution rates as set out in the plan agreements or text and other applicable written policies and guidelines. A summary of benefits for active members is attached as Appendix B.

Such plans presently include the following:

- Dental
- Group Health Benefits
- Life Insurance
- Disability and Rehabilitation
- Pension

- 34.02 (a) The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to maximum of 2.3% of base salary.

The parties agree that income protection credits and Workers' Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- (b) Where an employee has been away from work due to illness for four (4) consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
- (c) Subject to compliance with subsection (a), in the event;
 - (i) an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - (ii) the employee's D&R application has not been approved by the end of the elimination period, the Employer shall pay the D&R Premium, Health Plan Premium and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

34.03 Employees will pay the Employer's and the employee's share of Group Health, Dental, Group Life and D&R when on an unpaid leave of absence greater than four (4) weeks.

ARTICLE 35 – LABOUR MANAGEMENT COMMITTEE

35.01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise.

The Committee shall be composed of up to three (3) members chosen by the Union and three (3) members chosen by the Employer. The union committee may have, at any time, a representative of the Local Union.

The Committee shall meet a minimum of quarterly at a mutually agreeable time and date. Meetings will only be cancelled by mutual agreement.

Time spent by Union member attending such meeting during non-working time shall be paid in accordance with Article 21.05.

The Committee shall not have jurisdiction over wages or any matter of collective bargaining.

ARTICLE 36 – DURATION

36.01 This Agreement shall remain in effect until March 31, 2017 and thereafter subject to no less than thirty (30) days and no more than ninety (90) days notice in writing from either party hereto prior to the date of termination of its desire to revise, amend or terminate this Agreement.

Dated this 29th day of December, 2014

FOR: MEADOWOOD MANOR

(signed) Laurie Cerqueti

FOR: UNIFOR LOCAL 4209

(signed) Nicole Clement

(signed) Don Lajoie

SCHEDULE "A"

Effective: April 1, 2012

General Increase 0%

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6
	EPH Caretaker	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10
28	Housekeeping Aide & Laundry Aide	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
		Monthly	2,431.27	2,504.14	2,579.37	2,656.78	2,736.37	2,818.48
		Annual	29,175.19	30,049.70	30,952.42	31,881.33	32,836.44	33,821.78
89	Maintenance	Hourly	15.706	16.177	16.662	17.162	17.677	18.207
		Monthly	2,637.30	2,716.39	2,797.83	2,881.79	2,968.26	3,057.26
		Annual	31,647.59	32,596.66	33,573.93	34,581.43	35,619.16	36,687.11
42	Nurses Aide - Trained & Rehab Aide	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
		Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87
		Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39
	Nurses Aide - Untrained	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10
46	Recreation Facilitator - Trained	Hourly	18.001	18.541	19.098	19.670	20.261	20.868
		Monthly	3,022.67	3,113.34	3,206.87	3,302.92	3,402.16	3,504.09
		Annual	36,272.02	37,360.12	38,482.47	39,635.05	40,825.92	42,049.02
	Recreation Facilitator - Untrained	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10

Effective: April 1, 2013

General Increase 0%

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6
	EPH Caretaker	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10
28	Housekeeping Aide & Laundry Aide	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
		Monthly	2,431.27	2,504.14	2,579.37	2,656.78	2,736.37	2,818.48
		Annual	29,175.19	30,049.70	30,952.42	31,881.33	32,836.44	33,821.78
89	Maintenance	Hourly	15.706	16.177	16.662	17.162	17.677	18.207
		Monthly	2,637.30	2,716.39	2,797.83	2,881.79	2,968.26	3,057.26
		Annual	31,647.59	32,596.66	33,573.93	34,581.43	35,619.16	36,687.11
42	Nurses Aide - Trained & Rehab Aide	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
		Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87
		Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39
	Nurses Aide - Untrained	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10
46	Recreation Facilitator - Trained	Hourly	18.001	18.541	19.098	19.670	20.261	20.868
		Monthly	3,022.67	3,113.34	3,206.87	3,302.92	3,402.16	3,504.09
		Annual	36,272.02	37,360.12	38,482.47	39,635.05	40,825.92	42,049.02
	Recreation Facilitator - Untrained	Hourly	13.175	13.570	13.977	14.397	14.828	15.273
		Monthly	2,212.30	2,278.63	2,346.97	2,417.50	2,489.87	2,564.59
		Annual	26,547.63	27,343.55	28,163.66	29,009.96	29,878.42	30,775.10

Effective: April 1, 2014

General Increase 2.5%

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6
	EPH Caretaker	Hourly	13.504	13.909	14.326	14.757	15.199	15.655
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83
28	Housekeeping Aide & Laundry Aide	Hourly	14.841	15.286	15.745	16.218	16.703	17.205
		Monthly	2,492.05	2,566.77	2,643.85	2,723.27	2,804.71	2,889.01
		Annual	29,904.62	30,801.29	31,726.18	32,679.27	33,656.55	34,668.08
89	Maintenance	Hourly	16.099	16.581	17.079	17.591	18.119	18.662
		Monthly	2,703.29	2,784.23	2,867.85	2,953.82	3,042.48	3,133.66
		Annual	32,439.49	33,410.72	34,414.19	35,445.87	36,509.79	37,603.93
42	Nurses Aide - Trained & Rehab Aide	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
		Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.82
		Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,809.80
	Nurses Aide - Untrained	Hourly	13.504	13.909	14.326	14.757	15.199	15.655
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83
46	Recreation Facilitator - Trained	Hourly	18.451	19.005	19.575	20.162	20.768	21.390
		Monthly	3,098.23	3,191.26	3,286.97	3,385.54	3,487.29	3,591.74
		Annual	37,178.77	38,295.08	39,443.63	40,626.43	41,847.52	43,100.85
	Recreation Facilitator - Untrained	Hourly	13.504	13.909	14.326	14.757	15.199	15.655
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83

Effective: October 1, 2014

Addition of 20 Year Scale

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20
	EPH Caretaker	Hourly	13.504	13.909	14.326	14.757	15.199	15.655	15.968
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74	2,681.29
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83	32,175.52
28	Housekeeping Aide & Laundry Aide	Hourly	14.841	15.286	15.745	16.218	16.703	17.205	17.549
		Monthly	2,492.05	2,566.77	2,643.85	2,723.27	2,804.71	2,889.01	2,946.77
		Annual	29,904.62	30,801.29	31,726.18	32,679.27	33,656.55	34,668.08	35,361.24
89	Maintenance	Hourly	16.099	16.581	17.079	17.591	18.119	18.662	19.035
		Monthly	2,703.29	2,784.23	2,867.85	2,953.82	3,042.48	3,133.66	3,196.29
		Annual	32,439.49	33,410.72	34,414.19	35,445.87	36,509.79	37,603.93	38,355.53
42	Nurses Aide - Trained & Rehab Aide	Hourly	17.470	17.994	18.534	19.090	19.663	20.253	20.658
		Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.82	3,468.82
		Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,809.80	41,625.87
	Nurses Aide - Untrained	Hourly	13.504	13.909	14.326	14.757	15.199	15.655	15.968
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74	2,681.29
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83	32,175.52
46	Recreation Facilitator - Trained	Hourly	18.451	19.005	19.575	20.162	20.768	21.390	21.817
		Monthly	3,098.23	3,191.26	3,286.97	3,385.54	3,487.29	3,591.74	3,663.44
		Annual	37,178.77	38,295.08	39,443.63	40,626.43	41,847.52	43,100.85	43,961.26
	Recreation Facilitator - Untrained	Hourly	13.504	13.909	14.326	14.757	15.199	15.655	15.968
		Monthly	2,267.55	2,335.55	2,405.57	2,477.95	2,552.17	2,628.74	2,681.29
		Annual	27,210.56	28,026.64	28,866.89	29,735.36	30,625.99	31,544.83	32,175.52

Effective: April 1, 2015

General Increase 2.5%

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20
	EPH Caretaker	Hourly	13.842	14.257	14.685	15.126	15.579	16.046	16.367
		Monthly	2,324.30	2,393.99	2,465.86	2,539.91	2,615.97	2,694.39	2,748.29
		Annual	27,891.63	28,727.86	29,590.28	30,478.89	31,391.69	32,332.69	32,979.51
28	Housekeeping Aide & Laundry Aide	Hourly	15.212	15.668	16.139	16.623	17.121	17.635	17.987
		Monthly	2,554.35	2,630.92	2,710.01	2,791.28	2,874.90	2,961.21	3,020.32
		Annual	30,652.18	31,571.02	32,520.09	33,495.35	34,498.82	35,534.53	36,243.81
89	Maintenance	Hourly	16.501	16.996	17.506	18.031	18.572	19.129	19.511
		Monthly	2,770.79	2,853.91	2,939.55	3,027.71	3,118.55	3,212.08	3,276.22
		Annual	33,249.52	34,246.94	35,274.59	36,332.47	37,422.58	38,544.94	39,314.67
42	Nurses Aide - Trained & Rehab Aide	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
		Monthly	3,006.88	3,097.06	3,189.91	3,285.63	3,384.19	3,485.78	3,555.47
		Annual	36,082.61	37,164.66	38,278.96	39,427.51	40,610.31	41,829.39	42,665.61
	Nurses Aide - Untrained	Hourly	13.842	14.257	14.685	15.126	15.579	16.046	16.367
		Monthly	2,324.30	2,393.99	2,465.86	2,539.91	2,615.97	2,694.39	2,748.29
		Annual	27,891.63	28,727.86	29,590.28	30,478.89	31,391.69	32,332.69	32,979.51
46	Recreation Facilitator - Trained	Hourly	18.912	19.480	20.065	20.666	21.287	21.924	22.363
		Monthly	3,175.64	3,271.02	3,369.25	3,470.17	3,574.44	3,681.41	3,755.12
		Annual	38,107.68	39,252.20	40,430.98	41,641.99	42,893.31	44,176.86	45,061.45
	Recreation Facilitator - Untrained	Hourly	13.842	14.257	14.685	15.126	15.579	16.046	16.367
		Monthly	2,324.30	2,393.99	2,465.86	2,539.91	2,615.97	2,694.39	2,748.29
		Annual	27,891.63	28,727.86	29,590.28	30,478.89	31,391.69	32,332.69	32,979.51

Effective: April 1, 2016

General Increase 2%

Stand. Group #	Employer Classification		Start	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20
	EPH Caretaker	Hourly	14.119	14.542	14.978	15.428	15.890	16.367	16.694
		Monthly	2,370.82	2,441.84	2,515.06	2,590.62	2,668.20	2,748.29	2,803.20
		Annual	28,449.79	29,302.13	30,180.67	31,087.42	32,018.35	32,979.51	33,638.41
28	Housekeeping Aide & Laundry Aide	Hourly	15.516	15.981	16.461	16.955	17.463	17.987	18.347
		Monthly	2,605.40	2,683.48	2,764.08	2,847.03	2,932.33	3,020.32	3,080.77
		Annual	31,264.74	32,201.72	33,168.92	34,164.33	35,187.95	36,243.81	36,969.21
89	Maintenance	Hourly	16.831	17.336	17.856	18.391	18.943	19.511	19.902
		Monthly	2,826.21	2,911.00	2,998.32	3,088.16	3,180.85	3,276.22	3,341.88
		Annual	33,914.47	34,932.04	35,979.84	37,057.87	38,170.15	39,314.67	40,102.53
42	Nurses Aide - Trained & Rehab Aide	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.598
		Monthly	3,067.00	3,159.02	3,253.72	3,351.28	3,451.86	3,555.47	3,626.66
		Annual	36,803.98	37,908.20	39,044.66	40,215.37	41,422.36	42,665.61	43,519.97
	Nurses Aide - Untrained	Hourly	14.119	14.542	14.978	15.428	15.890	16.367	16.694
		Monthly	2,370.82	2,441.84	2,515.06	2,590.62	2,668.20	2,748.29	2,803.20
		Annual	28,449.79	29,302.13	30,180.67	31,087.42	32,018.35	32,979.51	33,638.41
46	Recreation Facilitator - Trained	Hourly	19.291	19.869	20.466	21.079	21.712	22.363	22.810
		Monthly	3,239.28	3,336.34	3,436.58	3,539.52	3,645.81	3,755.12	3,830.18
		Annual	38,871.37	40,036.04	41,238.99	42,474.19	43,749.68	45,061.45	45,962.15
	Recreation Facilitator - Untrained	Hourly	14.119	14.542	14.978	15.428	15.890	16.367	16.694
		Monthly	2,370.82	2,441.84	2,515.06	2,590.62	2,668.20	2,748.29	2,803.20
		Annual	28,449.79	29,302.13	30,180.67	31,087.42	32,018.35	32,979.51	33,638.41

SCHEDULE “B”

AGREED to delete HEALTHCARE PLAN SUMMARY OF BENEFITS FOR ACTIVE MEMBERS in its entirety. A Summary of Benefits will be provided by the Union as a “For Information Only” document.

Enrolment in the HEBP Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan. The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.

LETTER OF UNDERSTANDING #1 - RE TECH CHANGE/CHANGE IN FUNCTION

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

Prior to the introduction of any technological change (as defined in the Labour Relations Act) or prior to any change in methods of operations which alter the EFT (Equivalent to Full Time) status or shift pattern of an employee or employees on other than a temporary basis, the Employer will meet with the Union to attempt to determine mutually agreeable methods of lessening the impact on affected employees.

If a mutual agreement is not reached, the matter may be referred to a mediator who will not have the authority to impose a binding settlement on the parties. The mediator will either be chosen by the parties or appointed by the Minister of Labour. In the event of a dispute, no permanent change will be implemented until the mediation process has been completed.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

LETTER OF UNDERSTANDING #2 - RE WORK EXPECTATIONS

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

In event of a short staffing situation, the Employer shall clarify expectations and priorities to employees as required, to determine which work can and cannot be done.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

**LETTER OF UNDERSTANDING #3 - RE ENHANCED PENSION AND BENEFIT
PLAN IMPROVEMENTS**

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

During the term of the Collective Agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the Employer will provide the same enhancements at the same time.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

**LETTER OF UNDERSTANDING #4 - RE MAINTENANCE OF WAGE
STANDARDIZATION**

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

Whereas the Healthcare Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter “the parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties:

And, whereas Phase II of the Wage Standardization initiative will be concluded on March 31, 2009.

And whereas the parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee’s or group of employees’ job content may result in a request for review of the wage scale;

Therefore the parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support collective agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

**LETTER OF UNDERSTANDING #5 – RE PROVINCIAL FACILITY SUPPORT
SECTOR ADVISORY COMMITTEE**

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

The parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of 6 Business Representatives or elected Union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages or trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist.
- To identify training requirements in order to address current or anticipated shortages.
- To recommend strategies to facilitate the availability and accessibility of training programs.
- To consider other systemic staffing issues that may be raised by Committee members.
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the Collective Agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated Agreement.

The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the parties.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

LETTER OF UNDERSTANDING #6 – RE NURSES AIDE CREDIT FOR

PREVIOUS EXPERIENCE

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

The starting salary of a Nurses Aide newly employed shall recognize previous experience applicable to the position (in a long term care facility) applied for on the basis of equivalent full time experience as specified hereinafter.

Length of Experience	Starting Rate
Less than one year	Start Rate
One year within the past 4 years	Step 2
Two years within the past 5 years	Step 3
Three years within the past 6 years	Step 4
Four years within the past 6 years	Step 5
Five years within the past 7 years	Step 6

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

**LETTER OF UNDERSTANDING #7 RE: REMEDY FOR RESOLVING GRIEVANCE
CONCERNING IMPROPER SCHEDULING OF REGULAR AND OVERTIME SHIFTS**

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

The following remedy will apply with grievances pertaining to improper call-in for relief shifts (i.e.) not called according to seniority in accordance with Articles 15.09 and 17.07 of the Collective Agreement):

- Employees will be made whole with in-kind remedy; namely they will be allowed to make up any and all lost time. They will perform duties as assigned. They will be paid at straight time or overtime depending on what they would have been paid had they been properly called.
- The employee will not be scheduled but will be allowed to report to work as an extra person on the shift mutually agreed upon for the number of hours of the missed call-in.
- If a vacancy exists on an agreed upon substitute shift, the vacancy will be filled in accordance with the collective agreement so the aggrieved employee will be an extra person. If the employer tries to fill such shift but is unable to find replacement, the employer's obligation will be considered fulfilled.

Either party may withdraw from this process upon thirty (30) days notice to the other party. The matter of compensation will then be taken to arbitration for a final resolve.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

**LETTER OF UNDERSTANDING #8 RE: REPLACEMENT PROCEDURES AND USE
OF AGENCY WORKERS**

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

The parties hereto have agreed to the following replacement procedures without precedent or prejudice to either party's position for the life of the current agreement only.

Agency workers will not be called until the entire calling procedure in the order listed below has been exhausted:

1. Part time employees by seniority who are available and have indicated in writing to the Employer in accordance with Article 17.07 that they wish to work additional hours provided the additional hours does not put them into an overtime position
2. All casuals
3. Employees by seniority who have submitted a written request to the Employer for overtime shifts in accordance with Article 15.09

A reasonable amount of time (based on the amount of time available to fill the vacancy) will be allowed for the employee being called to return the call.

No grievance will be filed by the Union if the employee with a complaint did not provide the proper written request as per Articles 15.09 and 17.07.

Should the Employer be unable to fill the vacancy through the above procedures they may then call an agency worker for that vacancy.

Call logs will be kept for all phone calls made by the Scheduler. These logs as well as information as to when the vacancy became available (i.e. when the sick call was received) will be provided to the Union upon request.

Signed this 29th day of December, 2014

FOR THE EMPLOYER
(signed) Laurie Cerqueti

FOR THE UNION
(signed) Don Lajoie

LETTER OF UNDERSTANDING #9 RE: ONE-ON-ONE RESIDENT CARE

BETWEEN

**MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR**

AND

UNIFOR LOCAL 4209

In cases where the Employer receives special funding in order to provide supernumerary staffing employed in constant care for a specific resident the Employer will offer such work to members of the bargaining unit in the following order:

1. Part time employees by seniority who are available and have indicated in writing to the Employer in accordance with Article 17.07 that they wish to work additional hours provided the additional hours does not put them into an overtime position
2. All casuals

If there are no members of the bargaining unit available to work at straight time rates, the Employer may opt to engage agency staff. If this occurs, this will not be a violation of any provisions of the Collective Agreement.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie

LETTER OF UNDERSTANDING #10
SPECIAL PROVISIONS REGARDING EMPLOYEES OCCUPYING
MORE THAN ONE POSITION

BETWEEN

MANITOBA BAPTIST HOME SOCIETY INC.
Operating As MEADOWOOD MANOR

AND

UNIFOR LOCAL 4209

1. Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position in the bargaining unit provided the combination of positions does not exceed the daily or biweekly hours of work as set out in Article 14.01. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.
2. At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT or exceed the regular daily hours of work in any one day.
3. Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e. status will not be converted to full-time).
4. All salary-based benefits, i.e., Group Life, Pension, D&R., as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
5. All accrued employee benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
6. Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted and considered independently, based on operational requirements.
7. An employee who takes on an additional position and such arrangement is later found to be unworkable by either party, the employee shall be required to relinquish one (1) of the positions occupied at her option.

Signed this 29th day of December, 2014

FOR THE EMPLOYER

(signed) Laurie Cerqueti

FOR THE UNION

(signed) Don Lajoie