



COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3729**

(HEALTH CARE AIDES)

AND

LHC PERSONAL CARE HOME INC.

**TERM OF AGREEMENT:
OCTOBER 1, 2012 TO MARCH 31, 2016**

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PREAMBLE

Now therefore the following terms and conditions are agreed to:

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under specific Certificate #MLB 5873.
- 102 The Employer reserves the right to utilize students, volunteers and apprentices who shall be excluded from the bargaining unit, to do bargaining unit work provided that no bargaining unit member shall be displaced or have her hours reduced due to the utilization of students, volunteers or apprentices.
- 103 The term "Employer" shall mean the LHC Personal Care Home Inc. in Winnipeg, Manitoba.
- 104 The term "Union" shall mean the Canadian Union of Public Employees, Local 3729.

ARTICLE 2 - DURATION

- 201 (a) This Agreement shall be in full force and effect from October 1, **2012** to **March 31, 2016**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- 202 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

205 **On the condition that the Union accepts this Proposal, the Employer will agree to pay retroactive pay within ninety (90) days of the signing of the revised Collective Agreement subsequent to ratification by the Union. Unless otherwise agreed all benefits and adjustments shall be in effect upon signing of the revised Collective Agreement subsequent to ratification by the Union.**

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 The Union recognizes and acknowledges the right of the Employer to operate and manage its business in all respects, and to make, enforce and alter from time to time, reasonable rules, regulations, policies and practices to be observed by employees. The Employer agrees that it will not exercise its rights in a manner inconsistent with the terms and conditions of this Agreement. The Employer agrees to provide the Union and the employees with notice of any new rule or changes to an existing rule prior to its implementation.
- 302 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. Management, therefore, retains all rights not otherwise specifically covered by this Agreement.
- 303 In administering the Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Agreement as a whole.
- 304 The Union agrees to carry out its obligations to the Employer under this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 4 - UNION DUES - SECURITY

- 401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement.
- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.

- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 404 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

- 501 The Union agrees to provide to the Employer a current list of officers and authorized representatives **when a change has occurred and/or when requested.**
- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 503 Three (3) employees shall be given a leave of absence without loss of regular pay to attend collective bargaining negotiations between the Employer and the Union if negotiations are scheduled within regular work hours. It is agreed that the Union shall reimburse the Employer for such wages and benefits for such employees.
- 504 After notifying the Executive Director or her designate, the Union Representative will be allowed access to the workplace and the employees at reasonable times provided there is no interference with services and prior approval is granted by management, such approval not to be unreasonably withheld. **Where practicable, all such access shall be conducted during off duty hours.**
- 505 The President or designate of the Local Union shall be granted up to fifteen (15) minutes at a mutually convenient time in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 506 All correspondence arising out of this Agreement shall pass to and from the Executive Director of the LHC Personal Care Home Inc. or designate and the Local Union President or designate of the Union.

ARTICLE 6 - NON-DISCRIMINATION

- 601 It is agreed that there shall be no discrimination against any employees by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, family status, parental status, place of residence, disability, nor by reason of her membership or non-membership or activity in the Union. The Employer shall be entitled to rely on defences equivalent to those available to Employers under the *Human Rights Code*, if discrimination is alleged.
- 602 The Employer and the Union agree that no form of harassment shall be condoned in the workplace.

ARTICLE 7 - DEFINITIONS

- 701 An employee is a person employed by the Employer and covered by this Agreement.
- 702 A "full-time" employee is one who regularly works the hours specified in Article 1801.
- 703 A "part-time" employee is one who is regularly scheduled and works less than full-time hours as specified in Article 1801, but not less than two (2) shifts biweekly totalling at least fifteen and one-half (15.5) hours biweekly.
- 704 A term employee is one who is hired for a specific period or until completion of a particular project. A term employee will be required to complete the term prior to becoming eligible to begin another term position within the bargaining unit. Term employees shall be eligible to apply for full and part-time positions at any time during the term.
- 705 A "probationary" employee is a newly hired full-time employee who has not completed four hundred and eighty (480) hours of work from the date of hire. The period for part-time employees shall be three hundred and fifty (350) hours of work, or five (5) calendar months, whichever comes first, from the date of hire. These periods may be extended if the Employer so requests.
- 706 The words "casual employee" shall mean a person who replaces an absent employee or supplements full-time employee coverage as required from time to time. The use of casual employees shall not prevent full-time employees from obtaining full-time hours as specified in Article 1801. The terms of this Agreement shall not apply to such casual employees, except:
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period;

- (b) Casual employees shall be paid the start rate specified in Schedule "A";
- (c) Casual employees required to work on a statutory holiday shall be paid at the rate specified in Article 1603;
- (d) Casual employees shall be entitled to overtime pay in accordance with Article 19 but will not be entitled to bank days;
- (e) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 4;
- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period;
- (g) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at **her** regular rate of pay or shall be assigned other duties consistent with their position for a minimum of three (3) hours; and
- (h) Articles 10 and 11 herein apply only with respect to the terms of this Article.

707 A "seasonal employee" shall mean a person hired by the Employer to work **between** May 1 to September 15 each year mainly for the purpose of vacation relief. Seasonal employees shall not accrue seniority, **and shall be considered as casual employees for all purposes.**

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

ARTICLE 8 - BULLETIN BOARDS

801 Bulletin board space for the use of the Union will be provided by the Employer. **All material placed on the bulletin board will be signed and dated by the Executive Director or designate. The Union is responsible to ensure the bulletin boards are kept tidy and current.**

ARTICLE 9 - EMPLOYEE BENEFITS

901 Personnel policies of LHC Personal Care Home Inc. contained in the Human Resources Policy and Procedure Manual of LHC Personal Care Home Inc., as amended from time to time, respecting individuals employed by LHC Personal Care Home Inc. outside the bargaining unit shall apply to employees in the bargaining unit, provided that where there is a conflict between policy and a provision of this Collective Agreement, the terms of the Collective Agreement shall prevail. The said personnel policies are not intended to be incorporated by reference or otherwise to form part of the Collective Agreement.

902 Employee group benefits as of the date of ratification of this agreement are as follows:

- (a) Dental Plan (HEBP)
- (b) Group Life Insurance
- (c) Healthcare Employees Pension Plan (HEPP)
- (d) **Extended Health** (HEBP)
- (e) Disability and Rehabilitation (D & R) through HEBP on a cost shared basis
- (f) **EAP (Employee Assistance Program)**
- (g) **Health Spending Account**

The breakdown of the employee's and Employer's contribution to the cost of each benefit shall be contained in the individual benefit booklets available to employees. The Employer does not guarantee coverage eligibility or payment of any insurance benefits as this is strictly between the individual plan provider and the individual employee.

The parties agree that the Employer may change the carrier for dental and group health insurance benefits so long as the coverage is equal to or better than the current coverage. Prior to any changes in carrier, the Employer agrees to meet with the Union and discuss said changes.

903 Each employee agrees to the deduction and remittance of the employee's share of the cost of benefits by the Employer out of the wages of ~~the~~ employee.

ARTICLE 10 - GRIEVANCE PROCEDURE

1001 A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of the Agreement. Any employee, the Union, or the Employer may present a grievance.

1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

1003 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of one (1) employee so engaged. Such permission shall not be unreasonably withheld.

1004 Discussion Stage

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

1005 Step 1

If the grievance is submitted but not resolved within the foregoing time period, the grievor and the Union representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the appropriate Department Head or designate who is outside the bargaining unit, stating all allegations and remedies sought.

1006 Step 2

Failing settlement of the grievance at Step 1, within five (5) calendar days after submission to the Department Head or designate who is outside the bargaining unit, the Union may within a further seven (7) calendar days, submit the grievance in writing to the Executive Director or designate who shall, within seven (7) calendar days after receipt of the grievance, render a decision in writing.

1007 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Executive Director or designate.

- 1008 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employee may submit the grievance directly to the Executive Director or designate.
- 1009 An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.
- 1010 If the respondent to the grievance fails to respond within the time limits for responding, the response shall be deemed to be a rejection of the grievance.
- 1011 The time limits in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 - ARBITRATION

- 1101 Within ten (10) calendar days after receiving the Executive Director's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. Failure to refer within ten (10) **calendar** days shall result in the grievance being deemed abandoned.
- 1102 The following list are arbitrators which have been selected as single arbitrators and will be used on a rotating basis:
- (a) Michael D. Werier
 - (b) John Korpescho
 - (c) Arne Peltz
- 1103 The Arbitrator/Arbitration Board shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 1104 The findings and decision of the Arbitrator/Arbitration Board, on all arbitrable questions, shall be binding and enforceable on all parties involved.
- 1105 The parties, by mutual consent, may refer any matter to a three (3) member Arbitration board.
- 1106 The Arbitrator/Arbitration Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitrator/Arbitration Board shall hear and determine the

difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

1107 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Arbitrator/Arbitration Board, either party may apply to the Arbitrator/Arbitration Board to reconvene. Within five (5) calendar days the Arbitrator/Arbitration Board shall reconvene to clarify the decision.

1108 Expenses of the Arbitrator/Arbitration Board shall be borne as follows:

- (a) Where a sole Arbitrator is appointed, each party shall pay one-half ($\frac{1}{2}$);
- (b) Where a three (3) member board is appointed each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the Chairperson and all of the fees and expenses of the Arbitrator the party appoints.

1109 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1110 The time limits in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12 - SENIORITY

1201 Subject to 1202 seniority shall be defined as the total accumulated regular paid hours in the bargaining unit calculated from the date the employee last entered the service of the Employer as full or part-time employee.

1202 Any probationary employees may be terminated or laid off without reference to seniority and without just cause or notice or pay in lieu of notice. The dismissal of a probationary employee shall be deemed to be for just cause.

1203 Seniority and employment will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer, not in excess of two (2) weeks, or where the laid off employee fails to report due to illness

and such illness is substantiated by a medical certificate presented in a timely manner;

- (d) is laid off for more than twelve (12) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension without satisfactory explanation to the Employer.

1204 Seniority lists showing the date of hire of each employee shall be submitted to the Union, upon written request.

1205 If a full-time employee is absent from work due to a workplace accident, she shall continue to accumulate seniority based on hours she would have otherwise worked subject to providing a medical certificate from a duly qualified medical practitioner.

1206 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of approved unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers Compensation benefits up to a maximum of twelve (12) months;
- (f) is on approved maternity and/or parental/adoption leave.

1207 Seniority will be retained but will not accrue if an employee:

- (a) is on approved unpaid leave of absence in excess of four (4) consecutive weeks up to a maximum of twelve (12) months, unless otherwise mutually agreed to by the Employer and the employee;
- (b) is laid off for less than twelve (12) months;
- (c) is on the trial period of an out-of-scope position;
- (d) is on full Workers Compensation in receipt of total and permanent disability benefits in excess of twelve (12) months.

- 1208 Seniority will terminate when an employee has completed the trial period of an out-of-scope position and remains out-of-scope.

ARTICLE 13 - INCOME PROTECTION IN CASE OF PERSONAL ILLNESS

- 1301 An employee who is absent from scheduled work due to personal illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, **or by the Manitoba Public Insurance Corporation (MPI)** or due to illness of the employee's spouse, child or parent (and who resides with the employee and where the employee is required to care for such person), shall be entitled to her regular pay to the extent that the employee has accumulated income protection credits. **Income protection benefits will be paid upon receipt of the medical certificate if one is requested by the Employer.**
- 1302 In the case of medical or dental examinations or treatment, the employee shall, with prior approval, be allowed time off with pay to attend such appointments to the extent that the employee has accumulated income protection credits. Such time shall be deducted from income protection credits accumulated to that date.
- 1303 An employee who is unable to report for work for the reasons outlined in 1301 shall inform her supervisor at least ninety (90) minutes prior to the commencement of the day shift and three (3) hours for evening and night shifts. An employee who fails, without valid reason, to give notice as specified will not be entitled to receive income protection benefits for the shift in question and may be subject to discipline.
- 1304 An employee who will be absent under the conditions outlined in Article 1302 must give a reasonable period of notice to her department prior to the starting time of her shift. Reasonable notice for prescheduled medical or dental examination or treatment will be forty-eight (48) hours. An employee undergoing elective surgery must give fourteen (14) days notice when possible except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given. **Replacement employees will be given as much notice as reasonably possible of the loss of the shift without repercussion to the Employer.**
- 1305 An employee returning to work following an absence of one (1) week or more shall inform the Employer twenty-four (24) hours prior to returning to work.
- 1306 Employees shall accumulate income protection credits at the rate of one and one quarter (1¼) days per month. There will be no cap on the maximum number of credits an employee may accumulate.

- 1307 Employees shall not be entitled to utilize income protection for shifts outside their regularly **scheduled** E.F.T., e.g. call-ins, pick-ups and **shift exchanges**.
- 1308 The Union agrees to work with Management in the review of income protection utilization.
- 1309 Income protection credits will accumulate on the same basis as seniority is accrued under Article 1201.
- 1310 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness during the probationary period.
- 1311 The Employer reserves the right to require a certificate from a duly qualified medical practitioner as proof of her fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuse of income protection as proof of illness in regard to any claim of income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Employer may require the employee to be examined by a duly qualified medical practitioner chosen by the Employer **at the Employer's expense**.
- 1312 **Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.**
- 1313 Income Protection and Workers' Compensation
- 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, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board. Workers' Compensation payment will be paid directly to the employee by WCB.
- Further to this, the Employer shall notify Workers' Compensation of salary adjustments at the time they occur.
- 1314 Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed her basic salary, less her usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (b) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of her accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning, prior to any advance being made, sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
- (d) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS

- 1401 With respect to any new positions or any vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees for a period of **ten (10)** calendar days. Such postings shall state the required qualifications, current or anticipated shift, hours of work and wage rate. Employees may make application for all such positions in writing. It is understood and agreed that the Management will notify the Union President within fourteen (14) calendar days, **in writing**, of the successful applicant filling the new position or vacancy. The name of the successful applicant shall also be posted in a place accessible to all employees.
- 1402 Vacancies and new positions shall be filled on the basis of qualifications, ability, and reliability. Where competing candidates' qualifications, ability and reliability are relatively equal, departmental seniority shall be the determining factor.
- 1403 Employees shall not be eligible to apply for transfer during their trial period **except where the transfer is to a higher E.F.T. or higher paid position in which case the trial period would start again.**
- 1404 (a) All promotions and voluntary transfers are subject to a **two (2)** month trial period.

- (b) Conditional upon satisfactory performance, in the opinion of the Employer, the employee shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position, in the opinion of the Employer, or if the employee wishes to revert voluntarily to **her** former position, the employee shall be returned to **her** former position without loss of seniority.

1405 When an employee is promoted, **her** new and future salary will be determined as follows:

- (a) The new salary will be the **start rate of the new job title or current rate whichever is greater.**
- (b) Subsequent increments, if any, shall be due upon the completion of 2,015 hours for full-time and part-time employees.

1406 If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the same increment level of the new classification.

1407 **The Employer shall, within thirty (30) days, notify the Union of its intention to delete or otherwise make changes to a vacant position.**

1408 **After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Facility.**

ARTICLE 15 - ANNUAL VACATION

1501 The vacation year shall be from the 1st day of June in the one year to the 31st day of May the next year.

1502 An employee who has completed less than one (1) year of continuous employment as of the cutoff date indicated in 1501 will be granted vacation on a percentage of hours worked.

1503 Effective June 1, 2010:

Annual vacation shall be earned at the rate of:

- Ten (10) working days per year commencing in the 1st year of employment
- Fifteen (15) working days per year after completion of four (4) years of employment

- Twenty (20) working days per year after completion of ten (10) years of employment
- Twenty-five (25) working days per year after completion of fifteen (15) years of employment
- Thirty (30) working days per year after completion of twenty-five (25) years of employment

1504 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.

1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- Ten (10) days per year - 4% of regular pay
- Fifteen (15) days per year - 6% of regular pay
- Twenty (20) days per year - 8% of regular pay
- Twenty-five (25) days per year - 10% of regular pay
- Thirty (30) days per year - 12% of regular pay

1506 The Employer will post a projected vacation calendar not later than March 1st of each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected calendar.

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

If there is a conflict between employees' preferences in choices of vacation time, seniority shall be the determining factor.

1507 The Employer will post an approved vacation schedule no later than April 15th of each year.

The Employer will give due consideration to operational requirements, employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

- 1508 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. **Vacation must be taken in one (1) week blocks.**
- 1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1510 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1511 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible.
- In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- Where an employee is subpoenaed for jury duty during her period of vacation, **or leave of absence due to WCB or MPI**, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date. The terms of Article 1711 shall continue to apply to this Article. **The employee is required to show the original summons or subpoena to his/her Manager.**
- 1512 Upon written request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.
- 1513 Any employee planning on taking maternity/parental leave may be allowed to carry any outstanding vacation time into the next **vacation** year.

ARTICLE 16 - GENERAL HOLIDAYS

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

New Year's Day (January 1)	Victoria Day
Louis Riel Day	August Civic Holiday
Good Friday	Thanksgiving Day
Canada Day	Christmas Day (December 25)
Labour Day	Boxing Day
Remembrance Day	Easter Sunday

and any other day proclaimed as a holiday by Provincial authorities. **The stat holiday will be considered the bulk of hours of the employees shift. The full shift will be paid at time and one half (1.5).**

- 1602 If a general holiday falls on a regular work day of an employee and the employee is not required to work, she will be paid her basic rate of pay for all hours the employee would have worked had that day not been a holiday.
- 1603 A **full-time** employee **who is** required to work on a general holiday will be paid at the rate of **one and one-half (1.5) times** her basic rate of pay for all hours worked and receive a **compensating** day off with pay to be taken at a time mutually agreed upon by the Employer and the employee. **Employees may opt to be paid at the rate of two and one-half (2.5) times her basic rate for all hours worked.**
- 1604 If a general holiday falls on a regular day off of an employee or during her annual vacation, the employee shall be granted an alternate day off with pay to be taken at a time mutually agreed upon by the Employer and the employee. When mutually agreed, employees may bank up to four (4) days to be taken at a mutually agreeable time.
- 1605 When reasonably practicable, Christmas Day shall be assigned with one of Christmas Eve or Boxing Day and New Year's Eve shall be assigned with New Year's Day.
- 1606 The Employer agrees to distribute time off as equitably as reasonably practicable over Christmas and New Year's.
- 1607 Where the wages of an employee vary from day to day, her pay for a General Holiday on which she has not worked shall be at least equivalent to her average daily earnings exclusive of overtime for the days on which she worked during the thirty (30) calendar days immediately preceding the General Holiday.
- 1608 Notwithstanding any other provision of the Collective Agreement, all days off in lieu of a general holiday must be taken by March 31 of each year.
- 1609 **If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day, at her basic rate of pay.**

ARTICLE 17 - LEAVE OF ABSENCE

- 1701 Except in cases of emergency, Employees wishing to obtain a leave of absence of one (1) week or more, shall present such requests in writing to their Manager/ Supervisor at least four (4) weeks in advance of the requested leave. Such requests shall include start and end date as well as reason for leave.

The Manager/Supervisor through the Executive Director may give authorization for leaves of absence which they deem to be for good and sufficient reason, such authorization shall not be unreasonably withheld. The Employee shall receive in writing, a response to the application at least two (2) weeks prior to the intended leave of absence. Depending upon the circumstances and the Leave of Absence Policy of the LHC Personal Care Home Inc., which may change from time to time, such leave will be granted with or without pay.

- 1702 An employee who is granted a leave of absence will be returned to her former or a similar position, if available, upon her return at her same salary level.

1703 Maternity Leave

A female employee who has completed seven (7) months of employment with the Employer, shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

In cases of complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

1704 Parental Leave

(a) Entitlements

Every employee

(i) who,

(A) in the case of a female employee, becomes the natural mother of a child,

(B) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

- (C) adopts a child under the law of a province; and
- (ii) who has completed seven (7) consecutive months of employment; and
- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay from the Employer, consisting of a continuous period of up to thirty-seven (37) weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take 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 after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(c) Late Application for Parental Leave

When an application for parental leave under Sub-Article (a) above is not made in accordance with Article 1704(iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

1705

An employee wishing to return to work after maternity and/or parental leave shall notify the Employer in writing at least four (4) weeks in advance of his or her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

1706

Bereavement Leave

The Employer at its discretion may grant bereavement leave with or without pay for part or all of such an absence.

Approval for bereavement leave must be obtained through the employee's Manager/Supervisor in consultation with the Executive Director.

- (a) **Subject to 1706(e), employees shall receive five (5) consecutive calendar days with pay, commencing on the date of death and** one of which shall be the date of the funeral, for the death of a spouse, common law spouse, child, parent, brother, sister, including in-laws, or former legal guardian. One (1) day bereavement leave may be retained at the Employee's request for use in the case where the funeral/memorial service, interment or cremation is at a later date.
- (b) **Subject to 1706(e), employees shall receive three (3) consecutive calendar days with pay, commencing on the date of death and one (1) of which shall be the date of the funeral, for the death of a grandparent. One (1) day bereavement leave may be retained at the employee's request for use in the case of where the funeral/memorial service, interment or cremation is at a later date.**
- (c) **Subject to 1706(e), employees shall receive one (1) day with pay to attend the funeral** of aunts, uncles, nieces or nephews.
- (d) Any further paid or unpaid leave would be at the discretion of the Employee's Manager/Supervisor.
- (e) Bereavement leave will not be granted when an employee was not scheduled to be on duty (e.g. days off, vacation, statutory holidays and sick leave).

1707

Jury Duty Leave

An employee who is served notice to appear as a witness or for jury duty will, upon submission of proof of attendance, be paid the difference between the court allowance if applicable, and their regular salary.

1708

Subject to Plan requirements employees granted leave of absence without pay may make prepayments to maintain coverage under **the** benefit programs.

1709 Citizenship Leave

Employees shall be allowed a half (½) day off work with pay to attend citizenship court to become a Canadian citizen. **The Employer has the right to request confirmation of the citizenship leave.**

1710 Union Leave

Upon at least **two (2)** weeks (or more if reasonably possible) prior written request to the Employer, employees elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, subject to operational requirements and provided that not more than two (2) employees from the same shift are absent at the same time, unless mutually agreed by the Employer and employee. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs by the Employer from the Union.

1711 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office.

1712 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications. Such leave shall be limited to the time required to actually write the examination.

1713 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1714 Compassionate Care Leave

Employees shall be entitled to compassionate care leave in accordance with *The Employment Standards Code*.

ARTICLE 18 - HOURS OF WORK

- 1801 Normal hours of work for all full-time Health Care Aide employees will be:
- seven and three-quarters (7.75) hours per day - excluding meal periods and including rest breaks;
 - thirty-eight and three-quarters (38.75) hours per week.
- 1802 The meal period will be scheduled by the Employer and will not be less than one-half (½) hour.
- 1803 Employees working a shift of:
- (a) four (4) consecutive hours shall be entitled to one paid rest period of fifteen (15) minutes;
 - (b) a shift of five (5) consecutive hours shall be entitled to one unpaid meal break of thirty (30) minutes;
 - (c) a shift of six (6) consecutive hours shall be entitled to one paid rest period of fifteen (15) minutes and one unpaid meal period of thirty (30) minutes;
 - (d) a shift of seven and three quarter (7.75) consecutive hours shall be entitled to two paid rest periods of fifteen (15) minutes and one unpaid meal period of thirty (30) minutes.
- 1804 Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee. Where possible a four (4) week master schedule will be posted.
- 1805 Where possible, the Employer will establish consistent hours of work for permanent full-time employees, and give reasonable advance notice of changes in shift schedules.
- 1806 Employees wishing to request specific days off must submit their requests in writing to their Manager/Supervisor **two (2) weeks in advance of the requested day off**. These requests may be granted at the discretion of the Manager/Supervisor.
- 1807 No employee shall work more than **seven (7)** consecutive days (less if reasonably possible), except by mutual agreement between the **employee** and the Employer.
- 1808 Permanent full-time employees shall be granted as great a number of weekends off as is reasonably practicable.

- 1809 Shifts shall not be scheduled for periods of less than three (3) hours in duration.
- 1810 Requests for **shift exchanges** in posted shifts shall be submitted in writing to their Manager/**Supervisor**, co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head and shall not result in overtime costs to the facility. The parties agree that shifts shall be consistent where possible.
- 1811 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional shifts shall be offered such work when available, provided they are able to perform the required duties. Such additional shifts shall be **offered in seniority order amongst those employees who have requested additional shifts in writing and subject to operational requirements**. Any emergent or situational shifts occurring after the posted schedule shall be offered in order of seniority, provided they are able to perform the required duties and in accordance with their stated ability. It is further understood that such additional shifts shall be offered only to the extent that they will not cause any overtime costs to the Employer.
- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, the employee will henceforth be offered additional shifts at the sole discretion of the Employer.
- (c) (i) Where a part-time employee is unable to work all or part of any additional casual hours, for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and General Holiday pay in accordance with Article 16.

ARTICLE 19 - OVERTIME

- 1901 Overtime shall be authorized time worked in excess of eight (8) hours per day or eighty (80) hours biweekly, such time to have been authorized in such manner and by such person as may be authorized by the Employer.
- 1902 Employee shall receive one and a half (1.5) times their basic rate of pay for authorized overtime.

- 1903 By mutual agreement between the employee and the Employer, the employee may be compensated for overtime by granting one and a half (1.5) hours time off for each hour of overtime worked.
- 1904 For the purposes of computing overtime hours, **the hours** an employee would have worked on a general holiday had the day not been a general holiday shall be included as hours worked during that week.
- 1905 An employee shall not have their regular hours of work reduced in order to equalize any overtime worked.
- 1906 Overtime may be banked up to a maximum of twenty-three and one-quarter (23.25) hours' overtime and any banked time must be used prior to the end of each fiscal year or be subject to pay-out.
- 1907 **Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa, shall be paid at straight time rates for actual hours worked.**

ARTICLE 20 - SALARIES AND INCREMENTS

- 2001 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. **The Employer may in its sole discretion place new employees at an increment level higher than start rate in recognition of the employee's experience.**
- 2002 (a) Employees shall be paid every two (2) weeks.
- (b) **If an employee covered by this agreement has not received wages in any one (1) pay period resulting in a shortfall of wages of at least the equivalent of one (1) normal day's pay, such pay will be provided within three (3) business days, upon request from the employee.**
- 2003 Salary increments for employees who have their increments due as defined in Schedule "A" will be effective on the first day of the next pay period. When an unpaid leave of absence in excess of four (4) weeks is granted, the increment for the employees shall move forward in direct relation to the length of the leave.
- 2004 An employee filling a position which pays a lower rate of pay than her base rate shall be paid at her base rate of pay.

ARTICLE 21 - NOTICE OF LAYOFF/RECALL

- 2101 The Employer shall give employees, for layoffs of less than eight (8) weeks: two (2) weeks' notice or pay in lieu of and in layoffs over eight (8) weeks: four (4) weeks' notice or pay in lieu.
- 2102 In the event of a layoff and recall the Employer will give preference to those who have seniority and, in the opinion of the Employer, have the qualifications, ability and reliability to perform the requirements of the job.
- 2103 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications, ability and reliability sufficient to perform the required duties.
- 2104 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff. The employee shall advise the Employer of any change in contact information.
- 2105 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address and must be prepared to begin work at a time designated by the Employer.
- 2106 The right of a person who has been laid off to be recalled under this Agreement will be forfeited and employment shall be deemed terminated if the person did not communicate with the Employer as specified in 2104.
- 2107 Reduction of Hours
- In the event that an employee has her hours of work reduced, the employee shall be given:
- for a reduction in hours lasting less than eight (8) weeks - two (2) weeks' notice or pay in lieu of;
 - for reduction of hours lasting over eight (8) weeks - four (4) weeks' notice or pay in lieu.
- A copy of such notice shall be forwarded to the Union.

ARTICLE 22 - NOTICE OF TERMINATIONS

- 2201 An employee may terminate her employment with the Employer by giving two (2) weeks written notice, exclusive of vacation.

- 2202 Employment may be terminated with lesser notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure.
- 2203 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 23 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2301 Subject to 1202, an employee may be discharged or suspended for just cause only. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.
- 2302 Where practicable, a Shop Steward, or in the absence of a Shop Steward, a Union Representative or where no Shop Steward or Union Representative is available, another employee in the bargaining unit, shall be present when a member of the bargaining unit:
- (a) is given a reprimand which is to be entered on the employee's personnel file;
 - (b) is suspended or discharged.
- Absence of a Shop Steward, Union Representative and/or another employee shall not invalidate the discipline.
- 2303 An employee who feels that she has been unjustly dismissed from employment shall be entitled to submit a grievance in accordance with Article 10.
- 2304 The Employer agrees that any employee has the right to inspect her personnel file and her payroll file once each calendar year with Management supervision present. Requests shall be made in writing.
- 2305 The Employer agrees that there shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 24 - COMMITTEES

- 2401 The Labour Management Committee shall comprise an equal number of representatives from the Union and the Employer. There shall be no more than four (4) representatives from the Union. In addition, the National Representative of the Union or the Provincial Regional Director may attend, provided each party gives reasonable notice of such attendance to the other. The Labour Management Committee shall meet quarterly unless it is mutually agreed by both parties not to meet.
- 2402 A Safety Committee has been established by the Employer as per the *Workplace Safety and Health Act*. Two (2) members of the bargaining unit shall be on the committee.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 2501 The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.
- 2502 The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Union shall cooperate in this adjustment process including encouraging re-training where necessary.
- 2503 Sections 2501 and 2502 are intended to assist employees affected by any technological change and, accordingly, *The Labour Relations Act* (Technological Change, Sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

ARTICLE 26 - CHANGES IN CLASSIFICATION

- 2601 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 2602 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2603 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

- 2604 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 27 - UNIFORM ALLOWANCE

- 2701 All employees required to wear a uniform shall receive an additional eight (.08) cents per hour to be paid biweekly so long as uniforms are required.

ARTICLE 28 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

- 2801 Income Protection In Case Of Illness

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

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

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

- 2803 Annual Vacations

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

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

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

- 2804 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation pay over a period of time equivalent to the vacation period of a full-time employee.

- 2805 General Holiday

Part-time employees will be paid four **point six two** percent (4.62%) of their basic pay in lieu of time off on a General Holiday. Such holiday pay shall be included with each regular paycheck.

Holiday pay for part-time employees who do not work the General Holiday is calculated based on this formula:

$$\frac{\text{Number of Regularly Scheduled Hours per Week}}{\text{Five (5)}}$$

Part-time employees who work on the General Holiday will receive holiday pay at one and one-half (1.5) times their basic hourly rate plus holiday pay according to the above formula.

2806 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1901.

2807 Increments

Salary increments for part-time employees will be granted after the completion of hours of work as defined in Schedule "A" with the Employer per increment level, until the maximum of the appropriate salary schedule is attained.

ARTICLE 29 - PREMIUM PAYMENTS

- 2901 (a) A shift premium of one dollar **and twenty-five cents (\$1.25)** per hour will apply for evening shift workers, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of 1700 and **0000**, otherwise no shift premium is paid.
- (b) A shift premium of one dollar **and seventy-five cents (\$1.75)** per hour will apply for night shift workers, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of **0000** and 0800, otherwise no shift premium is paid.
- 2902 A shift premium of one dollar **and fifty cents (\$1.50)** per hour will apply for hours worked during the day shift on Saturday and Sunday **excluding** overtime work. No employee shall be entitled to both evening/night and weekend premiums for the same hours worked.

ARTICLE 30 - EMPLOYEE PARKING

- 3001 Employee parking shall have adequate lighting and the Employer will endeavor to ensure that such parking is safe and secure. Payment for parking shall be in accordance with the Employer's policies. Employees currently paying for parking shall have first right to a parking space renewal. The Employer shall

enforce and tow if necessary any violators. Any incidents of vandalism or theft shall be referred to the Labour Management Committee.

Collective Agreement to be signed within thirty (30) days of receipt of signing copy. Retro wages to be paid within forty-five (45) days of signing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

SIGNED this 9th day of January, 2014.

For:
LHC PERSONAL CARE HOME INC.

J. G. Kalupa

For:
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3729**

Tricia Merritt
Daniel Richards
Paula Raposo

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3729
(HEALTH CARE AIDES/REHABILITATION AIDE)
SCHEDULE "A" - WAGES**

	<i>Expired</i>	<i>Oct 1/12 Increase</i>	<i>Oct 1/13 Increase</i>	<i>April 1/14* Increase</i>	<i>Oct 1/14* Increase</i>	<i>April 1/15* Increase</i>
Start	\$ 15.92	\$16.080	\$16.241			
Completion of 2,015 hrs	16.49	16.655	16.822			
Completion of 4,030 hrs	17.07	17.241	17.414			
Completion of 6,045 hrs	17.34	17.514	17.690			
Completion of 8,060 hrs	18.05	18.231	18.414			

	<i>Oct 1/15* Increase</i>	<i>March 31/16* Increase</i>
Start		
Completion of 2,015 hrs		
Completion of 4,030 hrs		
Completion of 6,045 hrs		
Completion of 8,060 hrs		

2012 – 1% across the board increase retroactive to October 1, 2012

2013 – 1% across the board increase retroactive to October 1, 2013

*** 2014, 2015 and 2016 – Five (5) successive increases on each of April 1, 2014, October 1, 2014, April 1, 2015, October 1, 2015 and March 31, 2016 such that at March 31, 2016, the hourly rates paid to Lions Health Care Aides will be equal to those paid pursuant to the CUPE central table agreement.**