

# **Collective Agreement**

between

**The Manitoba Adolescent Treatment Centre**  
(herein called the “Employer”)

and

**The Manitoba Government and General Employees’ Union**  
(herein called the “Union”)

**April 1, 2008 - March 31, 2012**

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## **Introduction**

The purpose of this Agreement is to ensure the maintenance of mutually satisfactory relations between the Employer and its employees, and to establish and maintain rates of pay, hours of work and other working conditions and conditions of employment, and to ensure that a mechanism exists for the prompt and final resolution of grievances and to recognize the mutual value of joint discussions during the life of this Agreement.

The parties acknowledge that the Centre provides a necessary public service and in all matters relating to this Agreement the welfare of those relying on this service shall be the first consideration.

The provisions of this Agreement supersede and replace any previous policies of the Employer which would otherwise conflict.

## **Article 1 - Definitions**

- 1:01**
- (a) “Employee” means a person employed by the Employer in a full-time or part-time basis in a position in the bargaining unit.
  - (b) “Full-time employee” means an employee in the bargaining unit who regularly and recurrently works the hours specified in Article 10.
  - (c) “Merit increase” means an increase in the rate of pay of an employee within the employee’s pay range which shall be granted in recognition of satisfactory service of an employee on the employee’s increment date as per Article 21 and Article 8:05.
  - (d) “Increment date”- is the date at which the merit increase is given.
  - (e) “Anniversary date” is the date the employee last commenced employment with the Employer.
  - (f) “Years of service” - one year of service equals twelve continuous months of employment with the Employer.

- (g) “Part-time employee” means an employee in the bargaining unit who on a regular and recurring basis works less than a full-time employee and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- (h) “Probation period” is the assessment period for newly hired employees, with access to the grievance procedure.
- (i) “Promotion” means a change in employment from one position to another with a higher maximum salary.
- (j) “Representative” means:
  - (i) Staff member of the Union.
  - (ii) Steward(s) of the M.A.T.C. Component of the Union.
  - (iii) Officer(s) of the M.A.T.C. Component of the Union.
- (k) Program Area means:
  - (1) Hospital Program
  - (2) Community Services Program
- (l) “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, employee or both.
- (m) A “term position” shall be for a specific time period or until completion of a particular project within a specific department, 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.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 12 and filled in accordance with Article 12. All part-time employees within the department may apply for the term position. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of the filling of the last position posted, shall be offered to part-time employees in accordance with Article 8:08. Upon

completion of the original term position, the employees shall be returned to their former positions.

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

In case of postings for parental leave, the Employer shall state on the job posting that the said position is a “maternity and/or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Articles 8:08 and 12:06 shall apply, wherever possible.

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

- (n) “Trial period” is the assessment period for transfer or promotion resulting from a job posting.
- (o) “Union” means the Manitoba Government and General Employees’ Union.
- (p) “Vacancy” means any position which is determined by the Employer to be required as a result of: promotions, demotions, transfers, new positions arising from expanded operations, or as a result of an employee terminating her employment with the Employer for any reason. Where the Employer determines that a position is not required to be filled the Union shall be advised and given the rationale.

**1:02** Where the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires and vice versa. Where the singular is used it will also be deemed to mean plural where the context so requires.

## **Article 2 - Duration of Agreement**

**2:01** This Agreement shall become effective from and including **the 1<sup>st</sup> day of April, 2008** and shall continue in effect up to and including the **31<sup>st</sup> day of March, 2012** and shall remain in force and effect from year to year thereafter unless notice is given under 3:01. During the period required to negotiate a renewal, or revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect without change.

## **Article 3 - Notice for Collective Bargaining**

**3:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may be written notice serve to 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** Where a party to this Agreement has given notice under 3:01 above, to the other party of this Agreement, the parties, within twenty-eight (28) calendar days commencing from and including the first day after the day upon receipt of the notice for a renewal or revision and renewal of the Collective Agreement, shall meet and commence to bargain collectively, and make every responsible effort to conclude a renewal or revision and renewal of the Collective Agreement, or a new Collective Agreement.

## **Article 4 - Application of Agreement**

**4:01** This Agreement shall apply to all employees of the **Employer** in the classifications listed in Appendix "A" to this Agreement.

### **Article 5 - Recognition**

- 5:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees covered under Manitoba Labour Board Certificate No. MLB-4918 as set out in Appendix “A” and as well such further classifications of employees as may be agreed upon by the parties during the term of this agreement.
- 5:02** (a) In the event that M.A.T.C. establishes a new classification they shall notify the Union as soon as practical. Within thirty (30) calendar days of such notification, if there is a dispute between M.A.T.C. and the Union as to whether the new classification should be included in the bargaining unit the matter may be referred to the Manitoba Labour Board for a ruling.
- (b) In the case of failure to agree upon the wage rate between M.A.T.C. and the Union for any new classification in the bargaining unit, the matter may be decided using the Grievance and Arbitration procedure.

### **Article 6 - Management Rights**

- 6:01** The Union recognizes the sole 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 treatment and care; 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 work area; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.
- 6:02** In administering the Collective Agreement, the Employer agrees to acknowledge employees’ rights, act reasonably, fairly, in good faith, and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

## **Article 7 - Union Security**

- 7:01** 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 regular 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 full bi-weekly pay period following the date of appointment.
- 7:02** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of 8:01 except for any claim or liability arising out of an error committed by the Employer.
- 7:03** All dues shall be forwarded monthly to the Union with a list showing the amount deducted from each employee. Upon request the Employer will provide to the Union a list of the employees showing their name, classification, and current rate of pay.
- 7:04** The Union shall notify the Employer in writing of any changes in the amount of dues at least four (4) weeks in advance of the end of the pay period in which the deductions are to be made. Such changes to the dues deduction formula shall be limited to one (1) per calendar year and shall be compatible with the Employer's computer payroll system.

## **Article 8 - Part-time Employees**

- 8:01** Income Protection in Case of Illness  
Part-time employees shall accumulate income protection credits on a pro-rata basis, in accordance with this formula.

<b><u>Hours Paid at Regular Rate of Pay</u></b>	X	Full-time benefits
Full-time hours		

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

**8:02** Annual Vacation

Vacation pay shall be calculated as follows:

**Hours Paid at Regular Rate of Pay**      X      Entitlement of a Full-time Employee

Full-time hours

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

**8:03** General Holidays

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

**8:04** Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of daily or bi-weekly hours of work as specified in Article 10.

**8:05** Increments

Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave.

Part-time employees hired on or after January 1, 1994 will be entitled to receive salary increases resulting from the wage schedule subject to Article 21:01 after they have completed the equivalent number of full-time hours, as per Article 10:01 of the Collective Agreement, or who has completed twenty-four (24) months of continuous service whichever comes first.

## 8:06 Bereavement Leave

- (a) **Bereavement** leave of up to four (4) working days without loss of pay shall be granted in the event of death of a:
- spouse
  - common-law spouse
  - child
  - parent
  - sibling
  - father-in-law
  - mother-in-law
  - grandparent
  - grandchild
  - brother-in-law
  - sister-in-law
  - same sex partner
  - daughter-in-law
  - son-in-law
  - former legal guardian
  - fiancée/fiancé
  - step grandchildren
  - step children
  - step parents
  - foster child
  - any other relative who has been residing in the same household

Such days may be taken only in the period which extends from the date of death up to and including the day following internment. Compassionate leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.

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

**8:07 Subject to Article 26:11**, an employee may use up to five (5) days income protection in any one (1) calendar year for **the purpose of providing care in the event of an illness** of a spouse, child or parent.

## 8:08 Additional Shifts

- (a) Part-time employees who have indicated to the Employer in writing that they wish to be offered additional shifts shall be given preference over casual employees for such shifts provided there is only straight time rates being paid by the Employer.
- (b) Such additional work will be offered by program area and classification on a seniority basis by the Employer after considering the work assignment needs at the time.

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

- (c) The employee offered additional shifts for vacation or long-term illness shall have her name temporarily removed from the call-in list for the duration of the assignment. In these instances part-time employees will be given preference for any portion of such assignment which does not conflict with their normally scheduled shifts and which does not result in overtime being paid.
- (d) An employee who agrees to work relief but subsequently cannot work for any reason, shall not be entitled to payment for any such time not worked, except for a part-time employee who is absent due to illness during a period of relief exceeding five (5) working days which has been pre-assigned in accordance with 8:08 (c).
- (e) A part-time employee who is not reasonably available for additional shifts or refuses an unreasonable number of shifts may have his/her name removed from the list. This does not prevent the employee from having his/her name re-entered on the call-in list after three (3) months have elapsed.
- (f) Casual employees will be offered work after the Employer has attempted to contact eligible part-time employees.
- (g) When a part-time employee is unable to work all or part of an additional casual shift that is not pre-scheduled, payment shall be made only in respect of hours actually worked.
- (h) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- (i) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits and general holidays pay in accordance with Article 8.

## **Article 9 - Union Business**

- 9:01** Subject to the operational requirements of the Employer, Leave of Absence to attend Union business may be granted to employees. Such leave shall not be unreasonably requested or denied. The following conditions shall apply:
- (a) Requests for leave shall be made in writing by the Union by providing the employee, the **Director of Finance and Human Resources**, and the **Program Manager** with a letter of request.
  - (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 one hundred percent (100%) of the wages paid to such employees during the approved absence.
  - (d) For time spent with **Employer** Representatives during negotiations of the Agreement, the Union will be allowed to have three (3) employees present at each bargaining session, the first to be on wage recovery from M.G.E.U., the other two to be on a time off with pay basis.
  - (e) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the negotiations.
  - (f) Subject to the mutual agreement of the parties, the total number of employees referred to in (d) above may be changed provided any additional employees are on leave without pay or on Union wage recovery.
- 9:02** The Employer agrees to provide the Union with bulletin board space in all workplaces for the purpose of posting official Union information. The bulletin board is to be located in an area readily available to all employees. The Employer reserves the right to remove posted material if considered

damaging to the **Employer** and shall advise the Union of any such removal.

- 9:03** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to introduce a new employee to his Union Representative so that he can be advised of the terms and conditions set out in the Agreement.

### **Article 10 - Hours of Work**

- 10:01** Regular hours of work for all full-time employees will be:

- (a) Seven and one-half (7 ½) hours per day.
- (b) Seventy-five (75) hours per bi-weekly pay period.
- (c) Approximately one thousand, nine hundred and fifty (1950) hours per year.

- 10:02** Regular hours of work shall be deemed to:

- (a) Include a rest period of fifteen (15) minutes, away from the work station, to be scheduled by the Employer during each continuous three (3) hours of duty.
- (b) Exclude a meal period at least thirty (30) minutes, and not more than one (1) hour's duration, away from the work station, to be scheduled by the Employer during each regular working day.

- 10:03** Any variation to the work day or bi-weekly hours as specified in 10:01 shall be instituted only with the mutual agreement of the parties to this Agreement.

- 10:04** Should any significant variations to existing shift schedules be implemented by the Employer (other than: those made as a result of employee requests, during vacation period, or a change of temporary nature) the Employer shall notify the Union at least eight (8) weeks in advance in order to permit discussion.

- 10:05** Notwithstanding Article 10:03 and Article 22:09, where in the interests of client care an employee requests or agrees in writing to work for more than the regular daily hours of work and where the employee wishes to take an equal amount of time off on a day where the workload is minimal, the Employer shall consider such a request and approve it wherever possible.
- 10:06** Unless otherwise mutually agreed, full-time employees who were employed by the Employer prior to January 1, 1994, providing that they do not choose to move to a position which is required to work weekends, shall be scheduled every weekend off as referenced in Memorandum #3.
- 10:07** Should a specific need arise (groups, family meetings, etc.), Article 10:05 shall apply. Should a full-time employee referred to above be required to cover off a staff shortage on weekends and no full-time employee volunteers, the shortage shall be covered off by the least senior full-time employees within the classification and program area on alternating weekends.
- 10:08** Full-time employees hired after January 1, 1994 shall have a minimum of every second weekend off. Weekends being defined as Saturday and Sunday. Should such full-time employees be required to work weekends as defined, consideration shall be given to classification and gender balance, then employees shall be assigned such weekends in reverse order of seniority.
- 10:09** Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within the hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances the schedule shift hours shall not be extended to equal a full shift.
- 10:10** **Requests for shift exchange(s) shall be submitted in writing and co-signed by the employee willing to exchange shift(s) with the applicant. Such requests are subject to approval of the immediate supervisor and shall not result in overtime costs. Such requests shall be submitted with as much notice as possible subject to a minimum of seventy-two (72) hours notice. Such requests shall not be unreasonably requested or denied.**

## **Article 11 - Pay**

**11:01** The Employer shall pay salaries and wages as set out in Appendix "A" of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. Wages shall be paid bi-weekly. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, by the employee, where such deduction pertains to a benefit plan which is a condition of employment, or to correct a previously issued cheque. Recovery of overpayments shall be made in a fair and reasonable manner but not over a period of time in excess of the period during which overpayment was made.

**11:02** Hourly salaries shall be calculated as follows:

$$\frac{\text{Annual Salary Shown in Appendix "A"}}{1950}$$

## **Article 12 - Personnel Selection**

**12:01** Subject to 13:06, the Employer shall bulletin vacancies or new positions internally for seven (7) days shall not preclude the Employer from advertising simultaneously for external applicants.

**12:02** Notice of job vacancies or newly created positions shall contain the nature of the position, qualifications and salary range. Applicants from within the facility shall be given preference over external applicants.

**12:03** The selection of employees for vacant positions shall be on the basis of qualifications as contained in the job description, ability, and a satisfactory work record. Where qualifications, ability, and work record are equal, seniority shall be the determining factor.

**12:04** Where an employee is promoted, he shall be paid at a rate of pay set out for that position in the pay plan that is, if possible, one full increment more than the rate of pay the employee was being paid in the former position.

**12:05** The successful applicant for a permanent position will be on a trial period for six (6) months. This trial period may be extended by no more than three (3) months. The employee shall be notified in writing by the fifth (5th) month if the trial period is to be extended indicating the reasons for and the length of the extension. Where an employee is rejected during the trial period, the Employer will relocate the employee to the employee's former position and the incumbent in that position and any other affected position shall also be returned to their former position.

There shall be no trial period for part-time employees who move to full-time status in their classification.

**12:06** Where an employee is promoted without competition as a result of reclassification of the employee's position, the employee shall not be required to serve a further trial period in the position.

### **Article 13 – Probation - Newly Hired Employees**

**13:01** Every person appointed to a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Employer. Part-time employees shall be on probation until they have completed the equivalent number of working hours as would be worked by a full-time probationary employee. Such period shall not exceed nine (9) months in total. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of the probation period. Such periods of probation shall not exceed nine (9) months in total.

**13:02** An employee shall be notified in writing of any extension of the employee's probation period under 13:01 prior to the expiry of the employee's probation period. A meeting shall be held with the employee to discuss the extension. The employee has the option to have a representative present.

**13:03** A newly hired employee who is rejected during his/her probation period may grieve the rejection at Step 3 of the Grievance Procedure within twenty (20) working days from the date the employee received notice of the rejection. A hearing shall be held to discuss the grievance with the

employee and the employee's representative. The decision at Step 3 shall be final for such grievance.

- 13:04** An employee who is being rejected during the probation period shall be provided with two (2) weeks notice or payment in lieu thereof.
- 13:05** The rejection of a newly hired employee on his/her probation is not arbitrable.

### **Article 14 - Job Descriptions and Job Classifications**

- 14:01** The Employer agrees to provide the Union and the local president with copies of any amendments or additions to job descriptions and further agrees to consult with the Union as to their contents prior to implementation.
- 14:02** When establishing a new classification, the Employer agrees to consult with the Union regarding job content and to negotiate an appropriate salary range prior to posting the position.
- 14:03** In the event that there is a substantial change to an existing job description, the Union may within ten (10) days of receiving such amendment, inform the Employer of its intention to meet and/or renegotiate any adjustment(s) to the position's rate of pay or for a reclassification. Failing agreement by the parties hereto, either party may within the following thirty (30) days, refer the matter to arbitration.
- 14:04** Should an employee feel that their job description has changed significantly, such employee shall request in writing a reclassification. The employee shall provide to the Employer the reasons why they believe their job should be reclassified and in addition what wage scale they deem appropriate. Copies of the above shall be provided to the Union concurrently.
- 14:05** Should the employee be denied a reclassification, the employee shall have the right to file a grievance as per the Collective Agreement.

**14:06** An employee who is temporarily assigned for five (5) days or more, in accordance with the terms of this agreement, to a higher-paying classification, shall be paid the rate and benefits for that classification for the time he/she performs such job or, where there is a salary range, the next higher rate in the salary range; an employee who is temporarily assigned, in accordance with the terms of the agreement, to a lower-paying classification, shall continue to be paid the rate and benefits of his regular job.

### **Article 15 - Employee Files**

**15:01** Upon the written request of an employee to the **Director of Finance and Human Resources** all personnel files of that employee shall be made available for the employee's full examination. The employee, at the employee's option, may have a representative present. Such examination shall be in the presence of a representative to the Employer.

**15:02** An employee may request a copy of any specific documents on his or her personnel files. This provision shall not be unreasonably requested or denied.

### **Article 16 - Layoff**

**16:01** In the event of a layoff, employees shall receive four (4) weeks notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.

**16:02** In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their classification. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

- 16:03** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 12:03 of the Collective Agreement.
- 16:04** Employees laid off in accordance with Article 16:01 shall be recalled by order of seniority to available positions in equal or lower EFT status and equal or lower paid occupational grade provided they are qualified to perform the required work.
- 16:05** 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.
- 16:06** As per Article 16:04 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 16:07** 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 16:06.
  - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (c) A twenty-four (24) month period has elapsed since the date of layoff, as per Article 17:02 (e).

**An employee on layoff whose seniority is anticipated to terminate as per Article 17:02 (e) shall receive written notice as follows:**

<b><u>Period of Employment</u></b>	<b><u>Notice Period</u></b>
<b>Less than one (1) year</b>	<b>one (1) week</b>
<b>At least one (1) year and less than three (3) years</b>	<b>two (2) weeks</b>
<b>At least three (3) years and less than five (5) years</b>	<b>four (4) weeks</b>

<b>At least five (5) years and less than ten (10) years</b>	<b>six (6) weeks</b>
<b>At least ten (10) years</b>	<b>eight (8) weeks</b>

**Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.**

**16:08** Notwithstanding Article 8:08 (a), providing the employee has indicated to the Employer a desire to work additional available shifts in writing, such shifts shall be offered to an employee on layoff, before part-time and casual employees, provided she possesses the qualifications, basic training and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available shifts accepted by the employee on layoff cannot exceed the employee's EFT prior to layoff. Such available shifts shall be distributed on the basis of seniority.

In the event the employee accepts additional available shifts, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

(a) Vacation pay shall be calculated in accordance with Article 28:03 and shall be paid at the prevailing rate for the employee on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay.

(b) Income protection accumulation shall be calculated as follows:

Additional available hours <u>worked by the laid off employee</u>	X	Entitlement of a Full- time Employee
Full-time hours		

(c) The employee shall be paid four and one-quarter percent (4.25%) of the basic rate of pay in lieu of time off on Recognized General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.

(d) Participation in benefit plans is subject to the provisions of each plan.

- (e) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

### **Article 17 - Seniority**

**17:01** “Seniority” means the total accumulated hours paid at regular rate of pay with the Employer as defined in this Article provided such service has not been broken by termination of the employee.

**17:02** Seniority and the employment relationship will terminate when the employee:

- (a) Resigns.
- (b) Retires.
- (c) Is dismissed and not reinstated.
- (d) Dies.
- (e) Is laid off for a period of twenty four (24) months.
- (f) Has their employment terminated.
- (g) Fails to return from a leave of absence approved by the Employer without an explanation satisfactory to the Employer.

**17:03** Seniority will be retained and will accrue if:

- (a) She is on any period of paid leave of absence.
- (b) She is on any period of paid sick leave.
- (c) She is on any period of unpaid leave of absence of less than 4 weeks.
- (d) She is on Parenting Leave.
- (e) She is on full/regular workers compensation, maximum of two (2) years.

(f) She is in a term out of scope position as per the Collective Agreement.

**17:04** Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) weeks;
- (b) is absent on Workers Compensation for a period of more than two (2) years from the date of the first absence from work related to the initial injury or illness as determined by W.C.B. and in receipt of the total disability benefit established by Workers Compensation;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out-of-scope position.

**17:05** Seniority will terminate if an employee is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

### **Article 18 - Disciplinary Action**

**18:01** Except for probationary employees who may be terminated prior to the completion of their probationary period in accordance with 13:03, no employee shall be discharged or otherwise disciplined without just cause.

**18:02** **Before any disciplinary action is taken, the employee shall be informed of his/her right to Union representation and given reasonable time to obtain Union representation.**

**18:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall sign the report indicating he or she has read it and may append his/her comments to it. Upon signing the employee shall receive a copy of such report.

**18:04** Where disciplinary action, other than a verbal warning, has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain

a copy. **A copy of the disciplinary action will be sent to the Union staff representative.**

- 18:05** An employee may grieve any unjust disciplinary action according to the Grievance Procedure. Grievances concerning dismissal shall be initiated at Step 3 of the Grievance Procedure.
- 18:06** The person or Board to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 18:07** No notice or payment in lieu of notice will be given to an employee discharged for cause.
- 18:08** It is understood and agreed that the purpose of Union representation as provided for in this article is to allow an employee an opportunity for representation when hearing the Employer's case against him/her and to make representations before any decision is made to impose discipline. On this basis, a bargaining unit employee is entitled to be advised by the Employer of his or her right to Union representation and to have a Union representative present at a meeting or herein which the Employer anticipates may lead to disciplinary action, before the Employer has made any determination as to whether or in what form to impose disciplinary action.

### **Article 19 - Grievance Procedure**

- 19:01** The parties to this Agreement emphasize the necessity of a satisfactory Grievance Procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievances of employees within the bargaining unit.

**19:02** An employee has the right to request the assistance of an authorized Union representative at any stage of the Grievance Procedure.

**19:03** In this procedure:

- (a) A grievance shall mean a written dispute between the Employer and an employee regarding the application, interpretation, or alleged violation of this Collective Agreement. A grievance from the employee(s) or Union shall be on an M.G.E.U. grievance form.
- (b) A grievance may be presented by an employee or by a Union Representative on behalf of the employee or group of employees.
- (c) The written description of the nature of the grievance shall be sufficiently clear and shall state the redress requested.
- (d) At any stage of the Grievance Procedure, the grievor or the Union Representative may clarify the written description of the grievance proceeding the substance of the grievance does not change.
- (e) Policy Grievance means a complaint in writing presented by the Union concerning the application or interpretation of an Article of this Agreement. Such grievances shall be instituted at Step 2.

**19:04** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

**19:05** Step 1 - The grievor shall within twenty-one (21) calendar days of the event giving rise to the grievance, discuss the matter with his/her immediate supervisor. Such discussion shall include the facts relating to the incident being grieved, the provision(s) of the Agreement alleged to have been improperly interpreted, applied, or violated, and the redress sought by the grievor.

- 19:06** The immediate supervisor shall, within fourteen (14) calendar days of the discussion referenced in 19:05, respond to the grievance.
- 19:07** Step 2 - In the event that the response given under 19:06 is unsatisfactory to the grievor, the grievor shall within fourteen (14) calendar days following receipt of such response, submit the grievance in writing, stating the facts, provision of the Agreement alleged to have been breached, and redress sought to the **Director of Operations**.
- 19:08** The **Director of Operations** shall, within fourteen (14) calendar days after receipt of the written grievance, reply in writing to the grievor.
- 19:09** Step 3 - Where the response given under 19:08 is unsatisfactory the grievor shall within fourteen (14) calendar days re-submit the grievance in writing to the Chief Executive Officer (C.E.O.).
- 19:10** The Chief Executive Officer (C.E.O.) shall review the grievance and, where necessary, conduct a hearing into the matter and reply in writing to the grievance within fourteen (14) days of the matter being referred to her.

## **Article 20 - Arbitration Procedure**

- 20:01** Either party, within twenty-one (21) calendar days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to arbitration.
- 20:02** Such notice shall include the name of that party's appointee to the Arbitration Board.
- 20:03** The party receiving such notice shall within fourteen (14) calendar days notify the other party of its appointee to the Arbitration Board.
- 20:04** The two appointees so selected shall within twenty one (21) calendar days meet and name the neutral third member who shall be the Chairperson of the Board.

**20:05** Where the party indicating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in sub-section 20:01 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 fourteen (14) calendar days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach an agreement on the selection of a single arbitrator within fourteen (14) calendar days the party initiating the arbitration proceedings may submit the name of its appointee to the Board, in accordance with 20:03, within fourteen (14) calendar days.
- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for the purposes of this article.

**20:06** After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides, and render its decision within thirty (30) calendar days after completion of the hearing, and its decision or the decision of the majority shall be final and binding upon the employee, the Union and the Employer.

**20:07** The Arbitration Board shall not be empowered to change by its decision any provision of this Agreement or to set provisions of a new agreement.

**20:08** The Arbitration Board shall have the right to either rescind, vary or uphold the decision of the Employer.

**20:09** The parties shall each be responsible for the fees and expenses of the appointees. The fees and expenses of the Chairperson shall be shared equally by both parties. Each party is entitled to call in witnesses or other persons to give testimony. Each party shall be responsible for the fees or costs of providing its witnesses.

**20:10** Each party is entitled to call in witnesses or other persons to give testimony. Each party shall be responsible for the fees or costs of providing its witnesses.

## **Article 21 - Salaries and Increments**

- 21:01** Employees shall be paid in accordance with Appendix “A” attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed her duties in a satisfactory fashion.
- 21:02** Salaries shall be paid bi-weekly to each employee in accordance with his classification listed in Appendix “A”.
- 21:03** If an employee meets the criteria as laid out in Article 21 and 8:05 of the Collective Agreement they shall be entitled to an increment as follows:
- (a) Upon the commencement of full-time employment, the employee shall be entitled to a merit increase upon completion of one full year of continuous service and each subsequent year thereafter, until they reach the maximum rate of pay for their classification.
  - (b) In a transition year when an employee moves from a full-time to a part-time or a part-time to a full-time position within the same classification, they shall be entitled to a merit increase as per the wage schedule after they have completed the required number of hours as per Article 8:05 and one year of service unless altered by the terms of this agreement. During this transition year, all regular paid hours since their last increment shall be included in the calculation.
  - (c) In either Articles 21:03 (a), (b) or 8:05, when an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for an employee shall move forward in direct relation to the length of the leave.
  - (d) Employees who move to a new classification will have a new increment date established based upon the date of hire into the new position.
  - (e) At no time during a year of service will any employee be entitled to more than one increment.
- 21:04** Where a merit increase is not granted to an employee on the employee’s increment date:

- (a) The employee shall be notified of the merit increase denial on or before the applicable increment date. The employee shall be provided with the reasons in writing why the merit increase was denied;
- (b) The merit increase may be granted to the employee on any subsequent monthly increment date which is not less than three (3) months from the employee's increment date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly increment date referred to;
- (c) The employee may file a grievance at the appropriate step of the Grievance Procedure; no grievance may be initiated where a merit increase is not granted under sub-section (b);
- (d) The employee is eligible for a merit increase at the employee's next increment date notwithstanding that the employee was granted a merit increase under sub-section (b).

## **Article 22 - Overtime**

- 22:01** Overtime shall be time worked in excess of the daily and bi-weekly hours of work as specified in 10:01 (a) and (b), such time to have been authorized in such manner and by such person as may be designated by the Employer. In cases of emergency where an employee has made every reasonable effort but has been unable to contact management for overtime authorization, any overtime which must be worked shall be considered to be approved by the Employer.
- 22:02**
- (a) Employees shall receive one and one-half (1 ½ x) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day.
  - (b) Employees shall receive two (2 x) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one day.
  - (c) All overtime worked on a General Holiday shall be paid at two and one-half (2 ½ x) times the employee's basic rate of pay.

- 22:03** 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.
- 22:04** (a) Where an employee has worked overtime, she may choose to receive time off in lieu of payment for overtime worked. Arrangements thereof shall be completed to the mutual satisfaction of the employee and the Employer within thirty (30) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement cannot be reached for the overtime to be taken within a further ninety (90) calendar days, then the employee shall receive payment.
- (b) The employee may request to have any portion of the banked time paid out.
- 22:05** An employee who is absent on paid time off during his/her scheduled work week shall, for the purpose of computing overtime pay, be considered as if he/she had worked his/her regular hours during such absence.
- 22:06** Employees working two (2) consecutive **full** shifts will be paid at double time for the second shift.
- 22:07** Employees required to report back to work outside their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at time and one-half provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity. This provision shall only apply to part-time employees who, when called in, work hours which are payable at overtime rates as specified in 22:01.
- 22:08** Unless he/she has been notified beforehand not to report for work, an employee reporting for work at his/her scheduled starting time shall be provided with a minimum of three (3) hours work or pay in lieu thereof.
- 22:09** An employee shall not be required to layoff during regular hours to equalize any overtime worked.

- 22:10** Overtime work shall be distributed as equitably as possible among those employees qualified for the work.
- 22:11** In the event that no part-time employee or casual employee are available in accordance with 8:08 (b) and 8:08 (f), such additional shifts shall be offered to employees by classification and in accordance with seniority at applicable overtime rates.

### **Article 23 - Parenting Leave**

- 23:01** Parenting Leave  
Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.
- 23:02** **An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan “A” or Plan “B” but not both.**
- (i) Maternity/Parental Leave  
**Plan A**  
An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:
- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental

Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

- (e) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in Article 26:11

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 26:11.

**Effective June 1, 2009 the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after June 1, 2009.**

**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 a least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and**
  - (b) She will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and**
  - (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.**
  
- 3. An employee who 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 23:01 (1) (c).**
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date**

mentioned in that certificate, as in Article 23:01 (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 23:01 (3), shall be on a leave without pay basis.

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

6. Plan B does not apply to temporary employees.

7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

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

(ii) Parental Leave    Paternity

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

- (a) He become 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 completed 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 without pay of up to thirty-seven (37) weeks subject to the following conditions:

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

(iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least two (2) weeks or one pay period whichever is longer 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 salary level.

**23:03** Where an application for parental leave is not made in accordance with Section 23:01 (iii) (c) the employee is nonetheless entitled to, and upon application to the Employer shall be granted parental leave under the section for the portion of the leave period that remains at the time the application is made.

**23:04** Upon request, up to three (3) days' of income protection shall be paid to the parent on the occasion of a birth or adoption of a child. Such leave shall be paid from the family illness income protection bank as stipulated in Article 26:11 provided the full provision of 23:01 (i) (e) is not utilized.

### **Article 24 - Bereavement Leave**

**24:01** (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a:

- |                     |                                   |
|---------------------|-----------------------------------|
| - spouse            | - daughter-in-law                 |
| - common-law spouse | - son-in-law                      |
| - child             | - former legal guardian           |
| - parent            | - fiancé/fiancée                  |
| - sibling           | - step grandchildren              |
| - father-in-law     | - step children                   |
| - mother-in-law     | - step parents                    |
| - grandparent       | - foster child                    |
| - grandchild        | - any other relative who has been |
| - brother-in-law    | residing in the same household    |
| - sister-in-law     | - same sex partner                |

(b) Such days may be taken only in the period which extends from the date of death up to and including the day following internment. 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) kilometres from the employee's home, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the employee's home.

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

### **Article 25 - Compassionate Care Leave**

**25:01** 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 complete at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two 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.

**25:02** For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- (a) 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

- (b) the family member requires the care of support of one or more family members.

**25:03** The employee must give the Employer a copy of the physician's certificate as soon as possible.

**25:04** A family member for the purpose of this Article shall be defined as:

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) A parent of the employee or a parent of the employee's spouse or common-law partner;**
- (d) 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;**
- (e) A current or former foster parent of the employee or of the employee's spouse or common-law partner;**
- (f) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**
- (g) The spouse or common-law partner of a person mentioned in any of the clauses (c), (d), (e) and (f);**
- (h) 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.**

**25:05** 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.

- 25:06** Seniority shall accrue as per Article 17:03 (c).
- 25:07** Subject to the provisions of 24:02, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- 25:08** 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 24:01 (full-time employees) or Article 8:06 (part-time employees).

### **Article 26 - Income Protection**

- 26:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.
- 26:02** An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the Workers Compensation Act, or by Manitoba Public Insurance (M.P.I.) shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits. An employee cannot receive income protection benefits for any period of time during which she is eligible for wage loss benefits from either the W.C.B. or M.P.I.

Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by M.P.I.

Should an employee be involved in an auto accident while performing Employer business such employee, when applying for Workers Compensation Benefits, will be advised they have the right to either receive Workers Compensation Benefits or apply for Manitoba Public Insurance benefits.

- (a) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable

against the employee's accumulated income protection credits, providing the following conditions are met:

- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty;
- (ii) If (i) above is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss her situation with her Supervisor and attempt to arrange to be absent at time which is the least disruptive to the department. In determining an acceptable time for the employee to be absent, the urgency of the illness will be a major consideration.

**26:03** An employee who will be absent under the conditions outlined in Article 26:01 shall inform her supervisor 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 the Day Shift	One (1) Hour
Prior to Evening Shift	Three (3) Hours
Prior to Night Shift	Three (3) Hours

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery must give seven (7) days notice except in cases of emergency. An employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible but not later than the following:

Day Shift - notify the Employer by 1400 hours the day prior to returning to work.

Evening Shift - notify the Employer by 1000 hours the day returning to work.

Night Shift - notify the Employer by 1200 hours the day returning to work.

If an employee reports for work after a period of illness and has not given proper notification, she may be sent home with no pay.

- 26:04** Income protection shall accumulate at the rate of one and one quarter (1¼) days for each full month of service.
- 26:05** A Committee comprised of Management and Union personnel will review payments of income protection to employees in order to minimize the abuse of income protection. Disciplinary action will be at the sole discretion of the Employer.
- 26:06** Income protection shall not accrue during an unpaid period of employment except for:
- (a) An unpaid leave of absence of less than four (4) consecutive weeks;
  - (b) While an employee is absent while in receipt of full Workers Compensation benefits for up to two (2) years.
- 26:07** During the probationary period an employee may claim accumulated income protection credits. However should an employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.
- 26:08** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, 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.
- 26:09** If an employee is to be absent for illness for a period exceeding her income protection, including Employment Insurance credits, she must request, or cause someone on her behalf, to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall 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.
- 26:10** Income Protection and Workers Compensation
- (A) (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.

- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written 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 Article 21:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
  - (b) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B. decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
  - (c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
  - (d) In the event the W.C.B. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
  - (e) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

- (B) (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. 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 Article 21 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until 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 occurs first.
- (iii) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
- (v) In accordance with Section 41 (6) (b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1, 1994, so that the W.C.B. may determine whether or not the supplements referenced in (B) (i) above shall continue in effect after January 1, 1995.

- (vi) If at any time it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.

**26:11** For each one and one-quarter (1 ¼) days of income protection accumulated, one day\* shall be reserved exclusively for the employee's personal use as outlined in Article 26:02. The remaining one-quarter (¼) of a day\* shall be reserved for either the employee's personal use as outlined in Article 26:02, or for use in the event of family illness as specified in Article **26:12**. 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".

- (i) For the purpose of implementation of this provision the following procedure will apply and the employee's total accumulated income protection credits shall be allocated as follows:
- (ii) Eighty percent (80%) of the balance will be reserved for the employee's personal use.
- (iii) Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with Article 24:02.

**26:12** **Subject to Article 26:11, an employee may use up to five (5) days income protection in any one (1) calendar year for the purpose of providing care in the event of an illness of a spouse, child or parent. Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment, and twelve (12) days in each year of employment thereafter.**

**26:13** If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize sick leave credits to cover the period of time from

the date of the hospitalization to the date of discharge, and the displaced vacation shall be re-scheduled. Proof of such hospitalization shall be provided if requested.

### **Article 27 - General Holidays**

**27:01** The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

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

and any other day proclaimed as a holiday by Federal or Provincial authorities.

**27:02** Employees required to work on a general holiday will be paid at the rate of time and one-half (1 ½) their basic rate of pay.

**27:03** A full-time employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

**27:04** If a general holiday falls on the regular day off of a full-time employee or during his/her annual vacation, he/she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

- 27:05** If a general holiday falls on a day on which an employee is receiving sick leave benefits, he/she shall be paid for the holiday and such pay shall not be deducted from sick leave credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, he/she shall be paid from sick leave credits for that day at his/her basic rate of pay.
- 27:06** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) did not fail to report to work and worked the normal hours of work after having been scheduled to work on the day of the holiday;
  - (b) has not been absent from work without the consent of the employee's Supervisor on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 27:07** Notwithstanding 27:06 (b), an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 27:08** Any employee wishing to observe a religious holiday shall be offered the option of taking a vacation day or banked time.

### **Article 28 - Vacation**

- 28:01** The vacation year shall be from the 1st day of April in one year to the 31st day of March in the following year.
- 28:02** Vacation earned in one vacation year is to be taken in the following vacation year.
- 28:03** Vacation shall be earned at the following rates:

<u>Year of Employment</u>	<u>Rate of Earning</u>
In the first three years	15 working days
In the fourth to ninth years	20 working days
In the tenth to nineteenth years	25 working days
In the twentieth and subsequent years	30 working days

Vacation entitlement for the vacation year following completion of the third, ninth, and nineteenth years of continuous employment shall be determined by a pro rata calculation based upon the two rates of earned vacation.

**28:04 Effective April 1, 2009; In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (five [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 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.**

**28:05** The Employer shall post a projected vacation entitlement list by March 1st. Each employee shall submit his/her choice of vacation period not later than March 31st and the Employer shall then post a final vacation schedule by April 30th.

Employees who fail to indicate their choice within this thirty (30) day period following the posting of the entitlement list shall not have preference in the choice of vacation time where other employees have indicated their preference.

**28:06** If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation.

**28:07** There will be a master vacation seniority list prepared by classification in sub programs within a work area from which employees may indicate their preference for time off.

**28:08** The Employer shall prepare the vacation schedule after giving consideration to:

1. The operational requirements of the **Employer**.
2. The individual choices of employees.

**28:09** For the purposes of vacation the Work Areas will be defined as follows:

Hospital Program

Intensive Treatment Services - Residential/Day Treatment

Community Services Program

Neurodevelopment Services

**Community Child and Adolescent Treatment Services**

**Centralized Intake – Mental Health**

**Centralized Intake – Youth Addiction**

Early Psychosis Prevention and Intervention Services

Youth Forensic Services

**Attention Deficit Hyperactivity Disorder Services**

Administrative Support

**28:10** Vacation shall be earned on all hours paid at the employee's rate of pay, and

- (a) any unpaid leave of absence of up to four (4) weeks,
- (b) any period of workers compensation of up to one (1) year.

**28:11** Vacation leave may be taken subject to the approval of the **immediate Supervisor**.

**28:12** The **immediate Supervisor** may authorize that vacation leave be carried forward to the next year to supplement the vacation period in that year.

### **Article 29 - Court Leave**

- 29:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private matters, shall be granted a leave of absence without loss of pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.
- 29:02** Employees subpoenaed or summoned as a witness in a court proceeding involving the Manitoba Adolescent Treatment Centre shall, if required to attend court during their off duty hours, receive equivalent time off without loss of pay to a maximum of seven and one-half (7 ½) hours for each day of such court duty. Such time off shall be scheduled at mutually agreeable time.

### **Article 30 - Pre-Retirement Leave**

- 30:01** Employees retiring in accordance with the following:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80);
- shall be granted retirement bonus on the basis of four (4) days per year of employment.
- 30:02** Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.

- 30:03** Employees retiring in accordance with the conditions of 30:01 shall be granted paid retirement bonus as specified on the following basis. Calculations will be based on the following formula:

$$\frac{\text{Total Paid Hours Actually Worked from Date of Hire}}{\text{Full-time Hours}} \quad \times \quad \text{Four (4) days}$$

- 30:04** Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.
- 30:05** Permanent employees who terminate employment at any time due to permanent disability shall be granted retirement leave payable in a lump sum.

### **Article 31 - Standby**

- 31:01** For the purpose of this Article, a twenty-four (24) hour period shall be defined as the twenty-four (24) period starting at a time which coincides with the commencement of the shift which starts at or about 0001 hours.
- 31:02** (a) **Employees required to be on standby shall receive one (1) hour basic pay for each eight (8) hour period or pro rata payment for any portion thereof. Effective October 1, 2010, employees required to be on standby shall receive two (2) hours basic pay for each eight (8) hour period or pro rata payment for any portion thereof.**
- (b) The “Standby Premium” will not apply during any period when the employee is performing their duties.
- 31:03** An employee on stand-by if called back to work shall be compensated in accordance with the call-out provisions in Article 22:07 in addition to stand-by pay.

**31:04** An employee designated for stand-by duty must be available during the employee's period of stand-by at a known telephone number and must be available to return to work as quickly as possible if called.

### **Article 32 - Contracting Out**

**32:01** It shall not be considered as sub-contracting should the Employer:

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

**32:02** In accordance with Article 32:01, an employee will be given ninety (90) days notice and severance pay on the basis of two (2) weeks pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating facility.

**32:03** If the Employer intends to sub-contract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment with the Facility for those employees so displaced and will guarantee to offer alternative employment with the Facility to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months' service accepting a position in a lower paid grade will continue at the salary of his/her present grade and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

### **Article 33 - Technological Change**

**33:01** 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.

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) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**33:02** An employee who is displaced from her job as a result of the technological change shall be given an opportunity to fill any vacancy for which she has institutional 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 institutional seniority, in accordance with layoff procedures specified in this Agreement.

**33:03** (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new

area in respect of which there is a demand within the facility of individuals possessing such skills. A reasonable training period (not to exceed twelve [12] months) will be provided by the Employer. During the above training periods the employees shall be paid at their current rate of pay.

- (b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most seniority.

### **Article 34 - Video Display Terminals**

**34:01** A V.D.T. operation who is required to work at a Video Display Terminal for twenty-five percent (25%) or more of the normal work week shall have their eyes examined by an Ophthalmologist/Optomtrist selected by the employee and acceptable to the Employer, once per year. The Employer shall pay the costs of such examinations or tests where not covered by a medical plan.

### **Article 35 - Weekend Premium**

**35:01** (a) Effective the start of the first pay period following the date of ratification, a weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours the following Sunday.

- (b) Weekend premiums shall not be payable while an employee is receiving overtime rates.

**35:02** The weekend premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave, vacation pay or any other employee benefit.

### **Article 36 - Shift Premium**

- 36:01** (a) An employee scheduled and required to work a shift where one-half (½) or more of the hours are worked between 1600 and 2400 hours as a part of her regular shift shall be paid a shift premium of one dollar (\$1.00) per hour.
- (b) An employee scheduled and required to work a shift where one-half (½) or more of the hours are worked between 0001 and 0800 hours as a part of her regular shift shall be paid a shift premium of one dollar and seventy-five cents (\$1.75) per hour.
- (c) Shift premiums shall not be payable while an employee is receiving overtime rates.
- 36:02** The shift premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave, vacation pay or any other employee benefits.
- 36:03** An employee who is assigned by the Employer to be “in charge” shall be paid a responsibility pay of one dollar (\$1.00) per hour so assigned.

### **Article 37 - Discrimination and Harassment**

- 37:01** The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment.
- 37:02** 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
- Gender determined characteristics or circumstances other than those included under sex.

**37:03** 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 a confidential manner by both the Employer and the Union.

**37:04** The definition of harassment shall consist of the definition contained in the Manitoba Human Rights Code and shall further include the definition of harassment set out in the M.A.T.C. Workplace Harassment Policy.

### **Article 38 - Safety and Health**

- 38:01** (a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health. Union representation on the committee shall be no less than two (2) employees and no more than four (4) employees.
- (b) 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.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices. The duties of the committee include:
- (i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of workers;

- (ii) participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
  - (iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
  - (iv) cooperation with a safety and health officer who is exercising his duties under the Workplace Safety and Health Act;
  - (v) the development and promotion of programs for education and information concerning safety and health in the workplace;
  - (vi) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
  - (vii) such other duties as may be specified in the Workplace Safety and Health Act or regulations.
- (d) Minutes of Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on the appropriate bulletin boards and a copy supplied to the Union and to the Department of Workplace Safety and Health.
- (e) Unresolved issues shall be referred to the Chief Executive Officer (C.E.O.) or designate and a response shall be provided to the Workplace Safety and Health Committee within a mutually agreed period of time.

### **Article 39 - Labour Management Committee**

**39:01** The Employer and the Union agree to establish and maintain a labour management committee consisting of equal representation from Centre Management and the Union.

**39:02** The Committee shall meet at the request of either party but not less than once in each month unless otherwise agreed.

- 39:03** The Committee shall discuss matters of mutual concern and make recommendations in relation to these concerns.
- 39:04** The Committee shall not have jurisdiction over wages or any other matters of collective bargaining including the administration of this Agreement. The Committee shall 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 Employer will be directly responsible for ensuring that the minutes of the meetings are distributed to both parties.
- 39:05** All time spent by employees on Labour Management Committee business shall be on a time off without loss of pay basis.
- 39:06** The Labour Management Committee may be utilized to discuss matters related to staffing levels.

#### **Article 40 - Leave of Absence Without Pay**

- 40:01** **Employee requests must be made in writing to the Director of Operations or designate at least four (4) weeks in advance. The length of leave shall not exceed twelve months. Such matters as the organizational priorities, staff coverage and equitable distribution of opportunities will be considered in the granting of Leave of Absence.**
- 40:02** Such leaves shall not be unreasonably requested or denied.
- 40:03** Leave for Public Duties
- (a) The Employer recognizes the rights of employees to participate in public affairs. Upon written request, M.A.T.C. will grant leave of absence without loss of seniority but without pay so that employees, where eligible, may be candidates in federal, provincial or municipal elections.
- (b) Any employee who is elected to public office shall be granted by M.A.T.C. a leave of absence without loss of seniority, but without pay, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his or her term of office.

### **Article 41 - Educational Leave**

- 41:01** Requests for educational leaves shall be submitted in writing to the Program Director.
- 41:02** The Employer shall review each request giving consideration to:
- (a) the value of the program to the employee and the Employer.
  - (b) the cost of the program in light of the Employer's financial resources.
  - (c) the appropriateness of the course for the individual making the request.
  - (d) the continued employment of the individual making the request upon completion of the program.
  - (e) the nature and quality of the program.
  - (f) any other matter which must be considered in light of the request.
- 41:03** The employee shall be given a written response to her request and where approval is granted, any specific conditions or limitations shall also be stated.

### **Article 42 - Loss or Damage to Personal Property**

- 42:01** Where, during the performance of their duties, employees have their clothing or personal property damaged, lost or stolen, the employee may make application to the Employer for compensation.

### **Article 43 - Employee Benefit Plans**

- 43:01** The Employer agrees to continue to participate in the Hospital Employees' Benefit Plans' Group Life Insurance Plan, Dental Insurance Plan, and the Hospital Employees' Pension Plan and to continue the present cost sharing arrangements unless other arrangements are mutually agreed to.

**43:02 Disability and Rehabilitation Plan**

**The Disability and Rehabilitation Plan, with benefit levels as determined by the HEBP Board of Trustees, shall continue to be implemented for all eligible employees. The Employer will contribute to a maximum of two point three (2.3%) percent of base salary to fund the provincial Disability and Rehabilitation Plan.**

**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, the employee will commence drawing disability benefits. It is understood that the elimination period of the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for a period of time not to exceed this elimination period provided the employee has sufficient income protection credits.**

**43:03 Employee Assistance Program - The Employer will pay up to three dollars (\$3.00) per month per employee for access into the Civil Service Employee Assistance Program.**

**Effective April 1, 2009, provision of EAP services will be provided by the Manitoba Blue Cross Regional Health Authorities Employee Assistance Program.**

**43:04 Extended Health Care Plan / Health Spending Account**

**The following benefit improvements will be applied through HEBP as specified:**

**1. Extended Health Care Plan:**

- April 1, 2009 – All employees who are enrolled or become enrolled in accordance with the options set out below, will be in the HEBP “Enhanced” Extended Health Care Plan.**
- Effective April 1, 2009 the “Enhanced” Plan premiums will be paid 50% by the Employer and 50% by the employee.**
- There will be a three month enrollment period of January 1, 2009 to March 31, 2009 to allow employees currently**

participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage altogether.

- Employees not previously in the Plan may revisit their status and either opt into the “Enhanced” Plan provided they are eligible in accordance with their category of employment, or remain out.
- Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.
- New employees hired on or after April 1, 2009 will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrollment changes will be as per the HEBP Plan text.

**2. Health Spending Account:**

Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP “Enhanced” Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

- April 1, 2010      \$250 for full-time employees\*  
                             \$125 for part-time employees
- April 1, 2011      \$500 for full-time employees\*  
                             \$250 for part-time employees

\* For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- **A “year” or “the annual HSA benefit” is defined as the calendar year – January 1 to December 31.**
- **In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Healthcare Plan.**
- **New employees hired on or after April 1, 2010 who become enrolled in the “Enhanced” Extended Healthcare Plan will commence HSA coverage following one year participation in the “Enhanced” Extended Health Care Plan.**
- **Unutilized HSA monies are not carried over to the subsequent year.**

#### **Article 44 - Transportation and Meal Allowance**

**44:01** If the Employer requires an employee to:

- (a) Arrive at or leave the **Centre (s)** between 0001-0600 hours, and if the employee does not have their own transportation at the Centre (s), the Employer will reimburse the employee for taxi fare.
- (b) Return to the **Employer’s premises** on a callback, the Employer will reimburse the employee for taxi fare or pay a mileage allowance **in accordance with Province of Manitoba mileage rates.**
- (c) **Use his/her own transportation in the course of his/her duties, the Employer will pay a mileage allowance in accordance with Province of Manitoba mileage rates plus any substantiated parking costs.**
- (d) **Any increases in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba rate increase became effective.**
- (e) Supervise clients during a meal, the employee shall be provided with a meal or will be reimbursed for the price of a meal up to a maximum of six dollars (\$6.00) **(seven dollars [\$7.00] effective April 1, 2009).**

**44:02** If an employee is required to have his vehicle at work, his parking costs shall be partially subsidized by an amount to be determined by the Board of Directors.

### **Article 45 - Rights of Stewards**

**45:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

**45:02** The Employer recognizes the Union’s right to select Stewards to represent employees.

**45:03** 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 workplace, and the administrative structure implied by the Grievance Procedure.

**45:04** The Union agrees to provide the Employer with a list of Officers and Stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for Officers and Stewards.

**45:05** Subject to the provisions of 45:06, 45:07, and 45:08 Stewards and employees shall not conduct Union business during their working time.

**45:06** 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.

**45:07** For complaints of an urgent nature, a Steward shall first obtain the permission of his/her immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or **Employer** official concerned. Such permission shall not be unreasonably sought or withheld. On resuming normal duties, the Steward shall notify his/her supervisor.

**45:08** 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, providing 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).

### **Article 46 - Notice of Termination of Employment**

- 46:01** (a) The Employer or an employee may terminate employment by providing **four (4)** weeks written notice to the other party.
- (b) 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.
- 46:02** Subject to Sections 46:04 and 46:05 where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties on the Thursday immediately preceding a Friday which, but for the fact that a holiday falls there on would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 46:03** Notice of resignation shorter than the required **four (4)** weeks may only be given with the approval of the Employer.
- 46:04** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 46:05** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

### **Article 47 - Continuance of Operations**

- 47:01** The parties agree that during the life of this Agreement there shall be no slow down of work, picketing, disruption, suspension or stoppage of work and to this end the Union will take affirmative action to prevent any

employee from such action. The Employer agrees that there shall be no lockout.

### **Article 48 - Job Sharing**

- 48:01** Notwithstanding any provision contained in this Agreement to the contrary, the Employer may approve certain positions to be open to “job sharing”. The position approved shall only be filled in a “job sharing” capacity if initiated by those employees interested. **Such requests shall not be unreasonably requested or denied.**
- 48:02** Job sharing shall mean permitting more than one individual to fill a position under terms acceptable to the Employer and incumbents.
- 48:03** The Employer shall not be obliged to incur expenses relative to the incumbents in a job-shared position which exceed those which would have been incurred had the position been filled by a single incumbent.
- 48:04** Employees who fill a shared job shall sign a job sharing agreement outlining their rights and obligations under such an arrangement. A sample of such an agreement agreed to by the Union and the Employer is appended in Appendix B.

### **Article 49 - Casual Relief**

- 49:01** The Manager will be responsible for determining the need for additional shifts. When a Manager or designate is on duty, they will be responsible for offering such additional shifts to employees as per Article 8:08. The “designate” shall be the **Clinical Resource Nurse and/or Clinical Resource Adolescent Mental Health Counselor III.**

### **Article 50 - Special Understanding - Casual Employees**

- 50:01** A “casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage,

**subject to Article 8:08. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:**

- (a) Casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.**
- (b) Casual employees are paid in accordance with the salaries specified in Appendix "A". Increments may be granted in recognition of satisfactory service in accordance with the number of hours worked.**
- (c) Casual employees are entitled to the shift premium(s) outlined in Article 34.**
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1 ½ x) times their basic rate of pay.**
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 22:01 and 22:02.**
- (f) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 7.**
- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.**
- (h) Articles 19 and 20 herein apply only with respect to the terms of this Article.**

Signed this 23 day of December, 2008, in the City of Winnipeg.

Ken Hoosal  
On Behalf of the Manitoba Adolescent  
Treatment Centre

Derman  
On Behalf of the Manitoba Government  
and General Employees' Union

Michael Joseph  
On Behalf of the Manitoba Adolescent  
Treatment Centre

David Ferguson  
On Behalf of the Manitoba Government  
and General Employees' Union

Andrew  
On Behalf of the Manitoba Adolescent  
Treatment Centre

M Hubert  
On Behalf of the Manitoba Government  
and General Employees' Union

**Appendix “A”**

<b>Adolescent Mental Health Counselor II</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
April 1, 2008	hourly	21.667	22.647	23.630	24.614	25.597
2.9% GPI	annual	42,251.34	44,162.12	46,079.39	47,996.66	49,913.93
April 1, 2009	hourly	22.295	23.304	24.315	25.328	26.339
2.9% GPI	annual	43,476.63	45,442.82	47,415.69	49,388.56	51,361.43
April 1, 2010	hourly	22.942	23.980	25.020	26.063	27.103
2.9% GPI	annual	44,737.45	46,760.66	48,790.75	50,820.83	52,850.91
April 1, 2011	hourly	23.607	24.675	25.746	26.819	27.889
2.9% GPI	annual	46,034.84	48,116.72	50,205.68	52,294.63	54,383.59

<b>Adolescent Mental Health Counselor III Clinical Resource</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
April 1, 2008	hourly	24.730	25.605	26.481	27.355	28.234
2.9% GPI	annual	48,223.87	49,929.07	51,638.60	53,341.64	55,055.50
April 1, 2009	hourly	25.447	26.348	27.249	28.148	29.053
2.9% GPI	annual	49,622.36	51,377.01	53,136.12	54,888.55	56,652.11
April 1, 2010	hourly	26.185	27.112	28.039	28.964	29.896
2.9% GPI	annual	51,061.41	52,866.94	54,677.07	56,480.32	58,295.02
April 1, 2011	hourly	26.944	27.898	28.852	29.804	30.763
2.9% GPI	annual	52,542.19	54,400.08	56,262.71	58,118.25	59,985.58

<b>Administrative Secretary</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	16.035	16.516	17.011	17.521	18.047	18.588
2.9% GPI	annual	31,267.32	32,205.34	33,171.50	34,166.65	35,191.65	36,247.40
April 1, 2009	hourly	16.499	16.994	17.504	18.029	18.570	19.127
2.9% GPI	annual	32,173.82	33,139.04	34,133.21	35,157.21	36,211.92	37,298.28
April 1, 2010	hourly	16.978	17.487	18.012	18.552	19.109	19.682
2.9% GPI	annual	33,106.87	34,100.07	35,123.07	36,176.77	37,262.07	38,379.93
April 1, 2011	hourly	17.470	17.994	18.534	19.090	19.663	20.253
2.9% GPI	annual	34,066.96	35,088.97	36,141.64	37,225.89	38,342.67	39,492.95

<b>Administrative Secretary</b>	<b>PIO</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
April 1, 2008	hourly	16.039	16.729	17.421	18.115	18.808
2.9% GPI	annual	31,276.09	32,622.49	33,970.89	35,323.31	36,675.72
April 1, 2009	hourly	16.504	17.215	17.926	18.640	19.353
2.9% GPI	annual	32,183.10	33,568.54	34,956.05	36,347.68	37,739.32
April 1, 2010	hourly	16.983	17.714	18.446	19.180	19.915
2.9% GPI	annual	33,116.41	34,542.03	35,969.77	37,401.76	38,833.76
April 1, 2011	hourly	17.475	18.228	18.981	19.737	20.492
2.9% GPI	annual	34,076.79	35,543.75	37,012.90	38,486.42	39,959.94

<b>Payroll Clerk</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	17.414	17.936	18.474	19.028	19.599	20.187
2.9% GPI	annual	33,956.75	34,975.46	36,024.72	37,105.46	38,218.62	39,365.18
April 1, 2009	hourly	17.919	18.456	19.010	19.580	20.167	20.773
2.9% GPI	annual	34,941.16	35,989.40	37,069.08	38,181.15	39,326.59	40,506.38
April 1, 2010	hourly	18.438	18.991	19.561	20.148	20.752	21.375
2.9% GPI	annual	35,954.46	37,033.09	38,144.08	39,288.41	40,467.06	41,681.07
April 1, 2011	hourly	18.973	19.542	20.128	20.732	21.354	21.995
2.9% GPI	annual	36,997.14	38,107.05	39,250.26	40,427.77	41,640.60	42,889.82
<b>Health Information Management Technician</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	17.016	17.526	18.052	18.594	19.152	19.726
2.9% GPI	annual	33,181.10	34,176.53	35,201.82	36,257.88	37,345.62	38,465.98
April 1, 2009	hourly	17.510	18.035	18.576	19.133	19.707	20.299
2.9% GPI	annual	34,143.90	35,168.21	36,223.26	37,309.96	38,429.26	39,582.13
April 1, 2010	hourly	18.017	18.558	19.115	19.688	20.279	20.887
2.9% GPI	annual	35,134.07	36,188.09	37,273.73	38,391.95	39,543.70	40,730.02
April 1, 2011	hourly	18.540	19.096	19.669	20.259	20.867	21.493
2.9% GPI	annual	36,152.96	37,236.55	38,354.67	39,505.31	40,690.47	41,911.19

<b>Health Information Management Technician PIO</b>			<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	
April 1, 2008	hourly		17.318	17.991	18.665	19.337	20.012	
2.9% GPI	annual		33,770.24	35,082.52	36,396.81	37,707.09	39,023.38	
April 1, 2009	hourly		17.820	18.513	19.206	19.898	20.592	
2.9% GPI	annual		34,749.57	36,099.91	37,452.32	38,800.59	40,155.06	
April 1, 2010	hourly		18.337	19.050	19.763	20.475	21.190	
2.9% GPI	annual		35,757.31	37,146.81	38,538.44	39,925.81	41,319.56	
April 1, 2011	hourly		18.869	19.602	20.336	21.069	21.804	
2.9% GPI	annual		36,794.27	38,224.07	39,656.05	41,083.66	42,517.83	
<b>Cook II</b>			<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly		16.353	16.844	17.349	17.870	18.406	18.958
2.9% GPI	annual		31,888.94	32,845.61	33,830.97	34,845.90	35,891.28	36,968.02
April 1, 2009	hourly		16.828	17.333	17.853	18.388	18.940	19.508
2.9% GPI	annual		32,814.45	33,798.88	34,812.85	35,857.23	36,932.95	38,040.94
April 1, 2010	hourly		17.316	17.835	18.370	18.922	19.489	20.074
2.9% GPI	annual		33,766.07	34,779.05	35,822.42	36,897.09	38,004.01	39,144.13
April 1, 2011	hourly		17.818	18.353	18.903	19.470	20.054	20.656
2.9% GPI	annual		34,745.28	35,787.64	36,861.27	37,967.11	39,106.12	40,279.31

<b>Building Services Worker I</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	13.289	13.688	14.098	14.521	14.957	15.406
2.9% GPI	annual	25,913.84	26,691.25	27,491.99	28,316.75	29,166.25	30,041.24
April 1, 2009	hourly	13.674	14.085	14.507	14.942	15.391	15.852
2.9% GPI	annual	26,665.25	27,465.21	28,289.17	29,137.84	30,011.98	30,912.34
April 1, 2010	hourly	14.071	14.493	14.928	15.376	15.837	16.312
2.9% GPI	annual	27,438.55	28,261.70	29,109.55	29,982.84	30,882.33	31,808.80
April 1, 2011	hourly	14.479	14.913	15.361	15.822	16.296	16.785
2.9% GPI	annual	28,234.26	29,081.29	29,953.73	30,852.34	31,777.91	32,731.25

<b>Building Services Worker I</b>	<b>PIO</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
April 1, 2008	hourly	13.935	14.531	15.137	15.736	16.338
2.9% GPI	annual	27,172.70	28,334.49	29,516.35	30,686.17	31,860.00
April 1, 2009	hourly	14.339	14.952	15.576	16.193	16.812
2.9% GPI	annual	27,960.71	29,156.19	30,372.32	31,576.07	32,783.94
April 1, 2010	hourly	14.755	15.386	16.027	16.662	17.300
2.9% GPI	annual	28,771.57	30,001.72	31,253.12	32,491.77	33,734.68
April 1, 2011	hourly	15.183	15.832	16.492	17.146	17.802
2.9% GPI	annual	29,605.94	30,871.77	32,159.46	33,434.04	34,712.98

<b>Building Services Worker II</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>	
April 1, 2008	hourly	14.415	14.847	15.292	15.751	16.224	16.710	
2.9% GPI	annual	28,108.51	28,951.77	29,820.32	30,714.93	31,636.38	32,585.47	
April 1, 2009	hourly	14.833	15.278	15.736	16.209	16.695	17.196	
2.9% GPI	annual	28,924.51	29,792.25	30,686.01	31,606.59	32,554.79	33,531.44	
April 1, 2010	hourly	15.263	15.721	16.193	16.679	17.179	17.694	
2.9% GPI	annual	29,763.32	30,656.22	31,575.91	32,523.19	33,498.88	34,503.85	
April 1, 2011	hourly	15.706	16.177	16.662	17.162	17.677	18.207	
2.9% GPI	annual	30,626.46	31,545.25	32,491.61	33,466.36	34,470.35	35,504.46	
<b>Building Services Worker II</b>	<b>PIO</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>		
April 1, 2008	hourly	16.828	17.539	18.246	18.951	19.660		
2.9% GPI	annual	32,815.12	34,201.64	35,580.14	36,954.63	38,337.14		
April 1, 2009	hourly	17.316	18.048	18.775	19.501	20.230		
2.9% GPI	annual	33,766.76	35,193.49	36,611.97	38,026.32	39,448.92		
April 1, 2010	hourly	17.818	18.571	19.320	20.066	20.817		
2.9% GPI	annual	34,745.99	36,214.10	37,673.72	39,129.08	40,592.94		
April 1, 2011	hourly	18.335	19.110	19.880	20.648	21.421		
2.9% GPI	annual	35,753.63	37,264.31	38,766.25	40,263.82	41,770.14		
<b>Building Services Worker III</b>		<b>1 Year</b>						
April 1, 2008	hourly	To be determined. See LOU #2.						
	annual							

<b>Building Services Worker III</b>	<b>PIO</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
April 1, 2008	hourly annual	To be determined. See LOU #2.				

<b>Social Worker BSW</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>	<b>7 Year</b>	<b>8 Year</b>
April 1, 2008	hourly	23.092	24.134	25.222	26.384	27.578	28.786	29.910	30.182
2.5% GPI	annual	45,028.94	47,061.68	49,182.62	51,448.45	53,777.28	56,133.41	58,323.64	58,854.93
April 1, 2009	hourly	23.761	24.834	25.953	27.149	28.378	29.621	30.777	31.057
2.9% GPI	annual	46,334.78	48,426.47	50,608.91	52,940.45	55,336.82	57,761.28	60,015.03	60,561.72
April 1, 2010 onward	hourly annual	To be determined. See LOU #1.							

<b>Social Worker MSW</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>	<b>7 Year</b>	<b>8 Year</b>	<b>9 Year</b>
April 1, 2008	hourly	24.103	25.085	26.115	27.224	28.368	29.528	30.608	30.828	31.908
2.5% GPI plus Salary Scale Revision	annual	47,000.85	48,915.70	50,924.25	53,086.80	55,317.60	57,579.60	59,685.60	60,114.60	62,220.60
April 1, 2009	hourly	24.802	25.812	26.872	28.013	29.191	30,384	31.496	31.722	32.833
2.9% GPI	annual	48,363.90	50,333.40	52,400.40	54,625.35	56,922.45	59,248.80	61,417.20	61,857.90	64,024.35
April 1, 2010 onward	hourly annual	To be determined. See LOU #1.								

<b>Mental Health Clinician</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	32.150	33.343	34.645	35.981	37.376	38.475
2.5% GPI	annual	62,692.79	65,019.34	67,557.75	70,162.12	72,882.42	75,027.08
April 1, 2009	hourly	33.083	34.310	35.650	37.024	38.459	39.591
2.9% GPI	annual	64,510.88	66,904.90	69,516.92	72,196.82	74,996.01	77,202.86
April 1, 2010 onward	hourly annual	To be determined. See LOU #1.					

<b>Occupational Therapist</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
April 1, 2008	hourly	27.461	28.283	29.132	30.006	30.906	31.833
2.5% GPI	annual	53,548.39	55,152.74	56,807.49	58,512.64	60,266.08	62,074.13
April 1, 2009	hourly	28.257	29.104	29.977	30.877	31.802	32.756
2.9% GPI	annual	55,101.29	56,752.17	58,454.91	60,209.50	62,013.80	63,874.28
April 1, 2010 onward	hourly annual	To be determined. See LOU #1.					

<b>RN / RPN</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
October 1, 2007	hourly	29.020	30.033	31.049	32.108	33.143	34.212
4.8% General and Market Increase	annual	56,589.09	58,564.11	60,545.31	62,609.72	64,627.90	66,713.87
October 1, 2008	hourly	32.056	33.1754	34.297	35.466	36.609	37.791
10.2% General and Market Increase	annual	62,508.31	64,689.92	66,878.35	69,158.69	71,387.98	73,692.14

<b>Clinical Resource Nurse</b>		<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>	<b>7 Year</b>
October 1, 2007	hourly	30.123	31.139	32.199	33.234	34.195	35.242	36.323
4.8% General and Market Increase	annual	58,739.74	60,720.96	62,788.41	64,806.59	66,679.95	68,722.78	70,830.30
October 1, 2008	hourly	33.274	34.396	35.567	36.710	37.772	38.929	40.123
10.2% General and Market Increase	annual	64,883.92	67,072.37	69,356.08	71,585.36	73,654.67	75,911.18	78,239.15

## Appendix “B”

### Sample Job Sharing Agreement

1. Employee “A” name and employee “B” name have agreed to enter into a job sharing agreement with the consent of the Employer pursuant to Article **48** of the Collective Agreement.
2. The parties will be scheduled to fill the full-time position on the following approximate basis:
 

<u>Employee “A”</u>	_____ %
<u>Employee “B”</u>	_____ %
TOTAL	<u>100</u> %
3. The employees covered by this Job Sharing Agreement shall, except as otherwise specified herein, be considered to be covered by the provisions of the Collective Agreement as they apply to part-time employees.
4. Where one of the employees covered by this Agreement cannot or does not work for any reason (such as sickness or vacation), it will be the responsibility of the second employee to work the shifts in question, unless other arrangements can be made at no additional cost. Any such arrangements are subject to approval of the Employer.
5. Where one of the employees covered by this Agreement terminates employment, the second employee shall have the option (regardless of any other provision contained in the Collective Agreement) of filling the job on a full-time basis or of terminating employment unless another employee is recruited to share the position in accordance with item 6 below.
6. Where one of the employees covered by this Agreement terminates employment, the Employer may choose to attempt to recruit another person to fill the terminating employee’s portion of the shared job.
7. The Employer may terminate the job sharing arrangement by providing four (4) weeks notice to the employees. It is understood that there is no

guarantee of continued employment to the job sharing employees after this time has expired, however the job sharing employees shall be given preference over other employees (regardless of any provisions contained in the Collective Agreement) for selection for any vacancies which are posted during this four (4) week period providing that they meet the selection criteria for such a position.

- 8. Where an employee terminates employment in accordance with item 6 or 7 above the Employer shall advise the Unemployment Insurance Corporation of the circumstances surrounding the termination.
- 9. It is understood that the cost to the Employer of maintaining the job sharing arrangement shall not exceed the cost of employing a single incumbent in that position.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Job Sharing Employee

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Job Sharing Employee

\_\_\_\_\_  
Employer

**Memorandum of Agreement #1**

between

**The Manitoba Adolescent Treatment Centre**

and

**Manitoba Government and General Employees' Union**


**Re: Part-time Employees**

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Subject to the layoff procedure, the Employer agrees that the hours of work confirmed in the letters of appointment for part-time employees are guaranteed minimum hours of work for the duration of the Collective Agreement.

Signed this 23 day of December, 2008.

  
\_\_\_\_\_  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
\_\_\_\_\_  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #2**

between

**The Manitoba Adolescent Treatment Centre**

and

**Manitoba Government and General Employees' Union**

**Re: Article 10 - Hours of Work**

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The parties hereby agree that the following are the employees identified in Article 10:06 of the Collective Agreement.

Full-time employees prior to January 1, 1994:

- |                     |                     |
|---------------------|---------------------|
| 1. Ingrid Beach     | 8. Danielle Johnson |
| 2. Malcolm Bruce    | 9. Karen Joyce      |
| 3. Kathy Carlson    | 10. Clare McArton   |
| 4. Alan Chanway     | 11. Lorna McCallum  |
| 5. Marty Chaulk     | 12. Judy Nichol     |
| 6. Cheryl Chorneyko | 13. Larry Stadnick  |
| 7. Kelly-Ann Ivory  |                     |

Signed this 23 day of December, 2008.

  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #3**

between

**The Manitoba Adolescent Treatment Centre**

and

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

**Re: Food Services Coordinator**

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It is agreed that the hours of work for Food Services Coordinator will accommodate the following functions:

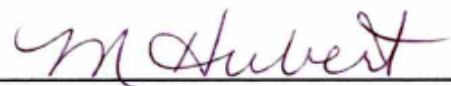
1. Provide M.A.T.C. with food preparation service on all school days throughout the calendar year; and
2. Plan menus, order items and monitor the food budget for the food preparation service.
3. Periodically prepare meals for special occasions.

It is therefore agreed that Food Services Coordinator's time off would occur during school holidays, and that Food Services Coordinator would schedule his or her hours of work without incurring overtime costs.

This does not preclude the alteration of any of these conditions by mutual agreement between the Employer and the Union.

Signed this 23 day of December, 2008.

  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #4**

between

**The Manitoba Adolescent Treatment Centre**

and

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

**Re: Nurses**

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1. Increases to salary scales for all nurse classifications will be as follows:

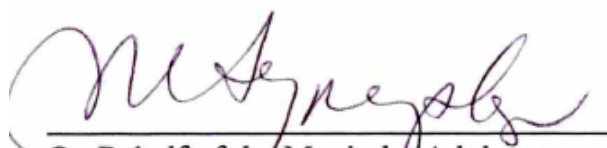
October 1, 2007	4.8% General Increase
October 1, 2008	10.2% General Increase

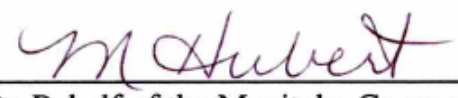
2. During the term of the remainder of the agreement the salary scales will increase in accordance with the rates and effective dates established in the subsequent collective agreement negotiated between the Manitoba Nurses' Union and the Health Care Employers. **A copy of the Nurse salary rates will be provided to the Union staff representative prior to any wage adjustment.**

3. The Appendix "A" will include the following classifications:

- RN/RPN
- Clinical Resource Nurse

Signed this 23 day of December, 2008.

  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #5**

between

**The Manitoba Adolescent Treatment Centre**

and

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

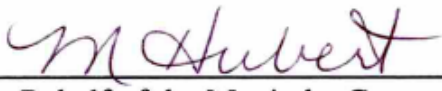
**Re: Deferred Salary Leave Plan**

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**The Employer and the Union agree in principle to establish a Deferred Salary Leave Plan (DSLPL). Within ninety (90) days of the ratification of the Collective Agreement the parties shall commence discussions to determine the purpose of, eligibility for, and other related conditions of The Plan. It is understood that the creation of the DSLPL shall not result in increased costs to the Employer.**

Signed this 23 day of December, 2008.

  
\_\_\_\_\_  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
\_\_\_\_\_  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #6**

between

**The Manitoba Adolescent Treatment Centre**

and

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

**Re: HEBP Disability and Rehabilitation Plan Premium**

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**Applicable to RN, RPN and Clinical Resource Nurse Positions**


**The premium to fund the provincial Disability and Rehabilitation Plan is as follows:**

**Employer portion - maximum of 1.3% of base salary**

**Employer portion - 1.0% of base salary**

Signed this 23 day of December, 2008.

  
\_\_\_\_\_  
On Behalf of the Manitoba Adolescent  
Treatment Centre

  
\_\_\_\_\_  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #7**

between

**The Manitoba Adolescent Treatment Centre**

and

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

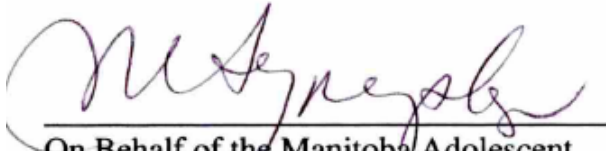
**Re: New Hires Ability to Retain Accrued Vacation and Income Protection  
(50%)**

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The Employer and the Union agree to the following:

1. MATC, upon the hiring of a new employee, will respect the individuals accrued vacation entitlement if it has resulted from employment with another Manitoba health region, healthcare agency or healthcare service provider.
2. MATC will apply the above to income protection at the rate of fifty percent (50%).
3. The above (#1 and #2) will apply retroactively to those employees who were employed at MATC as of April 1, 2004. Other circumstances will be reviewed on a case by case basis. MATC will make every effort to be fair and equitable when reviewing for eligibility of retroactivity. Decisions by MATC in this regard will not be grievable.
4. Seniority will accrue based on employment at MATC and as per the Collective Agreement and will not be subject to #1 and/or #2.
5. This agreement is being proposed in the spirit of good will and is seen as being of benefit to the employee and the Employer, particularly as it relates to the issue of recruitment.

Signed this 23 day of December, 2008.

A handwritten signature in purple ink, appearing to read "M. Synge", written over a horizontal line.

On Behalf of the Manitoba Adolescent  
Treatment Centre

A handwritten signature in purple ink, appearing to read "M. Hubert", written over a horizontal line.

On Behalf of the Manitoba Government  
and General Employees' Union

## Letter of Understanding #1

between

**The Manitoba Adolescent Treatment Centre**

and

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

### Re: Wage Adjustment - Professional/Technical Component Classifications

For the continued maintenance of wage standardization, and to ensure the salary scales of Professional/Technical classifications as represented by MGEU maintain an appropriate relationship to salary scales of the same classifications represented by MGEU (Professional/Technical Collective Agreements), application of current and future wage adjustment will be as follows:

1. Effective April 1, 2008 and thereafter, classifications listed herein shall have wages adjusted in accordance with the negotiated increase and effective date as established within the MGEU Professional/Technical central table and WRHA Community Programs – Local 220 Collective Agreement.
2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.
3. Affected classifications:

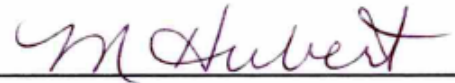
Manitoba Adolescent Treatment Centre Classification Title	MGEU Professional/Technical Classifications WRHA Community Programs – Local 220 Classification
Occupational Therapist	<b>Occupational Therapist</b>
Social Worker - BSW	<b>Social Worker - BSW</b>
Social Worker - MSW	<b>Social Worker - MSW</b>
Mental Health Clinician	<b>Community Health Services Specialist (HS4)</b>

Manitoba Adolescent Treatment Centre Classification Title	WRHA Community Programs – Local 220 Classification
Mental Health Clinician	<b>Community Health Services Specialist (HS4)</b>

Signed this 23 day of December, 2008.

A handwritten signature in dark ink, appearing to read "M. Synge", written over a horizontal line.

On Behalf of the Manitoba Adolescent  
Treatment Centre

A handwritten signature in dark ink, appearing to read "M. Hubert", written over a horizontal line.

On Behalf of the Manitoba Government  
and General Employees' Union

**Letter of Understanding #2**

between

**The Manitoba Adolescent Treatment Centre**

and

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

**Re: Wage Adjustment - Trades Component Classifications**

**For the continued maintenance of wage standardization, and to ensure the salary scales of Trades classifications as represented by MGEU maintain an appropriate relationship to salary scales of the same classifications represented by MGEU Health Care Support Services Central Table Collective Agreements, application of current and future wage adjustment will be as follows:**

- 1. Effective April 1, 2008 and thereafter, classifications listed herein shall have wages adjusted in accordance with the negotiated increase and effective date as established within the MGEU Health Care Support Services Central Table Collective Agreements.**
- 2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.**
- 3. Affected classifications:**

<b>Manitoba Adolescent Treatment Centre Classification Title</b>	<b>HCSS Central Table Classification</b>
Building Services Worker III	<b>Maintenance Person (5<sup>th</sup> Class)</b>

Signed this 23 day of December, 2008.

A handwritten signature in dark ink, appearing to read "M. Synge", written over a horizontal line.

On Behalf of the Manitoba Adolescent  
Treatment Centre

A handwritten signature in dark ink, appearing to read "M. Hubert", written over a horizontal line.

On Behalf of the Manitoba Government  
and General Employees' Union