

# **COLLECTIVE AGREEMENT**

*between*

**JOCELYN HOUSE, INC.**

*and*

**MANITOBA ASSOCIATION  
OF  
HEALTH CARE PROFESSIONALS**

**For the period: February 1, 2011 to January 31, 2014**

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This Agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2011

- *between* -

**Manitoba Association of Health Care Professionals  
( Herein called the “Association”)**

- *and* -

**Jocelyn House, Inc.,  
(Herein called the “Employer”)**

**PREAMBLE:**

Whereas the Association is the certified bargaining agent of certain specified employees of the Employer and;

Whereas the Association and the Employer have agreed to enter in to a Collective Agreement containing terms or conditions of the said employees of the Employer including provisions with reference to rates of pay and hours of work;

Whereas the Association and the Employer agree that the first consideration is the welfare of the patients;

Whereas the Association and the Employer agree to work within the terms as outlined in the ‘Respectful Workplace Policy’ (the Employer is to provide the Association with a copy and any subsequent amendments as provide a copy to each current and new employee).

Now this Agreement WITNESSETH that the parties hereto, in consideration of the premises and of the mutual covenants hereinafter contained, agree with each other as follows:

**ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT**

**1.01** The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB -- 5214 or subsequent amendments thereto.

**1.02** A copy of this Agreement shall be provided by the Association to each of the present employees and to all future employees bound by this Agreement. The Association and the Employer shall share equally all costs in connection with the printing and distribution of the Collective Agreement.

**1.03** No employee shall enter into any separate agreement inconsistent with the provisions hereof.

**1.04** Persons whose positions are excluded from this Agreement shall be permitted to perform bargaining unit work for reasons of emergencies, experimentation, training or orientation.

## **ARTICLE 2: OCCUPATIONAL CLASSIFICATION**

- 2.01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate wage rate for the new classification without undue delay. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 2.02** Where the parties fail to agree on an appropriate wage rate for the new classification the matter may be referred to Arbitration in accordance with Article 22. The Arbitration Board shall be expressly confined to the sole issue of determining the wage rate for the new classification.
- 2.03** Where a dispute arises whether a new classification should or should not be included within the scope of this Agreement, the dispute may be referred to the Manitoba Labour Board for a ruling.

## **ARTICLE 3: DEFINITIONS**

- 3.01** Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth:
- 3.02** Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable.
- 3.03** Employee - means any person employed by the employer who is recognized as being covered by MLB Certificate - 5214.
- 3.04** Employer means Jocelyn House Inc.
- 3.05** Association means the Manitoba Association of Health Care Professionals.
- 3.06** Basic rate, salary or pay means the amounts indicated in Schedule A hereto.
- 3.07** HOSPICE CARE WORKER:  
An employee who generally performs physical and emotional hospice care duties in addition to household duties at Jocelyn House.
- 3.08** HUMAN RESOURCES/FINANCE ASSISTANT:  
An employee who performs administrative/clerical duties.
- 3.09** For identification purposes, shifts will be named as follows:  
a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.  
b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.

c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.

**310** Harassment – means any written or verbal comment, a physical act or gesture or a display or any combination of them that creates a risk to the physical, emotional, or psychological health of an employee.

#### **ARTICLE 4: EMPLOYMENT STATUS**

**4.01** Employees will be advised of their status at the time of hire and at the time of any subsequent change.

**4.02** Full-time employee is one who is regularly scheduled to work a minimum of 80 hrs per two week period (or pay period).

**4.03** Part-time employee is one who is regularly scheduled to work less than 80 hrs per two week period (or pay period).

**4.04** a) Part-time employees shall be covered by all provisions of this Agreement unless otherwise specified, and will receive a pro-rata share of salary, annual vacation, income protection credits, and general holidays.

**4.05** a) Part-time employees who make it known to the Employer in accordance with Article 4.05 b) that they are willing to work occasional additional shifts in their own classification shall be given preference over casual employees in the assignment of such shifts, providing they are available to work and have the necessary qualifications and ability to perform such work. This provision does not apply if it would result in call back premium situations or in the part-time employee working in excess of the regular hours of work as per Article 7. All additional shifts shall be distributed as equitably as possible.

b) As per article 405 (a), the Employer shall provide a monthly schedule to part-time employees in order of seniority 2 weeks prior to the beginning of the following months schedule. Part-time employees will indicate their request to work additional shifts within 48 hours of receipt of the schedule. The remainder of the shifts will be offered to casual employees. The completed schedule will be posted 1 week prior to the beginning of the new schedule.

**4.06** When part-time employees do work additional shifts that are outside their regular schedule, it shall not be construed as a change of shift or a callback.

**4.07** a) Probationary Employee means a newly hired full-time or part-time employee who has not yet worked ninety (90) days of continuous full-time employment or (120) days continuous part-time employment. Until such time as an employee has completed his/her probationary period as herein above provided he/she shall be subject to discharge and/or lay-off at any time in the sole and exclusive discretion of the employer without recourse to the grievance and/or arbitration procedure and with or without assigned cause.

- b) The probationary period for any given employee may be extended for any period not exceeding four (4) months.
- c) A probationary employee may be terminated from his/her employment or be dismissed from employment without notice and shall have no seniority rights.

**4.08**

a) Term Employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A term employee shall not be engaged for a period greater than 54 weeks unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim. In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

b) For situations related to WCB and/or illness and/or accident and/or Maternity/Parental Leave, Compassionate Care Leave or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to her position, subject to a minimum of forty-eight (48) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

c) A term employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified.

d) A term employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term.

e) A term employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different classification or specialized area of practice.

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

g) A term employee who applies for or is awarded a posted position prior to the end of her period of temporary employment, shall have her service connected for seniority purposes.

h) A term employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a term employee completes her term

of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.

- 4.09** Where a regular employee in a term position has completed his/her term of employment, the employee shall be returned to his/her former position at the rate of pay for his/her original position as he/she would be paid if the employee had never held the term position. In the event that the employee's former position is no longer available, the employee shall have the right to exercise seniority to displace any employee who has less seniority, provided the employee has the qualifications and ability to perform the required duties.
- 4.10** A casual employee is an employee who is called in: a) as necessary by the employer to cover shifts not filled by full time or part time employees or b) to supplement regular staff coverage in situations of unforeseen shortages.
- 4.10.1** The utilization of agency casuals are permitted once the steps in the May 23, 2008 "Jocelyn House Unanticipated Shift Replacement" policy have been followed and no full-time, part-time or casual employee is available to work.
- 4.11** The terms of this Agreement shall not apply to casual employees except as provided below:
- a) Casual employees shall receive vacation pay calculated at the rate of 4% for all hours worked at the end of each pay period so worked;
  - b) Casual employees shall be entitled to compensation for overtime in accordance with Manitoba employment standards legislation;
  - c) Casual employees shall be paid not less than the rate of pay designated in Schedule "A" for the position to which they are assigned;
  - d) Casual employees are not guaranteed any hours of work. In the event no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or remit Association dues for that pay period. The provisions of Hours of Work, Article 7, respecting meal periods and rest periods shall apply to casual employees.
  - e) Casual employees shall have Association dues deducted in accordance with Article 20.
  - f) A casual employee reporting for work as requested by the employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
  - g) Notwithstanding the occasional and specific purpose and use of agency staff as outlined in article 4.10.1, who are not considered employees of Jocelyn House, non-agency casual employees shall be entitled to the grievance procedure as stated in all of article 21 of the collective agreement, save and except that the non-agency casuals shall not be

entitled to grievance matters pertaining to the number of shifts offered or available to them.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01** Except as otherwise provided in this Agreement, the management of the facility and direction of the working force is vested exclusively with the Employer; including the right to plan, direct and control the facility's 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 just cause; to establish and enforce rules and regulations towards governing the conduct of employees and towards maintaining order, discipline and efficiency; to determine the number of employees, quality of work performance, designate a place of work and to subcontract as required in order to fill shifts in accordance with policy and to clean Jocelyn House's interior or exterior as deemed necessary by and at the sole discretion of the employer.
- 5.02**
- a) Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, the following procedure shall apply;
    - i) The Employer will provide the Association with one hundred and twenty (120) days notice;
    - ii) At the request of either party, the matter shall be discussed at a meeting with the Employer.
  - b) It shall not be considered subcontracting should the Employer:
    - i) Merge or amalgamate with another health facility or hospice related facility or,
    - ii) Transfer or combine any operation or function with another health facility or hospice related facility.
- 5.03** The Employer agrees that the foregoing rights will be exercised reasonably, fairly, in good faith and in a manner consistent with this Agreement.

## **ARTICLE 6: WAGES**

- 6.01** Salaries shall be paid to each full-time and part-time, term and casual employee in accordance with Schedule "A" which forms part of this Agreement.
- 6.02** An employee shall be entitled to payment of all wages, vacation pay and other benefits on the first pay following termination.
- 6.03** An employee's anniversary date for incremental purposes shall be the date on which she/he last commenced employment with the Employer.
- 6.04** Salaries shall be quoted in terms of gross hourly rate.
- 6.05** Equivalent gross annual salary shall be quoted as follows:

Equivalent gross annual salary = gross hourly rate x 2080

- 6.06** Responsibility pay - When new staff are hired and there is a requirement for the existing staff to train or orientate the newly hired staff, the staff member doing the orientation or training shall be compensated for this added function on the basis of an allowance in the amount of 5% above the current hourly rate of the staff member designated to train or orientate. Where training or orientation occurs compensation shall be for a minimum of one shift in duration. Orientation will usually be done by RN or LPN.

## **ARTICLE 7: HOURS OF WORK**

- 7.01** It is understood and agreed that the normal work day shall not exceed eight (8) hours or, in the case of four days of ten (10) hour shifts (4 x 10's), 10 hour duration, including meal and rest periods.
- 7.02** It is understood and agreed that except as hereinafter expressly provided, the workweek shall not exceed forty (40) hours.
- 7.03** One meal period of one-half (1/2) hour duration will be scheduled by the Employer during each normal working day, provided the employee works a minimum of five (5) consecutive hours.
- 7.04** A rest period of fifteen (15) minutes shall be scheduled by the Employer for an employee who works a minimum of three (3) consecutive hours for each three (3) consecutive hours worked. Breaks shall be scheduled at times which are not disruptive to operations or resident care.
- 7.05** The employee shall remain on-site and in-house during work hours (including meal and rest periods) unless permission to leave is provided by the Employer.
- 7.06** Shift schedules governing a period of one (1) month or more shall be posted not less than one (1) week before the first day of the schedule.
- 7.07** It is understood and agreed that the Employer will discuss any significant change in the normal work day, normal shift of work or normal work week, with a properly designated representative of the Association who shall have the opportunity to express his/her opinion in regard to any proposals of the Employer and to submit any alternative proposals for consideration. If after meeting, the employer plans to implement a change, the affected employees will be provided with at least thirty (30) days notice.
- 7.08** Where an employee is required to attend a meeting called by the Employer, the employee shall be compensated at his/her basic hourly rate for all hours in meeting attendance. In the case of an employee attending on a scheduled day of rest or in an overtime situation, the employee shall be paid at one an one-half (1 1/2) times his/her basic wage rate for time in attendance.

**7.09**     Jocelyn House Unanticipated Shift Replacement

Process for Unanticipated assignment of shift(s): "Pursuant to the steps indicated below, the **vacant** shift will be given to the first employee who indicates they are available to work.

- a) Call part-time staff with less than 10 shifts per 2 week period in order of seniority.
- b) If no response, call casual staff.
- c) If no response, and overtime is required to fill the shift, call full time staff in order of seniority.
- d) If no response, and overtime is required to fill the shift, call part-time staff in order of seniority.
- e) If no employee accepts the overtime shift, offer 12 hour shifts to the employee, who are working before and after the available shift.
- f) If all steps above are exhausted and yield no Jocelyn House Hospice employees willing to take the shift, call external agency for replacement.
- g) If external agency worker(s) is/are not available, the employee working the previous shift will work a double shift.

**7.10**     Evening Premium – an employee required to work any hours between 1700 hours and the next 2400 hours, shall be paid a shift premium of seventy five cents (\$.75) per hour for the entire shift.

Night Premium – An employee required to work any hours between 2400 hours and the 0700 hours, shall be paid a shift premium of one dollar (\$1.00) per hour for the entire shift.

**Effective February 1, 2006**

Evening Premium – an employee required to work any hours between 1700 hours and the next 2400 hours, shall be paid a shift premium of one dollar (\$1.00) per hour for the entire shift.

**Effective February 1, 2005**

Weekend Premium - A weekend premium of fifty cents (\$.50) per hour shall be paid to an employee for all hours actually 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 February 1, 2006**

Weekend Premium - A weekend premium of seventy five cents (\$.75) per hour shall be paid to an employee for all hours actually 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 February 1, 2007**

Weekend Premium - A weekend premium of one dollar (\$1.00) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

## **ARTICLE 8: OVERTIME**

- 8.01** Overtime shall mean any authorized time worked in excess of regular hours established under Article 7 and shall be compensated at one and one-half (1 ½) times his her basic wage.
- 8.02** All overtime must be authorized in advance by the Administrator or approved designate.
- 8.03** Overtime for time worked on a general holiday shall be paid at one and one-half (1 ½) times the basic rate for all time worked on a general holiday in addition to payment for hours worked at his/her basic hourly rate.
- 8.04** If mutually agreed upon, an employee may be granted compensatory time off equivalent to, and in lieu of the overtime payment to which the employee would otherwise be entitled.
- 8.05** There shall be no pyramiding of overtime or premiums and overtime will not be paid under more than one provision of this Agreement.
- 8.06** It is understood that any change in shifts or days off initiated by the employees themselves (which must be approved in advance by the Employer) shall not result in overtime costs or other supplementary costs to the Employer.
- 8.07** There will be no payment for occasional overtime or deduction for occasional tardiness of less than fifteen (15) minutes in a day.
- 8.08** Employees shall be entitled to bank overtime and/or stats (stats only apply to full time employees) to a maximum of forty (40) hours in any fiscal year. Any amounts not used will be paid out on March 31 of each year.

## **ARTICLE 9: CALL BACK TO DUTY**

- 9.01** An employee designated to be on call or standby shall be paid an allowance of one (1) hours pay for each twenty-four (24) hour period or a pro-rata portion thereof.
- 9.02** An employee who is called back to work after his/her regularly scheduled hours of work and before returning to work for his/her next regularly scheduled shift shall be paid at the rate of time and one-half (1 1/2) his/her basic hourly rate for all hours worked or three (3) hours at his/her straight time wage rate whichever is greater.

## **ARTICLE 10: TRANSPORTATION ALLOWANCE**

**10.01** An employee who is requested to travel on behalf of the Employer shall receive forty (\$0.40) cents per kilometer for use of the employee's vehicle.

## **ARTICLE 11: GENERAL HOLIDAYS**

**11.01** a) A full day's holiday pay for that shift (see article 3.10) [i.e. eight (8) working hours at a basic hourly rate,] shall be granted to regular full-time on each of the following holidays, namely:

New Year's Day  
Easter Monday  
Canada Day  
Labour Day  
Remembrance Day  
Boxing Day

Good Friday  
Victoria Day  
August Civic Holiday  
Thanksgiving Day  
Christmas Day  
Louis Riel Day

plus any other general holiday proclaimed by the federal, provincial or municipal statute from time to time.

b) Part time employees will be paid five (5%) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

**11.02** An employee who is required to work on a paid holiday shall be paid at the rate of one and one half times (1 1/2) his/her basic hourly rate of pay for all hours worked in addition to his/her regular paid holiday, if entitled.

**11.03** Employees shall not be eligible to receive holiday pay for a recognized holiday if:

a) He/she has not worked his/her regular scheduled working day or shift immediately preceding and immediately following the holiday, unless absent on those days on account of bona fide illness or is absent with the Employer's consent.

**11.04** Employees other than full-time/part-time regular employees shall receive statutory holidays as set out in the Employment Standards Act, provided they qualify under the Act.

## **ARTICLE 12: VACATIONS**

**12.01** The vacation year shall be from the 1st day of April in one year to the 31st day of March the next year. A full-time employee who has completed less than one (1) year's continuous employment as of the cut off date will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the

Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.

- 12.02** Annual Vacation (pro-rated for part-time employees) shall be earned at the rate of:
- 15 working days per year commencing in 1st year of employment
  - 20 working days per year commencing in the 4th year of employment
  - 25 working days per year commencing in the 11th year of employment
  - 30 working days per year commencing in the 21st year of employment
- 12.03** If paid holiday falls or is observed during an employee's vacation period, an additional day's paid vacation shall be allowed.
- 12.04** Subject to operational requirements, vacation leave will be taken by mutual agreement between the employee and the Employer. If a dispute occurs between two (2) or more employees in respect to taking the same period of vacation, then seniority shall be the determining factor. Vacation shall not be unreasonably denied. In addition to the above, the employer reserves the right to refuse vacation on the basis that only one (1) employee may take vacation at any given time.
- 12.05** A full-time and part-time employee terminating employment before having taken vacation shall receive vacation payments pro-rated on service since the last vacation cut off date.
- 12.06** Vacation has to be used by March 31 of the vacation year. There is no carry over to the next vacation year.
- 12.07** Employees may choose to take individual vacation days so long as it does not unreasonably disrupt normal operational needs. In addition to the above, the employer reserves the right to refuse any vacation on the basis that only one (1) employee may take vacation at any given time.
- 12.08** In the event that an employee is hospitalized during his/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 in accordance with Article 13.07 to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 12.09** Where an employee is subpoenaed for jury duty during his/her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 12.10** The Employer shall post vacation entitlements not later than March 1<sup>st</sup> of each year, and allow employees to express their preference before April 1<sup>st</sup>. The Employer will post an approved vacation schedule not later than April 30<sup>th</sup>, having considered operational requirements, the seniority, and preferences of each employee.

Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

## **ARTICLE 13: INCOME PROTECTION**

**13.01** A full-time or part-time employee who is absent from scheduled work due to illness or disability quarantine, or medical, dental or chiropractic examination or treatment, or because of an accident or illness for which compensation is not payable under the Workers Compensation Act. Employees who are absent due to illness for more than 3 days shall provide to the employer a medical certificate indicating that they are under a physician's care, or where his/her presence constitutes a health hazard for patients or other employees and he/she was instructed by the employer to leave his/her place or duty, shall be entitled to his/her regular basic pay to the extent that he/she has accumulated income protection credits, subject to the following:

- a) Full-time employees shall accumulate income protection credits at the rate of one day for every complete month worked.
- b) Part-time employees shall accumulate income protection credits on a pro-rated basis of hours worked compared to full time employees.
- c) The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- d) The employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

**13.02** The Employer shall recover sick leave benefits paid to a probationary employee if the employee terminates before completion of such probationary period; however, casual employees are not entitled to income protection credits nor are employees who are on a leave of absence without pay.

**13.03** An employee who is unable to report for work due to illness shall inform the Employer as soon as reasonably possible prior to the commencement of her next scheduled shift. An employee who fails without valid reason to give notice as specified below may not be entitled to receive income protection benefits for the shift in question.

Prior to Day shift	-- at six (6) AM
Prior to Evening shift	-- at eleven (11) AM
Prior to Night shift	-- at three (3) PM

**13.04** An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her employer. 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 (W.C.B.). The W.C.B. payment will be paid directly to the employee by the W.C.B.

- 13.05** During the period the employee is on Workers' Compensation, the Employer will continue to pay the employee's group insurance plan if eligible. Time spent on a Workers' Compensation claim shall be considered time worked.
- 13.06** Income protection credits will be used to offset the elimination period of the Long Term Disability Plan (L.T.D.). Once the elimination period has been exhausted, the employee will commence drawing L.T.D. benefits.
- 13.07** If while on vacation, an employee entitled to income protection, is hospitalized for twenty-four (24) hours or is unable to work for a period of three (3) days or more, sick leave may be substituted for vacation. The Employee must provide a valid medical certificate for all such periods of time. All periods of vacation displaced shall be reinstated for use at a mutually agreed later date.
- 13.08** An employee may utilize accumulated income protection for the purpose of providing care in the event of an illness of spouse, child or parent.
- 13.09** Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a physician, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour. When non local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 13.10** Whenever reasonably possible employees will provide the Employer with seven (7) days notice for elective surgery or prescheduled medical appointments.
- 13.11** An employee returning to work following an absence of seven (7) days or more shall provide no less than twenty-four (24) hours notice prior to returning to work. Absences of greater than one month require eight (8) days notice.
- 13.12** An employee who has no income protection credits will have to use up banked time prior to receiving an unpaid leave of absence.

#### **ARTICLE 14: BEREAVEMENT LEAVE**

- 14.01** In the event of the death of an employee's wife, husband, child, father, mother, such employee shall be granted up to five (5) days' leave of absence without loss of pay, in the event of the death of an employee's brother, sister, mother-in-law and father-in-law, such employee shall be granted up to three (3) days' leave of absence without loss of pay and in the event of the death of an employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law and son-in-law, such employee shall be granted up to one (1) day's leave

of absence without loss of pay to make arrangements for and to attend the funeral. Where it is not possible for an employee to attend the funeral, the appropriate time off will be granted. It is understood that an employee shall not receive payment for absence on a day or days on which he/she would not otherwise have worked. A common-law spouse, if previously declared in writing to the Employer, shall qualify as a wife or husband. Additional time off, if required, may be provided by the Employer.

- 14.02** Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a pallbearer or mourner.

## **ARTICLE 15: LEAVE OF ABSENCE**

- 15.01** An employee will be required to submit a written request to the Employer for any leave of absence referred to in this Collective Agreement, unless otherwise herein stipulated. Requests shall indicate the reason for the leave and the duration and will be considered on an individual basis and may be allowed at the discretion of the Employer, but such consent shall not be unreasonably withheld and the privacy of the employee will be respected as much as reasonably possible by the employer when considering the reason for the requested leave. Unless otherwise indicated in the Collective Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.
- 15.02** Overstaying of a leave of absence shall be deemed to constitute a resignation, except where an employee communicates with the employer for purposes of requesting an extension of said leave and for extenuating circumstances.
- 15.03** Adoption Leave - an employee shall receive Adoption Leave without pay of up to thirty five (35) weeks subject to the following conditions:
- a) An employee must adopt a child under the laws of the Province of Manitoba
  - b) 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.
  - c) An employee has completed seven (7) months employment as of the date of the intended leave.
  - d) 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.
- 15.04** Maternity Leave - an employee shall receive maternity leave of seventeen (17) weeks without pay, subject to the following conditions:

- a) An employee must have completed seven (7) 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 thirty second (32nd) week of pregnancy, indicating length of leave 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) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.
- d) 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.
- e) Subject to the provisions of Article 13, employees may choose to receive up to a maximum of five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. These five (5) days shall be pro-rated for part-time employees based on their regular paid hours of work within the previous fifty-two (52) weeks.

**15.05** Parental Leave - an employee shall receive parental leave of thirty seven (37) weeks without pay, subject to the following conditions:

- a) The employee becomes the legal parent of a child and assumes actual care and custody of his/her child.
- b) He/she has completed seven (7) months employment as of the date of the intended leave.
- c) He/she 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.

**15.06** Court Duty - an employee subpoenaed for jury duty or as a witness other than a court proceeding occasioned by the employee's private affairs shall be placed on leave of absence with pay for the total period of court duty. All benefits of this Agreement continue to accrue during this period of leave of absence. The employee shall remit to the Employer any witness or jury fees received as a result of being subpoenaed, provided these do not exceed the employee's regular pay for the period of the leave. An employee shall not receive payment for absence on a day or days on which he/she would otherwise not have worked.

- 15.07** Education leave of absence with pay and reasonable expenses may be granted for continuing educational programs, subject to the approval of the Employer.
- 15.08** Subject to the prior approval of the Employer, where an employee takes an educational course outside of working hours that is relevant to his/her employment, the Employer will reimburse the employee for the tuition fee to a maximum of \$100.00 upon successful completion of the course. Proof of successful completion will be required and the employee will have a duty to report back to the staff and/or Employer on the course content and learning.
- 15.09** Compassionate Leave - Subject to approval of the Employer, compassionate leave without pay for reasons of serious illness or injury to a family member, or serious personal loss due to fire, flood or theft may be granted for not more than five (5) days in a year. Approval shall not be unreasonably withheld.
- 15.10** Every effort will be made to accommodate reasonable requests for unpaid part-time leaves of absence providing reasonable notice is given, and where requirements permit.
- 15.11** Seniority and benefits shall continue to accrue during a paid leave of absence, or and unpaid leave of absence of four (4) weeks duration or less. Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

## **ARTICLE 16: HEALTH AND WELFARE**

- 16.01** The Employer shall continue to pay and provide a Group Insurance Plan. The Plan shall provide coverage for dental care, drugs, accidental death and dismemberment, life insurance and a long term disability plan. The Employer will notify and discuss any planned changes to these plans with the Association.
- 16.02** The Employer will make reasonable provision for the occupational safety and health of its employees and employees shall use care in the performance of their duties and act in a manner that shall assure their safety and the safety of others.
- 16.03** Pandemic shall be defined as per the World Health Organization (WHO) three conditions:
- \* The emergence of a disease new to the population
  - \* The agent infects humans, causing serious illness
  - \* The agent spreads easily and sustainably among humans
- a) In making decisions which affect occupational health and safety, the employer will use, as its guiding principle, the precautionary principle that reasonable efforts to reduce risk need not await scientific certainty.

- b) The Employer will use the Precautionary Principle in all relevant health and safety related operational policies, measures, procedures, plans programs, standards, directions and training.

Recognizing that a Pandemic will affect all workplaces, the Employer agrees to prepare a Pandemic Plan in consultation with the Workplace Safety and Health employee representative and the Association. The Precautionary Principle will be the guiding principle of the plan.

- 16.04 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the employer or any employee by reason of age, religion, race, color, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the Association.
- 16.05 No form of abuse including physical, verbal, mental or sexual, will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor.
- 16.06 The employer shall notify the Association as soon as possible after receiving the complaint.
- 16.07 Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the employer, the Association and the employee(s).

## **ARTICLE 17: JOB SECURITY, LAY-OFF AND RECALL**

- 17.01 In the event of a layoff, employees other than probationary and casual employees shall receive notice or pay in lieu of notice as follows:
  - a) Two (2) weeks notice for lay-off of up to eight (8) weeks
  - b) Four (4) weeks notice for lay-off of more than eight (8) weeks
- 17.02 If a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification subject only to the more senior employees being qualified competent and willing to perform the required work.
- 17.03 The employees laid off shall be recalled in order of seniority to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 17.04 To be eligible for recall, employees must file their name and current address with the Employer at the time of lay-off and file any changes with the Employer during the recall period.

- 17.05** a) Recall shall be made by registered mail.  
b) Recalled employees must communicate with the Employer within seven (7) days notice of recall and must be prepared to work as instructed by the Employer.  
c) Failure to communicate as specified in 17.05(b) and/or failure to return to work when instructed to do so or without reasonable cause.
- 17.06** No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.
- 17.07** In the event that an employee's hours of work are permanently reduced, the employee shall be given two (2) weeks notice or will be paid for those hours by which the regular schedule was reduced for a period of two (2) weeks. A copy of such notice shall be forwarded to the Association.
- 17.08** No new employees shall be hired to replace those employees who have had their hours reduced until those employees have been given the opportunity to regain the hours lost in order of their seniority.
- 17.09** in the event of a deletion of an occupied position, as much notice as possible will be given to the incumbent, who will be entitled to exercise his/her seniority rights to displace an employee in a position of equal or lower classification. Any employee thus displaced shall be entitled to a like exercise of seniority.

## **ARTICLE 18: SENIORITY**

- 18.01** Subject to the provisions of clauses 17.02, 17.03, and 17.04, seniority shall be defined as the total accumulated regular hours paid from the last date that the full-time or part-time employee was hired by the Employer. Seniority accumulated prior to February 5, 1996 shall be retained.
- 18.02** An employee shall lose all seniority and shall be deemed to have terminated employment if he/she:
- a) Resigns; retires or goes on permanent disability;
  - b) Is discharged for just cause and not reinstated;
  - c) Is laid off and fails to report for duty as instructed;
  - d) Is laid off for more than twenty four (24) months;
  - e) fails to report to work as scheduled at the end of an authorized leave of absence, or suspension without an explanation satisfactory to the Employer;
  - f) is promoted or transferred out of the bargaining unit and has completed the trial period;

- g) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

**18.03** Seniority will continue to accrue if an employee:

- a) Is on any period of paid leave of absence;
- b) Is on any period of paid income protection;
- c) Is on any period of paid vacation;
- d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- e) Is on any period of full Workers' Compensation benefits;
- f) Is on any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
- g) Is on any approved maternity, parental or adoption leave.
- h) Is absent on LTD for up to one (1) year.

**18.04** Seniority will be retained but will not accrue if an employee:

- a) Is on an unpaid leave of absence in excess of four (4) consecutive weeks;
- b) Is absent on Worker's Compensation and is in receipt of a total and permanent disability benefit established by Workers' Compensation;
- c) Is laid off for less than twenty four (24) months;
- d) Is on the trial period of an out-of-scope position.

**18.05** Upon request, the Employer shall provide the Association with a list of employees within the bargaining unit, showing their names, classification, date employment commenced, seniority, income protection accumulation, vacation entitlement, rates of pay and anniversary date once annually.

**ARTICLE 19: NEGOTIATING COMMITTEE**

**19.01** a) One (1) representative of the Association who is in the employ of the Employer shall receive a paid leave (at straight time) of absence during such time that such representative is involved in negotiating a new collective agreement or in negotiating the revision of an existing collective agreement with the Employer.

- b) One (1) representative of the Association who is in the employ of the Employer shall receive a paid leave of absence (at straight time) during such time that such representative is involved with grievance or arbitration proceedings and/or labour board hearings involving the Employer provided always that such time is of reasonable notice.

**ARTICLE 20: ASSOCIATION SECURITY**

**20.01** The Association agrees to provide the Employer with a current list of officers and authorized representatives and shall provide the Employer with a revised list from time to time as the occasion may require.

**20.02** An employee who is elected as an officer of the Association may be granted necessary leave of absence with pay to conduct Association business away

from the Employer, provided such absence does not unreasonably disrupt operational requirements. The Association will reimburse the Employer for wage and benefit costs incurred during such absence.

- 20.03** The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit. The Association shall indemnify and save the Employer harmless from any and all claims, demands and proceedings that may arise from any deductions or any related claims, demands and proceedings.
- 20.04** The Employer will remit dues deducted to the Association on a monthly basis, along with a list of employees from whom deductions have been made, including details of all changes from the preceding monthly deduction listing.
- 20.05** The Association shall notify the Employer in writing of any change in the amount of dues to be deducted at least one (1) month prior to the effective date of change and dues shall not be adjusted more frequently than twice in each calendar year.
- 20.06** The Employer agrees to provide space on a bulletin board for the posting of notices by the Association, provided however, that no notice will be posted without the prior consent of the Employer.
- 20.07** The Association representative shall have access to the Employer premises for the purposes of consulting with the Employer or with an authorized employee representative with regard to Association matters or to interview an employee, providing, the Association representative has first obtained permission of the Employer.
- 20.08** Consultations with an employee Association representative or interviews with an employee shall be held in place at the Facility designated by the Employer, and time taken shall be reasonable and by mutual agreement. The interviews or consultations will be scheduled during the meal period or rest period, or immediately prior to, or immediately following the employee's scheduled shift. In no case will interviews or consultations be permitted to unduly interfere with or disrupt operations.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

- 21.01** A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance procedure shall be as follows:

**STEP 1:** An employee or the Association shall file a grievance within fifteen (15) working days from the date upon which the employee first became aware or ought to have become aware of the action giving rise to the grievance.

**STEP 2:** The Administrator shall reply in writing to the grievance within fifteen (15) working days after receipt thereof.

**STEP 3:** Failing a settlement, the employee or the Association, may within fifteen(15) working days from the date of receipt of the decision at Step 2, submit the grievance in writing to the Employer Board of Directors.

**STEP 4:** The Board of Directors or alternately a Committee of the Board of Directors shall render a decision in writing within twenty-five (25) working days after receipt of the grievance.

- 21.02** An effort shall be made by the employee or Association to resolve complaints through discussion with the Administrator before a written grievance is filed as set out in Step 1 but said discussion shall not have the effect of extending the time period for filing a grievance.
- 21.03** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 21.04** If an employee or the Association fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed limits, the employee or the Association may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

## **ARTICLE 22: ARBITRATION PROCEDURE**

- 22.01** Within twenty (20) working days from the receipt of the decision at Step 4 of the Grievance Procedure, the Association shall notify the Employer in writing of its desire to submit the grievance to arbitration, and said notice shall contain the Association's nominee to the Arbitration Board.
- 22.02** Within twenty (20) working days from the receipt of the notice as provided in 22.01 above, the Employer shall notify the Association in writing of the Employer's nominee to the Arbitration Board.
- 22.03** Within ten (10) working days from the receipt of the notice as provided in 22.02 above, the two (2) nominees shall select a third member who shall be the Chairperson of the Arbitration Board.
- 22.04** If, in the event the two (2) nominees fail to agree upon a third member within the applicable time limits specified, the selection of a Chairperson may be referred to the Minister of Labour.
- 22.05** Within ten (10) working days following the selection of the Chairperson, the Board shall commence hearings and shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted.

- 22.06** Within thirty (30) working days the Arbitration Board shall render its decision in writing to the Association and the Employer.
- 22.07** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 22.08** The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 22.09** The Board shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement between the parties.
- 22.10** Each party shall bear the expenses of their nominee to the Board and shall bear equally the expenses of the Chairperson of the Board.
- 22.11** Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutates mutandis, to the single arbitrator.

#### **ARTICLE 23: DISCIPLINE SUSPENSION AND DISCHARGE**

- 23.01** The Employer shall not discipline or dismiss any employee bound by this agreement except for just cause.
- 23.02** An employee shall be advised promptly in writing of the reason for the discipline or suspension with a copy being sent to the Association. The record of any adverse report or disciplinary action shall be removed from her file after two (2) years, if there are no further incidences.
- 23.03** An employee is entitled to be accompanied or represented by the Association representative at any stage of the Grievance/Arbitration procedure.
- 23.04** Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Association and the Employer.

#### **ARTICLE 24: TERM OF AGREEMENT**

- 24.01** This Agreement and all its provisions shall be effective from February 1, 2011.
- 24.02** This Agreement shall continue in full force and effect up to and including January 31, 2014 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated.
- 24.03** This Agreement may be amended during its term by mutual written agreement.

- 24.04** Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.
- 24.05** If notice is not given under Article 24.04, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.
- 24.06** It is agreed that the Association shall not sanction or consent to any strike or slowdown during the term of this Agreement and that the Employer shall not lockout during the term of this Agreement. It is also agreed that no employee in the unit shall strike or engage in any other work stoppage during the term of this Agreement.

## **ARTICLE 25: JOB POSTINGS**

- 25.01** The Employer agrees to post all vacancies except vacation in new or existing classifications within the scope of this Agreement on the bulletin board for not less than seven (7) days. The notice shall set out the classification, title (if applicable), rates of pay, current and/or anticipated starting and quitting times. During this posting period employees must submit their application for the position
- 25.02** Where in the judgment of the Employer, the qualifications and ability of any of the competing applicants are equal, the applicant with the greatest seniority with the Employer shall be entitled to preference.
- 25.03** All promotions and transfer shall be subject to a ninety (90) day calendar trial period during which the employee shall have the right to return to his/her former position and rate of pay if the promotion or transfer proves unsuccessful.
- 25.04** If during the ninety (90) day trial period the employee proves unsatisfactory in the new position the employee will be returned to his/her former position and rate of pay.

## **ARTICLE 26: PERSONNEL FILE**

- 26.01** Employees shall have the opportunity upon request to examine their file in the presence of the Employer. Except in extenuating circumstances, such request shall be made to the Employer in writing one day in advance, and limited to one request every six months. The Employer will arrange with the employee the time and place that the file will be made available. Only one (1) such file shall be kept. The employee shall be entitled to comment or respond in writing to any documents contained therein and such response shall become part of the personnel file.

## **ARTICLE 27: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE**

- 27.01** The Employer and the Association agree to cooperate in the formation and operation of a joint Labour Management Committee. The Committee shall consist of one (1) employee and one (1) Association representatives and up to two (2) representatives of the Employer. The Chair will alternate between the Employer and employee representative for each meeting.
- 27.02** The Committee shall meet at the written request of either party no more than one (1) time per months with five (5) days advance notice being given or shall meet at least once every six (6) months. A meeting agenda and minutes will be prepared and circulated by the presiding Chair. The employee shall suffer no loss of basic pay for time spent in such meetings.
- 27.03** The purpose of the Committee shall be:
- a) To provide fuller understanding and confidence between employees and the Employer;
  - b) To discuss workplace issues affecting employees and the Employer;
  - c) To make Association Staff Representation aware of the benefit programs and to discuss such program.

The Committee shall not have jurisdiction over wages or any matter of collective bargaining including Administration of the Collective Agreement.

- 27.04** The Employer agrees to implement a Workplace Safety and Health Committee in accordance with provisions of the Health & Safety Act in order to maintain a safe working environment.

## **ARTICLE 28: NOTICE OF TERMINATION OF EMPLOYMENT**

- 28.01** Employment may be terminated voluntarily by an employee by giving two (2) weeks notice in writing exclusive of any vacation due.
- 28.02** Employment may be terminated with less notice or without notice:
- a) by mutual agreement between the Employer and the employee or;
  - b) during the employee's probationary period or;
  - c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice or;
  - d) Where the Employer issues a pay in lieu of notice payment of basic salary equivalent to the period of notice not given.

## **ARTICLE 29: JOB SHARING**

- 29.01** Job sharing arrangements are subject to the approval of the Employer and the Association and shall be documented and signed by the job sharing employees, the Employer and the Association.

**ARTICLE 30: PERFORMANCE APPRAISALS**

**30.01** When performance appraisals are conducted, the following guidelines shall apply.

- a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- b) the employee shall sign the performance appraisals for the sole purpose of indicating that she is aware of its contents;
- c) the employee shall have the right to add comments to be attached thereto;
- d) the employee shall be given a copy of the performance appraisal.
- e) If the employee believes the report or evaluation is inaccurate, unfair or unreasonable, he/she may also raise his/her concern with the employer and union, and if not resolution may initiate a grievance requesting its correction or removal from his/her file.

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement the day below written.

SIGNED THIS 21<sup>st</sup> DAY OF December, 2011.

m. Hauge

[Signature]

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***For Jocelyn House Inc.***

***For the Association***

## SCHEDULE "A"

<b>Hourly Rates Effective Date</b>	<b>Feb 1/11</b>	<b>Feb1/12</b>	<b>Feb1/13</b>
	<i>2%</i>	<i>2 % INCREASE</i>	<i>2 % INCREASE</i>
<b>Hospice Care Worker Level I</b>	14.55	14.84	15.13
<b>Hospice Care Worker Level II</b>			
Start	14.24	14.52	14.81
1040 hrs or 1yr*	15.70	16.01	16.33
<b>Licensed Practical Nurse (LPN)</b>			
Start	20.23	20.63	21.04
1040 hrs or 1yr*	21.20	21.62	22.05
<b>HR/Finance Assistant</b> Start	19.11	19.49	19.88
1040 hrs or 1yr*	20.07	20.47	20.88
<b>Registered nurse</b> Start	26.44	26.97	27.51
1040 hrs or 1yr*	27.73	28.29	28.85
<b>Counselor</b> Start	23.09	23.55	24.02
1040 hrs or 1yr*	24.39	24.88	25.38
<b>Housekeeper</b> Start	10.59	10.80	11.02
1040 hrs or 1yr*	11.24	11.47	11.70

**\*1040 hrs or 1 yr, whichever comes first**

### **Classification Definitions:**

**Hospice Care Worker Level I** – Requires previous hospice care or health related experience and must be working toward attainment of qualifications for Hospice Care Worker Level II within 6 months of start of employment.

**Hospice Care Worker Level II** – Requires Health Care Aide Certificate from a recognized Community College or comparable theory and clinical practice content as recognized by the Department of Health or its equivalent agency.

**Licensed Practical Nurse** – Requires current LPN Registration or equivalent as determined by MALPN.

**Registered Nurse** – Requires current RN Registration or equivalent as determined by MARN.

- NOTE: 1. Casual Workers and Part-time Workers will not be paid less than permanent workers – if they are capable of performing the job and meet the requirements of the job, they should be paid at the full rate.
2. Workers will not be paid additional wages solely on the basis of the attainment of certifications or other educational qualifications – the qualification must be a bona fide requirement of the job as outlined above... in other words, if a Housekeeper were to acquire a Health Care Aide Certificate, that person would continue to be paid as a Housekeeper, not as Hospice Care Worker, as long as the person continued to do Housekeeper work, or if an LPN acquired an RN, that person would continue to be paid as a LPN, as long as the person continued to do the LPN job.