

Collective Agreement

between

The Main Street Project Incorporated
(hereinafter referred to as the “Employer”)

and

The Manitoba Government and General Employees’ Union
(hereinafter referred to as the “Union”)

April 1, 2008 to March 31, 2012

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Preamble

The purpose of the Collective Agreement between the Union and the Employer, is to establish and maintain rates of pay; hours of work; other working conditions and conditions of employment and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussion, meaningful consultation and negotiations.

It is acknowledged that the operation of the Main Street Project is dependant on funding from a variety of public sector and charitable sources, and that as a non-profit organization these issues must be taken into account in any comparison with other Employers.

Article 1 - Definitions

- 1:01** “Employee” means a person employed in a position in the bargaining unit and includes the following:
- (a) “Full-time” employee means an employee who on a regular and recurring basis works the full prescribed hours of work specified in Article 21.
 - (b) “Part-time” employee means an employee who on a regular and recurring basis works less than the full prescribed hours of work specified in Article 21.
 - (c) “Probationary Employee”, for full-time employees the period from the date of last employment to the completion of three (3) calendar months of service will constitute an employee’s probationary period. The probationary period may be extended for an additional period of three (3) months. The probationary period shall not exceed six (6) months total. For part-time employees the period of time from the date of last employment to the completion of the accumulation of four hundred and eighty (480) hours or five (5) calendar months of service, whichever comes first, will constitute an employees’ probationary period. The probationary period may be extended for an equivalent amount of time. The terms of this Agreement shall apply to the probationary employee except that such employee may

be terminated by the Employer without having recourse to the grievance procedure.

- 1:02** “Relief Worker” means a person called occasionally by the Employer to supplement regular staff coverage or to replace an absent employee. The terms of this Agreement shall not apply to the relief worker, **except as is specified in Appendix “B”**.
- 1:03** “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant from a third party for training/and or make work projects. The terms of this Agreement shall not apply to the grant employee. Grant employees shall not be used to displace existing bargaining unit employees.
- 1:04** “Union” means the Manitoba Government and General Employees’ Union.
- 1:05** “Authorized Overtime” means overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”
- 1:06** “Promotion” means a change of employment from one position to another having a higher maximum salary.
- 1:07** “Transfer” means the removal of an employee from a position and appointing him to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- 1:08** “Layoff” means to remove from a position of employment with the Project due to shortage of work or shortage of funds, subject to the employee retaining such rights as set out under this Agreement.
- 1:09** “Annual Increment” means an increase in the rate of pay of an employee, within the employee’s pay range, which may be granted in recognition of satisfactory service in accordance with 24:03.
- 1:10** Wherever the feminine pronoun or singular form is used in this Agreement it may be deemed to mean the masculine pronoun or plural form where the context so requires.

- 1:11** Whenever the word “spouse” is used in the collective agreement or the benefit plans contained therein, it shall include same sex partners.

Article 2 - Recognition and Scope of Bargaining Unit

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees except the Executive Director, Maintenance Supervisor, **Program Managers**, Accountant, **Director of Human Resources** and Administrative Coordinator.

Classifications may be added to or deleted from the exclusion listing above by mutual agreement between the parties. Where agreement cannot be reached the matter shall be referred to the Manitoba Labour Board by either party.

Where new classifications are to be introduced, the Employer agrees to enter into negotiations with the Union for the purpose of establishing appropriate salary schedules. Where agreement cannot be reached on an appropriate salary, the matter shall be referred to arbitration in accordance with Article 7.

- 2:02** Benefits for part-time employees shall be pro-rated on the basis of hours worked unless otherwise specified.

Article 3 - Notice to Commence Collective Bargaining Revision and Renewal

- 3:01** Not more than ninety (90) days and not less than thirty (30) calendar days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement.
- 3:02** When a party to this Agreement has given notice under 3:01 above, to the other party of this Agreement, the parties shall, within thirty (30) calendar days commencing from and including the first day after the day of receipt of the notice, meet to exchange proposals and commence to bargain

collectively, and make every reasonable effort to conclude a renewal or a revision and renewal of the Collective Agreement or a new Collective Agreement. Such time limit may be extended with mutual agreement.

Article 4 - Membership and Union Security

- 4:01** The Employer agrees to deduct from each employee, the amount of regular bi-weekly dues payable to the Union and remit same within fifteen (15) days following the end of the month in which the dues were deducted to the Union, 601-275 Broadway, Winnipeg, Manitoba. Full dues shall be deducted from new employees on the first pay period following initial date of hiring by the Employer.
- 4:02** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made, however, such change shall not be made more frequently than once in a twelve (12) month period.
- 4:03** **The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions, except for any claim or liability arising out of an error on the part of the Employer.**

Article 5 - Union Business

- 5:01** Leave of absence to attend to Union business shall be granted to employees based on the following conditions:
- (a) Requests for such leave shall be made in writing by the Union with at least **fourteen (14) calendar** days advance notice and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the **fourteen (14) calendar** days notice the request shall be considered and not unreasonably denied.
 - (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be

submitted to the employee's immediate supervisor for approval by the Executive Director **or designate**.

- (c) Where such leave of absence has been granted by the Employer under sub-section (a), the Union shall reimburse the Employer one hundred **and fifteen** percent (**115%**) of the wages paid to such employees during the approved absence.
- (d) Grievors and their representatives shall suffer no loss of regular pay when meeting with the Employer for the purpose of processing grievances.
- (e) Unless otherwise specified in this Agreement, employees shall not conduct Union business during their working time.
- (f) Leaves of absence for Union business shall not be unreasonably requested nor unreasonably denied.
- (g) **The Union shall provide the Employer with a current list of local table officers, stewards and assigned staff representative and to notify the Employer of any subsequent changes in Union representation.**

5:02 When a new employee is hired, the Union shall be notified and provided with no less than fifteen (15) minutes during normal working hours to meet with the new employee for the purpose of acquainting him with the Union.

5:03 The Employer agrees to make a bulletin board available at each of its work locations for the use of the Union, in a place which is accessible to Union members for the purpose of posting notices and material of interest.

Posted materials shall not contain anything that is adverse to the interests of the Employer.

Article 6 - Management Rights

6:01 The Union recognizes the sole and executive right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain

efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote; the right to determine job content and the number of employees in a unit; the right to demote, discipline, suspend, layoff and discharge for cause; the right to make, alter and enforce reasonable rules and regulations and the right to sub-contract work as required.

6:02 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 7 - Grievance Procedure and Arbitration Procedure

7:01 (i) “Representative” means the following:

- (a) Staff member of the Union,
- (b) Union Steward,
- (c) officer of the Local,
as last indicated by the Union in writing to the Employer.

(ii) “Grievance” means a dispute submitted in writing, between the Union, an employee, or a group of employees and the Employer regarding the application, interpretation or alleged violation of this Agreement.

7:02 Prior to the submission of a written grievance an effort shall be made to resolve the dispute through discussion between the employee and his immediate supervisor outside the bargaining unit. The employee, if he desires, may be accompanied by a representative of his choice.

7:03 Step One - Discussion Stage

Within fourteen (14) calendar days of the occurrence of the grievance, the grievor shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit. If the conduct of the immediate supervisor is the subject of the grievance, the grievor shall proceed to Step Two by submitting the grievance to the Executive Director or her designate.

7:04 **Step Two**

If the grievance is not resolved at Step One within ten (10) calendar days following submission, the Union may within the ensuing ten (10) calendar days submit the grievance to the Executive Director. The Executive Director shall, within ten (10) calendar days after receipt of the grievance, render a decision.

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

7:05 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the Union.

7:06 Where the decision of the Executive Director is unsatisfactory to the grievor or the Union, the grievance may, within ten (10) calendar days from the date the reply was received from the Executive Director, be referred to an Arbitration Board and proceeded with in the following manner:

- (i) The Union shall, in writing to the Executive Director of the Employer, state that the matter in dispute is to be proceeded with to Arbitration and also in the letter state the name of the Union's appointee to the Arbitration Board.
- (ii) Within ten (10) calendar days of receipt of the letter as provided in (i) above, the Employer shall notify the Union in writing of the Employer's appointee to the Arbitration Board.
- (iii) Within ten (10) calendar days of receipt of the letter as provided in (ii) above, the two appointees shall select a third member who shall be the Chairperson of the Arbitration Board and shall without delay, notify the Union and the Employer of the name of the Chairperson.
- (iv) If, in the event either party fails to appoint an appointee, or if the two appointees fail to agree upon a third member within the applicable time limits, at the written request of either party, the appointment(s) shall be made by the Minister of Labour, Province of Manitoba.

- (v) The Arbitration Board or Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or modify or amend any portion of this agreement.
- (vi) Without undue delay, following the appointment of the Chairman, the Board shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted.
- (vii) Without undue delay the Board shall render its decision and reasons in writing to the Union and the Employer.
- (viii) The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision the decision of the Chairman shall be the decision of the Board.
- (ix) Each party shall bear the expenses of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board.

7:07 Nothing herein shall prohibit the parties from agreeing on a single arbitrator within the time requirement of 7:06 (ii). If the parties so agree, the provisions of this Article relating to an arbitration board shall apply, “mutatis mutandis”, to the single arbitrator.

Article 8 - Harassment and Non-Discrimination

8:01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment.

The definition of harassment shall consist of the definition contained in the Human Rights Code.

The Employer shall implement and maintain a Respectful Workplace Policy. A copy of the policy shall be provided to all Employees.

8:02 The parties agree that there shall be no discrimination based on:

- Ancestry, including colour and perceived race
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the union

8:03 The parties agree that there shall be no form of harassment 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. The Employer, the Union and the employee(s) shall treat situations involving harassment in a confidential manner.

Article 9 - Discipline

9:01 No employee shall be discharged, suspended or otherwise disciplined without just cause.

9:02 In instances where the Employer determines that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may choose to be accompanied by a Union representative.

9:03 If the action referred to in the above clause results in a written warning, suspension, or dismissal, the Employer shall notify the employee in writing of the action taken and the reasons, either by registered mail or personal service.

Article 10 - Abandonment of Position

- 10:01** Where an employee is absent from work without leave for **three (3)** consecutive working days without a valid and acceptable reason, he shall be deemed to have terminated employment on the last day on which he was present at work and performed his regular duties.

Article 11 - Employee Files

- 11:01** An employee shall be given the opportunity to examine any document expressing dissatisfaction with his performance or conduct which is placed in his file, and his reply to any such document shall also be placed in his file. An employee shall be required to sign a receipt indicating that he has seen or been given copies of evaluations, warnings or other such documents relating to his performance and conduct.
- 11:02** **Upon written request and at a mutually agreeable time at the site of employment within 10 days of making a request,** an employee, accompanied by a Union Representative, if he so elects, may examine his **employee file. An employee shall have the right to make copies of any documents contained in his employee file.**
- 11:03** An employee shall have the right to request the removal and destruction of any documents pertaining to disciplinary action contained in the employee's personnel file after two (2) years from the date such action was taken. Such request shall be made in writing. Provided there has been no re-occurrence of the same or similar nature, the Employer agrees to consider the request and will render a decision in writing within thirty (30) days from the date the request was made. This provision is not applicable to Performance Appraisals.

Article 12 - Seniority

- 12:01** Seniority means the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. For the purpose of calculation, seniority shall accumulate based upon total regular hours paid to an employee since the last date of employment.

12:02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total regular hours paid. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

12:03 No employee shall be transferred to a position outside the bargaining unit without his consent.

12:04 Seniority shall include:

- (a) Total regular paid hours.
- (b) Paid leave of absence.
- (c) Paid income protection.
- (d) Unpaid leave of absence up to four (4) weeks.

12:05 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 once recalled as per Article 13;
- (d) is laid off for more than twenty four (24) months;
- (e) fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, 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;
- (g) is absent for **three (3)** consecutive work days and does not provide the Employer with an acceptable explanation.

12:06 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks except those referenced in 12:06 (e);
- (e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or 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;
- (f) is on parenting leave;
- (g) is assigned to temporarily relieve or replace an employee in an out of scope position;
- (h) is on an educational leave of absence up to two (2) years.

12:07 Seniority will be retained but will not accrue if an employee:

- (a) is on any unpaid leave of absence in excess of four (4) consecutive weeks; except those referenced in Article 12:07 (b);
- (b) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out of scope position;
- (e) is in a term in an out of scope position;
- (f) is on an educational leave of absence in excess of two (2) years.

Article 13 - Layoff and Recall

- 13:01** In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification provided that the employees retained are qualified to perform the work to be done.
- 13:02** If layoff is necessary, the Employer shall advise the Union of the proposed reduction and the employee(s) affected prior to the layoff notice(s) being issued.
- 13:03** Except in circumstances beyond the sole control of the Employer, an employee shall receive written notice from the Employer informing him of the date which he is to be laid off at least four (4) weeks prior to the effective date of the layoff. The notice shall give the reasons for the layoff and the expected duration. If the employee has not been given the opportunity to work the days as provided in this Article he shall be paid for the days for which work has not been made available.
- 13:04** Employees laid off shall be placed on the layoff list according to their seniority with a copy of the layoff list being provided to the Union. Laid off employees shall be called back to work to positions for which they are qualified beginning with the most senior employee on the layoff list and descending from there.
- 13:05** Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee with the Employer.
- 13:06** New employees shall not be hired to fill positions formerly held by employees on layoff until those laid off have been recalled or have failed to respond to notice of recall.
- 13:07** Laid off employees shall have first preference for relief hours, subject to the availability of such employees. Participation in the relief pool shall in no way negatively affect rights to recall.
- 13:08** There shall be no contracting out of bargaining unit work in a manner which would deprive any present employee of employment with the Employer.

- 13:09** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address and further, during the layoff period, must inform the Employer immediately of any address changes.
- 13:10** Upon receipt of a notice of recall in accordance with Article 13:05 an employee shall communicate to the Employer their acceptance of recall within seven (7) days. Further, the employee must be prepared to begin work within two (2) weeks of receipt of notification.
- 13:11** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in Article 13:10.
 - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation acceptable to the Employer.
 - (c) a twenty-four (24) month period has elapsed since the date of layoff as per Article 12:05 (d).

Article 14 - Vacation

- 14:01** The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. Vacation earned in any vacation year is taken in the following vacation year.
- 14:02** An employee while on leave with pay, sick leave with pay, or in receipt of Workers Compensation for up to one year shall be entitled to his vacation with pay in the same manner as if he was not absent from work. Vacation shall continue to accrue during an unpaid leave of absence of up to four (4) weeks in duration and shall not accrue beyond four (4) weeks.
- 14:03** Employees shall earn vacation leave credits on the following basis:
- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 ¼) working days per complete month of service in

each vacation year to be taken in the vacation year following the year in which the vacation is earned.

- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one twelfth ($2 \frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1 \frac{1}{4}$) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1 \frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation credits cashed out at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per complete month of service.

14:04 Termination vacation pay shall be calculated in accordance with sections 14:03 and 35:03 based on the rate of pay in effect on the date of termination.

14:05 The Employer shall notify each employee, prior to his vacation, of the date and time upon which he is to report back to work following his vacation, but this will not preclude the making of a change during the vacation period if mutual agreement is reached between the Employer and the employee.

- 14:06** (a) The Employer will post an estimated vacation entitlement list no later than February 7th.
- (b) Employees will submit in writing their preference for vacation dates for all or part of their vacation entitlement by March 7th of each vacation year.
- (c) Employees will be granted preference for vacation leave based upon seniority within each department subject to operational requirements.
- (d) Where an employee has not submitted their full vacation entitlement by March 7th, any further vacation requested will be on a first come first served basis, subject to operational requirements.
- (e) The Employer shall post the vacation schedules by April 15th each year.
- (f) Subject to operational requirements an employee may take vacation of up to four (4) consecutive weeks.**
- 14:07** Where one or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee, or be taken at some later date as mutually agreed.
- 14:08** Employees may request authorization to take vacation in blocks of less than one (1) week. Where such requests are made prior to the posting of the shift schedule in which the requested vacation would occur, such requests shall not be unreasonably denied.
- 14:09** When an employee requests to change his vacation period or trade scheduled vacation with another employee(s), except in exceptional circumstances such requests shall be submitted in writing to the Employer for approval no less than seven (7) days prior to the beginning of the vacation period. Such requests shall not be unreasonably denied.
- 14:10** **An employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. Upon receipt of a written request, the Employer, at its sole discretion,**

will consider a carry over of vacation from one year to the following year and such requests shall not be unreasonably denied.

The Employer shall post a notice, no later than January 1st of each year, indicating the need for employees to request the scheduling of their remaining vacation. Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by January 15th of each year on a first come first serve basis. Any vacation entitlement not requested by January 15th may, at the discretion of the Employer, be scheduled by the Employer.

Vacation may be paid out only in extenuating circumstances and / or at the discretion of the Employer.

Vacation entitlement will be payable at the employee's regular rate of pay.

14:11 Effective April 1, 2009, in recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five days shall be granted in the calendar 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.

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

Article 15 - Sick Leave

15:01 An employee having accumulated an entitlement to sick leave may claim basic pay against such accumulation with respect to the period during which he was unable to work because of an incapacitation due to an accident or illness.

15:02 Each employee shall accumulate sick leave at the rate of one and one quarter (1 ¼) days for each full month of employment to a maximum of one hundred and twenty (120) days.

Sick leave shall continue to accrue during an unpaid leave of absence of up to four (4) weeks in duration and shall not accrue beyond four (4) weeks.

15:03 An employee who is unable to perform his regular work with the Employer as a result of injury or illness which is recognized as compensable by the Workers Compensation Act will be entitled to payment for the difference between the compensation and his regular salary. Such difference will be deducted from his accumulated sick leave entitlement and payment will cease when his entitlement has been totally claimed.

15:04 Notwithstanding Section :03, an employee's pay may only be "topped up" by ten percent (10%) of net salary.

15:05 If, at any time, it is decided by the Workers Compensation Board that the additional amount referred to in Section :04 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

15:06 An employee who is unable to report for work due to illness shall inform her supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift	1 hours notice
Prior to evening shift	3 hours notice
Prior to night shift	3 hours notice

15:07 An employee who has been absent because of sickness for a period of more than three (3) consecutive days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate that the employee is or was unable to be present at work because of illness. Where an employee fails to produce a medical certificate acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.

- 15:08** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employees' fitness to return to work, or to determine approximate length of illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 15:09** Days off and Recognized Holidays which fall within a period of sick leave shall not be considered a part of, or charged to, accumulated sick leave.
- 15:10** (a) For each one and one-quarter (1 ¼) days of sick leave accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in 15:01. The remaining one-quarter (¼) day shall be reserved for either the employee's personal use as outlined in 15:01, or to provide care in the event of family illness as specified in 15:10(b). The Employer shall maintain an up-to-date record of the balance of sick leave credits reserved for each of these purposes.
- (b) An employee may use up to five (5) days sick leave in any one (1) calendar year to provide care in the event of illness of a spouse, child or parent. Such days that may be utilized for this purpose are set out in 15:10 (a).
- 15:11** Upon sufficient notification to the Employer, and providing such time off does not unduly effect 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 sick leave.

15:12 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.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued; or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one or more family members.

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

- (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 parent of the employee's spouse or common-law partner;**
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**

- (v) **a current or former foster parent of the employee, or of the employee's spouse or common-law partner;**
 - (vi) **a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**
 - (vii) **the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), (v) and (vi);**
 - (viii) **any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.**
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 12:06 and 12:07.
- (h) Subject to the provisions of Article 15:10 the employee may apply to utilize income protection credits 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 17:01.

Article 16 - Medical Fitness

16:01 At the request of the Employer, an employee may be required to have a medical examination from a duly qualified medical practitioner, acceptable to or appointed by the Employer. The Employer shall pay the cost of the medical examination if the cost is not covered by Manitoba Health.

Article 17 - Bereavement Leave

17:01 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	son-in-law
common law spouse	sister-in-law
same sex partner	brother-in-law
child or ward of the employee	grandparent-in-law
parent	fiancée/fiancé
sibling	step parents
grandparent	step children
grandchild	step grandchildren
father-in-law	former legal guardian
mother-in-law	foster parent
daughter-in-law	foster child

or a relative permanently residing in the employee's household or with whom the employee resides.

Such days may be taken only in the period which extends from the date of death up to and including three (3) days following interment.

One (1) bereavement leave day may be retained for use in the case where actual interment or cremation is at a later date.

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 provided the employee is required to attend a funeral **more than two hundred and fifty (250) kilometers from their home.**

17:02 In the event of the death of an employee's aunt or uncle the employee may be granted the necessary time off to attend the funeral without loss of pay.

17:03 An employee who is entitled to bereavement leave under 17:01 or 17:02 during a vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted under 17:01 or 17:02.

17:04 (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) 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 (1) day at basic pay may be granted an employee to attend a funeral as a mourner.

Article 18 - Parenting Leave

18:01 Parenting Leave consists of Maternity Leave and Parental leave. Parental leave includes Paternity and Adoption leave.

(i) Maternity/Parental Leave

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, the Employer may require an employee to provide a medical certificate as proof of her ability to continue work. Such proof shall not be unreasonably requested.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

An employee who has been granted Maternity Leave shall, upon request to the Employer, be entitled to ten (10) days sick leave to be

applied against the EI waiting period, subject to that amount of sick leave being available to the credit of the employee.

(ii) Parental Leave - Paternity

An employee shall receive Parental Leave of thirty-seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be commenced not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption leave upon **seven (7)** days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.

- (d) Parental Leave must be commenced no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.
- (v) An employee may end her Parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is the longer, before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

Article 19 - Court Leave

- 19:01** An employee who is summoned for jury duty or who receives a subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs shall be granted a leave of absence with pay for the required period of absence provided that such employee remits to the Employer any payment received other than reimbursement of expenses.
- 19:02** Subject to the following conditions (a) and (b) an employee who receives a subpoena to appear as a witness in a court proceeding outside of his regularly scheduled work time shall be compensated at the rate of one and one-half times (1 ½ x) his regular wages for all time spent at the court proceeding:
- (a) The court proceeding must be occasioned by the employee's performance of his duties or arises due to a work related occurrence at the place of employment.
 - (b) The court proceeding is not occasioned by the employee's private affairs.

Article 20 – Recognized Holidays

20:01 For purposes of this Agreement, recognized (paid) holidays shall be:

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

and any other statutory holidays declared by Federal or Provincial authority. Full-time employees shall be allowed to bank up to three (3) 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 alternate time off is impractical to schedule before March 31 of any year, the employee shall receive her regular rate of pay for all days banked.

20:02 Whenever a recognized holiday falls on an employee's scheduled day off, he shall receive an extra day off in lieu thereof; the Employer may, however, give him an extra day's pay at basic rate if mutually agreed between the employee and the Employer. The Employer agrees to schedule such lieu day within thirty (30) days following the Holiday unless mutually agreed to the contrary.

20:03 An employee required to work on a recognized holiday shall be paid at time and one-half (1 ½ x) his basic rate of pay for all hours worked on the holiday and in addition **a full time employee** shall receive one (1) day off at his basic rate of pay.

20:04 A day off given in lieu of a recognized holiday shall, whenever reasonably possible, be added to scheduled days off.

20:05 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's.

Article 21 - Shift, Work Days and Work Weeks

- 21:01** The regular workday shall consist of eight hours excluding a one-half (½) hour meal period and including two fifteen (15) minute rest periods. The regular workweek shall, when averaged over the shift rotation cycle, average forty (40.0) hours excluding meal and including rest periods.
- 21:02** No employee will be required to work a split shift against his wishes.
- 21:03** (a) Any variation in hours of work from those specified above shall be implemented upon mutual agreement of the Employer and the majority of employees affected.
- (b) **The Employer shall notify the Union and affected employees in writing four (4) weeks prior to any intended permanent change in the master shift schedule. The notice period may be adjusted by agreement between the affected employee(s), the Employer and the Union.**
- (c) **Prior to the notification referenced in (a) above, the Employer shall have meaningful consultation with the Union to discuss any such proposed changes.**
- 21:04** Employees wanting to exchange shifts shall jointly apply to do so in writing not less than twenty four (24) hours prior to the scheduled shifts. Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 21:05** **Shift schedules for a minimum of a three (3) week period shall be posted at least one (1) week in advance of the beginning of the scheduled period. Posted shift schedules shall not be altered except by mutual agreement between the employee and the Employer.**
- 21:06** **There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes in a day.**

Article 22 - Overtime

- 22:01** An employee who is required to work overtime on a regular workday shall be compensated for such additional time at the rate of time and one-half (1 ½x) his regular rate of each hour so worked.
- 22:02** An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all hours worked. An employee's day of rest shall be deemed to begin at the same time as his regular shift would have begun had it been a day of work.
- 22:03** An employee, if called out to work overtime, shall receive for the work, compensation for a minimum of three (3) hours at the overtime rate, provided that the period of overtime worked by the employee is not contiguous to the scheduled working hours.
- 22:04** By mutual agreement between the Employer and the employee, overtime may be compensated for by granting of equivalent time off at overtime rates. Such time shall be taken by the employee prior to March 31 of any year or it will be paid out.

Article 23 - Duration of Agreement

- 23:01** This Agreement shall become effective from and including the 1st day of **April, 2008** and shall continue in effect up to and including **March 31st, 2012**, and shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal is given by either party at least thirty (30) days prior to the expiry date thereof.
- 23:02** During the period required to negotiate a renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.
- 23:03** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified.

Article 24 - Pay Plan

- 24:01** Employees shall be paid in bi-weekly pay periods in accordance with Appendix "A".
- 24:02** Whenever an employee is promoted and where the pay range permits, he shall be paid at a rate of pay that is at least one increment higher than the rate of pay in his former position or the maximum salary for the position to which he is promoted.
- 24:03** Subject to satisfactory performance, employees shall receive annual increments as provided for in Appendix "A" upon completion of each complete year's accumulated service (2080 regular hours).

Article 25 - Job Classification

- 25:01** The Employer agrees to provide the Union, within thirty days of the date of the signing of the Collective Agreement, with job descriptions for all full-time and part-time bargaining unit positions.

Article 26 - Acting Status

- 26:01** Where an employee is temporarily assigned to replace an employee in a more highly paid position than his own he shall be paid at the first rate in the higher scale which exceeds his current salary by at least one (1) increment from the date of taking over the higher paid position.

Article 27 - Pension Plan

- 27:01** The United Way Retirement Pension Plan shall continue in accordance with the terms and conditions of that plan and on a 50/50 cost shared basis.

Article 28 - Benefits Plan

28:01 The parties agree to continue the practice of paying the premiums for Plan #56758 of Sun Life, split so that the Employer pays the premium for all benefits except the premiums for LTD, which are paid by the employees.

Article 29 - Employee Assistance Program

29:01 The Employer agrees to provide employees with coverage for an Employee Assistance Program. The costs of the Program will be paid for fully by the Employer.

Article 30 - Staff-Management Committee and Workplace Safety and Health Committee

30:01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Main Street Project.

30:02 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee members may at any time have a Representative from the Manitoba Government and General Employees' Union.

30:03 The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.

30:04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make

recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

- 30:05** A joint Workplace Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the organization.

Article 31 - Shift and Weekend Premium

- 31:01** An employee who works a shift where half or more of the hours are worked between 5:00 p.m. and **11:59 p.m.** shall be eligible to receive a shift premium of eight dollars and fifty cents (\$8.50) per shift in addition to the employee's regular pay.

An employee who works a shift where half or more of the hours are worked between 0:01 a.m. and 5:00 a.m. shall be eligible to receive a shift premium of twelve dollars (\$12.00) per shift in addition to the employee's regular pay.

A weekend premium of one dollar **and thirty five cents (\$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.

- 31:02** The shift premium shall not be included in the calculation of Pension, Group Life Insurance, Sick Leave, Vacation Pay or any other employee benefits unless otherwise provided for in this Agreement.
- 31:03** An employee who works an overtime shift will be eligible for Shift Premium provided the employee is replacing another employee who would have received the shift premium if he had worked the shift. An overtime shift is defined as a full shift, i.e. eight (8) hours which is worked by an employee on an overtime basis.

Article 32 - Recruitment

32:01 Vacant positions that fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state the required qualifications, current or anticipated shift pattern, if known, hours of work and wage rate.

Internal applicants shall be given preference over external candidates provided the applicants are qualified for the position.

32:02 In order to be eligible for a vacant position, a candidate must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one internal candidate possesses the above selection criteria, the vacancy selection shall be based upon seniority.

32:03 All promotions and voluntary transfers are subject to a three (3) month trial period (four (4) months for part-time employees) and if an employee is found by the Employer to be unsatisfactory in her new position during this trial period, she shall be returned to her former position without loss of seniority. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to four (4) months for part-time employees if it deems it appropriate.

32:04 The results of all postings for this bargaining unit shall be posted.

- 32:05**
- (a) When a vacancy arises or a new position is created, first consideration shall be given to lateral transfers from other shifts, subject to operational requirements.
 - (b) Requests for lateral transfers will be accepted at any time but will only be considered up to the end of the posting period for the position in question.
 - (c) Where two (2) or more internal applicants are qualified and suitable for the new shift assignment, the most senior applicant shall be awarded the assignment.

32:06 The Employer may establish an eligibility list with respect to a posted vacancy. The posting shall indicate that the Employer may be establishing an eligibility list. Such lists may be maintained for a period of time not exceeding three (3) months. Subject to Article 32:05 a permanent or term vacancy shall not require posting while an eligibility list is in effect.

Article 33 - Responsibility Pay

33:01 Where an employee is temporarily assigned to replace a Shift Coordinator that employee shall be eligible for responsibility pay.

33:02 Where an employee is assigned in accordance with 33:01 he shall be eligible to receive an additional seventy cents (\$0.70) per hour (**increasing to eighty cents (\$0.80) effective April 1, 2011**).

33:03 Where a Maintenance Worker is temporarily assigned to replace a cook, she shall be paid the higher of sixty-five cents (\$0.65) per hour (**increasing to seventy-five cents (\$0.75) effective April 1, 2011**), or the minimum rate for the higher classification from the first day of assuming such position with the provision that at no time will the hourly rate exceed the hourly rate of the Cook position.

Article 34 - Coverage for Incidental Costs

34:01 When an employee's clothing and/or personal effects are damaged during the course of his duties, the Employer shall cover the cost of the Article(s) if such coverage is not already provided for. It is the responsibility of employees to wear appropriate attire and accessories given the nature of the workplace.

Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

- 34:02** Where an employee receives a parking ticket during the course of his duties, and he can show that in order to have fulfilled his duties the ticket was unavoidable, the Employer shall cover the cost of the ticket.

Article 35 - Special Provisions for Part-time Employees

- 35:01** Part-time employees are entitled to benefits provided for under this Collective Agreement on a pro-rated basis based on hours paid at the regular rate of pay.

When prorating a benefit for part-time employees the following formula shall apply:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Employee Full-time Hours (2080)}} \times \text{Entitlement of a Full-time Employee}$$

- 35:02** Part-time employees shall accrue sick leave in accordance with Article 15:02 on a prorated basis in accordance with the pro-rating formula as specified in Article 35:01.
- 35:03** Part-time employees shall earn vacation on a pro-rated basis in accordance with the pro-rating formula as specified in Article 35:01. Actual **vacation accrual / vacation earning rate** is based on years of service in accordance with Article 14:03. **Vacation time is to be utilized or scheduled on day(s) that the part time employee would otherwise be scheduled to be at work as part of their established EFT.**

Part-time employees are not entitled to unpaid vacation days.

Part-time employees who work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked. Additional vacation time off does not accrue on additional available shifts or hours worked.

Such additional vacation pay shall at the option of the employee, be paid out as follows:

- (a) As additional vacation pay during their regular requested vacation period, or**

(b) On a regular pay day at the employee's written request to their Supervisor, or

(c) As of March 31 of each vacation year as per Employer policies.

- 35:04** Part-time employees will be paid **four point six two percent (4.62%)** of their basic pay in lieu of paid time off on a recognized holiday. Such holiday pay shall be calculated on all paid hours (excluding overtime) and shall be included in each regular biweekly pay.
- 35:05** Part-time employees shall be entitled to overtime rates as specified in Article 22 when authorized to work in excess of the regular daily or weekly hours as specified in Articles 21.
- 35:06** Subject to satisfactory performance, part-time employees shall receive annual increments as provided for in Appendix "A" upon completion of equivalent to full-time annual hours worked (2080 regular hours).
- 35:07** Part-time employees shall be granted Bereavement Leave in accordance with Article 17.
- 35:08** A part-time employee required to work on a recognized holiday as listed in Article 20 shall be paid at time and one-half (1 ½ x) her basic rate of pay for all hours worked on the holiday.

Article 36 - Term Positions

- 36:01** A 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. **Term positions of less than 3 months, may be implemented subject to the agreement of the Union.**
- 36:02** When the Employer determines that a term position, as described above, exists the position shall be posted and filled in accordance with Article 32. Upon completion of the original term position, the employee(s) shall be returned to their former position(s).

36:03 For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice of return of the incumbent to her position.

The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from the leave provides the Employer, as referenced above.

36:04 An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

36:05 In case an employee on maternity leave or parental leave wants to exercise her right to return from such a leave earlier than anticipated, having given appropriate notice, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to a minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions resulting from the filing of such a term will be posted in the same manner.

Article 37 - Term Employees

37:01 A term employee is one who is newly hired for a specific time period or until completion of a particular project for 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. **Term positions of less than 3 months, may be implemented subject to the agreement of the Union.**

37:02 No employee shall be laid off or re-employed for the purpose of extending the period of term employment.

37:03 Should a term employee become permanent without a break in service, her service will be connected for seniority purposes.

37:04 A term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training

to meet the requirements of the job and a good employment record at the Main Street Project. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the **term** employee's hiring.

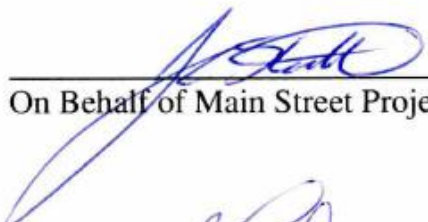
37:05 A term employee shall not be eligible for transfer during her probationary period.


37:06 If a term employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position.

37:07 A term employee shall have no seniority rights in matters of demotion, layoff and recall.

IN WITNESS WHEREOF the undersigned have set their hand for and on behalf of Main Street Project and the Manitoba Government and General Employees' Union.


Signed this 12th day of February, 2009.


On Behalf of Main Street Project


On Behalf of the Manitoba Government and General Employees' Union


On Behalf of Main Street Project


On Behalf of the Manitoba Government and General Employees' Union


On Behalf of Main Street Project


On Behalf of the Manitoba Government and General Employees' Union

Appendix "A" - Pay Plans**Effective April 1, 2008**

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker	Hourly	15.72	16.19	16.68	17.18	17.69	18.22
	Monthly	2,724.47	2,806.20	2,890.39	2,977.10	3,066.42	3,158.41
	Annual	32,693.64	33,674.45	34,684.68	35,725.22	36,796.98	37,900.89
Casual Relief Worker (Effective date of ratification only)	Hourly	13.00	14.25				
	Monthly	2,253.33	2,470.00				
	Annual	27,040.00	29,640.00				
Shift Coordinator Mainstay Coordinator	Hourly	16.52	17.01	17.52	18.05	18.59	19.15
	Monthly	2,863.25	2,949.15	3,037.62	3,128.75	3,222.62	3,319.29
	Annual	34,359.03	35,389.80	36,451.50	37,545.04	38,671.39	39,831.54
Gap Worker Transition Services Worker	Hourly	17.59	18.12	18.67	19.22	19.80	20.40
	Monthly	3,049.55	3,141.04	3,235.27	3,332.33	3,432.30	3,535.27
	Annual	36,594.63	37,692.46	38,823.24	39,987.94	41,187.57	42,423.20
Cook	Hourly	14.09	14.51	14.95	15.40	15.86	16.33
	Monthly	2,442.17	2,515.44	2,590.90	2,668.63	2,748.68	2,831.15
	Annual	29,306.05	30,185.23	31,090.79	32,023.51	32,984.21	33,973.74
Maintenance Worker	Hourly	13.26	13.65	14.06	14.49	14.92	15.37
	Monthly	2,297.75	2,366.68	2,437.68	2,510.81	2,586.14	2,663.72
	Annual	27,573.01	28,400.20	29,252.21	30,129.77	31,033.67	31,964.68

Rates include 2.9% increase effective April 1, 2008.

Appendix "A" - Pay Plans

Effective March 31, 2009

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker + \$0.06	Hourly	15.77	16.24	16.73	17.23	17.75	18.28
	Monthly	2,733.44	2,815.44	2,899.91	2,986.91	3,076.51	3,168.81
	Annual	32,801.29	33,785.33	34,798.89	35,842.86	36,918.15	38,025.69
Casual Relief Worker	Hourly	Start 13.75	Step 2 15.00				
	Monthly	2,383.33	2,600.00				
	Annual	28,600.00	31,200.00				
Shift Coordinator Mainstay Coordinator + \$0.06	Hourly	Start 16.57	Step 2 17.07	Step 3 17.58	Step 4 18.11	Step 5 18.65	Step 6 19.21
	Monthly	2,872.22	2,958.39	3,047.14	3,138.56	3,232.71	3,329.69
	Annual	34,466.69	35,500.69	36,565.71	37,662.68	38,792.56	39,956.34
Gap Worker Transition Services Worker + \$0.07	Hourly	Start 17.65	Step 2 18.18	Step 3 18.73	Step 4 19.29	Step 5 19.87	Step 6 20.47
	Monthly	3,060.02	3,151.82	3,246.37	3,343.76	3,444.08	3,547.40
	Annual	36,720.22	37,821.83	38,956.48	40,125.18	41,328.93	42,568.80
Cook + \$0.10	Hourly	Start 14.17	Step 2 14.60	Step 3 15.03	Step 4 15.49	Step 5 15.95	Step 6 16.43
	Monthly	2,456.45	2,530.15	2,606.05	2,684.23	2,764.76	2,847.70
	Annual	29,477.43	30,361.76	31,272.61	32,210.79	33,177.11	34,172.42
Maintenance Worker + \$0.04	Hourly	Start 13.29	Step 2 13.69	Step 3 14.10	Step 4 14.52	Step 5 14.96	Step 6 15.41
	Monthly	2,303.44	2,372.55	2,443.72	2,517.04	2,592.55	2,670.32
	Annual	27,641.34	28,470.58	29,324.70	30,204.44	31,110.57	32,043.89

Rates include wage standardization effective March 31, 2009.

Appendix "A" - Pay Plans**Effective April 1, 2009**

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker	Hourly	16.23	16.71	17.22	17.73	18.26	18.81
	Monthly	2,812.71	2,897.09	2,984.01	3,073.53	3,165.73	3,260.70
	Annual	33,752.53	34,765.11	35,808.06	36,882.30	37,988.77	39,128.44
Casual Relief Worker	Hourly	13.75	15.00				
	Monthly	2,383.33	2,600.00				
	Annual	28,600.00	31,200.00				
Shift Coordinator Mainstay Coordinator	Hourly	17.05	17.56	18.09	18.63	19.19	19.77
	Monthly	2,955.52	3,044.18	3,135.51	3,229.57	3,326.46	3,426.26
	Annual	35,466.22	36,530.21	37,626.11	38,754.90	39,917.54	41,115.07
Gap Worker Transition Services Worker	Hourly	18.17	18.71	19.27	19.85	20.45	21.06
	Monthly	3,148.76	3,243.22	3,340.52	3,440.73	3,543.96	3,650.27
	Annual	37,785.11	38,918.66	40,086.22	41,288.81	42,527.47	43,803.30
Cook	Hourly	14.58	15.02	15.47	15.94	16.41	16.91
	Monthly	2,527.69	2,603.52	2,681.63	2,762.08	2,844.94	2,930.29
	Annual	30,332.28	31,242.25	32,179.52	33,144.90	34,139.25	35,163.43
Maintenance Worker	Hourly	13.67	14.08	14.51	14.94	15.39	15.85
	Monthly	2,370.24	2,441.35	2,514.59	2,590.03	2,667.73	2,747.76
	Annual	28,442.94	29,296.23	30,175.11	31,080.37	32,012.78	32,973.16

Rates include 2.9% increase (plus wage standardization where applicable) effective April 1, 2009.

Appendix "A" - Pay Plans**Effective October 1, 2009**

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker	Hourly	16.23	16.71	17.22	17.73	18.26	18.81
	Monthly	2,812.71	2,897.09	2,984.01	3,073.53	3,165.73	3,260.70
	Annual	33,752.53	34,765.11	35,808.06	36,882.30	37,988.77	39,128.44
Casual Relief Worker	Hourly	14.50	15.50				
	Monthly	2,513.33	2,686.67				
	Annual	30,160.00	32,240.00				
Shift Coordinator Mainstay Coordinator	Hourly	17.05	17.56	18.09	18.63	19.19	19.77
	Monthly	2,955.52	3,044.18	3,135.51	3,229.57	3,326.46	3,426.26
	Annual	35,466.22	36,530.21	37,626.11	38,754.90	39,917.54	41,115.07
Gap Worker Transition Services Worker	Hourly	18.17	18.71	19.27	19.85	20.45	21.06
	Monthly	3,148.76	3,243.22	3,340.52	3,440.73	3,543.96	3,650.27
	Annual	37,785.11	38,918.66	40,086.22	41,288.81	42,527.47	43,803.30
Cook	Hourly	14.58	15.02	15.47	15.94	16.41	16.91
	Monthly	2,527.69	2,603.52	2,681.63	2,762.08	2,844.94	2,930.29
	Annual	30,332.28	31,242.25	32,179.52	33,144.90	34,139.25	35,163.43
Maintenance Worker	Hourly	13.67	14.08	14.51	14.94	15.39	15.85
	Monthly	2,370.24	2,441.35	2,514.59	2,590.03	2,667.73	2,747.76
	Annual	28,442.94	29,296.23	30,175.11	31,080.37	32,012.78	32,973.16

Appendix "A" - Pay Plans

Effective April 1, 2010

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker	Hourly	16.70	17.20	17.71	18.25	18.79	19.36
	Monthly	2,894.28	2,981.11	3,070.54	3,162.66	3,257.54	3,355.26
	Annual	34,731.36	35,773.30	36,846.50	37,951.89	39,090.45	40,263.16
Shift Coordinator Mainstay Coordinator	Hourly	17.55	18.07	18.61	19.17	19.75	20.34
	Monthly	3,041.23	3,132.47	3,226.44	3,323.23	3,422.93	3,525.62
	Annual	36,494.74	37,589.58	38,717.27	39,878.79	41,075.15	42,307.41
Gap Worker Transition Services Worker	Hourly	18.69	19.25	19.83	20.43	21.04	21.67
	Monthly	3,240.07	3,337.28	3,437.39	3,540.52	3,646.73	3,756.13
	Annual	38,880.88	40,047.30	41,248.72	42,486.18	43,760.77	45,073.59
Cook	Hourly	15.01	15.46	15.92	16.40	16.89	17.40
	Monthly	2,600.99	2,679.02	2,759.39	2,842.18	2,927.44	3,015.26
	Annual	31,211.92	32,148.27	33,112.72	34,106.10	35,129.29	36,183.16
Maintenance Worker	Hourly	14.07	14.49	14.93	15.38	15.84	16.31
	Monthly	2,438.98	2,512.15	2,587.52	2,665.14	2,745.10	2,827.45
	Annual	29,267.78	30,145.82	31,050.19	31,981.70	32,941.15	33,929.38

Rates include 2.9% increase effective April 1, 2010.

All Casual Relief Workers will move to the Start rate of the Crisis Worker salary scale effective April 1, 2010.

Appendix "A" - Pay Plans

Effective April 1, 2011

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Crisis Worker	Hourly	17.18	17.70	18.23	18.78	19.34	19.92
	Monthly	2,978.21	3,067.56	3,159.59	3,254.37	3,352.01	3,452.57
	Annual	35,738.57	36,810.72	37,915.04	39,052.50	40,224.07	41,430.79
Shift Coordinator Mainstay Coordinator	Hourly	18.05	18.60	19.15	19.73	20.32	20.93
	Monthly	3,129.42	3,223.31	3,320.01	3,419.61	3,522.19	3,627.86
	Annual	37,553.09	38,679.68	39,840.07	41,035.27	42,266.33	43,534.32
Gap Worker Transition Services Worker	Hourly	19.23	19.81	20.41	21.02	21.65	22.30
	Monthly	3,334.04	3,434.06	3,537.08	3,643.19	3,752.49	3,865.06
	Annual	40,008.42	41,208.67	42,444.93	43,718.28	45,029.83	46,380.73
Cook	Hourly	15.44	15.90	16.38	16.87	17.38	17.90
	Monthly	2,676.42	2,756.71	2,839.42	2,924.60	3,012.34	3,102.71
	Annual	32,117.06	33,080.57	34,072.99	35,095.18	36,148.04	37,232.48
Maintenance Worker	Hourly	14.48	14.91	15.36	15.82	16.30	16.79
	Monthly	2,509.71	2,585.00	2,662.55	2,742.43	2,824.70	2,909.44
	Annual	30,116.55	31,020.05	31,950.65	32,909.17	33,896.44	34,913.33

Rates include 2.9% increase effective April 1, 2011.

**Appendix “B” - Application of the Collective Agreement
to Relief Workers**

It is agreed that the terms and condition of the Collective Agreement between the parties shall not apply to relief workers except as hereinafter provided for:

- 1. A Relief Worker means a person called occasionally by the Employer to supplement regular staff coverage or to replace an absent employee and are not guaranteed any specific number of hours of work.**
- 2. A Relief Worker shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in a biweekly period.**
- 3. A Relief Worker shall be paid as per the relief worker classification in accordance with Appendix “A” until March 31, 2010. The Relief Worker will move to Step 2 of the Relief Worker scale on completion of 1040 hours of work.**

Effective April 1, 2010, all Relief Workers will move to the start rate of the Crisis Worker scale. From that date forward only, the Relief Worker shall be entitled to receive increments on the Crisis Worker scale on the same basis as a part-time employee in accordance with Article 35:06. Such increment shall be applied on the first day of the first pay period upon becoming eligible for an increment.

- 4. A Relief Worker shall be entitled to shift and weekend premiums as outlined in Article 31:01.**
- 5. A Relief Worker required to work on a Recognized Holiday, as specified in Article 20:01, shall be paid at the rate of time and one-half (1½ x) their basic rate of pay.**
- 6. A Relief Worker shall be entitled to pay for a Recognized Holiday specified in Article 20:01 and will be paid four point six two percent (4.62%) of their basic pay in lieu of paid time off on a Recognized Holiday. Such holiday pay shall be calculated on all paid hours (excluding overtime) and shall be included in each regular biweekly pay.**
- 7. A Relief Worker shall be entitled to compensation for overtime worked at the rate of one and one half times (1 ½ x) for hours worked in excess**

of a scheduled eight (8) hour shift, or in excess of forty (40) hours in a week.

8. **The Employer agrees to deduct and remit Union dues from Relief Workers and remit the dues in accordance with Article 4:01. In the event that no wage payment is made during any biweekly period, the Employer shall have no responsibility to deduct and remit dues for that period.**
9. **A Relief Worker is not guaranteed any specific number of hours of work. The provision of Article 21:01 respecting meal periods and rest periods shall apply to relief workers.**
10. **A Relief Worker reporting for work as requested by the Employer and finding no work available shall be paid three (3) hours pay at their basic rate of pay.**
11. **Article 7 - Grievance Procedure and Arbitration Procedure of the Collective Agreement shall apply to Relief Workers only in respect to matters specifically referenced in this Appendix and matters involving discipline and discharge.**
12. **A Relief Worker shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.**
13. **A Relief Worker shall not accrue seniority.**
14. **Article 34 - Coverage for Incidental Costs shall apply to Relief Workers.**
15. **Article 26 – Acting Status, Relief Workers are not eligible to be assigned Acting Status.**

Memorandum of Understanding

between

Main Street Project
(The Employer)

and

The Manitoba Government and General Employees' Union
(The Union)

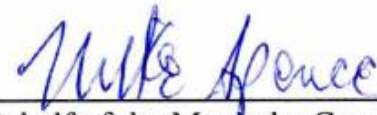
Re: Use of Volunteers

The Employer agrees that prior to any member of the bargaining unit being involuntarily reduced in hours and the services the member(s) provided being recovered through the use of volunteers, they will meet with the Union to discuss potential options that may be available to maintain the hours of work for the affected employee(s).

Signed this 12th day of February, 2009.



On Behalf of Main Street Project




On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Main Street Project



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Main Street Project



On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Main Street Project
(The Employer)

and

The Manitoba Government and General Employees' Union
(The Union)

Re: General Wage Standardization Fund

The parties recognize the importance of wage standardization for classifications performing the same duties.

In order to rectify identified inequities, a "General Wage Standardization Fund" will be provided and allocated as follows:

Phase I

- April 1, 2003 \$14,023
 - includes 0.60% standardization increase for all - compounded
 - \$7,638 remaining for application toward standardization
- April 1, 2004 \$6,494
- April 1, 2005 \$6,494

Phase II

- April 1, 2006 \$ 5,840,000 (total amount for utilization on a sectoral basis) *
- April 1, 2007 \$ 5,840,000 (total amount for utilization on a sectoral basis) *
- March 31, 2008 \$ 3,000,000 (total amount for utilization on a sectoral basis)
- March 31, 2009 \$ 3,000,000 (total amount for utilization on a sectoral basis)

*Note - Standardization Funds identified in the previous collective agreement are included in sectoral value.

Principles:

- (i) Distribution of General Wage Standardization Fund;

Phase I

Salaries are to be increased in accordance with the following:

% of total differential between existing salary rate and target salary rate to apply =

April 1, 2003 - 9.81%

April 1, 2004 - 8.34%

April 1, 2005 - 8.34%

Phase II

Salaries are to be increased in accordance with the following:

% of remaining differential between existing salary rate and target salary rate to apply =

April 1, 2006 - 36.87%

April 1, 2007 - 36.87%

March 31, 2008 - 18.94%

March 31, 2009 - 7.32% - The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

Note - Wage standardization adjustments to be applied prior to economic wage increases.

(ii) Phase I - Method for calculation of retroactive payment

Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:

- (1) Apply percentage referenced above to total differential.
- (2) Multiply result of (1) above times number of eligible paid regular hours in the 12 month period.

Example: Percentage = 9.81%
 Total Differential = \$1.50
 # Eligible Paid Regular Hours = 1000

Calculation = 9.81% x \$1.50 x 1000 = \$147.15

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable employer pension plan. Retired employees must apply in writing for retroactivity.

- (iii) a six (6) step salary scale will be established effective April 1, 2006;

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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- (iv) a three (3) % differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);

- (v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:

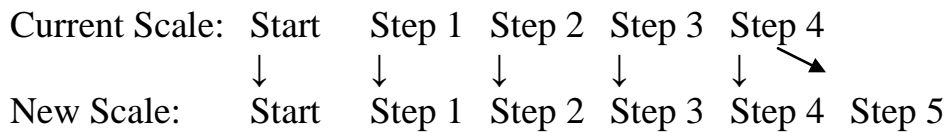
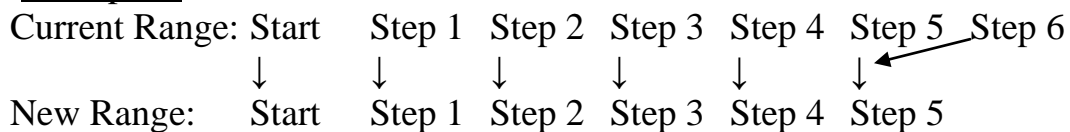
- (a) Placement onto newly established scale at nearest step affording an increase.
- (b) Cannot result in placement on standard scale at a lower step than current step on scale.
- (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 24:03. Illustration of step placement provided in Example 2.
- (d) Where the current scale has greater than 6 steps, those employees at step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	↓	↓	↓	↓	↓	↓
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of (iv) (c) above, and Article 24:03 of the collective agreement. I.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

Example 3

(vi) Present Incumbent Only (PIO)

- (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:

All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.

- (b) Where an employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.

(vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries


Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:

- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
 - (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
 - (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- (viii) positions identified as unique (i.e. 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- (ix) future salary increments to be processed in accordance with collective agreement Article 24:03.
- (x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.


Signed this 12th day of February, 2009.


On Behalf of Main Street Project


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of Main Street Project


On Behalf of the Manitoba Government
and General Employees' Union


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