

January 25, 2012

This is a draft document which does not include the salary scales as we are waiting to get the scales from the Labour Relations Secretariat at this time.

Once we receive the wage scales we will review them, arrange to have the Collective Agreement signed, and copies will be distributed.

# **Collective Agreement**

*between*

**Diagnostic Services of Manitoba, Inc. ( DSM )**

*and*

**Manitoba Government and General Employees' Union**

**DRAFT**

**April 1, 2010 – March 31, 2014**

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All changes are in **bold**.

DRAFT

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

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

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

### **Article 1     Scope and Application of Agreement**

- 1:01**     The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6726 or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
- 1:02**     If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for ruling.
- 1:03**     If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary schedule, either party may refer the matter to arbitration in accordance with Article 21.
- 1:04**     No employee shall enter into any separate agreement which conflicts with the provisions hereof.

- 1:05** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency or as required to maintain competency. Where past practice, as identified by the Employer to the Union as at date of ratification (May 6, 2004), does not conform with this Article, it is agreed that past practice will continue to apply.

## **Article 2     Definitions**

Where ever used in this Agreement, the following words shall have the meaning hereinafter set forth. Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

- 2:01**     *Approved training* means training as approved by the Employer for the respective professional association and/or the applicable classification.
- 2:02**     *Basic Pay, Rate or Salary* means the amount indicated in Schedule “A” plus applicable shift premiums.
- 2:03**     *Employee* means a person employed by the Employer in a position, which is included in the bargaining unit.
- 2:04**     *Full-time employee* means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 8. A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 2:05**     *Part-time employee* means an employee who regularly works less than the regular hours of work ongoing as set out in Article 8 on a scheduled and recurring basis.
- 2:06**     *Dismissal* means the removal for disciplinary reasons from a position of employment for just cause.
- 2:07**     ***Length of employment* shall mean the period of time since an employee last became a full-time, part-time or temporary employee for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service”, “Continuous**

**Service”, “Continuous Employment” shall have a similar meaning. Conversion from full-time, part-time or temporary status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or temporary employment shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time, part-time or temporary employee.**

- 2:08** *Authorized overtime* shall mean overtime authorized by the Employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.
- 2:09** *Transfer* means the voluntary movement of an employee from a position in one classification to a position in the same or other classification with the same or lower pay rate.
- 2:10** *Position* means a position of employment with the Employer, the person employed is a member of the bargaining unit.
- 2:11** *Agreement* means this Agreement which shall be referred to as the Manitoba Government and General Employees’ Union Technical/Professional Agreement.
- 2:12**
- (a) *Temporary employee* means a new employee hired into a term position. Unless otherwise specified in this Agreement, such employee is covered by the terms of this Agreement.
  - (b) A temporary 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 position. A temporary employee may be required to complete the term position for which she was engaged.
  - (c) A temporary employee who is awarded a posted position prior to the end of her term position, shall have her service connected for seniority purposes.
  - (d) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
  - (e) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of employment in the same term

position without prior approval of the Union. Where a temporary employee completes her term position 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.

- (f) A temporary employee may be required to complete a further probationary period to a maximum of three (3) months upon being awarded another position within the bargaining unit.
- 2:13**
- (a) (i) “Term Position” shall be for a specific time period or until completion of a particular project, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees. Any term positions resulting directly from the above will be posted in the same manner.
    - (ii) For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where there is a temporary vacancy due to leave for a public office, or 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. The employee occupying the said term position shall receive as much notice as reasonably possible but in no case less than **forty-eight (48)** hours. Any term position(s) resulting directly from the above will be posted in the same manner.
  - (b) (i) When the Employer determines that a term position as described above exists, the position shall be posted and filled in accordance with Article 7 - Vacancies, Promotions and Transfers. All employees may apply for the term position.
    - (ii) Upon completion of the term position, the employee shall be returned to her former position. In the event that the employee’s former position no longer exists, the employee shall be entitled to exercise her seniority as stated in Article 26 - Layoff and Recall.
  - (c) Where the Employer determines that staff are to be replaced during periods of less than three months, Article 22 - Part-time Employees

or Article 12:04 - Temporary Assignment shall apply, wherever possible.

- (d) All Maternity or Parental Leave term postings shall indicate that the term position is a “Maternity or Parental Leave of Absence term” which may expire sooner than indicated, subject to a minimum written notice of two (2) weeks or one (1) pay period, whichever is longer.
- (e) All term positions created as a result of an Approved Educational Leave shall indicate that the term position is an “Educational Leave of Absence Term” which may expire sooner than indicated, upon return of the incumbent, subject to a minimum notice of two (2) weeks.

**2:14** *Probationary employee* means an employee who has not completed three (3) months continuous full-time employment or six (6) months continuous part-time employment or whose probation has been extended at the discretion of the Employer by not more than three (3) additional months, and who may be dismissed without recourse by the grievance procedure. If the probation period is extended, the Employer will notify the employee in writing of the reason(s) for the extension with a copy to the Union.

**2:15** *Casual employee* means an employee who is called in occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of staff shortages. The terms of the collective agreement shall not apply to casual employees except as provided below and in Article 23:01; and Memorandum #2 - Pension Contributions for Casual Callback Hours.

- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of callback hours paid at straight time rates in any given bi-weekly period;
- (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned;
- (c) Casual employees shall be entitled to all premiums as outlined in Article 12;

- (d) Casual employees required to work on a recognized holiday, shall be paid at the rate of time and one half (1.5x) their basic rate of pay;
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10;
- (f) The Employer agrees to deduct Union dues from casual employees in accordance with Article 17;
- (g) Casual employees are not guaranteed any specific number of hours. Should a casual employee work regular hours of work in accordance with Article 8 - Hours of Work, provisions for meal periods and rest periods shall apply. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that period.
- (h) Casual employees who are placed on Standby shall be entitled to the following:
  - (i) Standby payment in accordance with Article 11:06;
  - (ii) When required to report for duty while on assigned standby, shall be paid straight time for not less than three (3) hours for each such callback. Should a casual employee work in excess of the daily or bi-weekly hours of work, overtime rates will apply in accordance with Article 10 - Overtime, and Memorandum of Agreement #1 regarding the Application of Overtime Rates for Callback;
  - (iii) When required to report for duty while on assigned standby shall be reimbursed for transportation costs at the applicable rate in accordance with Article 11 - Standby and Callback;
  - (iv) Meal allowance in accordance with Article 11 - Standby and Callback;
  - (v) When required to report for duty while on assigned standby shall not be required to perform non-emergent duties in accordance with Article 11 - Standby and Callback.
- (i) Articles 20 and 21 Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article;

- (j) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees;
- (k) A casual employee required by the Employer to report to work shall receive compensation for a minimum of three (3) hours at the applicable rate. 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.
- (l) Retroactive to April 1, 2003 casual employees shall accumulate seniority on the basis of all regular hours worked. In addition, effective April 1, 2003, casual employees placed on standby shall accrue seniority for all hours actually worked while on a callback. Calculations of such seniority shall be completed by the Employer within one hundred and twenty (120) days of the date of ratification (May 6, 2004) of this Agreement.

Such seniority accrual shall not exceed daily full-time hours in accordance with Article 8 - Hours of Work.

Casual employees shall be entitled to utilize seniority earned for the purpose of attaining a permanent or term position, subject to Article 7 - Vacancies, Promotions and Transfers. Such seniority will be for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. Seniority hours accrued during the period of casual employment shall not be carried over to permanent or term employment. Seniority hours accrued during a term position shall be retained by that employee upon return to casual status **and added to the previously accrued casual seniority hours.**

- (m) Effective April 1, 2003, increments for casual employees will be earned based on seniority hours accrued, and on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 8 - Hours of Work. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- (n) Casual employees who are required to travel on behalf of the Employer shall be reimbursed for transportation costs at the

applicable rate in accordance with Article 37 - Transportation and Vehicle Allowance.

- (o) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training (including transfer of function training), and staff meetings.
- (p) Casual employees shall be entitled to meal allowances in accordance with Article 10 - Overtime and Article 38 - Meal Expenses/Travel Allowances.
- (q) Shall be entitled to provisions in accordance with Article 23 – Uniforms and Personal Property.
- (r) Shall be allocated standby and additional hours when available providing they are able to perform the required duties. Such additional hours and standby shall be divided as equitably as possible amongst those employees based on their availability. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (s) Article 31 – Health and Safety shall apply to casual employees.
- (t) Casual employees shall be entitled to continuing education provisions in accordance with Article 18:14.
- (u) Except as provided for in Article 21, where a casual employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of her base location the employee shall be paid for travel time at her regular basic rate of pay. Where the employee is required to attend court in a community outside of her base location the employee shall also be eligible for expenses in accordance with Article 38. The employee will remit to the Employer any witness fees or expenses received. The employee may be required to provide documentation of the time the employee was required to be in attendance at court.

**2:16** 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.

**2:17** *Weekend* means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

**2:18** The term *Employer* shall mean Diagnostic Services of Manitoba Inc. (DSM).

**2:19** *Union* shall mean the Manitoba Government and General Employees' Union, Technical/Professional Local.

**2:20** *Base Location* shall mean the location/**site** as determined by the Employer, to be the home base for the purpose of service delivery as listed in Appendix D.

**2:21** *Promotion* means a change of employment to a higher classification and salary within the scope of this Agreement.

#### MEDICAL TECHNOLOGIST DEFINITIONS

**2:22** *Medical Technologist* – An employee who is a graduate of an approved training program who has attained certification and is currently registered with CSMLS and/or CAMRT, as applicable. Certification requirements and maintenance of certification for Medical Laboratory Technologist shall be as determined by CMLTM.

*General Duty Medical Technologist* - A Technologist who performs assigned duties in accordance with his/her scope of training and who may be required to carry out peer/trainee functional instruction.

*Senior Medical Technologist* - A Technologist who in addition to the duties of a General Duty Medical Technologist has been delegated the ongoing primary responsibility of maintaining Employer designated diagnostic services in a single technologist unit, or a technical specialty.

Charge Medical Technologist - A Technologist who in addition to the duties of

General Duty or Senior Medical Technologist is delegated the overall operational and administrative responsibility for a diagnostic unit employing multiple technologists.

For the purpose of this Agreement, the following abbreviations shall apply:

C.M.L.T.M. College of Medical Laboratory Technologists of Manitoba

C.S.M.L.S. - Canadian Society of Medical Laboratory Science

C.A.M.R.T. - Canadian Association of Medical Radiation Technologists

F.C.A.M.R.T. - Fellow Canadian Association of Medical Radiation Technologists

L.C.S.M.L.S. - Licentiate Canadian Society of Medical Laboratory Science

**M.L.T. – Medical Laboratory Technologist**

**M.R.T. – Medical Radiological Technologist**

**C.L.X.T. – Combined Laboratory X-Ray Technician**

**AC(R) - Advanced Certification, Radiography (certified by and currently registered with CAMRT)**

**R.C.T. – Registered Cardiology Technologist (certified with CSCT)**

**R.T.R. – Registered Technologist (certified by and currently registered with CAMRT)**

**A.R.D.M.S. – American Registry for Diagnostic Medical Sonography**

**C.A.R.D.U.P. – Canadian Association of Registered Diagnostic Ultrasound Professionals**

**C.S.D.M.S. – Canadian Society of Diagnostic Medical Sonographers**

**C.S.C.T. – Canadian Society of Cardiology Technologist**

### **Article 3 Occupational Classifications**

The classifications covered by this Collective Agreement are those set out by the Manitoba Labour Board and as listed in Schedule A.

- 3:01** 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.
- 3:02** 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.
- 3:03** If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to arbitration in accordance with Article 21 - Arbitration.
- 3:04** If the salary range of a revised classification is adjusted by means of negotiation or otherwise, retroactivity for such adjustment shall be no later than the date the re-classification request was submitted. Such request shall be submitted in writing.
- 3:05** An employee shall have the right to request a review of her classification if she feels she has been improperly classified, or if she feels that the duties of the job have changed substantially.
- 3:06** The Employer will examine the duties of the employee and give a decision as to the validity of the request.
- 3:07** If the decision given is not satisfactory to the employee, she may then treat the request for change in classification as a grievance as laid out in Article 20.
- 3:08** The Employer reserves the right to assign duties and responsibilities, and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.
- 3:09** The Employer agrees to provide the Union with a current copy of job descriptions for all classifications for which the Union is the certified bargaining agent within sixty (60) days of the signing of the Collective Agreement.

- 3:10** The Employer further agrees to provide the Union and the affected employee(s) with copies of any subsequent amendments to these job descriptions within thirty (30) days following their revision.

#### **Article 4 Management Rights**

- 4:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate, and generally regulate its sites, affairs and functions.
- 4:02** **In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.**

#### **Article 5 Salaries**

- 5:01** Salaries shall be paid to each employee in accordance with “Schedule A” which is attached to and forms part of this Agreement.
- 5:02** In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification she enjoyed under the previous Agreement.
- 5:03** Increments as specified in salary “Schedule A” shall be granted annually on the anniversary date of the employee’s employment with the Employer, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment, subject to review not later than three (3) months from the date such increment was withheld.
- 5:04** Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less.
- 5:05** The minimum salary of a newly hired employee will be determined by experience:
- (a) on an equivalent full-time basis, and
  - (b) related to the position applied for and held, and

(c) in accordance with the following table:

	Step 1	Step 2	Step 3	Step 4	Step 5
1 Year in Previous ....3 Years	X				
2 Years in Previous ....4 years		X			
3 Years in Previous ....5 years			X		
4 Years in Previous ....6 years				X	

- 5:06** Salaries shall be quoted in terms of gross hourly rates, equivalent bi-weekly rates and equivalent gross annual rates.
- 5:07** An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days after termination.
- 5:08** (a) A graduate of an approved school of the relevant classification and who has not attained her professional designation may, at the discretion of the Employer, be paid eight percent (8%) less per month than the approved classification rate as set out in Schedule “A” attached hereto. However, for a new graduate upon attaining her professional designation will be entitled to the classification rate upon providing proof of certification/licensure. Such rate will be effective the date proof of certification is provided.
- (b) Failure of a graduate to obtain certification/licensure within twelve (12) months of commencing employment or denial of certification/licensure by the appropriate certification/licensing body shall constitute just cause for termination.
- 5:09** During the term of this Agreement amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Schedule A of the Agreement shall be determined through negotiations between the Employer and the Union.
- 5:10** Employees shall be paid bi-weekly.

**5:11** An employee's anniversary date which is used for incremental purposes, shall be their current anniversary date as of the date of signing of this Agreement.

For incremental purposes, the Employer agrees to grandfather anniversary dates of employees subsequently entering the bargaining unit.

**5:12** Effective October 1, 2012, a Long Service Step equivalent to two percent (2%) shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of the salary scale for a minimum of 12 consecutive months.

**5:13** Employees who do not meet the above criteria on October 1, 2012 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in Article 5:12 above.

Note:

For the purpose of Article 5:12 and 5:13, continuous service shall be calculated based on calendar years of service.

**5:14** Should an employee believe that an error has been made in her bi-weekly pay, the employee shall have the right to request a detailed summary of the pay statement.

**5:15** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

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

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

#### Article 6 Seniority

Please also refer to Memorandum of Agreement No. 19 - Application of Seniority One Collective Agreement.

- 6:01** (a) Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit, recognizing that employees transferring out of the bargaining unit and who later return, will have their seniority bridged excluding the time worked out of the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained. Once annually the Employer will provide the Union with a seniority list indicating the total seniority hours since the date of entry into the bargaining unit. The seniority list shall be prepared as at the end of the final pay period in each calendar year and shall also include the following: name, classification, employment status (FT, PT, CAS), and date of employment. This list will be posted in all work locations, and a copy provided to the Union, no later than January 31st of each

year. This list shall be open for correction for a period of forty-five (45) calendar days from the date of the initial posting. On presentation of proof of error, the Employer will correct any errors so found. By March 31st of each year, the corrected list shall be posted in all work locations, and a copy sent to the Union. This shall be considered the accurate list and shall not be subject to further changes until the next posting.

- (b) Part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.

**6:02** Seniority of an employee will continue to accrue during:

- (a) any period of paid leave of absence or income protection
- (b) absence on Workers Compensation
- (c) unpaid leave of absence of four (4) weeks or less
- (d) layoff of twenty-six (26) weeks or less,
- (e) educational leave of two (2) years or less,
- (f) parenting leave of up to one (1) year.
- (g) any period of paid vacation.
- (h) absence up to two (2) years under the Educational Deferred Salary Leave Plan.
- (i) an unpaid leave of absence due to injury or illness which is compensable by MPI or **D&R/LTD** for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
- (j) any period an employee is assigned to temporarily relieve or replace an employee in an out of scope position.

**6:03** Seniority will be retained but will not continue to accrue during:

- (a) unpaid leave of absence of more than four (4) weeks, except those referenced in Article 6:02;
- (b) educational leave in excess of two (2) years;

- (c) layoff of more than twenty-six (26) weeks and not more than five (5) years.
- (d) an unpaid leave of absence due to injury or illness which is compensable by MPI or **D&R/LTD** in excess of two (2) years from the date of the first absence from work related to the injury or illness.

**6:04** Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than five (5) years;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension; without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

**6:05** Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases;
- (d) Workers Compensation up to two (2) years in that appropriate time period.

**Article 7 Vacancies, Promotions, and Transfers**

- 7:01** All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days within all of the base locations comprising the applicable DSM Region and shall remain posted for the duration of the competition. Such postings shall state the classification, required qualifications, current or anticipated shift and hours of work, location of position and wage rate. Job descriptions shall be available to applicants upon request. A copy of the posting shall be sent to the union office.
- 7:02** An employee on any leave shall be considered for a posted vacancy provided that the employee submits an application in accordance with the Employers' job posting application procedures.
- 7:03** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor.
- 7:04** Each employee who applies for a posted vacancy during the posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position, which falls within the scope of the Agreement, will be posted by the Employer within all of the base locations comprising the applicable DSM Region.
- 7:05** An employee who applies for a posted vacancy and is unsuccessful shall be given the reasons in writing, upon request, as soon as reasonably possible.
- 7:06** Upon promotion, an employee shall receive a salary within the salary range of her new classification which provides an increase of at least five percent (5%) above her former salary.
- 7:07** An employee's anniversary date for the purpose of annual increment shall not be changed as a result of promotion.
- 7:08** All promotions and voluntary transfers are subject to a three (3) month trial period for full-time employees and six (6) month trial period for part-time employees which may be extended by the Employer up to an additional three (3) months.

- 7:09** During the trial period, if the employee proves to be unsatisfactory in the new position, she shall be returned to her former position, if reasonably possible, without loss of seniority. An employee not returned to her former position shall be returned to her former classification, and site where reasonably possible, without loss of seniority. All other employees so affected shall be returned to their former positions if reasonably possible, without loss of seniority.
- 7:10** An employee who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which she is capable. She will be paid at the same increment level in the new position as she was paid in her previous position.
- 7:11** (a) Any employee voluntarily transferring into a classification with a lower pay rate shall be paid at the same increment level in the new position as she was paid in her previous position.
- (b) **An employee who is involuntarily demoted to a classification with a lower pay rate shall be placed on the increment step of the lower classification which is closest to but not higher than her present rate of pay.**
- 7:12** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent changes.
- 7:13** All vacancies shall be filled in accordance with the Collective Agreement. Regional and Provincial postings may occur simultaneously.
- An employee employed by an Employer who participates at MGEU Professional/Technical Central Table negotiations, who applies for and is awarded a position with another Employer who participates at MGEU Central Table negotiations, and who commences employment with her new Employer within six (6) weeks of termination from her former Employer, shall be entitled to portability of benefits as follows:
- (a) seniority credits;

- (b) accumulated income protection benefits;
- (c) length of employment applicable to next increment date;
- (d) length of employment applicable to the rate at which vacation is earned;
- (e) length of employment applicable to pre-retirement leave;
- (f) length of employment for the purpose of qualifying to join benefit plans;
- (g) length of employment applicable to qualification for the retirement provisions of the pension plan;
- (h) continuation of benefits plans.

### **Article 8 Hours of Work**

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

#### **8:01**     Hours of Work

Regular hours of work for all DSM shall be:

- (a) seven and three-quarters ( $7\frac{3}{4}$ ) hours per day excluding meal periods and including rest periods; and
- (b) thirty-eight and three-quarters ( $38\frac{3}{4}$ ) hours per week
- (c) seventy-seven and one-half ( $77\frac{1}{2}$ ) hours bi-weekly.

Note: Memorandum of Agreement for shift variations shall also follow the above with paid meal and rest periods.

### **Article 9 Shift Schedules**

**9:01** For identification purposes, shifts will be named as defined in Article 2 Definitions.

- 9:02** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- 9:03** Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 9:04** Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 9:05** Shift schedules shall be planned by the Employer in consultation with the Union and shall unless otherwise mutually agreed between the Union and the Employer, observe the conditions listed herein:
- (i) not less than fifteen (15) hours off between shifts;
  - (ii) not less than eight (8) days off in any two consecutive pay periods;
  - (iii) a minimum of two (2) consecutive days off where reasonably possible;
  - (iv) not more than seven (7) consecutive working days, and when reasonably possible, six (6) or less;
  - (v) alternate weekends off shall be granted as often as reasonably possible, with a minimum of every third weekend off.
- 9:06** Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

Any alteration to an existing shift pattern shall only be implemented after meaningful consultation with the employee(s) so affected and the Union. Meaningful consultation shall consist of the following steps:

1. The Employer will meet with the affected employee(s) and a representative of the Union to discuss the proposed alteration to the shift pattern. An attempt will be made to obtain the agreement of the majority of the affected employees.
2. Failing agreement of the majority of affected employees, the Union and the employee(s) so affected shall, within ten (10) working days, have the opportunity to consider and submit alternate proposals to the Employer for consideration.
3. If after consideration of the alternate proposals, the Employer still plans to implement the alteration to the shift pattern, the affected employee(s) will be given at least sixty (60) days notice.

**9:07** Notwithstanding 9:02, where seven (7) calendar days notice is not given to change the shift schedule, an employee shall be paid at overtime rates for the first shift worked which varies from the posted schedule.

**9:08** When an employee is called to cover for an employee who is off for their entire shift for any reason, the employee will cover for the entire full shift unless mutually agreed otherwise prior to the beginning of the shift.

**9:09** Flex Time

Employees may vary hours worked, as mutually agreed between the employee and the Employer, in order to effectively carry out the various duties and responsibilities of the position. Where mutual agreement is not reached, then overtime provisions shall apply.

Flex time worked will be taken as mutually agreed between the Employer and the employee.

### **Article 10 Overtime**

**10:01** (a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 8.

- (b) A supervisor authorized to do so, may require an employee under the supervisor's authority to work overtime. Except in emergency situations, a supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.
- (c) No employee shall be required to work overtime against her wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the work.**

**10:02** Overtime rates shall be:

- (a) Employees shall receive one and one-half times ( $1\frac{1}{2}X$ ) their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day.
- (b) Employees shall receive double time ( $2X$ ) their basic rate of pay for authorized overtime beyond the first three- (3) hours in any one- (1) day.
- (c) Overtime worked by full-time employees on any scheduled day off shall be paid at the rate of two times ( $2X$ ) the employee's basic salary.
- (d) All overtime worked on a General Holiday shall be paid at two and one-half times ( $2\frac{1}{2}X$ ) the employee's basic rate of pay.

**10:03** Employees working two (2) consecutive shifts will be paid at double time ( $2X$ ) for the second shift.

**10:04** An employee performing overtime for a period in excess of two (2) hours, in succession with her regular shift, shall be paid a meal allowance of \$5.00.

**10:05** An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

**10:06** Where an employee is required to travel outside of the employee's work site on Employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work hours.

**10:07** An employee, not on standby, if called out or scheduled to work overtime shall receive compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular workday. A meal period shall not be regarded as affecting contiguity.

Where an employee, not on standby, is required to report to work within two (2) hours prior to the commencement of her next scheduled shift, she will be compensated at overtime rates for all time worked prior to the starting time of her next scheduled shift.

**10:08** The additional time worked in excess of the daily hours of work as a result of the change from Daylight Savings Time to Central Standard Time shall be compensated for at the applicable overtime rates.

**10:09** If the Employer requires attendance at any meeting, conference, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses related thereto.

**10:10** To be applicable to all employees. See Article 8 – Hours of Work.

(i) An employee who is required to remain in the worksite, shall receive pay at overtime rates for the entire meal period.

(ii) An employee whose meal period is cancelled or interrupted shall be entitled to receive pay at overtime rates for the time missed.

**10:11** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year or paid out, unless otherwise mutually agreed.

**10:12** **Where the Employer requires any employee to instruct courses outside of working hours, the employee shall be compensated at overtime rates, where applicable, or granted equivalent time off.**

## Article 11 Standby and Call Back

- 11:01** Standby is that time duly authorized by the Employer in writing, during which an employee is required to be “on call” and available to report for duty without undue delay.
- 11:02** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to report for duty as quickly as possible if called.
- 11:03** Standby schedules for a minimum four (4) week period shall be posted at least two (2) weeks in advance of the posting period. Subject to the Employer’s requirement to maintain departmental operations, standby schedules shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- 11:04** A call back is defined as a call which requires an employee to report for duty during the period between completion of regularly scheduled hours of work and subsequent starting time. A call back shall conclude when all emergent work has been completed **as confirmed with the Supervisor in charge except where such requirement is specifically exempted by the Employer.**
- 11:05** Any employee designated for standby duty who is required to report for duty shall be compensated for not less than three (3) hours for each such call back. Call back rates shall be in accordance with Memorandum of Agreement #1 - Application of Overtime Rates for Call back.
- 11:06** An employee, who has been designated by the Employer to be available on standby, shall be entitled to payment of two (2) hours basic pay for each eight (8) hour period or pro-rata payment for any portion thereof.
- 11:07** **When an employee is returning for duty as a result of a callback and the callback is cancelled prior to the employee arriving at the worksite, the employee shall be paid one (1) hour at straight time rates.**

- 11:08** An employee who is required to report for duty on a call back shall be reimbursed for transportation costs at the applicable mileage rate with a guaranteed minimum of \$4.00 per round trip.
- 11:09** Call back for full-time and part-time employees shall be paid, or by mutual agreement between the Employer and employee, may be compensated for by the granting of paid time off which is equivalent to the total callback payment to which she would otherwise be entitled. Such time shall be taken by the employee prior to March 31<sup>st</sup> of any year or paid out, unless otherwise mutually agreed.
- 11:10** An employee on standby who is required to report for duty shall not be required to perform non-emergent duties.
- 11:11** The Employer shall provide suitable parking facilities for employees who are required to return to the worksite between 2200 hours and 0600 hours at no cost to the employee.

#### **Article 12 Premiums**

- 12:01** Except as provided in 12:05, shift premium and weekend premiums shall not be payable while an employee is receiving overtime rates.
- 12:02** (a) An evening shift premium of \$1.00 per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 1600 hours and the next succeeding 2400 hours.
- The evening shift premium shall be applicable to each hour worked after sixteen hundred (1600) hours on a 'modified' day or evening shift during which at least two (2) hours are worked between sixteen hundred (1600) hours and the end of the shift.
- (b) A night shift premium of \$1.75 per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 2400 hours and 0800 hours.
- 12:03** A weekend premium of \$1.35 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.

- 12:04** An employee temporarily assigned to perform substantial duties and responsibilities of a higher classification covered by this Agreement shall be paid a premium of \$0.80 per hour for hours so assigned.

Such temporary assignment shall not normally exceed three (3) consecutive months. However, such temporary assignment may be extended by mutual agreement between the Employer and the Union.

Any anticipated vacancy in excess of three (3) months or in excess of the mutually agreed upon time shall be posted as a term position.

An employee temporarily assigned to perform the duties and responsibilities of a lower classification covered by this Agreement shall continue to receive the rate for her regular duties.

- 12:05** Shift and weekend premiums shall be payable to an employee who is on standby for all hours actually worked on a callback.

- 12:06** An employee temporarily assigned to perform the duties and responsibilities of an out of scope managerial position for a minimum of one day shall be paid a rate that is at least 5% higher than her current salary rate.

### **Article 13 Annual Vacation**

- 13:01** The whole of the calendar year shall be available for vacations to be taken. The dates used to calculate vacation earned shall be from April 1<sup>st</sup> to March 31<sup>st</sup> in the following year. The employee shall have the right to request which day of the week her vacation begins.

**Notwithstanding the date of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.**

**13:02** An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular paid hours, as per Article 13:04.

**13:03** Applicable to all employees, except for former Civil Service employees.

Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

Length of Employment	Rate at Which Vacation Earned
In first (1 <sup>st</sup> ) three (3) years	Fifteen (15) days per year
In the fourth (4 <sup>th</sup> ) to tenth (10 <sup>th</sup> ) year inclusive	Twenty (20) days per year
In the eleventh (11 <sup>th</sup> ) to twentieth (20 <sup>th</sup> ) year inclusive	Twenty-five (25) days per year
In the twenty-first (21 <sup>st</sup> ) year and subsequent years	Thirty (30) days per year

**Vacation entitlement for the vacation year following completion of the 3<sup>rd</sup>, 10<sup>th</sup> and 20<sup>th</sup> years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.**

Applicable to all former Civil Service Employees:

Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

- Fifteen (15) working days per year commencing in first (1<sup>st</sup>) year of employment.
- Twenty (20) working days per year commencing in fourth (4<sup>th</sup>) year of employment.
- Twenty-five (25) working days per year commencing in tenth (10<sup>th</sup>) year of employment.

- Thirty (30) working days per year commencing in twentieth (20<sup>th</sup>) year of employment.

**Vacation entitlement for the vacation year following completion of the 3<sup>rd</sup>, 9<sup>th</sup> and 19<sup>th</sup> years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.**

**13:04** Partial vacation and vacation pay will be calculated as follows:

- for employees entitled to fifteen (15) working days vacation - 5.769% of regular paid hours
- for employees entitled to twenty (20) working days vacation - 7.692% of regular paid hours
- for employees entitled to twenty-five (25) working days vacation- 9.615% of regular paid hours
- for employees entitled to thirty (30) working days vacation- 11.538% of regular paid hours.

Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

**13:05** The Employer shall post vacation entitlements not later than February first (1st) each year, and allow employees to express their preference before March 1<sup>st</sup>.

**13:06** The Employer will post an approved vacation schedule not later than March 31<sup>st</sup>, having considered departmental operating requirements, circumstances and preferences of each employee, vacation leave shall be rotated regardless of seniority of employment.

Approved vacations will not be re-scheduled except **by mutual agreement between the Employer and employee** and insofar as such change does not affect departmental operations or disrupt any other employees scheduled vacation.

**13:07** An employee who has not completed one (1) year's continuous employment as at March 31<sup>st</sup> shall be granted a pro-rata vacation.

- 13:08** Medical Technologists who trained in provincial laboratories of the Department of Health shall, for the purpose of long service vacation entitlement, be credited with time spent training in such provincial laboratories provided that they became employed with the department within two (2) years from the date they successfully completed such training.
- 13:09** Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize a carryover of vacation into the next vacation year or the payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions.
- 13:10** An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in choice of vacation time, where other employees have indicated their preference.
- 13:11** Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise provided for in this Agreement or otherwise mutually agreed between the employee and the Employer.
- 13:12** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) cumulative months from the date the employee first commenced being absent from work for surgery or rehabilitation due to the injury or disability.
- 13:13** If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.
- 13:14** Applicable to former Civil Service employees:
- As established under the Civil Service Superannuation Plan, former Civil Service employees may carry-over vacation credits to retirement in accordance with the following:

- (a) commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to 50 days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- (b) an employee may only bank a maximum of 50 vacation days.
- (c) an employee must provide in writing her intended retirement date at the time she commences banking vacation credits for this purpose.

**13:15** Upon 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 to accommodate scheduling. Such days must be utilized prior to the end of the Employer's current fiscal year.

**13:16** Long Service Recognition – Vacation

Effective April 1, 2013, in recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

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

**Article 14 Income Protection**

**14:01** The Employer agrees to recognize income protection credits accumulated prior to the signing of this agreement.

**14:02** (a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 ¼) days per month.

Of each day and a quarter of income protection credits earned, one day\* shall be reserved exclusively for the employee's personal use as

specified in this Collective Agreement. The remaining one quarter of a day\* shall be reserved for either the employee's use or for use in the event of family illness. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

\*In the employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".

- Eighty percent (80%) of the balance will be reserved for the employee's personal use.
- Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness.

- (b) Part-time employees shall accumulate income protection credits on a pro rata basis.
- (c) An employee, in her first year of employment, shall be entitled to utilize up to five (5) days of income protection credits before they are earned. The Employer may recover from a terminating employee all paid sick leave granted but not earned.

**14:03** An employee who **will be absent due to illness or injury shall inform her supervisor or designate prior to commencement of her next scheduled shift(s). An employee who fails to give notice as specified below or as soon as reasonably possible thereafter in the case of extenuating circumstances, may not be entitled to receive income protection benefits for the shift in question.**

<b>Prior to Day Shift</b>	<b>1 hour</b>
<b>Prior to Evening Shift</b>	<b>3 hours</b>
<b>Prior to Night Shift</b>	<b>3 hours</b>

- 14:04** Upon sufficient notification to the Employer, and providing such time off does not unduly effect the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, 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. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 14:05** If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.
- If an employee is on income protection which commences prior to, and continues into an approved vacation period, the displaced portion of the approved vacation shall be rescheduled.
- 14:06** The Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 14:07** The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three days.
- 14:08** (a) HEBP - DISABILITY AND REHABILITATION PLAN (D AND R PLAN)
- It is understood that the elimination period for the D and R Plan is one hundred and nineteen (119) calendar days. The parties agree that Income Protection will be used to offset the elimination period. An employee may claim Income Protection for a period of time not to exceed the elimination period.
- (b) CIVIL SERVICE - LONG TERM DISABILITY INCOME PLAN
- It is understood that the elimination period for the Long Term Disability Income Plan is the greater of one hundred and twenty

(120) calendar days or the exhausting of the employee's Income Protection Bank to a maximum of two hundred and eight (208) working days.

- 14:09** An employee may use up to five (5) days of Income Protection in any one (1) calendar year to provide care in the event of an illness of a spouse, child, or parent of the employee.

**Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.**

- 14:10** An employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing an acceptable medical certificate attesting to her inability to perform the normal duties of her job, be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of nine (9) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of her ability to resume work at least five (5) calendar days prior to the date of her intended return.

For claims occurring on or after the date of ratification (May 6, 2004) an employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing an acceptable medical certificate attesting to her inability to perform the normal duties of her job, be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of her ability to resume work at least five (5) calendar days prior to the date of her intended return.

If the employee is unable to resume her normal duties at the expiry of her leave of absence, her employment may, at the discretion of the Employer, be considered terminated. An employee so terminated who applies for re-employment with the Employer immediately upon recovery from her illness, shall be given preference over new applications in hiring, subject to her providing an acceptable medical certificate.

**14:11** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

**14:12** WCB/MPI

1) A. WCB

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

B. MPI

Where an employee is unable to work because of injuries sustained in a motor vehicle accident, she will inform the Employer immediately, in accordance with established procedures, and she must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.

C. WCB/MPI Advance

Subject to (D), where an employee has applied for WCB/MPI benefits and where a loss of normal salary would result while awaiting the WCB/MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Schedule A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) contributions.

- (b) The advance(s) will cover the period of time from the date of injury or illness until the date the final decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
  - (i) The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, for former Civil Service employees - one hundred and twenty (120) calendar day elimination period, or
  - (ii) seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the employee.
- (d) In the event that WCB/MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment made and repayment received by the Employer.

**D. WCB/MPI Supplement**

- (a) Subject to (C), an employee who accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments.
- (b) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Schedule A of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, CPP contributions and EI contributions.

- (c) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until:
- (i) For individuals enrolled in HEBP - the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
  - (ii) For former Civil Service employees:
    - the employee's accumulated income protection credits are exhausted, or until one hundred and twenty (120) calendar days have elapsed since the first day of supplement, whichever is greater; or
    - the employee's accumulated income protection credits greater than one hundred and twenty (120) calendar days, but less than two hundred and eight (208) working days since the first day of supplement, are exhausted; or
    - the employee's accumulated income protection credits to a maximum of two hundred and eight (208) working days since the first day of the supplement are utilized.
  - (d) If at any time it is decided by WCB/MPI that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by WCB/MPI, then such payment shall not be payable.

**14:13** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

**14:14** Income protection will continue to accrue during a paid leave of absence, or unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

- 14:15** An employee who is absent due to illness or injury which is not eligible for compensation by either the WCB subject to 14:12 A or by MPI as a result of a motor vehicle accident subject to 14:12 B, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to any injury for which lost earnings are compensated by MPI.

### **Article 15 Bereavement Leave**

- 15:01** Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, child, ward of the employee, parent, step-parent, sibling, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, former legal guardian, fiancée, live in partner, step-child, step-sibling, grandparent-in-law, and any other relative who resides in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death, up to and including the day following funeral proceedings.
- One bereavement leave day may be retained for use in the case where actual interment or cremation is at a later date.
- 15:02** Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral of a person named above.
- 15:03** An employee who is, or will be, absent on bereavement leave shall notify her supervisor at the earliest possible opportunity.
- 15:04**
- (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer.
  - (b) Provided the employee has not received bereavement leave for the death in question necessary time off up to one day at basic pay may be granted an employee to attend a funeral as a mourner.

- 15:05** An employee who is entitled to bereavement leave under Article 15 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.

### **Article 16 General Holidays**

- 16:01** A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day (January 1)	Labour Day
<b>Louis Riel Day</b>	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day (December 25)
Victoria Day	Boxing Day
Canada Day ( <b>July 1st</b> )	
August Civic Holiday	

and any other holiday declared by the Federal and Provincial Authorities.

Where the Employer requires an employee to work a regular work day on December 24<sup>th</sup>, when that day falls on Monday thru Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours, to be taken at a time mutually agreed between the Employer and employee.

- 16:02** Whenever a general holiday falls on her scheduled day off, the employee shall receive an extra day off in lieu thereof; the Employer may, however, give her an extra days pay at her basic rate if mutually agreed between the employee and the Employer.
- 16:03** An employee, who is scheduled to work on a General Holiday and is unable to, for whatever reason, shall be paid the day as a holiday.
- 16:04** Where a general holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

- 16:05** An employee scheduled and required to work on any general holiday shall be paid time and one half (1½x) for all hours worked and in addition, a full-time employee shall be granted a compensating day off with pay within thirty (30) days before or after the holiday. If a compensating day is offered, but by mutual agreement not taken, by a full-time employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.
- 16:06** Subject to Article 16:02 and 16:03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.
- 16:07** A day off given in lieu of a recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 16:08**
- (a) Employees shall be allowed to bank up to five (5) alternate days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule prior to the end of the fiscal year, the employee shall receive her regular rate of pay for all days banked.
  - (b) The accumulated banked general holiday time referred to, shall be taken in the fiscal year in which it is earned.
  - (c) In the event that an employee is terminated, the banked general holiday time shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- 16:09** 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.

- 16:10** The Employer will endeavour to ensure that all employees receive at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.
- 16:11** The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 16:12** Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation or banked time or a combination thereof for the purpose of taking time off for reason of religious observances/holidays, provided that adequate notice is given in order to accommodate scheduling. **Such days must be utilized prior to the end of the Employer's current fiscal year.**

#### **Article 17 Union Representation and Business**

- 17:01** *Steward* means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 17:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 17:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the site, and the administrative structure implied by the grievance procedure.
- 17:04** The Union agrees to provide the Employer with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 17:05** Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they

shall be allowed time off on a wage recovery basis subject to Union approval.

- 17:06** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 17:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 17:08** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).
- 17:09** An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence on a wage recovery basis 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 recovery of payroll and related costs by the Employer from the Union.

Union Security, Dues and Bulletin Boards

- 17:10** A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement.
- 17:11** (a) During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become

effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

- (b) Such dues shall be forwarded by the Employer to the Union within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made.
- (c) The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location and home address. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.
- (d) In accordance with the Freedom of Information and Protection of Privacy Act, the home addresses as referenced in 17:11(c) may only be used by the Union for the purpose of communicating with its members. The Union shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of the personal information. When disposing of or storing this information, the Union shall take care that this information is transported, stored, or destroyed in a secure manner.

**17:12** When meeting with the Employer to conduct negotiations, or, when meeting with more than one (1) Employer to conduct joint negotiations, the maximum number of employees who will be entitled to leave of absence, without loss of regular pay and benefits, to participate in negotiations in which both the Employer and the Union are represented, shall be as follows:

Regional Negotiations - Up to two (2) representatives per region.

Joint Negotiations - One (1) **representative** per region

Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

Subject to mutual agreement of the parties, the total number of employees referred to above may be changed provided any additional employees would be on wage recovery from the Union.

This shall not prohibit the Union from adding additional resources to their team on an occasional basis subject to operational requirements at the employee's work site.

- 17:13** Representatives of the Union and/or grievants shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the site/region.
- 17:14** The Employer agrees to deduct once annually the amount of any specific general assessment made by the Union.
- 17:15** The Union shall notify the Employer in writing as to the amount of current Union dues, and such dues shall not be changed without one (1) months prior notice, or more than twice in any calendar year.
- 17:16** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually and as changes occur.
- 17:17** The Employer agrees to provide a suitable bulletin board within all of the base location comprising the applicable DSM Regions for the posting of notices by the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.
- 17:18** The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Union.
- 17:19** A representative of the Union will be granted up to thirty (30) minutes to familiarize a new employee with the Union and this Agreement during the period of orientation.
- 17:20** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this

Agreement, furnish in written form to the Union the following, by classification groupings:

- (a) the name of each employee;
- (b) the classification of each employee;
- (c) the current rate of pay of each employee;
- (d) the current mailing address of each employee.

**17:21** Leave of absence to attend to Union business shall be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor who shall forward the request to the Employer for approval.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three- (3) working days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted, the Union shall reimburse the Employer on a wage recovery basis, during the approved absence.

**17:22** Upon reasonable prior written notice in a request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence on a wage recovery basis unless otherwise mutually agreed. For any leave, the Employer will continue to pay the employee, subject to recovery of payroll costs by the Employer from the Union.

**17:23** An employee who is elected to an executive position in the Union shall be granted necessary leave of absence with pay to conduct Union business away from the site where department operating requirements permit. The Union will reimburse the Employer for direct salary and benefit costs incurred during such absence.

- 17:24** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

### **Article 18 Leave of Absence**

- 18:01** Except in emergencies or unforeseen circumstances, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Department Manager at least thirty (30) calendar days in advance. The Employer shall notify the employee of the decision in writing without undue delay. Such requests shall be considered on their individual merits including the operational needs of the department, and shall not be unreasonably denied.
- 18:02** Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 18:03** An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 18:04** 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 an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 18:05** Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 18:06** Unless otherwise specified in this Agreement, seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 18:07** An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 18:08** An employee on Leave of Absence up to two (2) years shall have the right to return to her former classification. An employee on Leave of Absence

up to one (1) year shall have the right to return to her former position. In the event that the employee's position no longer exists the employee shall be entitled to exercise her seniority as stated in Article 26 - Layoff and Recall.

- 18:09** Employees may apply to the Employer to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan. (Memorandum of Agreement #10)
- 18:10** The implementation of the Deferred Salary Leave Plan will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Canada Revenue Agency (CRA). (Memorandum of Agreement #10)
- 18:11**
- (a) An employee required to serve as a juror or witness in any court of law, other than a court proceeding occasioned by the employee's private affairs, shall receive leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days she was normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expense for such duty.
  - (b) Except as provided for in Article 21, where an employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of her base location, the employee shall be paid for travel time at her regular basic rate of pay. Where the employee is required to attend court in a community outside of her base location the employee shall also be eligible for expenses in accordance with Article 38. The employee will remit to the Employer any witness fees or expenses received.
  - (c) In (a) and (b) above, the employee may be required to provide documentation of the time the employee was required to be in attendance at court.

- (d) An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.**

- 18:12** An employee shall be entitled to leave of absence without pay, subject to operational requirements, to write examinations to upgrade her employment.
- 18:13** Employees granted leave of absence without pay may make prepayments to maintain coverage as allowed under Employer / employee benefit programs.
- 18:14** Upon written request and subject to approval by the Employer, an employee shall be granted funding to attend workshops, courses, and other programs that are relevant to her classification. Such requests shall be submitted to the appropriate Employer representative. Reimbursement for tuition or registration in the amount pre-approved shall occur upon satisfactory completion of the workshop, course or educational program.
- 18:15** Compassionate Care Leave
- An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
  - (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration. Any variation to the number of periods of leave shall be by mutual agreement between the Employer and the employee.
  - (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (i) the day the certificate is issued, or
  - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee.
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent.
  - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) Unless otherwise mutually agreed, an employee may end her Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts –subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 6.
- (h) Subject to the provisions of Article 14, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 15.
- (j) Any changes to Provincial Legislation will be reflected in this Article.

## Article 19 Parenting Leave

- 19:01** Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.
- 19:02** An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

### Maternity Leave - Plan "A"

1. In order to qualify for Maternity leave, a pregnant employee must:
  - (a) have completed six (6) months of continuous employment with the Employer;
  - (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her application as the day on which she intends to commence leave;
  - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

The Employer may require an employee to commence maternity leave if the state of her health is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this Article.

2. An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the medical certificate, or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
  - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Manager.

3. An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated income protection against the EI waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status. The Employer shall identify on the employee's Record of Employment that the accumulated income protection credits granted are to be applied against the waiting period for the Maternity Leave.

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

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

**19:03**     Plan B

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

the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
  - (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
  - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
  - (d) **In the event the employee does not complete the full period of service as required under Article 19:03, she shall repay a portion of the “top up” as follows:**

**Monetary value of top up provided  
(value is based on hours paid at regular  
rate of pay in 6 months prior to leave)      x      # of hours not worked  
Hours of service required to be worked  
(based on monetary value)**

**See Appendix F.**

3. An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 19:03 (1) (c).

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 19:03 (1) (c).
  - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
  - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
  - (c) all other time as may be provided under Article 19:03 (3), shall be on a leave without pay basis.
- 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
- 6. Plan B does not apply to temporary employees.
- 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- 19:04** Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.
- 19:05** An employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who returns from leave to a job sharing arrangement, must work twelve (12) months, (i.e. the equivalent of six (6) months of full-time service) otherwise they will be required to reimburse the Employer for the maternity supplement.

In the event the employee does not complete the full period of service as required under Article 19:03, she shall repay a portion of the “top up” as follows:

**Monetary value of top up provided**  
**(value is based on hours paid at regular**  
**rate of pay in 6 months prior to leave)**      x      **# of hours not worked**  
**Hours of service required to be worked**  
**(based on monetary value)**

See Appendix F.

**19:06**      Parental Leave

1. In order to qualify for Parental Leave, an employee must:
  - (a) be the natural mother of a child; or
  - (b) be the natural father of the child or must assume actual care and custody of this newborn child; or
  - (c) adopt a child under the law of the province.
2. An employee who qualifies under 1 above must:
  - (a) have completed six (6) months of employment; and
  - (b) except in the case of adoption leave, in accordance with 1(c) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
  - (c) in the case of adoption leave, in accordance with 1(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
3. An employee who qualifies in accordance with 1 and 2 (a), (b) and (c) as above is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding fifty-two (52) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of the current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which E.I. benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of commencement of leave in accordance with (Vacation Accrual) will be retained and will be available to be taken in the following vacation year.

4. Subject to 5, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
5. 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.
6. An employee may end her Parental Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.

**19:07** Sections 58(1) through 59.1(2) inclusive and Section 60 of the Employment Standards Code respecting Parental Leave shall apply.

**19:08** Special Parenting Leave

An employee not taking maternity or parental leave shall be entitled to one (1) day's leave of absence with pay within seven (7) days of the birth or adoption of his/her child.

## **Article 20 Grievance Procedure**

**20:01** A "grievance" shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application, or an alleged violation of the terms of this Agreement.

Working days for the purpose of the Grievance and Arbitration procedure are days excluding Saturdays, Sundays and Statutory Holidays.

An earnest effort shall be made to settle the grievance in the following manner:

**20:02** Discussion Stage

Within fifteen (15) working days after the cause of the grievance occurs or at such time that the employee first makes it known that she is aware, the grievor shall attempt to resolve the dispute with her immediate supervisor.

**20:03** Step One

If the grievance is submitted but not resolved within the foregoing time period, the grievor and union representative may, within the ensuing ten (10) working days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit.

The Employer shall have ten (10) working days, following receipt of grievance, to respond to the grievance in writing.

**20:04** Step Two

Failing settlement of the grievance at step one, the union may within ten (10) working days, submit the grievance in writing to the Chief Executive Officer or designate who shall, within ten (10) working days after receipt of the grievance, render a decision in writing.

**20:05** All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are good for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.

**20:06** Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Union and the Employer.

**20:07** Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

- 20:08** An employee has the right to representation by a Union representative at any step of the grievance procedure and/or arbitration procedure. No employee will have the right to proceed to arbitration without the approval or authority of the Union.
- 20:09** Policy and/or group grievances shall be initiated at Step Two of the grievance procedure.
- 20:10** Grievances concerning demotion, suspension or dismissal shall be initiated at Step Two of the grievance procedure.

### **Article 21 Arbitration**

The following shall not preclude the parties from seeking alternate dispute resolution processes such as: Mediation/Arbitration, Non-binding Neutral Advisory Opinion, or Expedited Arbitration.

- 21:01** Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:
- (a) Grievances concerning the application, interpretation, or alleged violation of an Article of this Agreement;
  - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
  - (c) Grievances concerning dismissal, suspension, demotion, or a written reprimand of an employee or reclassification;
  - (d) Classification and/or salary schedule disputes.
- 21:02**
- (a) Within ten (10) working days after receiving the reply of the Chief Executive Officer or designate and failing satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
  - (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice shall so state.

- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
  - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board within ten (10) working days.
  - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
  - (ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
  - (iii) If either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified by the Minister of Labour upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be.

- (iv) The Chairperson and one (1) other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (e) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (f) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (i) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (j) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (k) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by an Employer for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or

remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

- (l) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board.
  - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
  - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
  - (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

The parties hereto agree that an employee of the Employer and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

**21:03** Clarification on Decision - Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration of the Sole Arbitrator shall reconvene to clarify the decision.

**21:04** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

- 21:05** Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party, which called her (either the Employer or MGEU as the case may be), shall be responsible for compensating her for any salary which would otherwise be lost.
- 21:06** Arbitration hearings will be heard at a location mutually agreed to by the parties.

### **Article 22 Part-time Employees**

- 22:01** 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 vacations, income protection credits and pre-retirement leave.
- 22:02** Part-time employees will be paid four point **six two** percent (4.62%) of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay, and is in addition to payment for time worked on a general holiday.
- 22:03** Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

**Vacation compensation earned as a result of working additional hours in accordance with Article 22:10 shall be paid in accordance with the Employer's past practice/policy as at October 5, 2010.**

- 22:04** (a) A part-time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at her basic rate of pay if she is sent home due to lack of work.
- (b) Part-time employees working occasional additional shifts in accordance with Article 22:04 shall be paid only in respect of hours actually worked.

**22:05** Income Protection in case of illness

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

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

**22:06** 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.

**22:07** Annual Vacations

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

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

**22:08** Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

**22:09** Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 8.

**22:10** Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

(a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours, and they shall be given preference of such shifts over casual employees, with such preference being given on the following basis within all of the base locations comprising the applicable DSM Region:

(i) First, among those employees within the base location.

- (ii) Second, among those employees from other base locations comprising the applicable DSM Region.

It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (b) Should the part-time employee as described in a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
  - (i) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
  - (ii) Additional hours worked by a part-time employee shall be included in the determination of seniority.
  - (iii) Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay.
  - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional hours worked.
  - (v) Where a part-time employee is scheduled to work additional shifts for a period of time as described under Article 2:13 - Term Position, she shall be entitled to income protection benefits and bereavement leave.
- (d) Part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.

**22:11** As per Article 5:03, a part-time employee shall receive increments (calculated from the date of her last increment, or her starting date as the case may be), on the basis of one (1) increment for each equivalent annual full-time hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

- 22:12** Where a General Holiday falls on a part-time employee's normally scheduled day of work and the employee is not scheduled to work due to department/unit closure, the Employer, at the request of the employee, will endeavour to schedule an alternate day of work payable at straight time rates. This request must be made prior to the date of the General Holiday and is subject to availability of work and shall not be unreasonably denied.

### **Article 23 Uniforms and Personal Property**

- 23:01** The Employer shall provide and maintain lab coats or jackets and special or protective work clothing except footwear which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.
- 23:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 23:03** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make comparable compensation, providing established departmental procedures and policies have been followed and proof of purchase of the replacement item is submitted.
- 23:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects.

### **Article 24 Employee Benefits and Pre-Retirement Entitlement**

- 24:01** Applicable to employees currently covered by **HEB Manitoba**, that were not former civil service employees, and new employees hired after the payroll transfer date for their region.

A. Dental Plan

The parties agree to the continuation of the Dental Plan for those employees currently participating in the Health Care Employees Benefit Plans.

B. **Disability and Rehabilitation Plan**

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

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

2. **Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the**

documentation/application should the employee request.

3. Subject to compliance with paragraph 2, in the event;
  - (i) An employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
  - (ii) The employee's D&R application has not been approved by the end of the elimination period,

The Employer shall pay the D&R Premium, Health Plan Premium, and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

C. Pension Plan

Contributions and benefits shall be in accordance with the provisions of the Health Care Employees Pension Plan (HEPP) for every employee currently eligible to participate in or participating in the HEPP.

Employer and employee contribution rates for the Health Care Employees' Pension Plan Manitoba (HEPP) shall be increased as follows:

**January 1, 2011**

**Employer contribution rate to increase by 1.0% (Employer portion 0.5% and employee portion 0.5%).**

**April 1, 2012**

**Employee contribution rate to increase by 0.8% (Employer portion 0.4% and employee portion 0.4%).**

**April 1, 2013**

**Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%.**

**Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.**

**(resulting in the new rates of 7.9% for earnings up to YMPE and 9.5% for earnings in excess of YMPE).**

**24:02**    Health Spending Account

- (a) Applicable to all former Civil Service employees covered by Civil Service Superannuation Plan and the Civil Service Group Insurance Plans;

All former Civil Service employees will remain in the Government of Manitoba (Civil Service) benefit plans which include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semi-Private (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will be grandfathered to those plans for the duration of their employment.

- (b) Effective January 1, 2006, a Health Spending Account (the "HSA") shall be made available for employees grandfathered to the Civil Service Benefit Plans. The HSA shall only apply and be made available as a top-up to the existing benefits specifically identified in Article 24:02 and in Appendix "C" of the current Collective Agreement.

The HSA benefit amounts shall be \$200.00 for full-time staff and \$100.00 for part-time staff. When the Province of Manitoba HSA rates are adjusted and exceed the above HSA rates the Employer will adjust the HSA rates retroactive to the date the Provincial rates took effect. All future rate adjustments will parallel the Provincial adjustments.

The parties agree that employees grandfathered to the Civil Service Benefit plans are grandfathered only to the existing benefits specifically identified

in Article 24:02, and Appendix C, as well as any negotiated improvements to these specific benefits. Any future new benefits negotiated into the Civil Service Benefit plans will not be available.

- 24:03** The parties agree that the Employer shall provide an Employer paid Employee Assistance Program for all employees covered by this Agreement.
- 24:04** A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability, or when the sum of the employee's years of age and length of continuous employment total eighty (80) or more, shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.
- 24:05** Payment of Pre-Retirement Leave
- (a) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached. Former Civil Service employees are entitled to the lump sum payment only and not the continuation of salary provision. However, in the event of a change in the legislation governing the Civil Service Superannuation Plan which would provide for the continuation of salary provisions, the former Civil Service employees shall be entitled to same.
  - (b) Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.
  - (c) Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.
  - (d) Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rated portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.
  - (e) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and

shall be based on the employee's total length of continuous employment as at the date of retirement.

- (f) Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Canada Revenue Agency (CRA) limits and restrictions. Contributions for this purpose must also conform to the specific Pension Plan Trust Agreements, Plan Text, and other applicable written policies and guidelines.

### **Article 25 Discipline and Discharge**

- 25:01** (a) No employee shall be disciplined without just cause.
- (b) No employee, other than a probationary employee, shall be dismissed without just cause.
- 25:02** When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless she refuses such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint.
- 25:03** An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 25:04** An employee who alleges that she has been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 20 of the Grievance Procedure.
- 25:05** The Employer agrees not to introduce as evidence any disciplinary document from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or within a reasonable time thereafter.
- 25:06** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy. A copy shall be forwarded to the Union unless the employee elects otherwise.

- 25:07** No notice or payment in lieu thereof is required where an employee is dismissed in accordance with Article 25:01 - Discipline and Discharge and Article 29 - Notice of Termination.
- 25:08** Upon written request, and in the presence of an authorized representative of the Employer an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.
- 25:09** There shall be one (1) personnel file maintained by the Employer for each employee.
- 25:10** Where transfer of function(s) has been revoked, the Employer may, at its discretion, provide remedial education and opportunity for reinstatement of transfer of function(s). Where remedial action is appropriate it shall normally be completed within one hundred and eighty (180) days.

### **Article 26 Layoff and Recall**

- 26:01** *Layoff* means to remove from a position of employment subject to the employee retaining such rights as set out in this Article.
- 26:02** In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
- (a) two (2) weeks notice for layoff of up to eight (8) weeks;
  - (b) for a layoff of eight (8) weeks or more, notice would be based on one week per year of service, with a minimum of two (2) weeks notice and a maximum of eight (8) weeks notice.
- 26:03** When a reduction in the work force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their site, subject only to more senior employees being qualified, competent and willing to perform the required work.

- 26:04** No new employee shall be hired to fill vacancies when employees who are eligible for recall within any of the base locations comprising the applicable DSM Region are qualified, able and available to fill the vacancy.
- 26:05** For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 26:06** Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 26:07** An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 26:08** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 26:09** In event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise seniority rights within the site subject to her ability, performance record, and qualification, to displace an employee in an equal or lower classification within the site. Where it is not possible due to seniority level, the employee shall be entitled to exercise her seniority rights, subject to her ability, performance record, and qualifications, to

displace an employee in a position of equal or lower classification within any of the other base locations comprising the applicable DSM Region. Any employee thus displaced shall be entitled to a like exercise of seniority rights.

- 26:10** Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 26:11** An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.
- 26:12** The right of an employee who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:
- (a) if the employee did not communicate with the Employer as specified, and
  - (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer,
  - (c) a thirty-six (36) month period has elapsed since the initial date of layoff.
- 26:13** Except for temporary layoffs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of layoff. An employee whose layoff is temporary (less than eight (8) weeks) may request pay-out of accumulated vacation entitlement.
- 26:14** Where an employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 26:15** An employee who is involuntarily demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary rate until the rate for the classification to which she was demoted exceeds her current rate.
- 26:16** An employee recalled to work in a different department, different base location within the applicable DSM Region, or different classification from which she was laid off shall have the right to return to the position she held

prior to the lay off should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.

- 26:17** To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.
- 26:18**
- (a) Employees are to be recalled in order of seniority to vacancies within any of the base locations comprising the applicable DSM Region subject to her ability, performance record, and qualifications. Such recall shall be made by registered mail and shall provide for a minimum of one (1) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled, or make reasonable alternative arrangements.
  - (b) An employee who declines to return to a position comparable to that held prior to the layoff, without reasonable cause, shall be considered terminated. However, termination of employment will be waived at the discretion of the Employer, if a laid off employee declines the recall due to unsuitability of the geographic location.
  - (c) The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower EFT than she held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 26:19** If the Employer sub-contracts work or introduces technological change, which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification.

- 26:20** Any employee with less than three (3) years employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis one (1) week per year of service.

### **Article 27 Discrimination and Harassment**

- 27:01** It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practised by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the union.
- 27:02** No form of employee abuse 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 to their immediate supervisor as soon as possible.
- 27:03** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.
- 27:04** If the Chief Executive Officer (CEO) or designate determines that a complaint has been made for frivolous, or vindictive reasons, the CEO shall have the authority to:
- (a) take disciplinary action against the complainant; and/or
  - (b) take any action against the complainant which in the CEO's opinion may be necessary.
- 27:05** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to ensure that employees are aware of the Employer's Respectful Workplace Policy. The Union and the Employer will work together in recognizing and dealing with such problems, should they arise. Both the Employer and the Union shall treat situations involving harassment in strict confidence.

### **Article 28 Performance Appraisals**

- 28:01** When performance appraisals are conducted, the following guidelines will apply:
- (a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
  - (b) the employee shall sign the performance appraisal 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 at their request.
  - (e) If the employee regards the performance appraisal to be inaccurate she may file a grievance in accordance with Article 21 of this Collective Agreement.

### **Article 29 Notice of Termination**

- 29:01** Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks notice in writing exclusive of any vacation due.
- 29:02** Employment may be terminated with less notice or without notice:
- (a) by mutual agreement between the Employer and the employee;
  - (b) during the employee's probationary period;
  - (c) where an employee is discharged for just cause.
- 29:03** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 29:04** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

### **Article 30 Union/Management Advisory Committees**

- 30:01** The Employer and the Union agree to maintain a Union/Management Committee in each DSM Region with equal representation from both

parties. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this Committee and shall chair alternate meetings.

- 30:02** This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the applicable DSM Region.
- 30:03** Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings, with a minimum of one (1) hours pay.
- 30:04** The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.
- 30:05** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **Article 31 Health and Safety**

- 31:01** (a) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba.
- (b) Subject to Section 42 of the Workplace Safety and Health Act, a worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person.

- 31:02** A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with the Workplace Safety and Health Act and Regulations.
- 31:03** At the request of the employee, the Employer shall provide, at no cost to the employee, vaccination(s) and/or immunization(s) for occupational illness(s) in accordance with the Canadian Immunization Guide, Health Canada.
- 31:04** Inclement Weather
- Employees who are unable to return to their point of origin as a result of inclement weather conditions or fleet vehicle breakdown while on Employer business shall inform the Employer as quickly as reasonably possible. Such employees shall suffer no loss of pay and in addition shall be entitled to the applicable provisions of Article 38.
- 31:05** By mutual agreement between the Union and the Employer additional Safety and Health Committees can be established to address regional and/or program specific needs.
- 31:06** Duty to Accommodate
- The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code.
- The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.
- Duty to accommodate is the shared responsibility of the Employer, the Union and the employee(s). Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship.

Where necessary and by mutual agreement of the Union and the Employer, relevant provisions of the Collective Agreement may be waived.

Upon implementation of an accommodation provision according to the Code, the Employer and the Union agree to provide an orientation to affected employee(s) as to the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee(s) being moved to a position in a higher classification, her new salary shall be determined in accordance with Article 7 - Vacancies, Promotions and Transfers.

In the event the accommodation results in the employee(s) being moved to a position in a lower classification, her new salary scale shall be determined in accordance with Article 7 - Vacancies, Promotions and Transfers.

### **Article 32 Job Sharing**

**32:01** *Job sharing* is a work arrangement where the duties and responsibilities of a position are shared by two (2) employees. Each employee is accountable for the whole job.

**32:02** General Principles

- (a) Nothing contained in this Article shall vary or change the collective agreement in intent or meaning.
- (b) Job sharing positions are worker initiated and can be requested by any employee who has completed the six (6) month probationary period in their position.
- (c) When an employee requests to job share, the job share shall be in the position she was holding at the time of the request, unless the employee agrees otherwise.
- (d) Job sharing employees shall sign a job sharing agreement.
- (e) No one job share employee shall own the position. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being shared or does not retain any rights to any previous position held.

- (f) If required, at the discretion of the Employer, an employee who is an incumbent in a job sharing arrangement will fill the position that is currently being job shared at any time the other incumbent is not available or terminates.
- (g) For the purpose of this Article, job sharing employees shall each be considered part-time and subject to the provisions of Article 22.

**32:03** Job sharing arrangements are subject to the approval of the Employer and shall be documented and signed by the job sharing employees and the Employer with a copy sent to the Union. Approval of job share requests will not be unreasonably denied. Should any problems arise after the commencement of a job sharing agreement, the Employer may alter or terminate the job sharing agreement in whole or in part. In the event of termination, thirty (30) days notice will be given.

**Article 33 Special Provisions Regarding Employees Occupying  
More Than One Position Within DSM**

- 33:01** Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within DSM. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- 33:02** At no time shall the sum of the positions occupied exceed the equivalent of one (1) Equivalent Full-time (EFT). However, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.
- 33:03** Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e., status will not be converted to full-time), and the provisions of Article 22 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

- 33:04** All salary-based benefits, i.e., Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- 33:05** All accrued benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- 33:06** Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each departmental/site supervisor/manager, and will be considered independently, based on the operational requirements of each department/site, requests shall not be unreasonably denied.
- 33:07** Employees taking on an additional position will be subject to a trial period in accordance with Article 7. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- 33:08** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one of the positions occupied.

#### **Article 34 Bridging of Service**

- 34:01** A regular employee who resigns as a result of the employee's decision to raise a dependant child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:
- (a) the employees must have accumulated at least four (4) years of continuous service at the time of resigning;
  - (b) the resignation itself must indicate the reason for resigning.

#### **Article 35 Technological Change**

- 35:01** Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the

work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

- 35:02** In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:
- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
  - (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the date of implementation.
  - (c) If the Union and the Employer fail to agree upon measures to protect employees from any adverse affects, either party may refer the matter to arbitration as provided for under the terms of this Agreement.

**35:03** An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with layoff procedure specified in this Agreement.

**35:04** Training Benefits

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

### **Article 36 Temporary Transfers**

- 36:01** (a) Qualified employees will be offered the opportunity to work in Sites experiencing occasional needs for additional employees.

- (b) Temporary transfers will not take place until all provisions are fulfilled for assigning additional shifts at the receiving Site.
- (c) Employees who are temporarily transferred will be covered by the Collective Agreement. Prior to a temporary transfer, the Employer will outline the duration of the temporary transfer, as well as entitlements for transportation allowance, meal allowance, accommodation, and other applicable travel allowances.
- (d) Where not enough employees volunteer for temporary transfer, involuntary transfers will only occur on an emergent and episodic basis consistent with the provisions detailed in the Collective Agreement.
- (e) Orientation will be provided as reasonably possible.

#### **Article 37 Transportation and Vehicle Allowance**

**37:01** Employees required to use or provide their own personal vehicle for Employer business, which has been pre-authorized by the Employer, shall be reimbursed and paid as follows **with a guaranteed minimum of four dollars (\$4.00) per round trip.**

- (a) **forty point zero cents (\$0.40/km)** south of the 53rd parallel increasing to **forty-one point zero cents (\$0.41/km)** April 1, 2012.
- (b) **forty-four point four cents (\$0.444/km)** north of the 53rd parallel increasing to **forty-five point four cents (\$0.454/km)** April 1, 2012.

Note: When the Province of Manitoba mileage rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

**37:02** Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the Employer.

### Article 38 Meal Expenses/Travel Allowances

- 38:01** Travel Status means absence of the employee from the employee's base location on business involving travel and accommodation with the approval of the Employer.
- 38:02** Base location for the purpose of travel status means an area twenty-four (24) kilometers or fifteen (15) miles around the employee's base location.
- 38:03** Meals - Eligibility for Claims
- Breakfast* - An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- (a) the employee is in travel status; or
  - (b) the employee has been travelling for more than one (1) hour on Employer business before the recognized time before the start of the employee's day's work.
- 38:04** Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern occur and the cost of luncheon may be claimed when:
- (a) the employee is in travel status; or
  - (b) the employee has been travelling on Employer business in excess of twenty-four (24) kilometres or fifteen (15) miles around the employee's base location.
- 38:05** The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.
- Dinner* - An employee may only claim for the cost of a dinner meal when:
- (a) the employee is in travel status; or

- (b) the employee has been travelling on Employer business and not expected to arrive back to the employee’s residence before 7:30 p.m. where a meal break is not taken.

Any extension of working hours at the normal place of work is covered under Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

**38:06** An employee who is eligible may claim the following meal allowances:

- (a) In all areas not covered by remoteness allowance:

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
	\$6.85	\$8.85	\$15.70
<b>Apr 1/12</b>	<b>\$7.35</b>	<b>\$9.35</b>	<b>\$16.20</b>
<b>Apr 1/13</b>	<b>\$7.85</b>	<b>\$9.85</b>	<b>\$16.70</b>

- (b) In areas covered by remoteness allowance

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
	\$7.35	\$9.35	\$16.90
<b>Apr 1/12</b>	<b>\$7.85</b>	<b>\$9.85</b>	<b>\$17.40</b>
<b>Apr 1/13</b>	<b>\$8.35</b>	<b>\$10.35</b>	<b>\$17.90</b>

Note: When the Province of Manitoba meal rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

**38:07** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

**38:08** Laundry

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on Employer

business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.

- (b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

**38:09** Parking

An employee may claim parking expenses as follows:

- (i) short-term parking, when the employee is away from the workplace; and
- (ii) overnight parking where it is not provided with accommodation.

**38:10** Special Emergencies

Where special circumstances arise, (Example: flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the authority of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Meals Expenses/Travel Allowances.

**38:11** Telephone and Business Communications

- (a) Charges for telephone calls and business communications necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or communicated with, and the city or town involved.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of five dollars (\$5.00) for each period of three (3) consecutive nights away from the employee's residence on business and overnight accommodation is involved.

**38:12** Travel Status - Return Home Over a Weekend

Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.

If travel is by vehicle, this cost should be evaluated at the per kilometre rate applicable for personal distance travelled for that vehicle.

**38:13** Accommodations

Employees travelling on Employer business are entitled to standard hotel room accommodation with a bath when available.

**38:14** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall be reasonable considering all relevant circumstances.

**38:15** Where no overnight accommodation is involved, only the appropriate individual expenses may be claimed.

**38:16** An employee who is in travel status may claim an incidentals allowance of five dollars (\$5.00) for each night.

The incidentals allowance covers reimbursement for all incidental expenses.

**Article 39 Qualification Pay**

**39:01** Medical Technologists are eligible to receive one of the following:

- (a) Medical Technologists who are Registered Radiological Technologists and have successfully completed and are required to utilize the Departmental Assistants Course in Laboratory Technology (LA) or are Registered Laboratory Technologists and have successfully completed and are required to utilize the Departmental Assistants Course in Radiography (XA) - \$65.00 per month (\$29.90 bi-weekly) pro-rated on an hourly basis; or
- (b) Medical Technologists who are both Registered Radiological Technologists and Registered Laboratory Technologists and are in a position requiring both registrations - \$105.00 per month (\$48.30 bi-weekly) pro-rated on an hourly basis.

**39:02** Medical Technologists who are Registered Radiological Technologists and have been trained for Computed Tomography and are required to utilize their C.T. training - \$65.00 per month (\$29.90 biweekly) pro-rated on an hourly basis.

**39:03** Medical Technologists who have successfully completed the Cardiology Technologists (EKG) Association examination and who are registered and in good standing with the aforesaid Association and are required to perform cardiographic examinations - \$50.00 per month (\$23.07 biweekly) pro-rated on an hourly basis.

**39:04** EKG Technologists who have achieved advanced certification - \$60.00 per month (\$27.69 biweekly) pro-rated on an hourly basis.

Medical Technologists who have achieved EKG advanced certification and are registered in good standing with the Cardiology Technologists (EKG) Association and are required to perform cardiographic examinations - \$60.00 per month (\$27.69 bi-weekly) pro-rated on an hourly basis.

Note: Existing Technologists and Sonographers employed on May 6, 2004 currently receiving qualification pay in excess of the provisions noted above shall continue to receive their current qualification pay for the duration of the employee's employment in a Diagnostic Services position, unless specifically negotiated at a later date.

#### **Article 40 Academic Allowance**

**40:01** The Employer shall pay the following non-cumulative amounts in addition to the salaries as per Schedule A, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a basic qualification for the position:

- Advanced Registered Technologist (A.R.T.) or Advanced Certification (A.C.) - \$100.00 per month (\$46.00 bi-weekly); pro-rated on an hourly basis;
- Bachelor of Science (B.Sc.) and Registered Technologist (R.T.) - \$100.00 per month (\$46.00 bi-weekly); pro-rated on an hourly basis;
- Masters Degree - \$150.00 per month (\$69.00 bi-weekly) pro-rated on an hourly basis;
- Licentiate or Fellowship - \$200.00 per month (\$92.00 bi-weekly); pro-rated on an hourly basis;
- Doctoral Degree - \$300.00 per month (\$140.00 bi-weekly) pro-rated on an hourly basis;

- B.Sc. and A.R.T. or B.Sc. and A.C. - \$200.00 per month (\$92.00 bi-weekly); pro-rated on an hourly basis;
- B.Sc. and L.C.S.M.L.S. or B.Sc. and F.C.A.M.R.T - \$250.00 per month (\$115.00 bi-weekly); pro-rated on an hourly basis.

Note: Notwithstanding the above, the Employer confirms that Academic Allowances not listed above currently paid to existing employees shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

### **Article 41 Contracting Out**

**41:01** It will not be considered contracting out should the Employer:

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

The Employer will provide all relevant information to the Union in a timely manner as it becomes available.

**41:02** In the event of devolution and transfer of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission, or other service provider, the Employer and the Union will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

Where the successorship provisions of the Labour Relations Act have been determined by the Manitoba Labour Board to apply, the provisions of this agreement shall continue in effect for the affected employees unless otherwise modified by the Manitoba Labour Board.

The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new collective agreement.

#### **Article 42 Term of Agreement**

- 42:01** Unless otherwise specified this Agreement and all its provisions shall be effective **April 1, 2010**.
- 42:02** (a) This Agreement shall be in full force and effect until **March 31, 2014**, and thereafter 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.
- (b) The Union agrees to give the Employer at least one (1) week's (7 days) written notice as to the intended time and date of strike action.
- (c) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the intended time and date of lockout.
- 42:03** The Agreement may be amended during its term by mutual agreement.
- 42:04** Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 42:05** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of ratification, **August 11, 2011**, of this Agreement unless otherwise specified.
- 42:06** 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 bargaining unit shall strike during the term of this Agreement.

- 42:07** Should there be retroactive wage and benefit adjustments, they shall be made payable within sixty (60) working days of the date of ratification. Such retroactive adjustments shall be paid on a separate deposit and applied as follows:
- (a) To full-time, part-time, temporary and casual employees who are covered by this Agreement.
  - (b) Upon written application, to employees who have resigned or retired.
  - (c) Upon written application, to the estate of deceased employees.

#### **Article 43 Telephone Consults**

- 43:01** When an employee is consulted by telephone outside of her regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- (a) An employee who has not completed her regular daily or biweekly hours of work shall be paid at her basic rate of pay for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
  - (b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
  - (c) For the purposes of calculation as per (a) and (b) above, time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- 43:02** Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

43:03 Telephone consultations may occur during a standby or non-standby period.

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## Appendix A

### Bi-weekly Remoteness Allowances

#### I. Parkland Region

Remoteness Allowance shall be paid subject to the following eligibility:

- A. Dependant Supporting or Non-dependant Supporting Status:  
Non-dependent supporting status will be assumed for all employees eligible for Remoteness Allowances, and claims for dependant supporting status will be subject to the following criteria and conditions:
1. The employee shall be supporting one or more dependents where a dependent includes:
    - Spouse living with and dependent on the employee for main and continuing support; this is presumed to be the wife in a marriage whether or not gainfully employed, unless satisfactory evidence is produced to the contrary;
    - Unmarried dependent children under 18 years of age;
    - Unmarried dependent children over 18 but under 21 years if in full time attendance at a school or university or similar educational institution;
    - Unmarried children of any age if mentally or physically disturbed.
  2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement must have been in existence for at least one year prior to the application for dependant's rate.
  3. A claim, with appropriate attestation, notarized where considered necessary, for payment of dependant's or single rate of allowances, will be submitted to the Employer when first requesting the allowance, and renewed annually thereafter prior to the fiscal year.
  4. Where both marital partners are employees of Diagnostic Services Of Manitoba, Inc. in any base location to which these regulations apply, the dependant supporting rate will be paid to the permanent employee or, if both are permanent, to one partner only. The other partner will not receive

either dependant supporting or non-dependant supporting rate of Remoteness Allowance.

Where specially requested by both employees in writing, the dependant's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

B. Hourly Rated Personnel:

(a) Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis i.e. 1/10<sup>th</sup> of the bi-weekly rate, up to a maximum amount for the bi-weekly period, for the following conditions:

1. For each day the employee is at work irrespective of the number of hours worked;
2. For each day that the employee is recognized as being a stand-by"; or
3. In order to qualify for the daily rate, an employee hired on an "if, as and when" basis, would be required to work one-half or greater of the normal working hours (i.e. 7.75 hours in any one day).

(b) Above will apply to all part-time employees on staff as of the date of signing of this Agreement. For all other part-time employees, remoteness allowances will be pro-rated based on the number of hours an employee works. Example: if an employee works fifty percent (50%) of the hours of a full time employee, the employee will receive fifty percent (50%) of the remoteness allowance.

C. Location and Residence:

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employee's headquarters. In any case where the employee does not have a residence established on a continuing basis in relation to his headquarters, the location of the employee's official

headquarters, as established by the employing authority, shall be considered the location for Remoteness Allowance.

D. Limitations:

The Remoteness Allowances for dependent supporting or non-dependent supporting employees as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in section B above for the hourly employees.

They are not payable during periods of absence without pay, nor payable at “time and one half” or other premium pay scales, nor included as part of regular weekly earnings in calculation of vacation wages on termination of employment.

E. Geographic Eligibility:

No location will be included for remoteness allowance that is two hundred and fifty (250) kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometres. No location having road access and situated south of the fifty-third (53<sup>rd</sup>) parallel of latitude will be included unless the criterion concerning off-highway access was met.

F. Bunk - Houses or Similar Accommodations:

1. In areas where a remoteness allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the remoteness allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, employees in the listed locations will receive the following:

Bisset	\$29.48	Island Lake	\$42.17
God's Lake Narrows	\$43.64	Norway House	\$36.34

2. Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis i.e. for a period of three (3) months or more, they shall receive in addition the twenty-five percent (25%) of the remoteness allowance applicable to that community.
3. The rates shall be based on the community closest to the location where accommodation is supplied.
4. Employees stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.
5. This section does not apply to employees who are eligible for Remoteness Allowance.
- G. **Travel Time:**  
A full time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

## **II. North Eastman, Interlake, Assiniboine, and Central Regions**

- A. **Bi-weekly Remoteness Allowance provisions do not currently apply within the North Eastman, Assiniboine, Interlake and Central Regions. In the event of changes in eligibility criterion and/or the addition of eligible geographical locations, the bi-weekly remoteness allowances shall be updated as per GEMA Agreement.**

### Biweekly Remoteness Allowances

LOCATION	Effective August 12, 2000		Effective March 24, 2001		Effective March 23, 2002	
	DEPENDENT	SINGLE	DEPENDENT	SINGLE	DEPENDENT	SINGLE
Berens River	\$204.90	\$117.47	\$209.61	\$120.17	\$214.43	\$122.94
Bissett	\$135.92	\$80.37	\$139.04	\$82.22	\$142.24	\$84.11
Bloodvein River	\$207.96	\$119.45	\$212.74	\$122.19	\$217.63	\$125.00
Brochet	\$244.76	\$140.93	\$250.39	\$144.17	\$256.15	\$147.49
Churchill	\$197.86	\$120.06	\$202.41	\$122.82	\$207.06	\$125.65
Cormorant	\$115.52	\$73.68	\$118.17	\$75.37	\$120.89	\$77.10
Cranberry Portage	\$98.98	\$62.37	\$101.25	\$63.81	\$103.58	\$65.27
Crane River	\$121.95	\$88.61	\$124.76	\$90.65	\$127.63	\$92.74
Cross Lake	\$220.30	\$127.35	\$225.37	\$130.28	\$230.55	\$133.28
Dauphin River (Anama Bay)	\$136.67	\$96.98	\$139.82	\$99.21	\$143.03	\$101.49
Easterville	\$101.07	\$63.81	\$103.40	\$65.28	\$105.78	\$66.78
Flin Flon	\$85.65	\$53.29	\$87.62	\$54.51	\$89.63	\$55.77
Gillam	\$176.01	\$106.50	\$180.06	\$108.95	\$184.20	\$111.46
God's Lake Narrows	\$242.77	\$139.57	\$248.35	\$142.15	\$254.06	\$146.06
God's River	\$245.91	\$141.71	\$251.56	\$144.97	\$257.35	\$148.30
Grand Rapids	\$98.26	\$60.75	\$100.52	\$62.14	\$102.83	\$63.57
Ilford	\$262.96	\$150.52	\$269.01	\$153.99	\$275.20	\$157.53
Island Lake/Garden Hill	\$226.18	\$129.19	\$231.38	\$132.17	\$236.70	\$135.21
Jen Peg	\$160.63	\$96.02	\$164.33	\$98.23	\$168.11	\$100.49
Lac Brochet	\$266.72	\$153.00	\$272.85	\$156.52	\$279.13	\$160.12
Leaf Rapids	\$135.86	\$84.32	\$138.99	\$86.25	\$142.19	\$88.24
Little Grand Rapids	\$217.98	\$123.61	\$222.99	\$126.45	\$228.12	\$129.36
Lynn Lake	\$140.30	\$84.95	\$143.53	\$86.90	\$146.83	\$88.90
Manigotagan	\$135.92	\$80.37	\$139.04	\$82.22	\$142.24	\$84.11
Matheson Island	\$138.57	\$98.27	\$141.75	\$100.53	\$145.01	\$102.84
Moose Lake	\$146.73	\$90.71	\$150.10	\$92.80	\$153.56	\$94.93
Negginan/Poplar Point	\$208.33	\$119.81	\$213.13	\$122.57	\$218.03	\$125.39
Nelson House	\$150.01	\$91.59	\$153.46	\$93.70	\$156.99	\$95.85
Norway House	\$195.97	\$112.05	\$200.47	\$114.63	\$205.08	\$117.26
Oxford House	\$238.13	\$136.23	\$243.61	\$139.37	\$249.21	\$142.57
Pikwitonie	\$192.12	\$115.06	\$196.54	\$117.70	\$201.06	\$120.41
Pukatawagan	\$158.31	\$97.24	\$161.95	\$99.47	\$165.68	\$101.76
Red Sucker Lake	\$241.51	\$138.51	\$247.06	\$141.70	\$252.75	\$144.96
St. Therese Point	\$226.18	\$129.19	\$231.38	\$132.17	\$236.70	\$135.21
Shamattawa	\$258.46	\$150.08	\$264.41	\$153.54	\$270.49	\$157.07
Sherridon	\$156.45	\$95.98	\$160.05	\$98.19	\$163.73	\$100.44
Snow Lake	\$117.54	\$73.06	\$120.25	\$74.74	\$123.01	\$76.46
Southern Indian Lake	\$248.94	\$143.59	\$254.66	\$146.89	\$260.52	\$150.27
Split Lake	\$259.00	\$147.83	\$264.96	\$151.23	\$271.05	\$154.71
Tadoule Lake	\$270.82	\$155.89	\$277.05	\$159.48	\$283.42	\$163.15
The Pas	\$80.39	\$49.12	\$82.24	\$50.25	\$84.13	\$51.41
Thicket Portage	\$191.70	\$114.77	\$196.11	\$117.41	\$200.62	\$120.11
Thompson	\$127.98	\$89.90	\$130.92	\$91.97	\$133.93	\$94.08
Wabowden	\$164.25	\$112.09	\$168.03	\$114.67	\$171.90	\$117.31
Waterhen	\$101.47	\$63.47	\$103.81	\$64.93	\$106.19	\$66.42
York Landing	\$261.26	\$152.17	\$267.27	\$155.67	\$273.42	\$159.25

**Appendix B**  
**Payment of Wages**

1. The daily rate of pay shall be calculated as follows:

Hourly rate of pay x number of hours worked in the day.

2. The bi-weekly salary shall be calculated as follows:

Hourly rate of pay x number of hours worked in a bi-weekly pay period

3. The annual salary shall be calculated as follows:

Bi-weekly rate of pay x 26.087

4. Calculations shall be rounded to the nearest 3 decimal points.

## **Appendix C**

The Employer and the Union agree that “Appendix C - Former Civil Service Employee Benefit Plans” is appended to the Agreement for information purposes only and as such the Grievance and Arbitration articles shall not apply.

### **Former Civil Service Employee Benefit Plans**

For full benefit coverage refer to [www.mgeu.mb.ca](http://www.mgeu.mb.ca) or call Blue Cross at 775-0131 or Toll Free at 1-800-873-2583.

### **DENTAL PLAN**

The parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) Effective the first of the month following the date of signing of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2006/2007 Manitoba Dental Association (MDA) Fee Guide;
- (b) All future MDA Fee Guides will be implemented effective January 1 of each respective year;
- (c) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) The annual maximum per claimant will be increased as follows:
  - (i) effective January 1, 2006 - one thousand and four hundred seventy five dollars (\$1,475);
- (e) the orthodontic lifetime maximum will be increased as follows:
  - (i) effective January 1, 2006 - one thousand and six hundred seventy five dollars (\$1,675);
- (f) All part-time employees will be eligible for:
  - (i) single coverage; or

- (ii) family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum.

### **VISION CARE PLAN**

The parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) effective the first of the month following the date of signing of the Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the January 1, 2003 Manitoba Association of Optometrists suggested Optometric or Ophthalmological Fee Guide;
- (b) all future Fee Guides will be implemented effective January 1 of each respective year;
- (c) changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family year coverage for part-time employees will also apply to the Vision Care Plan;
- (d) the maximum per claimant will be increased as follows:
  - (i) effective January 1, 2003 - two hundred dollars (\$200.00).

### **LONG TERM DISABILITY INCOME PLAN**

The parties agree that the government plan shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement. (As referenced in the Master Agreement)

### **AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN**

The parties agree that the government plan shall provide an employer paid Ambulance and Hospital Semi-Private Plan (A.H.S.P.) for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

### **DRUG PLAN**

1. The government agrees to implement a Drug Care plan effective October 1, 2001 as follows:

- (a) eligibility requirements for employees and dependents will be the same as the Dental Services Plan;
  - (b) co-insurance be based on 80% reimbursement;
  - (c) the maximum payment per contract (family) is six hundred and fifty dollars (\$650) per year, increasing to seven hundred (\$700) per year effective April 1, 2008.
2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan.
  3. The parties agree that the Drug coverage in the Employee Health Benefit Plan will terminate September 30, 2001. The parties will meet to determine how to deal with the resulting savings to that plan. Options could include adding coverage for additional services such as those proposed by the Union and/or reducing premiums.

#### **CIVIL SERVICE SUPERANNUATION PLAN**

The parties recognize the unique nature of the Civil Service Superannuation Fund, the Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees. The Superannuation Plan provides for input and consultation through the Liaison Committee (worker representatives) and the Advisory Committee (employer representatives). Within this context, the parties agree to develop a plan which would create a jointly trusted superannuation plan and to implement joint trusteeship arrangements at the earliest possible date. The plan must recognize the requirement for:

- (a) the involvement of other unions and employers in the Superannuation Plan;
- (b) legislative approval;
- (c) Government to retain the right to approve any changes to the Superannuation Plan involving additional Government expenditures.

#### **GROUP INSURANCE PLAN SURPLUS WITHDRAWAL**

The parties agree that the Province may transfer an amount of one percent (1%) of the 1999 payroll from the employer surplus in the Public Service Group Insurance Fund to the Province at such times and on such terms as the Province deems appropriate.

It is further agreed the provisions of the Memorandum of Agreement dated December 3, 1997, titled Benefit Plan Review and the Memorandum of Agreement dated August 7, 1997, titled Negotiations - May 20, 1997, have been fully satisfied.

**EXTENDED HEALTH PLAN**

The parties agree that the government plan shall provide an employee paid Extended Health Plan for eligible employees.

All future changes to benefit plans negotiated in the Civil Service shall be applicable to employees who are “grandfathered” to these plans. The Employers agree to notify the Union as soon as the Employer is made aware of any benefit changes.

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**Appendix D**  
**Base Location Summary**

Central Region	Assiniboine Region	North Eastman Region	Interlake Region
<ul style="list-style-type: none"> <li>• Portage General Hospital</li> <li>• Morris General Hospital</li> <li>• Carman General Hospital</li> <li>• Seven Regions Health Centre</li> <li>• Altona Community Memorial Health Centre</li> <li>• Lorne Memorial Hospital</li> <li>• Notre Dame Medical Nursing Unit</li> <li>• Boundary Trails Health Centre</li> <li>• St. Claude General Hospital</li> <li>• Pembina Manitou Health Centre</li> <li>• Emerson Hospital</li> <li>• McGregor Health Centre</li> <li>• Rock Lake Health Centre</li> </ul>	<ul style="list-style-type: none"> <li>• Birtle Health Centre</li> <li>• Carberry Health Centre</li> <li>• Erickson Health Centre</li> <li>• Hamiota Health Centre</li> <li>• Minnedosa Health Centre</li> <li>• Neepawa Health Centre</li> <li>• Riverdale Health Centre</li> <li>• Rossburn Health Centre</li> <li>• Russell Health Centre</li> <li>• Shoal Lake/Strathclair Health Centre</li> <li>• Baldur Health District</li> <li>• Boissevain Health Centre</li> <li>• Deloraine Health Centre</li> <li>• Glenboro Health Centre</li> <li>• Melita District Health Centre</li> <li>• Reston District Health Centre</li> <li>• Souris District Health Centre</li> <li>• Tiger Hills Health Centre</li> <li>• Virden District Hospital</li> <li>• Tri Lake Health Centre</li> <li>• Wawanesa and District Memorial Health Centre</li> </ul>	<ul style="list-style-type: none"> <li>• Beausejour District Health Centre</li> <li>• Kin Place Health Complex</li> <li>• Pine Falls Health Complex</li> <li>• Whitemouth District Health Centre</li> <li>• Winnipeg River Health District - Lac du Bonnet</li> <li>• Winnipeg River Health District - Pinawa Hospital</li> </ul>	<ul style="list-style-type: none"> <li>• Selkirk and District Hospital</li> <li>• Stonewall and District Health Centre</li> <li>• Teulon Hunter Memorial Health Centre</li> <li>• E.M. Crowe Health Centre</li> <li>• Lakeshore Hospital</li> <li>• Arborg and District Health Centre</li> <li>• Gimli Community Health Centre</li> </ul>
		Parkland Region	
		<ul style="list-style-type: none"> <li>• Dauphin Regional Health Centre</li> <li>• Roblin District Hospital</li> <li>• Grandview Health Centre</li> <li>• Swan Valley Health Facilities</li> <li>• Ste. Rose General Hospital</li> <li>• Winnipegosis and District Health Centre <ul style="list-style-type: none"> <li>• McCreary/Alonsa Health Centre</li> </ul> </li> </ul>	

\*\*Indicates non-devolved sites

## Appendix E

**Re: Guidelines for the Interpretation of Article 7:13 (Portability)**

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1. The onus is on the employee to advise her/his new Employer that there are benefits/seniority to port.
2. The provisions of Article 7.13 only apply where an employee terminates employment from one Employer and commences employment with another Employer. It does not apply to “merge” employment/benefits etc. from two or more Employers to one of those Employers.
3. In the instance where an employee is to commence casual employment with the sending Employer, the employee’s employment must be terminated (including a letter of resignation), following which the employee can be newly re-hired as a casual employee. Failure to terminate employment with the sending Employer shall eliminate the ability to port benefits.
4. Once notified of portability of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a “Portability Form” to the sending Employer. That Employer will complete the form as soon as possible and forward to the receiving Employer.
5. Portability applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the employee not obtain a permanent position in accordance with the new Employer’s collective agreement, all seniority and benefits shall terminate, unless she/he in turn obtains employment with another MGEU Employer where portability applies, and within the time lines specified.
6. Employment terminates with the sending Employer and commences with the receiving Employer, in order for portability to apply. Therefore, accrued vacation is paid out by the sending Employer; only the accrual rate is ported.

## Appendix F

Re: Article 19:03 2(d) and 19:05

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The following example is provided to assist with the application of Article 19:03 2.(d) and 19:05:

Calculations are based on the following values/assumptions:

Employee hourly rate - \$30.00

Weekly earnings - \$30.00 x 40 = \$1,200.00

Hours base – 2080 per annum

EI Maximum Amount - \$457.00 / week

Employee fulfills 50% of service requirement (total service requirement would be 2080 x .5 = 1040)

$$\frac{\$12,117}{1040} \times 520 = \$6,058.50$$

**Schedule A - Salary Scales**

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**Memorandum of Agreement No. 1**

*Between*

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Application of Overtime Rates for Call Back**

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The purpose of this Memorandum is to provide clarification on the interpretation and application of Article 11:05 for the payment of callback. Implementation of this memorandum to be effective the second full pay period following the final date of ratification (May 30, 2004).

For the purpose of this Memorandum, a calendar day is defined as the period of time between 0001 hours and the next succeeding 2400 hours. For the purpose of this Memorandum, a callback commencing before midnight and ending after midnight into the next calendar day shall be calculated as if the callback occurred entirely within the first calendar day.

1. **FULL TIME EMPLOYEES**

- (a) Multiple callbacks while on standby on a day other than a scheduled day off or a General Holiday - One and one-half times (1 ½ X) rate is payable. Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at one and one-half times (1 ½ X) rate. The employee is also paid one and one-half times

(1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2<sup>nd</sup> callback - Employee works two (2) hours.  
The employee is paid one (1) hour at one and one-half times (1 ½ X) rate for the first hour worked and two times (2X) rate for the second (2<sup>nd</sup>) hour worked. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) Callbacks on a scheduled day off (except when such days off are a General Holiday) - Two times (2X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two times (2X) rate for four (4) hours.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (c) Callbacks on a General Holiday - Two and one-half times ( $2\frac{1}{2}X$ ) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for four (4) hours.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

## 2. PART TIME EMPLOYEES

- (a) Multiple callbacks while on standby on a day other than a General Holiday - One and one-half times ( $1\frac{1}{2}X$ ) rate is payable. Two times ( $2X$ ) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at one and one-half times ( $1\frac{1}{2}X$ ) rate. The employee is also paid one and one half times ( $1\frac{1}{2}X$ ) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2<sup>nd</sup> callback - Employee works two (2) hours.  
The employee is paid one (1) hour at one and one-half times (1 ½ X) rate for the first hour worked and two times (2X) rate for the second (2<sup>nd</sup>) hour worked. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(b) NOTE: This provision applies only to callback while on standby on a day where a part-time employee is not scheduled to work a regular shift, but has worked full-time hours within the bi-weekly pay period. Two times (2X) rate is payable on all callback hours paid. For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two times (2X) rate for four (4) hours.

- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(c) Callbacks on a General Holiday - Two and one-half times (2 ½ X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two and one-half times ( $2\frac{1}{2} X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2} X$ ) rate for four (4) hours.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2} X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

### 3. CASUAL EMPLOYEES

- (a) Multiple callbacks while on standby on a day where the casual employee has worked the applicable full-time daily hours of work other than a General Holiday.

One and one-half times ( $1\frac{1}{2} x$ ) rate is payable. Two times ( $2X$ ) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at one and one-half times ( $1\frac{1}{2} X$ ) rate. The employee is also paid one and one-half times ( $1\frac{1}{2} X$ ) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2<sup>nd</sup> callback - Employee works two (2) hours.  
The employee is paid one (1) hour at one and one-half times (1 ½ X) rate for the first hour worked and two times (2X) rate for the second (2<sup>nd</sup>) hour worked. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3<sup>rd</sup>) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(b) NOTE: This provision applies only to callback while on standby on a day where a casual employee is not scheduled to work a regular shift, but has worked the applicable full-time hours within the bi-weekly pay period.

Two times (2X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two times (2X) rate for four (4) hours.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

## (d) Callbacks on a General Holiday

The employee is paid one and one-half ( $1\frac{1}{2}X$ ) rate until hours worked on the General Holiday reach the full-time daily hours of work.

## (i) Employee works a scheduled full shift on the General Holiday:

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for four (4) hours.
- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid two and one-half times ( $2\frac{1}{2}X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

## (ii) Employee has not worked a regular shift but is on standby:

For example, an employee is on standby and is called to report for duty five (5) times within the calendar day. Example based on full-time regular hours of eight (8) hours per day:

- 1<sup>st</sup> callback - Employee works one (1) hour.  
The employee is paid one and one-half times ( $1\frac{1}{2}X$ ) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 2<sup>nd</sup> callback - Employee works four (4) hours.  
The employee is paid one and one-half times ( $1\frac{1}{2}X$ ) rate for four (4) hours.

- 3<sup>rd</sup> callback - Employee works two (2) hours.  
The employee is paid one and one-half times (1 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 4<sup>th</sup> callback - Employee works two (2) hours.  
The employee is paid one and one-half times (1 ½ X) rate for one (1) hour. As the employee has now worked the full-time daily hours, the employee is paid two and one-half times (2 ½ X) rate for the remaining two (2) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.
- 5<sup>th</sup> callback - Employee works one (1) hour.  
The Employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (d) Multiple callbacks while on standby on a day where the employee has not worked the applicable full-time daily hours. - Straight time (1X) rate payable for not less than three (3) hours for each callback. Should the casual employee work in excess of the daily full-time hours of work, “a” above shall apply.

First example, an employee is on standby and is called to report for duty four (4) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1<sup>st</sup> callback - Employee works four (4) hours.  
The employee is paid four (4) hours at straight time (1X) rate.
- 2<sup>nd</sup> callback - Employee works for two (2) hours.  
The employee is paid three (3) hours at straight time (1X) rate, which satisfies the minimum guarantee of three (3) hours pay.

- 3<sup>rd</sup> callback - Employee works three (3) hours.  
The employee is paid two (2) hours at straight time (1X) rate and one (1) hour at one and one-half times (1 ½ X) rate, as the employee has now worked the full-time daily hours.
  
- 4<sup>th</sup> callback - Employee works five (5) hours.  
The employee is paid two (2) hours at one and one-half times (1 ½ X) rate and three (3) hours at two times (2X) rate.

Second example, an employee is on standby and is called to report for duty two (2) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1<sup>st</sup> callback - Employee works twelve (12) hours.  
The employee is paid eight (8) hours at straight time (1X) rate, three (3) hours at one and one-half times (1 ½ X) rate, and one (1) hour at two times (2X) rate.
  
- 2<sup>nd</sup> callback - Employee works two (2) hours.  
The employee is paid two (2) hours at two times (2X) rate and one (1) hour at one and one-half times (1 ½ X) rate, which satisfies the minimum guarantee of three (3) hours at overtime rates.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On Behalf of the M.G.E.U.*

\_\_\_\_\_  
*On Behalf of the Employer*

**Memorandum of Agreement No. 2**

**Between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Pension Contributions for Casual Call Back Hours**

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The parties agree that callback hours paid to casual employees at straight time rates are eligible for Healthcare Employees Pension Plan contributions subject to existing enrolment provisions. Within 14 calendar days of date of signing of the Memorandum of Settlement a letter will be sent by the Labour Relations Secretariat to all employers advising of this clarification. Employees on staff as of the date of ratification shall be eligible to request, in writing:

- 1) that they join the HEPP plan retroactively based on the Plan's normal enrolment criteria;
- 2) existing employees currently enrolled in the HEPP plan shall be allowed to make pension contribution on callback hours paid at straight time rates since their date of enrolment.
- 3) \*The Employer will match employee contributions in accordance with the HEPP contribution rates.

There will be a one (1) month (month to be determined) enrolment/notification period for employees to enroll in the pension plan and/or to indicate their decision to make pension contribution payment to the HEPP. HEPP will design the information package to be provided to this group of employees.

Specific details and content of the above-noted letter to employers will be subject to review with the Union prior to distribution.

\* HEPP to determine amount and rate of interest payable on retroactive contributions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On Behalf of the M.G.E.U.*

\_\_\_\_\_  
*On Behalf of the Employer*

**Memorandum of Agreement No. 3**  
**Between**  
**Diagnostic Services of Manitoba, Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Multi-Level Classifications**

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Where multi-level classifications exist, the Employer agrees to provide to the Union the class specification describing each level within the multi-level classification series. Such class specifications will be provided within one (1) year of date of ratification of the Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On Behalf of the M.G.E.U.*

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*On Behalf of the Employer*

**Memorandum of Agreement No. 4**  
**Between**  
**Diagnostic Services of Manitoba, Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Impact of Hours of Work Reductions on Pension Plan**

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Employees currently covered by HEPP and new employees hired after payroll transfer date for their former RHA and or DSM.

Whereas the Collective Agreement calls for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999.

And whereas, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work;  
Therefore, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from November 15, 1996 to April 29, 1999 shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On Behalf of the M.G.E.U.*

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*On Behalf of the Employer*

**Memorandum of Agreement No. 5**

**between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Manitoba Health Premiums**

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It is agreed that if Manitoba health premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on equitable sharing of the costs of the premiums.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On Behalf of the M.G.E.U.*

*On Behalf of the Employer*

**Memorandum of Agreement No. 6**

**between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Amnesty From Provincial Wage/Hours of Work Reduction Legislation**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in the Collective Agreement during the life of this Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On Behalf of the M.G.E.U.*

\_\_\_\_\_  
*On Behalf of the Employer*

**Memorandum of Agreement No. 7**

**between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Redeployment Principles**

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1. Purpose
  - 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Agreement.
  - 1.02 It is agreed by the parties that this Letter of Agreement shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
  - 1.03 All terms and conditions of Collective Agreements and personal policies and procedures of the receiving site shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Agreement.
  - 1.04 This Letter of Agreement governs the movement of laid off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
  - 1.05 For the purposes of this Letter of Agreement “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.

1.06 All particulars of job opportunities at receiving sites will be made available to the Unions as they become known to the above-mentioned Employers.

1.07 “Central Redeployment List” means a list of employees who have been laid off from a participating Employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating Employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between the Government of Canada, the Government of Manitoba, Labour Relations Secretariat, and Manitoba Council of Health Care Unions.

## 2. Seniority

2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

2.02 Employees without a Collective Agreement shall not have seniority rights.

2.03 Transfer of Seniority - The affected Employer(s) and affected Union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

## 3. Trial Period

3.01 Employees who move to a new bargaining unit/Employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending Employer.

4. New and Vacant Positions

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected Employers and affected bargaining units/Unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving site within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Redeployment List.  
If there are no applicants/no qualified applicants from the same region, the receiving site shall provide preferential consideration to qualified applicants from other regions who are on the Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) employees on the Central Redeployment List shall be listed in order of seniority (as per “sending” Collective Agreement[s]);
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating Employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee’s history only formally documented material contained in the employee’s personnel file will be considered;
- (e) receiving sites job description applies vis-à-vis qualification requirements;
- (f) once an employee has been permanently redeployed and has completed the trial period with a receiving Employer,

she shall relinquish any recall rights to her/his former Employer unless she is laid off from the receiving Employer. Should an employee be laid off from the receiving Employer, she will be placed back on the recall list with the sending Employer for the balance of time she would have been on the recall list. She will also have recall rights in accordance with the Collective Agreement of the receiving Employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending Employer and the original receiving Employer.

5. Transfer of Service/Merger/Amalgamation

5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected Employer(s) and Unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving site, to the extent that such positions are available.

6. Portability of Benefits

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving sites benefit plans, however, normal

waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments:

- (a) If range is identical, then placed step-on-step;
- (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

6.07 Upon hire of an employee from the Central Redeployment List, the receiving Employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending Employer under this Letter of Agreement.

7. Other Conditions

7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.

7.02 Salary and vacation earned to date to be paid out by sending Employer.

7.03 Banked time including overtime bank, stat bank, to be paid out by sending Employer.

8. Training

8.01 The parties agree that provisions for training will be dealt with by the Committee.

9. Admission of New Members

9.01 The parties hereby authorize the Committee to admit new signatories as participating Employers or participating Unions in such manner and upon such terms as the Committee in its

discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating Unions and participating Employers, effective the date of such admission.

10. Acceptance of Letter of Agreement

10.01 Signatories to this Letter of Agreement agree to accept this letter without amendment. Any subsequent amendment to the Letter of Agreement shall only be implemented if approved pursuant to Article 12.

11. Duration

11.01 This Letter of Agreement shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the parties signatory to this Letter of Agreement wishes to terminate its participation in this Letter of Agreement it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its Collective Agreement. Such termination shall not invalidate this Letter of Agreement as it affects the other signatories except for the specified Employer or bargaining agent that is party to the relevant and affected Collective Agreement.

12. Amendments

12.01 Amendments to this Letter of Agreement shall be effective if passed by the Committee after consultation with the signatories to the Letter of Agreement as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective Employer/labour caucus prior to a Committee vote being

conducted. If there are no concerns raised by signatories to the proposed amendment(s) the Committee shall be empowered to implement the amendment(s).

### 13. Appeal Panel

13:01 Should a dispute(s) arise between a participating Union(s) and a participating Employer(s) regarding the application, interpretation or alleged violation of this Letter of Agreement; the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from participating Employers who are not directly involved in the dispute.
- Two (2) persons from the participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Any dispute under the Letter of Agreement shall not be resolved by grievance or arbitration pursuant to the Collective Agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Agreement on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

Re: Casual Seniority

Previous experience of casuals will be considered in terms of applicability to the position applied for and provided equivalent qualifications are met, preferential consideration shall be given to the casuals who are on the casual roster as of this date, or who are currently occupying a term position and will be returning to the casual roster upon the expiry of the term, over applicants from the Central Redeployment List.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On Behalf of the M.G.E.U.*

\_\_\_\_\_  
*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 8**

**between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Educational Deferred Salary Leave Plan (Hereinafter Referred to as EDSLP)**

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The parties hereto agree that the following conditions shall apply to the implementation and operation of the EDSLP:

1. That the EDSLP will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the EDSLP shall be self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLP must comply in all respects with all Canada Revenue Agency (CRA) guidelines.
4. That the Union shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP which might result from the non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

### Terms of Reference of the EDSLP

#### Eligibility:

Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Union may apply for participation in the EDSLP following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSLP does not constitute a commitment being made by the Employer regarding future approval of a leave of absence.

#### The Plan:

The EDSLP is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

#### Contribution/Enrolment Form:

- (a) On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- (b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
- (c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.

- (d) The participant shall keep the Employer informed on an ongoing basis as to her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for her potential absence.

Leave of Absence

- (a) It is agreed between the Employer and the Union that, for the purpose of the EDSLP, the provisions of the Collective Agreement regarding application for leaves of absence exception that the employee shall make application for the LOA at least two (2) months prior to the first date of the participant's requested LOA.
- (b) Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program and the name of the institution offering the program.
- (c) Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
- (d) In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- (e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.

In the event that the participant's educational leave results in her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_

*On Behalf of the M.G.E.U.*

\_\_\_\_\_

*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 9**

**between**

**Diagnostic Services of Manitoba, Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Pension Plan (HEPP)**

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Applicable to employees currently covered by HEPP/HIEBP and new employees hired after payroll transfer date for their former RHA and or DSM.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On Behalf of the M.G.E.U.*

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*On Behalf of the Employer*

**Memorandum of Agreement No. 10**  
**between**  
**Diagnostic Services of Manitoba, Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Employment Security**

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The Employer is concerned with its employees' employment security, and the Union is concerned with its members' employment security, and within the Province of Manitoba health care reform continues to be explored, and there may be a need to examine the delivery of health care within the site, and there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Union in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where

reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the site. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.

6. In the event of #5 above occurring or in the event of the closure of a site, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also cooperate with other base locations within DSM, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

---

*On Behalf of the M.G.E.U.*

---

*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 11**  
**between**  
**Diagnostic Services of Manitoba, Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Representative Workforce**

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The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Develop strategic initiatives and programs that:
  - Foster mutual respect, trust, fairness, open communication and understanding;
  - Focus on recruiting, training and career development of Aboriginal workers;
  - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
  - Facilitate constructive race and cultural relations;
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_

*On Behalf of the M.G.E.U.*

\_\_\_\_\_

*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 12**  
**Between**  
**Diagnostics Services of Manitoba Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Applicable to Medical Technologists in Laboratory and Radiology  
Employed at Boundary Trails Health Centre**

---

The parties agree that where there exists a need for seven (7) day a week and evening shift coverage, the following scheduling provisions shall apply:

1. Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting. Requests for interchanges of posted shifts shall be made in accordance with the DSM policy.
2. Shift patterns shall be planned by the Employer in consultation with employee(s) concerned and shall, unless otherwise mutually agreed between the employee(s) concerned and the Employer observe the conditions listed hereinafter:
  - (i) A maximum of seven (7) consecutive days of work
  - (ii) A minimum of two (2) consecutive days off where reasonably possible.
  - (iii) Alternate weekends off shall be granted as often as reasonably possible with each employee receiving a minimum of every third weekend off.
  - (iv) Evening and weekend shifts will be divided as equitably as possible among employees.
3. Either party may terminate the terms of this memorandum of understanding on at least thirty (30) days written notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_

*On Behalf of the M.G.E.U.*

\_\_\_\_\_

*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 13**  
**between**  
**Diagnostic Services of Manitoba Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Applicable to Medical Technologists in Laboratory and Radiology  
Employed at the Selkirk & District General Hospital**

---

The parties agree that where there exists a need for seven (7) day a week shift coverage, the following scheduling provisions shall apply:

1. Shift schedules for a minimum of four (4) week period shall be posted at least two (2) Weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting. Requests for interchanges of posted shifts shall be made between the employees with the approval of Management.
2. Shift patterns shall be planned by the Employer in consultation with employee(s) concerned and shall unless otherwise mutually agreed between the employee(s) concerned and the Employer observe the conditions listed hereinafter:
  - (i) A maximum of seven (7) consecutive days of work.
  - (ii) A minimum of two (2) consecutive days off except where operational requirements do not permit. This does not preclude the employee to make alternative arrangement with the approval of the Employer.
  - (iii) Alternate weekends off shall be granted except where operational requirement do not permit, with each employee receiving a minimum of every third weekend off.
  - (iii) Weekend shifts will be divided as equitably as possible among employees.
3. Either party may terminate the terms of this memorandum of understanding on at least thirty (30) days written notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_

*On Behalf of the M.G.E.U.*

*On Behalf of the Employer*

DRAFT

**Memorandum of Agreement No. 14**  
**Supplementary to the Collective Agreement**  
between  
**Diagnostic Services of Manitoba Inc.**  
and  
**The Manitoba Government and General Employees' Union**

**Re: 12 Hour Shifts Selkirk & District General Hospital Laboratory**

---

The parties hereby agree to vary the hours of work for certain full-time Laboratory staff at the Selkirk & District General Hospital site to accommodate a twelve (12) hour and a modified twelve (12) hour shift schedule for the purpose of ensure enhanced patient service.

Additionally, the parties agree that the resulting twelve (12) hour and a modified twelve (12) hour shift schedules shall neither increase nor decrease the benefit entitlements currently provided to full-time employees on the basis of the hours of work specified in Article 8:01 of the Collective Agreement.

1. All terms and conditions of the current Collective Agreement not specifically referenced in this Memorandum of Agreement shall continue to apply to full-time employees working the twelve (12) hour and a modified twelve (12) hour shift schedules.
2. A twelve (12) hour shift for employees assigned to the twelve (12) hour and a modified twelve (12) hour shift schedules will be 12.25 hours duration and shall consist of 11.625 paid hours.
3. For identification purposes, the shift in which the majority of the hours scheduled occurs between 08:00 and 20:15 shall be designated as the DAY shift and the shift in which the majority of the hours scheduled occurs between 20:00 and 08:15 shall be designated as the NIGHT shift. For the purposes of Article 16:01 the actual day of the week that the shift is deemed to have been scheduled and worked shall be determined on the basis of the majority of the hours scheduled falling on that particular day.

4. There shall be twenty (20) regular shifts in each six (6) consecutive week period for the twelve (12) hour shift schedule, and a combination of twelve (12) hour shifts and regular shifts, as defined in Article 8:01(a), in each six (6) consecutive week period for the modified twelve (12) hour shift schedule, so that the total hours of work over the six (6) consecutive week period equals 232.5 hours.
5. Notwithstanding the provisions of Article 9:02, an employee assigned to the modified twelve (12) hour shift schedule may, on the basis of operational necessity, have their posted shift rotation and/or scheduled daily hours of work changed by the Employer in order to address exigencies of service. In such instances the employee will not be entitled to overtime payment unless the daily hours of work exceed 11.625 paid hours or the total hours of work in each consecutive six (6) week period exceeds 232.5 paid hours. Where seven (7) calendar days notice of such shift change is not provided, the provisions of Article 9:07 shall be applicable.
6. Each twelve (12) hour shift shall be inclusive of two twenty (20) minute rest periods as specified in Article 8:01 of the current Collective Agreement. Meal period(s) shall be taken as duty requirements permit and shall consist of sixty (60) minutes in total per shift of which 37.5 minutes shall be unpaid and 22.5 minutes shall be paid.
7. Overtime shall be authorized time worked in excess of the scheduled hours as defined in Item #3 above.
8. Evening shift premium, night shift premium and weekend premium shall be paid in accordance with the provisions of Article 12:02 and 12:03 and shall be paid only for the regular hours worked that fall within the defined time frames for each respective premium. For clarification purposes, the evening shift premium shall be paid for each regular hour worked between 16:00 and the following 24:00; night shift premium shall be paid for each regular hour worked between 24:00 and the following 08:00; weekend premium shall be paid for each regular hour worked between 00:01 Saturday and 24:00 on the following Sunday.

9. The vacation entitlement provided in accordance with Article 13:03 shall be converted to hours for the purpose of determining and scheduling an employee's paid vacation under the twelve (12) hour shift.
10. The accrual of income protection credits as provided in Article 14:02 shall be converted to hours for the purpose of determining the allocation between credits earned for personal use and those earned for personal or family illness use. Actual deductions from accumulated income protection credits shall be on an hour for hour basis. In accordance with Article 14:09, an employee may utilize up to 38.75 hours of accumulated family income protection credits per calendar year for the purpose of providing care in the event of an illness of a spouse, child or parent of the employee.
11. Bereavement leave provided in accordance with Article 15:01 shall not exceed thirty-one (31) hours leave without loss of pay. Additional time off by reason of travel as provided in Article 15:02 shall not exceed fifteen and one-half (15½) hours.
12. Notwithstanding the provisions of Article 16:05, an employee scheduled and required to work all or the majority of their scheduled hours on a General Holiday shall be paid time and one-half (1½) for all regular hours so worked and in addition shall receive an alternate seven and three-quarters (7¾) hours compensating time off with pay to be taken at a time mutually convenient to DSM and the employee. If said compensating time off cannot be mutually arranged, the employee shall be entitled to payment for said hours at straight time rates.
13. Notwithstanding the provisions of Article 16:09(a), and employee shall be allowed to bank up to forty-six and one-half (46½) hours in lieu of general holidays for future use at a time mutually convenient to DSM and the employee.
14. For the purpose of this Memorandum of Agreement, the provisions of Article 9:05 shall not be applicable.

15. Notwithstanding the provisions of Article 22:09 and Article 2:15(f), a part-time employee currently working the standard hours of work as set forth in Article 8:01, who accepts and works a twelve (12) hour shift in accordance with Article 22:10, or a casual employee who accepts and works a twelve (12) hour shift, shall not be entitled to overtime rates unless the daily hours worked on that shift exceed 11.625 hours, or the bi-weekly hours worked in that pay period exceed seventy-seven and one-half (77½) hours.

16. For the purpose of this Memorandum of Agreement, the provisions of Article 24:04 four (4) days shall be considered to equal thirty-one (31) hours.

17. Upon a minimum of sixty (60) days written notice, either DSM or MGEU may terminate the Memorandum of Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*For the M.G.E.U.*

*For Diagnostic Services of Manitoba Inc.*

**Memorandum of Agreement No. 15**

**between**

**Diagnostic Services of Manitoba Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Emergency Disaster and Fire Plans**

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- (a) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union.
- (b) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 10 shall apply to overtime hours worked.
- (c) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 10.

This Memorandum of Agreement will not supercede any other Multi-Union/Multi-Employer agreements relating to Emergency or Disaster response.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*For the M.G.E.U.*

\_\_\_\_\_  
*For the Employer*

DRAFT

**Memorandum of Agreement No. 16**

**between**

**Diagnostic Services of Manitoba Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: (i) Assignment of Overtime**

**(ii) Assignment of Standby**

---

**At the request of either party the process for assigning overtime and standby will be placed on the agenda of the Union Management Advisory Committee in accordance with Article 30.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*For the M.G.E.U.*

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*For the Employer*

**Memorandum of Agreement No. 17**

**between**

**Diagnostic Services of Manitoba Inc.**

**and**

**The Manitoba Government and General Employees' Union**

**Technical/Professional**

**Re: Caseload Sizes and Workload Measures**

---

It is recognized that, in some areas, the manageability of workload may be of concern to a group of employees, the Union and the Employer.

In situations where both the Union and the Employer are in agreement that discussion may be beneficial to resolving workload concerns the two parties agree to discuss possible areas of concern and options for consideration to try to resolve these concerns.

By mutual agreement, the Union and the Employer may include employee representatives in these discussions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*For the M.G.E.U.*

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*For the Employer*

**Memorandum of Agreement No. 18**  
**between**  
**Diagnostic Services of Manitoba Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Increase of EFT**

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Notwithstanding Article 7, the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- (a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employee shall indicate the maximum EFT to which they wish to increase.

Subject to (i) the Employer will at least once annually provide the opportunity for part-time employees to submit a request in writing for consideration to increase their EFT.

- (b) An employee may increase her EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer in consultation with the Union shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 9. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).

- (d) A part-time employee shall not be permitted to increase her EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provisions of Article 9 and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.
- (i) For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31<sup>st</sup> annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*For the M.G.E.U.*

\_\_\_\_\_  
*For the Employer*

**Memorandum of Agreement No. 19**  
**between**  
**Diagnostic Services of Manitoba Inc.**  
**and**  
**The Manitoba Government and General Employees' Union**  
**Technical/Professional**

**Re: Weekend Worker**

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Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) An employee working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days of the weekend as well as shifts during the week. Article 9:05(v) shall not apply to weekend workers.
- (d) Weekend Worker positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) An employee replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at her Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.

(h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.

Schedule "A" Salaries for Weekend Worker positions shall be fifteen (15%) percent higher than the prevailing rate for that occupational classification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On behalf of Manitoba Government and  
General Employees' Union*

\_\_\_\_\_  
*On behalf of the Employer*

**Memorandum of Agreement No. 20**

Between

**Diagnostic Services of Manitoba, Inc.**

and

**The Manitoba Government and General Employees' Union  
Technical/Professional**

**Re: Application of Seniority – One Collective Agreement**

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The parties agree to the application of seniority in principle under the single provincial collective agreement as follows:

1. Seniority in principle shall apply to Vacancies, Promotion, Transfer, Layoff and Recall in priority order:
  1. Region
  2. Province (excluding Layoff and Recall)
2. A Diagnostic Services of Manitoba, Inc. (DSM) Region is defined as the geographic area covered by the current Regional Health Authority/Association (RHA) and as formerly covered by the collective agreements between the Manitoba Government and General Employees Union (MGEU) and the respective RHA. The applicable DSM Regions are as follows:
  - North Eastman Region
  - Interlake Region
  - Assiniboine Region
  - Central Region
  - Parkland Region
3. Province is defined as all the Regions above where Technical/Professional employees are represented by the DSM/MGEU Technical/Professional Collective Agreement.

4. The application and administration of Job Postings shall be to post vacancies at the Region (and Base Location) where the vacancy exists, and at the discretion of the Employer, on a Provincial (DSM) system basis.
5. Vacancies posted on a Provincial (DSM) system basis will be posted in the applicable DSM Region in accordance with Article 7:01, and posted on the DSM website simultaneously.
6. The consideration of seniority pursuant to Article 7:03, in order of priority shall be as follows:
  - i) DSM employees having MGEU full-time/part-time Region seniority in the Region where the vacancy is posted;
  - ii) DSM employees with MGEU full-time/part-time seniority from another Region,
  - iii) DSM employees having MGEU casual seniority in the Region where the vacancy is posted; and,
  - iv) DSM employees with MGEU casual seniority from another Region.
7. The application of Article 7:09 (Trial Period) shall be applied within the applicable DSM Region only, where the vacancy is posted. At the discretion of the Employer, the provisions of Article 7:09 may be extended for application on a Provincial basis. In this instance, should the successful candidate to a posted vacancy be appointed from another DSM Region and the provisions of Article 7:09 are applied, the employee shall be returned to her former DSM Region. If a Provincial trial period is applied; the Employer shall indicate this provision on the Job Posting.
8. The application of Article 2:13 (Term Positions) shall be applied within the applicable DSM Region only, where the vacancy is posted. At the discretion of the Employer, the provisions of Article 2:13 may be extended for application on a Provincial basis. In this instance, should the successful candidate to a posted term position vacancy be appointed from another DSM Region, the employee shall be returned to her former position in her former DSM Region. If a Provincial term position vacancy is posted, the Employer shall indicate this provision on the Job Posting.

**9. In accordance with Article 2:15 of the collective agreement, this memorandum shall not apply to casual employees, except as noted above and as provided for in Article 2:15 (1).**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On behalf of M.G.E.U.*

\_\_\_\_\_  
*On behalf of Employer*

DRAFT

**Memorandum of Agreement No. 21**

Between

**Diagnostic Services of Manitoba, Inc. (DSM)**

and

**The Manitoba Government and General Employees' Union (MGEU)  
Technical/Professional**

**Re: Churchill Regional Health Association / Diagnostics  
Technical/Professional Employees – One Collective Agreement**

---

The parties agree to meet to discuss and decide upon the terms and conditions of transferring the Churchill employees to the DSM/MGEU Technical/Professional Agreement with an effective transfer date as at the expiry of the Churchill Regional Health Association/MGEU Collective Agreement (March 31, 2012).

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On Behalf of the M.G.E.U.*

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*On Behalf of the Employer*

**Memorandum of Agreement No. 22**  
Between  
**Diagnostic Services of Manitoba, Inc. (DSM)**  
and  
**The Manitoba Government and General Employees' Union (MGEU)**  
**Technical/Professional**

**Re: Applicable to Medical Technologist in Laboratory and Radiology**  
**Employed at the Dauphin General Hospital**

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Content of Memorandum being developed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*On Behalf of the M.G.E.U.*

\_\_\_\_\_  
*On Behalf of the Employer*

**DRAFT**

**Letter of Intent**

Between

**Diagnostic Services of Manitoba, Inc. (DSM)**

and

**The Manitoba Government and General Employees' Union (MGEU)  
Technical/Professional****Re: Agreement for the Transfer of the Classification of Laboratory Assistant from the DSM/MGEU Facility Support Collective Agreements to the DSM/MGEU Technical /Professional Collective Agreement**

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**WHEREAS** MGEU and DSM have agreed that employees employed in the classification of Laboratory Assistant (hereinafter referred to as the "LA's") presently within the MGEU Facility Support bargaining unit, will be transferred to and form part of the bargaining unit known as the DSM/MGEU Technical/Professional bargaining unit.

**AND WHEREAS** MGEU and DSM have agreed upon certain terms and provisions of employment that will apply to the LA's when they become part of the DSM/MGEU Technical/Professional bargaining unit.

**AND WHEREAS** the intent of this Letter of Intent is to define those terms and conditions of employment that will apply to the LA's when they become part of the DSM/MGEU Technical Professional bargaining unit.

**THEREFORE** the parties agree as follows:

1. **Collective Agreement Application** – As of April 1, 2012, the LA's shall be covered by the terms of the Collective Agreement in place for DSM/MGEU Technical/Professional employees, except as otherwise provided herein, and classified as Medical Laboratory Assistants.
2. **Benefits** – All benefits accumulated by the LA's prior to the effective date shall be recognized by DSM. There shall be no retroactive application of benefits as a result of being incorporated into the DSM/MGEU Technical/Professional collective agreement.

3. **Seniority** – All seniority hours accumulated by the LA’s prior to April 1, 2012, shall be recognized by MGEU and DSM. Effective April 1, 2012, future seniority accumulation shall be in accordance with the DSM/MGEU Technical/Professional Collective Agreement.
4. **Salary** – The parties agree that effective April 1, 2012, step placement of employees shall be as follows:

Lab Assistant – Untrained

- All employees hired between April 1, 2010 and March 31, 2012 shall be placed at Step 1 of the Medical Lab Assistant (MLA) scale.
- All remaining employees shall be placed at Step 2.

Lab Assistant – Trained

- All employees hired between April 1, 2010 and March 31, 2012 shall be placed at Step 1 of the Medical Lab Assistant (MLA) scale.
- Employees who are at the maximum (Step 6) will be placed at Step 4.
- All remaining employees shall be placed at Step 2.

Other Employees

- Current “Red Circled” or “Green Circled” employees will be placed at Step 4.

March 31, 2012 – Medical Lab Assistant

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
17.985	18.524	19.079	19.653	20.228	20.848	21.476

April 1, 2012 – Medical Lab Assistant (2.75% GWT)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
18.480	19.033	19.604	20.193	20.784	21.421	22.067

5. The list of affected employees is hereto attached as Schedule "A" of this Memorandum.

This Letter of Intent is entered into on a without precedent or prejudice basis by all of the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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*On behalf of M.G.E.U.*

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*On behalf of D.S.M.*

DRAFT

**IN WITNESS WHEREOF**, Randy Dallinger, Diagnostic Services of Manitoba Inc. set his hand for and on behalf of Diagnostic Services of Manitoba and Greg Mendro, of the Manitoba Government and General Employees' Union, has hereunto set his hand for and on behalf of the Manitoba Government and General Employees' Union.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
*Manitoba Government and  
General Employees' Union*

\_\_\_\_\_  
*Director, Human Resources DSM*

\_\_\_\_\_  
*Lorie Hebert  
Technical Professional Paramedical  
Component*

\_\_\_\_\_  
*D. Earl Slimmon  
DSM Regional Diagnostic Manager*

\_\_\_\_\_  
*Robert Stonebridge  
Technical Professional Paramedical  
Component*