

Collective Agreement

between

The Manitoba Housing Authority (Rural)
(hereinafter referred to as the “Authority”)

of the first part

and

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

of the second part

This Agreement made and entered into this 19th day of July, 2007.

April 1, 2006 to March 31, 2010

Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Definitions	1
Article 3	Recognition and Scope.....	2
Article 4	Salary Schedule and Classification	3
Article 5	Reclassification Employee Requested	3
Article 6	Duration of Agreement.....	4
Article 7	Management Rights.....	5
Article 8	Union Security.....	5
Article 9	Union Business	6
Article 10	Rights of Stewards.....	7
Article 11	No Discrimination	8
Article 12	Sexual Harassment	8
Article 13	Probation	9
Article 14	Employee Performance Review and Employee Files	10
Article 15	Seniority	10
Article 16	Bulletins and Recruitment.....	12
Article 17	Term Employees.....	12
Article 18	Part-time Employees	14
Article 19	Resignation	15
Article 20	Layoff	15
Article 21	Severance Pay.....	20
Article 22	Disciplinary Action	21
Article 23	Grievance and Arbitration Procedure.....	22
Article 24	Pay Practices.....	26
Article 25	Merit Increases	26
Article 26	Acting Status	27
Article 27	Hours of Work.....	28
Article 28	Overtime and Call-Back.....	29
Article 29	Overtime and Time Off in Lieu.....	31
Article 30	Standby	32
Article 31	Travel and Meal Allowances.....	33
Article 32	Uniforms and Protective Clothing	34
Article 33	Loss of or Damage to Personal Effects	35
Article 34	Holidays.....	37
Article 35	Health and Safety	39
Article 36	Sick Leave and Workers Compensation	42
Article 37	Compassionate Leave.....	45
Article 38	Maternity Leave	46

Article 39	Paternity Leave.....	49
Article 40	Adoptive Parent Leave	50
Article 41	Parental Leave	50
Article 42	Jury or Witness Duty.....	51
Article 43	Contracting Out.....	51
Article 44	Civil Liability	51
Article 45	Technological Change.....	52
Article 46	Vacation.....	53
Article 47	Dental Plan	55
Article 48	Work at Home	55
Article 49	Additions	55
Article 50	Ambulance and Hospital Semi-Private Plan.....	56
Article 51	Remoteness Allowance	56
Article 52	Long Term Disability Insurance	56
Article 53	Vision Care Plan.....	56
Article 54	Change of Work Headquarters.....	57
Article 55	Retroactive Wages.....	58
Article 56	Joint Labour-Management Committee	59
Article 57	Shift Premium.....	59
Article 58	Accommodation of Employees With Disabilities.....	60
	Appendix “A” - 2006 04 01 to 2007 03 31	62
	Appendix “A” - 2007 04 01 to 2008 03 31	64
	Appendix “A” - 2008 04 01 to 2009 03 31	67
	Appendix “A” - 2009 04 01 to 2010 03 31	69
	Appendix “B” - Hours of Work Schedule.....	71
	Appendix “C” - Privately Owned Vehicles	72
	Appendix “D” - Exclusions.....	74
	Appendix “E” - Casual Employees	75
	Memorandum of Agreement “A” - Southwest Region	
	- Weekend Premium.....	77
	Memorandum of Agreement “B” - Hourly Based Benefits.....	78
	Memorandum of Agreement “C” - Service Use	79
	Memorandum of Agreement “D” - Drug Plan.....	80
	Memorandum of Agreement “E” - Essential Services.....	81
	Memorandum of Agreement “F” - Joint Labour-Management	82
	Memorandum of Agreement “G” - Review of Job Description	83
	Memorandum of Agreement “H” - Health Spending Account (HSA)	84

* All changes are in **bold**.

Alphabetical Table of Contents

Article 58	Accommodation of Employees With Disabilities.....	60
Article 26	Acting Status	27
Article 49	Addictions	55
Article 40	Adoptive Parent Leave	50
Article 50	Ambulance and Hospital Semi-Private Plan	56
	Appendix “A” - 2006 04 01 to 2007 03 31	62
	Appendix “A” - 2007 04 01 to 2008 03 31	64
	Appendix “A” - 2008 04 01 to 2009 03 31	67
	Appendix “A” - 2009 04 01 to 2010 03 31	69
	Appendix “B” - Hours of Work Schedule.....	71
	Appendix “C” - Privately Owned Vehicles	72
	Appendix “D” - Exclusions.....	74
	Appendix “E” - Casual Employees	75
Article 16	Bulletins and Recruitment.....	12
Article 54	Change of Work Headquarters	57
Article 44	Civil Liability	51
Article 37	Compassionate Leave.....	45
Article 43	Contracting Out	51
Article 2	Definitions	1
Article 47	Dental Plan	55
Article 22	Disciplinary Action	21
Article 6	Duration of Agreement.....	4
Article 14	Employee Performance Review and Employee Files	10
Article 23	Grievance and Arbitration Procedure.....	22
Article 35	Health and Safety	39
Article 34	Holidays.....	37
Article 27	Hours of Work.....	28
Article 56	Joint Labour-Management Committee	59
Article 42	Jury or Witness Duty.....	51
Article 20	Layoff	15
Article 52	Long Term Disability Insurance	56
Article 33	Loss of or Damage to Personal Effects	35
Article 7	Management Rights.....	5
Article 38	Maternity Leave	46
	Memorandum of Agreement “A” - Southwest Region	
	- Weekend Premium.....	77
	Memorandum of Agreement “B” - Hourly Based Benefits.....	78
	Memorandum of Agreement “C” - Service Use	79

	Memorandum of Agreement “D” - Drug Plan.....	80
	Memorandum of Agreement “E” - Essential Services.....	81
	Memorandum of Agreement “F” - Joint Labour-Management	82
	Memorandum of Agreement “G” - Review of Job Description	83
	Memorandum of Agreement “H” - Health Spending Account (HSA).....	84
Article 25	Merit Increases	26
Article 11	No Discrimination	8
Article 28	Overtime and Call-Back.....	29
Article 29	Overtime and Time Off in Lieu.....	31
Article 41	Parental Leave	50
Article 18	Part-time Employees	14
Article 39	Paternity Leave	49
Article 24	Pay Practices.....	26
Article 13	Probation	9
Article 1	Purpose of Agreement.....	1
Article 5	Reclassification Employee Requested	3
Article 3	Recognition and Scope	2
Article 51	Remoteness Allowance	56
Article 19	Resignation.....	15
Article 55	Retroactive Wages.....	58
Article 10	Rights of Stewards.....	7
Article 4	Salary Schedule and Classification	3
Article 15	Seniority	10
Article 21	Severance Pay.....	20
Article 12	Sexual Harassment	8
Article 57	Shift Premium.....	59
Article 36	Sick Leave and Workers Compensation	42
Article 30	Standby	32
Article 45	Technological Change.....	52
Article 17	Term Employees.....	12
Article 31	Travel and Meal Allowances.....	33
Article 32	Uniforms and Protective Clothing	34
Article 9	Union Business.....	6
Article 8	Union Security.....	5
Article 46	Vacation.....	53
Article 53	Vision Care Plan.....	56
Article 48	Work at Home	55

*All changes are in **bold**.

Article 1 - Purpose of Agreement

1:01 The purpose of the Collective Agreement between the Authority and the Union is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussion and negotiations.

Article 2 - Definitions

- 2:01** “Authority” means The Manitoba Housing Authority.
- 2:02** “Union” means the Manitoba Government and General Employees’ Union.
- 2:03** “Employee” means a person employed in a position in the bargaining unit.
- 2:04** “Part-time Employee” means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing predetermined schedule of work on a regular and recurring basis.
- 2:05** “Casual Employee” means an employee who works less than the normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- 2:06** “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event. If the period of employment is less than four hundred and eighty (480) hours in any calendar year, he shall be deemed a Casual employee, not a Temporary employee.
- 2:07** “Representative” means, a steward or staff representative of the Union.
- 2:08** “Position” means a position of employment in the bargaining unit.
- 2:09** Anniversary Date:

- (a) For employees hired after May 5, 2004 “Anniversary Date” means the first day of the month following initial employment with Manitoba Housing Authority.
- (b) For employees employed with Manitoba Housing Authority on May 5, 2004 “Anniversary Date” means the anniversary date they held on May 5, 2004.

- 2:10** “Increment” means an increase in the rate of pay for an employee to the next higher rate of pay in the pay range for the employee’s classification.
- 2:11** “Promotion” means a change of employment from one position to another having a higher maximum salary.
- 2:12** “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 2:13** “Class” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.

Where the singular and masculine are used, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 3 - Recognition and Scope

- 3:01** The Authority recognizes the Union as the sole bargaining agent for all employees of the Authority defined in Article 2:03 and employed in classifications listed in the Pay Plan attached to and forming part of this Agreement excluding those positions listed in Appendix “D” and those excluded by the Act.
- 3:02** This agreement shall apply to casual employees hired by the Manitoba Housing Authority effective the start of the bi-weekly pay period following the attainment of one-hundred and sixty (160) hours of accumulated service. The only provisions of the Agreement which apply to casual employees are those listed in Appendix “E” - Casual Employees.

Article 4 - Salary Schedule and Classification

- 4:01** The salary schedule applicable to employees covered by this Collective Agreement shall contain the classification titles and rates of pay. The salary schedule shall be known as Appendix "A" and shall be attached to and form part of this Agreement.
- 4:02** During the life of this Collective Agreement when a new position is created by significant modification to an existing job or introduction of a new job, the Authority may add new classifications and interim pay rates to Appendix "A" but shall advise the Union of same and commence negotiations on the appropriate salary for the new classification(s) without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 4:03** Where the Authority introduces a new classification during the life of the Agreement, it shall notify the Union in writing stating the classification and proposed rate of pay. The Union shall have fifteen (15) working days to agree with the proposed rate of pay or notify the Authority that they wish to enter into negotiations with respect to the rate of pay.
- 4:04** Where the parties fail to agree to an appropriate salary for the new classification the matter may be referred to arbitration in accordance with Article 23. The Arbitration Board shall be expressly confined to the sole issue of determining the salary for the new classification.

Article 5 - Reclassification - Employee Requested

- 5:01** Where an employee believes that his position should be reclassified to another classification within the pay plan, he may apply in writing to the Human Resource Consultant for a review of the duties, stating the requested classification.
- 5:02** The Human Resource Consultant or designate will audit the position and shall within forty-five (45) calendar days of application under :01 above, notify the applicant in writing of his decision and the reasons therefore.
- 5:03** Where, as a result of a review of duties, a position is reclassified to a classification having a higher maximum salary, the Authority shall

promote the incumbent without competition to the new classification effective on the date of the request in :01 above.

- 5:04** If the decision in :02 is unsatisfactory, the dispute may be grieved at Step 2 of the Grievance Procedure, and in the event it is not satisfactorily resolved at Step 2, may be referred by the Union to Arbitration in accordance with Article 23.
- 5:05** Should an employee's classification be found to be higher than his present classification, and he is placed in the higher classification, then his rate of pay for that higher classification and promotion shall become effective on the date on which the request was submitted in :01 above.

Article 6 - Duration of Agreement

- 6:01** Subject to Article 6:05, below, this Agreement shall become effective from and including **April 1, 2006** and shall continue in effect up to and including **March 31, 2010**. During the period of time required to negotiate a renewal, or revision and renewal of this Agreement, the provisions of this Agreement shall remain in force and effect without change.
- 6:02** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date, or any subsequent anniversary of the expiry date of this Agreement, either party to this Agreement may by 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.
- 6:03** Where a party to this Agreement has given notice under :02 above to the other party of this Agreement, the party giving such notice shall include with such notice, its proposal for a renewal, or revision and renewal of this Agreement.
- 6:04** Where a party to this Agreement has given notice under :02 above to the other party of this Agreement, the parties shall, within sixty (60) calendar days commencing from and including the first day after the day upon receipt of the notice, meet to commence bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 6:05** All additions, deletions, amendments, and/or revisions from the previous Agreements shall be effective the first day of the bi-weekly pay period

following the date of signing of this Collective Agreement unless otherwise specified.

- 6:06** The Union agrees to provide the Manitoba Housing Authority with fourteen (14) calendar days notice prior to the occurrence of a strike as defined by *The Labour Relations Act*.

Article 7 - Management Rights

- 7:01** All the functions, rights, personnel pay practices, powers and authority which the Authority has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Authority.
- 7:02** In administering this Agreement, the Authority shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 8 - Union Security

- 8:01** 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 as 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 the employee is covered under the terms of this Agreement.
- 8:02** The Union agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this Article except for any claims or liability arising out of an error committed by the Authority.
- 8:03** The Employer will remit to the Union monthly, any dues deducted along with a list of employees from whom deductions have been made.
- 8:04** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 8:05** The Authority shall include the amount of Union dues paid by each employee during the relevant taxation year on the Income Tax T-4 slips.

8:06 The Authority will inform the Union, monthly, of the names of all employees covered by this Agreement hired during the preceding month, **their work location**, their classifications and starting rates of pay.

8:07 The Authority will inform the Union, monthly, of the names of all employees covered by the Agreement who have terminated with the Authority during the preceding month.

Article 9 - Union Business

9:01 The Authority recognizes the Union's right to select Stewards to represent employees.

9:02 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Authority for approval.
- (b) Requests for leave shall be made with reasonable advance notice, and shall be granted where operational requirements permit. Where special or unusual circumstances prevent at least three (3) days' notice, the request shall be considered. No request shall 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.

9:03 (a) For time spent with Authority representatives during collective bargaining, the Union will be allowed to have up to six (6) employees present at each bargaining session on a wage recovery basis.

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

- 9:04** The Authority agrees to provide space on a bulletin board for the purpose of the Union posting official Union information relating to business affairs, meetings and social events provided the information does not contain anything that is adverse to the interest of the Authority. The Authority shall have the right to refuse to post or remove the posting of any information.
- 9:05** Upon request, a union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 10 - Rights of Stewards

- 10:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 10:02** The Authority recognizes the Union’s right to select stewards to represent employees.
- 10:03** 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.
- 10:04** The Union agrees to provide the Authority with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 10:05** Except as provided in Article 10:07, stewards and employees shall not conduct Union business during their work time.
- 10:06** 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.
- 10:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward’s immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be

unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.

- 10:08** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

Article 11 - No Discrimination

- 11:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.
- 11:02** All pay and benefit provisions in the agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 12 - Sexual Harassment

- 12:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 12:02** Where an employee is of the opinion that the same employee has been or is being harassed by another employee, the employee may forward a written complaint directly to the General Manager of The Manitoba Housing Authority. The complaint shall be marked "Personal and Confidential".
- 12:03** The General Manager or designate shall investigate and endeavour to resolve the matter in an expeditious and confidential manner.
- 12:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 12:05** The General Manager or designate, after investigating the complaint, shall have the authority to:

- (a) dismiss the complaint, or
- (b) recommend the appropriate discipline, and/or
- (c) recommend any action considered necessary.

12:06 Where it has been determined that a complaint was made for a frivolous or vindictive reason, the General Manager shall recommend to the Manager/Supervisor who shall have the authority to:

- (a) take disciplinary action against the complainant; and/or
- (b) taken any action against the complainant which in the Manager's/Supervisor's opinion may be necessary.

Article 13 - Probation

13:01 All new employees shall be on probation for six (6) months from the date of appointment to a position.

13:02 The Manager/Supervisor may extend an employee's probation by up to six (6) months. An employee shall be notified in writing of an extension of the probation period.

13:03 An employee who is rejected during the probation period shall have the right to grieve the rejection at Step 2 of the Grievance/Arbitration Procedure. The decision at Step 2 shall be final for such grievances.

13:04 The rejection on probation of an employee is not arbitrable.

13:05 The successful internal applicant to a bulletined position shall be placed on probation for a period of six (6) months. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of six (6) months. In the event the applicant proves unsatisfactory in the position during the probationary period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position, at his former salary, without loss of seniority, wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his former position at his former salary, without loss of seniority, wage or salary. A newly hired employee, in contrast, could be released.

Article 14 - Employee Performance Review and Employee Files

- 14:01** The Authority agrees that there be only one personnel file kept by the Authority for each employee.
- 14:02** Upon written request to the **Manager or his designate**, an employee, along with a representative of his choice, who is so named by the employee in the request, shall have the right to examine the personnel file kept by the Authority for that employee.
- 14:03** **The Authority agrees not to introduce as evidence in a hearing any document relating to disciplinary action that was not in the employee file at the time of filing a grievance or a reasonable period there from.**
- 14:04** When a formal assessment of an employee's performance is made, upon completion of the assessment form, the employee concerned shall be given an opportunity to sign the form to indicate that its contents have been read. The employee also shall have the right to place his own comments in a space provide on the form prior to his signing the form. Immediately upon the employee signing the form, the employee shall be provided a copy of same for his own records.
- 14:05** **The Authority agrees to permanently remove from the employee's personnel file any disciplinary action after 18 months from the date of filing except disciplinary actions involving suspension which will be removed after 30 months provided no other report of a similar nature was filed during the intervening period.**

Article 15 - Seniority

- 15:01** Seniority means the length of service with the Manitoba Housing Authority as defined in this Article provided such service has not been broken by termination of the employee.
- 15:02** For employees employed by the Authority as of the date of signing of this collective agreement, seniority also includes the length of service with the Manitoba Housing Authority plus all employment with any of the predecessor community or regional Housing Authorities and/or with the Manitoba Housing and Renewal Corporation, provided such service has not been broken by termination of the employee.

15:03 Seniority shall include only the following:

- (a) regular paid time;
- (b) periods of Workers Compensation;
- (c) periods of maternity and/or parental leave(s);
- (d) periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.

15:04 An employee will lose all seniority when the employee:

- (a) resigns;
 - (b) retires;
 - (c) is dismissed and not reinstated;
 - (d) is permanently laid off;
 - (e) is terminated at the expiry of the employee's term of employment.
- However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

15:05 A seniority list will be prepared by April 1st of each year, by classification, based on service up to and including December 31st of the previous year. This list will be posted at all work locations of the Authority and a copy will be sent to the Union. The list shall include the start date of each employee.

15:06 Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

15:07 For purposes of seniority, one year shall equal:

Category "A" 1,885 regular straight time hours worked;
Category "B" 2,080 regular straight time hours worked.

Article 16 - Bulletins and Recruitment

- 16:01** When a vacancy occurs for a bargaining unit position or a new bargaining unit position is created, the Authority shall notify the employees in writing by posting notice of the position in the Authority's Regional/District Offices for a period of one (1) week, and by faxing the notice to all work locations which have a facsimile machine. The Authority may proceed simultaneously to advertise such vacancies.
- 16:02** Posted notices of bargaining unit positions shall contain information on the nature of the position, qualifications, and wage or salary rate or range. **The Union will be provided with a copy of all posted notices.**
- 16:03** When filling vacancies, applicant's qualifications, ability and seniority will be considered. When qualifications and ability are relatively equal, seniority shall be the determining factor.
- 16:04** Notwithstanding 16:03 above, first consideration for filling vacancies or new bargaining unit positions shall be given to persons on the re-employment list.
- 16:05** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Authority. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally, may then request the reasons be provided in writing and the reasons shall be provided in writing by the Authority.

Article 17 - Term Employees

- 17:01** The Authority shall not be required to give any notice or payment in lieu thereof to a term employee whose services are terminated following the completion of a specific term for which the employee was hired.
- 17:02** Where the employment of a term 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 or resignation is required.

- 17:03** Where a term employee is laid off at the end of a specific term of employment or after the completion of a specific job for which he was employed, no notice of layoff is required.
- 17:04** Except as provided in Section 17:05, a term employee who is being laid off at a time other than at the end of a specific term of employment or completion of a job for which he was specifically employed shall be given two (2) weeks written notice prior to the layoff date or be granted payment in lieu thereof.
- 17:05** A term employee who has completed more than one (1) year of full-time continuous employment and who is being laid off at a time other than at the end of a specific term of employment or completion of a job for which he was specifically employed shall be given four (4) weeks written notice prior to the layoff or granted payment in lieu thereof.
- 17:06** A term employee shall be informed in writing at the commencement of employment or any extension thereof as to the duration of his term.
- 17:07** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Authority will convert the position and the employee to regular status.
- 17:08** Where the employee is not to be converted in accordance with Section :07, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :07 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a union representative present.
- 17:09** Section :07 does not apply:
- (a) where a term employee is replacing an employee who is absent for any reason; or
 - (b) to a term employee whose salary is cost shared under a third party cost sharing agreement which requires, as a condition of cost sharing, that employees are not regular (permanent) employees.

Article 18 - Part-time Employees

- 18:01** Except where otherwise specifically stated in this Agreement benefits as detailed in this Agreement shall be provided to part-time employees on a pro-rated basis.
- 18:02** The pro rating factor shall be derived by dividing the number of hours the employee worked in the preceding twelve (12) weeks by the number of full regular hours for twelve (12) weeks for that classification.

Example 1: 40 hour week classification = 480 hours in 12 weeks
 Employee works 160 hours in preceding 12 weeks
 Pro-Rating Factor = $\frac{160}{480}$
 Pro-Rating Factor = 1/3 (one-third)

Example 2: 36.25 hour week classification = 435 hours in 12 weeks
 Employee works 145 hours in preceding 12 weeks
 Pro-Rating Factor = $\frac{145}{435}$
 Pro-Rating Factor = 1/3 (one-third)

- 18:03** Where service seniority is a factor for benefit eligibility such service seniority shall be based on accumulated hours converted to years, months and weeks of service seniority over current unbroken employment service.

18:04 Sick Leave

- (a) Ten (10) days of accumulated service equals one sick leave credit (i.e. ½ or 1 day).

NOTE: An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.

- (b) Calendar service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one [1] day per bi-weekly pay period rather than one-half [½] day per bi-weekly pay period).

Article 19 - Resignation

- 19:01** Where an employee wishes to resign, he shall give the Manager/Supervisor written notice at least one (1) full bi-weekly period in advance specifying the last day he will be present at work to perform his regular duties.
- 19:02** The effective date of resignation shall be the last day the employee performs regular duties at the place of work.
- 19:03** An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.
- 19:04** **Employees are required to return all materials belonging to the Employer but not limited to equipment and keys, prior to or at the date of resignation.**

Article 20 - Layoff

- 20:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Authority determines that a layoff(s) is necessary within a district/region, the Authority shall determine the classification(s) from which the layoff(s) are to take place.
- 20:02** Subject to this Article, the Authority shall determine the group of employees concerned within each classification from which employees are to be laid off.
- 20:03** The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of seniority;
Subgroup (2) - regular employees with less than four (4) years of seniority;
Subgroup (3) - regular employees with four (4) or more years of seniority.
- 20:04** Within the group of employees concerned, layoff of subgroup 1 and 2 employees shall take place in ascending subgroup order. In determining the order of layoff within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal.

This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

- 20:05** A subgroup 3 employee who is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class and district/region subject to the following:
- (a) the employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
 - (b) the employee may only decline the displacement opportunity under Subsection (a) if the position is in a location which would require a change of residence of the employee;
 - (c) if the employee cannot displace the most junior employee under Subsection (a) or declines the displacement opportunity under Subsection (b), the employee may then elect to displace the next most junior employee in the class and district/region;
 - (d) the process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities;
 - (e) a Subgroup 3 employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class and district/region in accordance with the process in this Section.
- 20:06** A Subgroup 3 employee who is to be laid off and who has no displacement option within the employee's class in the district/region as a result of Subsection :05(a) or (b) may elect to displace the most junior employee in the district/region in another class which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The displacement process in that class will follow the provisions of Section :05.
- 20:07** Notwithstanding the process required in Sections :05 and :06, the effective date of the layoff will not change from that provided to the Subgroup 3 employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the

displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement rights.

20:08 Where the layoff(s) of employee(s) in Subgroup 3 is necessary, the Authority shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.

20:09 Except where specifically provided, this Article does not apply to the layoff of:

- (a) term employees at the end of a specific term of employment;
- (b) term employees with less than two (2) years of seniority.

20:10 Where the Authority is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the following:

- (a) where a term employee is being laid off at the end of a specific term of employment or after completion of a job for which she was specifically employed, no notice of layoff is required;
- (b) four (4) weeks' notice will be provided to:
 - (i) regular employees;
 - (ii) term employees with one (1) or more years of seniority;
- (c) two (2) weeks' notice will be provided to term employees with less than one (1) year of seniority.

20:11 The Union will be provided a copy of layoff notices issued to:

- (a) regular employees;
- (b) term employees with two (2) or more years seniority.

20:12 For purposes of this Article, "regular employee(s)" refers to full-time and part-time employee(s) and "term employee(s)" refers to full-time and part-time employees.

- 20:13** Term employees with less than two (2) years of seniority shall be considered for layoff prior to the layoff of employees in the Subgroups specified in Section :03.
- 20:14** Where employees have been laid off, the district/region shall not use casual employees to do the work of the laid off employees except:
- (a) where the laid off employees are not available for work or
 - (b) in emergency situations.
- 20:15** Where an employee, including a term employee alleges that his or her layoff has not been in accordance with this Agreement, the Grievance Procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 20:16** For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental, and physical capability. The Authority, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties, which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Authority in any dispute over the application of qualifications, and ability to perform the duties which the remaining employees will be required to perform.
- 20:17** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 20:18** Where the temporary layoff of an employee in Subgroup (3) is necessary, Sections :05, :06, and :07 does not apply. For purposes of this Article a temporary layoff is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. This section applies only to situations to be identified in a separate Memoranda of Agreement between the parties.

- 20:19** Employees who are laid off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 20:20** The Authority shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 20:21** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 20:22** An employee who is on the re-employment list must:
- (a) report any change of address to the Authority without delay;
 - (b) if called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their re-employment rights under Section :21 for the duration of time they would have remained on the re-employment list;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Authority;
 - (d) except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Article or be deemed to have resigned.
- 20:23** A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform, and which is in a location which would not require a change of residence by the employee.
- 20:24** A term employee who has been employed in the same position for one (1) or more years of seniority and who is laid off or whose term expires shall be placed on an employment availability list by the district/region for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.

- 20:25** Employees on a re-employment list may be offered re-employment to other positions within the Authority.
- 20:26** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the Grievance Procedure. The decision at Step 2 may be submitted to arbitration in accordance with Article 23.
- 20:27** If a regular employee accepts a term position as a result of re-employment, the employee's status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid off, or remain on the re-employment list for the remainder of the twenty-four (24) month period if applicable.

Article 21 - Severance Pay

- 21:01** Employees with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act or death, shall be paid, or to his estate in the event of his death, severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) week's pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation). The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 21:02** Where an employee in his tenth (10th) year of continuous service fails to complete ten (10) years continuous service as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act or death, the employee shall be paid, or to his estate in the event of his death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of complete months service completed in his tenth (10th) year divided by twelve (12) months.

21:03 Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks pay.

Article 22 - Disciplinary Action

22:01 An employee shall only be disciplined for just cause.

22:02 Where disciplinary action is taken against an employee, he shall be advised in writing of such action forthwith, outlining the reasons for the disciplinary action.

22:03 An employee may grieve disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

22:04 The Authority may hold a hearing with an employee prior to making a determination to suspend or dismiss an employee. The employee at his option may have a representative present.

22:05 Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing, the employee shall receive a copy of such a report.

22:06 The person 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).

22:07 No notice or payment in lieu thereof is required where an employee is dismissed.

Article 23 - Grievance and Arbitration Procedure

- 23:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 23:02** A grievance is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (b) the dismissal, suspension, demotion, or written reprimand of an employee.
- 23:03** “Days” referred to in this Article are working days. The time limits within this Article can be extended by mutual agreement of the parties hereto or by a majority of the members of a Board of Arbitration in respect of their applicable time limits, by agreement with the parties hereto.
- 23:04** 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/Arbitration Procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the employee or the Union shall 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.
- 23:05** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.

- 23:06** Grievances concerning demotion, suspension, or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 23:07** An employee may withdraw a grievance by giving written notice to the Union and the Authority or abandon his grievance by not processing it within the prescribed time limits.
- 23:08** Step 1
- (a) Within fifteen (15) days from the first date that an employee became aware of the circumstances giving cause for the grievance, the employee shall present the grievance with the redress requested to the Director.
 - (b) The Director shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
 - (c) The Director may hold a hearing to discuss the grievance with the employee and his representative before giving a decision on the grievance.
- Step 2
- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the grievance to the General Manager of the Authority or designate within fifteen (15) working days of receipt of the decision at Step 1.
 - (b) The General Manager of the Authority, or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and the Union within fifteen (15) working days of receipt of the grievance.
 - (c) The General Manager of the Authority, or designate may hold a hearing to discuss the grievance with the employee and his representative before giving a decision on the grievance.
- 23:09** If the grievance is not resolved satisfactorily at Step 2 within fifteen (15) days from the date the reply was received or the General Manager of the Authority fails to reply, the grievance may be referred to arbitration.

23:10 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :09 shall so state:

- (a) the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
- (b) where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :12 within ten (10) working days;
- (c) a single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

23:11 By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 23:10, as a mediator/arbitrator.

If referred to a mediator, the arbitration hearing date shall be established independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration.

If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

23:12 Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :09 shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:

- (a) the party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee;
- (b) the two (2) members of the Arbitration Board named by the parties shall within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof;

- (c) if, in the event the two nominees fail to agree upon a third member within the applicable time limits specified, the selection of a Chairperson may be referred to the Labour Board by either party;
- (d) the Chairperson and one (1) other member are a quorum; but, in the absence of a member the members shall not proceed unless the absent member has been given reasonable notice of the sitting.

- 23:13** Within fifteen (15) days following the selection of the Chairperson, the Arbitration Board shall commence hearings and shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted.
- 23:14** The Arbitration Board shall render its decision in writing to the Union and the Authority.
- 23:15** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 23:16** The decision of the majority shall be the decision of the Arbitration Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.
- 23:17** The Arbitration Board shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- 23:18** Each party shall bear the expenses of their nominee to the Arbitration Board and shall bear equally the expenses of the Chairperson of the Arbitration Board.
- 23:19** Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis, to the single arbitrator.

Article 24 - Pay Practices

- 24:01** The Pay Plan applicable to employees covered by this Collective Agreement shall contain the classification titles and rates of pay. The Pay Plan shall be known as ‘Appendix “A”’ and shall be attached to and form part of this Agreement.
- 24:02** Pay days shall be bi-weekly.
- 24:03** Where an employee is promoted to another position, the employee 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 employee’s former position.
- 24:04** As approved by the Manager/Supervisor, when a pay day or pay days fall within the period of an employee’s annual vacation, an employee may make a written request to the Payroll Office for receipt of pay cheque or cheques prior to taking his vacation. The request must be received by the Payroll Office at least two (2) weeks in advance of the commencement of vacation.

Article 25 - Merit Increases

- 25:01** “Merit increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 25:02** Where the pay range of an employee’s classification permits, an employee shall be eligible for consideration for a merit increase twelve (12) months from the employee’s anniversary date provided that the employee has accumulated 1,000 regular hours of work in that year. If an employee has not accumulated 1,000 regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee’s next subsequent anniversary date following the accumulation of 1,000 regular hours. In a similar manner an employee who has not accumulated 1,000 regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee’s next anniversary date following the accumulation of 1,000 regular hours.

- 25:03** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary 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 anniversary date referred to;
 - (c) the employee may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under subsection (b);
 - (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under subsection (b).

Article 26 - Acting Status

- 26:01** Where an employee is directed to perform for ten (10) consecutive days the full duties of another employee whose maximum rate of pay is greater than his own, he shall be temporarily appointed at the minimum step of the pay range of the classification of the employee for which his duties he is required to perform, but not less than one (1) increment more than his rate of pay whichever is the greatest amount, effective the date of commencement of performing such duties.
- 26:02** **Where, in accordance with section :01, an employee is directed to perform the duties of a higher paid position, the Authority shall provide the employee written authorization to do so prior to the commencement of such duties.**
- 26:03** **For purposes of interpretation of this Article, "the full duties" under this Article means the duties that would have been performed by the incumbent during the period in which he has been replaced.**

- 26:04** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the Authority will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of either party.
- 26:05** **Section :04 does not apply where an employee is replacing an employee who is absent for any reason.**

Article 27 - Hours of Work

- 27:01** All employees shall come within one of the following hours of work categories:
- “A” - thirty-six and one-quarter (36 ¼) hours per week;
“B” - forty (40) hours per week.
- 27:02** The hours of work Category (A or B) applicable to each classification shall be indicated in Appendix “B” Hours of Work Schedule of this Collective Agreement.
- 27:03** Category “A” - Employees coming within Category “A” of Section :01 shall work a regular work day of seven and one-quarter (7 ¼) consecutive hours and a regular work week of thirty-six and one-quarter (36 ¼) hours exclusive of meal periods. Normal office hours shall be 8:30 a.m. to 5:00 p.m. from Monday to Friday, inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the Authority.
- 27:04** Category “B” - Employees coming within Category “B” of Section :01 shall work a regular work day of eight (8) consecutive hours and a regular work week of forty (40) hours exclusive of meal periods. Normal hours of work for maintenance staff shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive, but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the Authority.
- 27:05** The meal period length shall be at the discretion of the Authority, however meal periods shall not be less than thirty (30) minutes in duration and shall not exceed seventy-five minutes (75) in duration.

27:06 The foregoing notwithstanding, both parties to this Agreement, recognize the need for flexibility in stated hours of work for Building Superintendents.

Some employees by the nature of their work should live in. As a result, from time to time, they are subject to after hours disturbance calls to which they are expected to react as part of their regular duties.

Recognition of this additional responsibility is provided in the form of a reduced rent on the accommodation provided to the Building Superintendents. The Authority agrees that effective the first of the month following the date of signing the rental on accommodation are as follows:

- (a) one (1) bedroom apartment - \$100.00
- (b) two (2) bedroom apartment - \$110.00

27:07 Where the Authority and the employees or group of employees consider it desirable to establish a work day, work week or work schedule other than described in this Article, any such change shall be by mutual agreement of the parties hereto.

27:08 All Building Superintendents shall have two (2) consecutive days off each week.

Article 28 - Overtime and Call-Back

28:01 For the purpose of this Agreement, overtime shall mean:

- (a) In the case of a full-time employee, authorized time worked in excess of his or her regular work day or regular work week;
- (b) In the case of a part-time employee, all authorized time worked in excess of seven and one-quarter or eight (7 ¼ or 8) hours in a day or thirty-six and one-quarter or forty (36 ¼ or 40) hours in a week.

28:02 A supervisor authorized to do so, may require an employee under his or her authority to work overtime.

28:03 An employee who works overtime on his or her regular work day shall be compensated at time and one-half (1 ½X) for all such time worked.

- 28:04** An employee who is required to work on his or her first day of rest is entitled to compensation at time and one-half (1 ½X) for the first four (4) hours worked and double time (2X) thereafter.
- 28:05** An employee who is required to work on his or her second day of rest is entitled to compensation at double time (2X) for all hours worked. Second in this context means the second day in a series of consecutive calendar days of rest.
- 28:06** An employee, if called back to work overtime shall receive for the work compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to his or her regular work day. A meal break shall not be regarded as affecting contiguity.
- 28:07** An employee who is called back more than once within a three (3) hour period shall only be entitled to three (3) hours of compensation at the applicable overtime rate for that three (3) hour period in accordance with Article 28:06.
- 28:08** An employee who is called back in a subsequent three (3) hour period, shall be entitled to further compensation in accordance with Article 28:06.
- 28:09** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 28:10** (a) Where an employee has chosen to receive time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and a supervisor authorized to grant such time off within ninety (90) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Such mutual agreement between the employee and the authorized supervisor shall not be unreasonably withheld.
- (b) Where mutual agreement has not been reached within this ninety (90) calendar day period, the employee shall receive payment and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.

28:11 Except in emergency situations, the supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work and who are in the classification which normally performs the work.

Article 29 - Overtime and Time Off in Lieu

29:01 This Article shall apply to all overtime worked by employees including overtime worked at premium rates (i.e. time and one-half and double time).

29:02 All overtime worked by employees shall be banked.

29:03 The existing provisions in Article 28 an overtime will apply to all overtime credits earned up to eighty (80) hours per fiscal year. (Note: Forty (40) hours overtime worked at double time (2x) equals eighty (80) overtime credits).

29:04 For any overtime credits earned beyond eighty (80) hours in the fiscal year the following provisions of this Article will apply.

29:05 The Employer shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.

29:06 Where agreement is not reached, the Employer shall determine whether pay or time off will be granted.

29:07 Where agreement is not reached, the Employer shall determine when the time off is to be taken.

29:08 Where the Employer determine when the time off is to be taken under Section :08, the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:

- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time;
- (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.

- 29:09** Nothing in Section :09 restricts the Employer and employee from agreeing to alternative arrangements.
- 29:10** This Article is effective April 1, 1995 and applies to all overtime worked on and after that date. No recovery will be made for any overtime cashed out prior to the date of signing of the agreement or where an agreement has been reached as of that date between an employee and an Employer on cashing out the overtime.

Article 30 - Standby

- 30:01** The normal hours of work for the designated maintenance personnel are 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 30:02** An employee cannot be on standby for more than one hundred and twenty-eight (128) hours per regular calendar week which excludes statutory holidays.
- 30:03** An employee, who has been designated by the employing authority or authorized supervisor to be available on standby during off duty hours on a regular working day, shall be entitled to payment for each sixteen (16) hour period of standby of **twenty nine dollars and forty cents (\$29.40) effective the first day of the bi-weekly pay period following date of signing.**
- 30:04** For stand-by on a day of rest or on a paid holiday that is not a working day the payment for each twenty-four (24) hour period shall be **forty four dollars (\$44.00) effective the first day of the bi-weekly pay period following date of signing.**
- 30:05** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 30:06** The standby payment includes the responsibility to respond to telephone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half (½) hour, the employee is entitled to claim overtime for the period beyond one-

half (½) hour at the applicable overtime rate. Article 28:06 respecting minimum call back does not apply in these circumstances.

- 30:07** An employee on standby who is called back to work shall be compensated in accordance with call back provisions outlined in Article 28 in addition to standby pay.

Article 31 - Travel and Meal Allowances

- 31:01** For certain positions offered by the Authority, employees will be required to have a vehicle as a condition of employment.
- 31:02** If an employee is authorized by the Manager/Supervisor to use his vehicle on Authority business the employee shall be reimbursed according to Appendix C.
- 31:03** Business kilometres do not include trips to and from an employee's residence except where an employee is called out from home after normal work hours on his or her regular work day or on the employee's day of rest.
- 31:04** When authorized by the Manager/Supervisor, an employee required to provide a vehicle for its service use on behalf of the Authority will be reimbursed according to Appendix C.
- 31:05** The Authority shall pay to employees who are in travel status on Authority business the following rates **effective the 1st of the month following the date of signing of the collective agreement.**

Individual Meals

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
(a) in regions/district covered by remoteness allowance	\$7.35	\$9.35	\$16.90
(b) in all other regions/district	\$6.85	\$8.85	\$15.70

- 31:06** Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER
- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at four dollars (\$4.00) per day

- (b) at least three and a half (3 ½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for “Luncheon” in the appropriate areas as shown in Section 6 shall be paid.

31:07 An employee who is in travel status may claim an incidentals allowance for each night of:

(a) commercial accommodation

Effective the 1st of the month following the date of signing of the Collective Agreement: four dollars and thirty cents (\$4.30)

(b) non-commercial accommodation

Effective the 1st of the month following the date of signing of the Collective Agreement: two dollars and ninety cents (\$2.90)

Article 32 - Uniforms and Protective Clothing

32:01 Where the Authority determines that uniforms and protective clothing are required in the performance of the employee’s duties, such uniforms and protective clothing shall be provided to the employee.

32:02 Where uniforms and protective clothing are supplied, the Authority agrees to furnish, replace or repair such clothing when damaged in the performance of the employee’s duties.

32:03 Where a full-time employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of his or her regular duties the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. The allowance shall be eighty dollars (\$80.00).

32:04 The allowance will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
- (b) satisfactory proof of purchase must be provided by the employee; and

- (c) the employee must have purchased safety footwear specifically for employment with the Authority; and
- (d) except where an employee has been laid off, the employee must complete twenty-one (21) working days continuous service before being eligible to receive this allowance.

32:05 Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that next fiscal year.

32:06 Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article the employee may file a grievance in accordance with the Grievance Procedure. The decision at Step 2 shall be final for such grievances.

Article 33 - Loss of or Damage to Personal Effects

33:01 Where an employee, because of the action of a tenant of the Authority, suffers damage to, or loss of, eye glasses, false teeth, a watch or other personal effects usually carried with or worn by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at:

- (a) full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
- (b) if the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
- (c) at least seventy-five percent (75%) of the replacement cost in all other cases. In calculating replacement cost, proof of purchase must be submitted and Provincial Sales Tax (PST) and Goods and Services Tax (GST) are included.
- (d) All incidents of loss of, or damage to personal effects as mentioned in subsection (a), shall be reported in writing by the employee whose

personal effects are lost or damaged to the Manager/Supervisor within twenty-four (24) hours of the incident.

- (e) Each incident respecting loss of, or damage to, personal effects as mentioned in subsection a) shall be assessed separately, and the Manager/Supervisor shall recommend the amount of compensation that should on the Manager/Supervisor's opinion, be paid in respect of each incident.

- 33:02**
- (a) Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
 - (b) Employees whose occupation requires them to provide and use their own tools, equipment or personal effects in the course of their employment, should safeguard such tools, equipment or personal effects against loss, theft or damage; and no claim for compensation for loss, theft or damage to such tools, equipment or personal effects may be made under this subsection except where such tools, equipment or personal effects are handed over or delivered to the Manager/Supervisor where this is practical and the receipt thereof is acknowledged by the Manager/Supervisor.
 - (c) No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
 - (d) Every claim for compensation made pursuant to subsections a) and b) will be considered by the Manager/Supervisor, who will submit recommendations to the General Manager or designate for approval, and the claim shall indicate:
 - (i) the name of the claimant, position classification, normal place of work and type of work the position entails;

- (ii) identification as to category - loss, theft, damage and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - (iii) justification for the claim in accordance with subsection (a), (b), (c) or (d) of this section;
 - (iv) a certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- (e) Claims approved by the General Manager or designate shall be paid in accordance with Section :01.

Article 34 - Holidays

34:01 (a) The following holidays shall be observed:

- | | |
|---------------------|--|
| (i) New Year's Day | (vii) Labour Day |
| (ii) Good Friday | (viii) Thanksgiving Day |
| (iii) Easter Monday | (ix) Remembrance Day |
| (iv) Victoria Day | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Civic Holiday | (xii) Any other holiday proclaimed by Federal or Provincial Statute. |

(b) For calculation purposes, holidays shall be observed as indicated below:

Where a holiday falls on a Saturday or a Sunday, the holiday shall be observed on the following Monday.

Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

34:02 (a) The Authority offices, except for emergencies, shall be closed at one o'clock in the afternoon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.

(b) Where the Authority requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday

inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

- (c) An employee who leaves the Authority and has not received the compensatory leave to which the employee was entitled under subsection (b), the employee shall be entitled to receive one-half (1/2) day's pay in lieu thereof.

34:03 An employee is entitled to regular pay for a holiday on which the employee does not work provided the employee:

- (a) did not fail to report for 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 Manager/Supervisor on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

34:04 Notwithstanding :03(b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his or her 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.

34:05 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1 1/2X) the employee's regular rate for the time worked on that date.

34:06 Subject to Section :03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.

34:07 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

Article 35 - Health and Safety

- 35:01** The Authority and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Authority operations and that these activities require the combined effort of the Authority, employees, and the Union.
- 35:02** The Authority will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 35:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 35:04** Where an employee has refused to perform work in accordance with Section :13, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 35:05** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :12 and :13.
- 35:06** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) made a report under Section :13; and
 - (b) refused to work or continue to work under the conditions described under Section :13 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.
- 35:07** Where an employee willfully takes unfair advantage of the provisions described in Section :13, the employee may be subject to disciplinary action up to and including suspension or dismissal.
- 35:08** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or

her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.

- 35:09** The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns.

It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management of the Authority and/or the employees in the workplace and/or the Union.

- 35:10** Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply:

- (a) The Committee shall be determined taking into account the factors listed in Section :14. The number of employee representatives shall not be more than two (2). The number of management representatives may be less than or equal to the number of employee representatives on a committee.
- (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
- (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
- (d) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
- (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
- (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice of the calling of committee meetings.
- (g) Efforts should be made to schedule committee meetings, functions or duties during the employee's work time but if this is not possible

meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or by mutual agreement between the Authority and the employee be granted time off in lieu for time spent in such meetings, functions or duties.

- (h) The quorum for meetings shall consist of one-half (1/2) of the management members and one-half (1/2) of the employee members.
- (i) The Authority shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - (i) the names of all committee members and their terms of office;
 - (ii) the scheduled meeting dates of the committee;
 - (iii) the agenda for each meeting;
 - (iv) the minutes of the previous meeting;
 - (v) informational and educational materials which have specific relevance the safety and health of employees in that workplace;
 - (vi) **any Health and Safety policies of the Authority.**

35:11 The objectives of Workplace Health and Safety Committee include:

- (a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

35:12 Where a Manager/Supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety of health of an employee, the Manager/Supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 35:13** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of the employee's work, the employee shall report that condition to his or her Manager/Supervisor.
- (b) The Manager/Supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the Manager/Supervisor's decision or if the Manager/Supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Health and Safety Division without delay.
- (d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 35:14** The parties agree to the establishment of Workplace Health and Safety Committees in workplaces where it is deemed necessary having regard for:
- (a) the number of employees in the workplace;
- (b) the type of work performed in the workplace and the degree of hazard involved.
- 35:15** Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.

Article 36 - Sick Leave and Workers Compensation

- 36:01** The Authority shall grant sick leave with pay to an eligible employee where that employee is unable to be at work as a result of illness or injury.
- 36:02** The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of service at the rate of one-half (½) working day per bi-weekly pay period; and

(b) after the first four (4) years of service at the rate of one (1) working day per bi-weekly pay period.

36:03 Sick leave shall not accumulate beyond two hundred and eight (208) working days.

36:04 Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.

36:05 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two-hundred and eight (208) working days in accordance with Section :02.

36:06 An employee hired on the first working day of the pay period shall be eligible to accumulate sick leave credits from that date. An employee hired on any date other than the first working day of the pay period shall be eligible to accumulate sick leave credits from the first day of the next pay period.

36:07 Sick leave shall not accumulate during periods when an employee is:

- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) absent without leave; or
- (c) absent on leave of absence without pay.

Subsections (b) and (c) to apply where the period of absence is greater than one-half (1/2) of the bi-weekly period.

36:08 Where an employee is to be absent because of illness, the employee shall endeavour to notify the Manager/Supervisor or designate of the absence due to illness at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work or as soon thereafter as the means of communication permit.

36:09 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Authority, at any time during or after this period of sickness, a medical certificate stating that the employee is or was unable to

be present at work because of illness. If this certificate is not produced, the employee will not be entitled to pay for the period of his absence.

- 36:10** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Authority, a medical certificate as required under Section :09. Failure to produce a certificate will result in a loss of pay for the period of absence.
- 36:11** Where an employee becomes ill during the period of his scheduled vacation, the Authority may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Authority.
- 36:12** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee if he so elects, shall be paid an additional amount, which when combined with the compensation allowance, shall ensure the maintenance of his net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 36:13** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 36:14** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 36:15** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on the job accident shall be provided by or at the expense of the Authority if it is not covered by a medical plan.

36:16 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance Company (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

Article 37 - Compassionate Leave

- 37:01** An employee shall be entitled to compassionate leave for a period of up to four (4) working days without loss of salary in the event of the death of an employee's parent, step-parent, spouse, child or step-child.
- 37:02** An employee shall be entitled to compassionate leave for a period of up to three (3) working days without loss of salary in the event of the death of an employee's brother, sister, step-brother, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 37:03** An employee shall be entitled to compassionate leave of one (1) day, without loss of salary for attending a funeral as a pallbearer or, in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or grandchild.
- 37:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres from the employee's home.
- 37:05** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Authority as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;

- (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

37:06 An employee's sick leave accumulation under Article 36 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

37:07 An employee who is entitled to Compassionate Leave under this Article during her vacation leave shall receive vacation credits equal to the number of days of Compassionate Leave granted.

Article 38 - Maternity Leave

38:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

Plan A

38:02 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Authority;
- (b) submit to the Manager/Supervisor an application in writing for leave under Plan A 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; and
- (c) provide the Manager/Supervisor with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

38:03 An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Authority may vary the length of Maternity Leave upon proper certification by the attending physician.

- 38:04**
- (a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance (EI) waiting period.
 - (b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Authority for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

38:05 In order to qualify for Plan B, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Authority;
- (b) submit to the Manager/Supervisor 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 Manager/Supervisor 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 Manager/Supervisor with proof that she has applied for Employment Insurance benefits and that the Department of Human Resources and Skills Development (HRSD) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

38:06 An applicant for Maternity Leave under Plan B must sign an agreement with the Authority providing that:

- (a) she will return to work and remain in the employ of the Authority on a full-time basis for at least six (6) months following her return to work; and
- (b) if she does not take Parental Leave provided in Article 41 she will return to work on the date of the expiry of her Maternity Leave; and
- (c) if she does take Parental Leave as provided in Article 41, she will return to work on the date of the expiry of her Parental Leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Authority for the full amount of pay received from the Authority as a maternity allowance during her entire period of Maternity Leave.
- (e) Should she return to work as provided but fail to complete her return service commitment, she is indebted to the Employer for a pro-rated amount based on the number of months she has remaining on her return to service commitment, rounded to the nearest full week.

38:07 At the employee's request, the Authority may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

38:08 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 mentioned in Section :05(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate

mentioned in Section :06(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

- (c) the Authority may vary the length of Maternity Leave upon proper certification by the attending physician.

38:09 During that period of Maternity Leave, an employee who qualifies is entitled to a Supplement to EI Maternity Benefits 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 Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (c) all other time as may be provided under Section :08 shall be on a leave without pay basis.

38:10 Plan B does not apply to term or employees who normally are subject to seasonal layoff.

38:11 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

38:12 Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

38:13 Sections 57 and 60 (1) through 60 (4) inclusive of the Employment Standards Code respecting Maternity Leave shall apply "mutatis mutandis".

Article 39 - Paternity Leave

39:01 A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option,

such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

Article 40 - Adoptive Parent Leave

40:01 An employee shall be granted one (1) day's leave of absence with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

Article 41 - Parental Leave

41:01 In order to qualify for Parental Leave, an employee must:

- (a) be the natural mother of a child, or
- (b) be the natural father of a child; or
- (c) adopt a child under the law of a province.

41:02 An employee who qualifies under :01 must:

- (a) have completed seven (7) continuous months of employment and
- (b) submit to the Manager/Supervisor 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.

41:03 An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

41:04 Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes in the actual care and custody of the employee.

41:05 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Manager/Supervisor.

Article 42 - Jury or Witness Duty

- 42:01** Leave of absence with pay shall be granted to an employee who is required to attend jury duty, or where an employee is summoned as a witness in a legal proceeding other than a legal proceeding occasioned by the employee's private affairs.
- 42:02** If an employee receives any fees or stipend for being a witness or juror, he shall give same to the Authority excluding any amount which is for reimbursement of expenses paid him for being a witness or juror.

Article 43 - Contracting Out

- 43:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit then the following procedure shall apply:
- (a) the Authority will provide the Union with one-hundred and twenty (120) days' notice;
 - (b) at the request of either party, the matter may be discussed at a meeting with the Representatives of the Manitoba Housing Authority.

Article 44 - Civil Liability

- 44:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of his or her duties, then:
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee, shall advise the General Manager of any such notification or legal process;
 - (b) the Authority shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - (c) the Authority shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such

employee if such settlement is approved by the General Manager before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;

- (d) upon the employee notifying the General Manager in accordance with paragraph (a) above, the Authority and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Authority shall unilaterally appoint counsel. The Authority accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel.

Article 45 - Technological Change

- 45:01** The Authority and the Union recognize that technological change can offer significant improvements in the quality and quantity of the Authority's services provided to the public.
- 45:02** For purpose of this Article, technological change means the introduction of equipment or material into the Authority's operations which is likely to affect the security of a significant number of employees.
- 45:03** The Authority agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable will minimize the disruptive effects on services to the public and employees.
- 45:04** Where the Authority intends to introduce technological change, the following procedure will be followed:
- (a) the Authority will provide the Union with one-hundred and eighty (180) days' notice prior to the date the change is to be effective;
 - (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - (c) where retraining is to be provided, it shall be provided during the employees' normal working hours except where the retraining is not available during the employee's normal working hours;

- (d) at the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of one (1) employee representative and one (1) management representative. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

45:05 The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 46 - Vacation

46:01 The vacation year shall be April 1 to March 31.

46:02 Employees shall earn vacation leave credits on the following basis:

- (a) employees who have completed less than two (2) years of service, one and one-quarter ($1 \frac{1}{4}$) working days per complete month of service (3 weeks per year) in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service (4 weeks per year), in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;
- (c) commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2 \frac{1}{12}$) working days per complete month of service (5 weeks per year) in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;

- (e) notwithstanding Subsections (a), (b), (c), and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed out at the rate of one and one-quarter (1 ¼) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds (1 2/3) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed out at the rate of two and one-twelve (2 1/12) days per complete month of service.

46:03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

- 46:04**
- (a) Where operational requirements permit, vacation leave may be taken subject to the approval of the Manager/Supervisor.
 - (b) The Manager/Supervisor may authorize vacation to commence on any day.
 - (c) Subject to subsection (d), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (d) The Manager/Supervisor may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry over be allowed which comprises more than one (1) previous year's vacation entitlement.

46:05 Subject to the requirements of personnel in the work unit, vacation leave shall be rotated regardless of seniority of employment.

46:06 Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half (½), vacation leave credits shall no longer accumulate.

46:07 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

Article 47 - Dental Plan

47:01 The parties agree to the continuation of the Dental Plan. Contents of the Plan shall be the same as that of the Manitoba Civil Service and altered identically when changes are made.

Article 48 - Work at Home

48:01 Work at home arrangements shall be voluntary and may be terminated by either party with thirty (30) days' notice.

48:02 The Authority shall supply the necessary equipment and supplies to employees working at home and shall be responsible for the insurance and maintenance costs of such equipment.

48:03 Working at home shall not affect the employment status of any employee. A person who would not otherwise be an employee will not become one because they are performing work from an off-site location. Similarly, it will not prevent a person from remaining or becoming an employee if they otherwise would be an employee.

48:04 All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.

48:05 Work at home arrangements refers to work performed at an employee's home during regular work hours. The provisions of the Article refer to long term arrangements only.

48:06 The Authority reserves the right to attend at the employee's home with reasonable notice to inspect and repair its equipment as necessary.

48:07 A joint committee will be established to review specific work at home issues not covered by these provisions.

Article 49 - Addictions

49:01 The parties recognize that alcohol and drug misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to Authority approval, an employee will be granted

sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or outpatient services.

Article 50 - Ambulance and Hospital Semi-Private Plan

- 50:01** The Authority will facilitate payroll deduction for an Ambulance and Hospital Semi-Private Plan (AHSP) for employees on a voluntary basis.
- 50:02** The plan will be as similar as can be obtained as that in which MGEU members who are civil servants participate.
- 50:03** The Authority will pay that part of the premiums equal to that paid by the government under the GEMA, the employee will pay the balance of the premium, if any.
- 50:04** Eligibility requirements will be the successful completion of probation.

Article 51 - Remoteness Allowance

- 51:01** Regular employees who have established residence in Churchill District or Northern Region shall receive remoteness allowance in accordance with Appendix "B" of the Government Employees' Master Agreement.

Article 52 - Long Term Disability Insurance

- 52:01** Subject to costing up to a maximum of one percent (1%) of total insurable payroll a Long Term Disability Income Plan will be maintained for eligible employees.
- 52:02** If the carrier cannot agree to maintain such plan the parties will meet to review the matter.

Article 53 - Vision Care Plan

- 53:01** The parties agree to implement a Vision Care Plan effective July 1, 1998 as follows:
 - (a) Eligibility requirements for employees and dependents will be the same as those in effect for the Dental Plan.

- (b) Co-insurance will be 80% employer/20% employee.
- (c) Effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on or after that date, the maximum per claimant will be increase to two hundred and twenty-five dollars (\$225.00).
- (d) Coverage will include prescription lenses and eye examinations.
- (e) Effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on or after that date, the basis for payment shall be the **2007** Optometric or Ophthalmological Fee Guide.
- (f) The **2008** and **2009** Optometric or Ophthalmological Fee Guides will be implemented effective January 1 of each respective year.
- (g) Changes to the Dental Plan respecting eligibility during Maternity Leave and pro rated coverage for part-time employees will also apply to the Vision Care Plan.

Article 54 - Change of Work Headquarters

- 54:01** Where, as a result of a reorganization an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move three (3) months in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the employing authority.
- 54:02** An employee must accept or reject relocation within two (2) weeks. Where an employee has accepted relocation, the employee may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.
- 54:03** The parties recognize that it may be necessary to relocate specific employees based on operational needs and the qualifications required at both locations. Where this is not a factor, the department will seek qualified volunteers at the transferring location. Where there are insufficient volunteers, the notice shall be provided to the most junior qualified employee within the classification and work location from which

the relocation is to occur. Notwithstanding this process, the original relocation date as established in Section :01 remains unchanged.

- 54:04** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position with the Manitoba Housing Authority.
- 54:05** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable position within one (1) year from the date of layoff the employee shall be permanently laid off and shall and shall be eligible for severance pay in accordance with Article 21 - Severance Pay.
- 54:06** For purposes of interpretation of this Article, where the term “suitable position” is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.
- 54:07** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with the Government policy “Expenses of Removal on Transfer”, as referenced in Article 23:07 of the Government Employees’ Master Agreement.

Article 55 - Retroactive Wages

- 55:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing this Agreement shall apply to:
- (a) employees who are in the employ of the Manitoba Housing Authority on the date of signing of this Agreement;
 - (b) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - (c) employees who have left the service during the above-mentioned period by reason of being laid off by the employing authority;

- (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.

Article 56 - Joint Labour-Management Committee

- 56:01** The Authority and the Union agree to the formation of a Joint Winnipeg-Rural Labour Management Committee in order that matters of a mutual concern can be discussed.
- 56:02** The Committee shall establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
- 56:03** The Committee shall not have jurisdiction over any matter of Collective Bargaining, or the administration of this Collective Agreement. The Committee shall not have the power to bind either the Union, the employees, or the Authority to any decisions or conclusions reached in their discussions.
- 56:04** The Union shall appoint up to three (3) members from the Rural bargaining unit and up to three (3) members from the Winnipeg bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
- 56:05** The Authority shall appoint up to six (6) management members to the Labour Management Committee. At no time shall the number of management members exceed the number of Union members.

Article 57 - Shift Premium

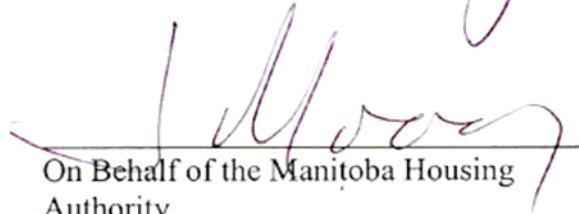
- 57:01** (a) **Effective the 1st day of the bi-weekly pay period following the date of signing of the Collective Agreement - eleven dollars and twenty cents (\$11.20).**
- (b) **Effective April 1, 2008 - eleven dollars and sixty cents (\$11.60).**

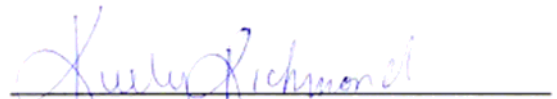
Article 58 - Accommodation of Employees With Disabilities

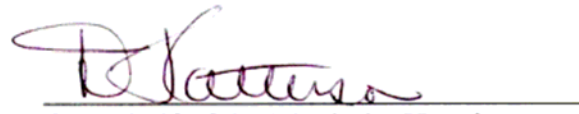
58:01 The Employer and the Union recognize the importance of the accommodation of employees with disabilities in the workplace. Where necessary, the Employer and Union may, by mutual agreement, waive or amend relevant provisions of the Collective Agreement to facilitate a specific accommodation.

In witness whereof the General Manager of The Manitoba Housing Authority, has hereunto set his hand for, and on behalf of The Manitoba Housing Authority, and the President of the Manitoba Government and General Employees' Union has hereunto set his hand for, and on behalf of the Manitoba Government and General Employees' Union.

Signed this 19 day of July, 2007.


On Behalf of the Manitoba Housing Authority


On Behalf of the Manitoba Government and General Employees' Union


On Behalf of the Manitoba Housing Authority


On Behalf of the Manitoba Government and General Employees' Union

APPENDIX "A"**Manitoba Housing Authority (MGEU) Rural Districts Salary Schedule****Effective 2006 04 01 through to 2007 03 31**

Administrative Officer 1 (AO1)	32,606 1,249.90 17.24	33,400 1,280.35 17.66	34,365 1,317.33 18.17	35,311 1,353.58 18.67	36,256 1,389.83 19.17	37,353 1,431.88 19.75
Building Superintendent (MT1)	24,793 950.40 11.88	25,586 980.80 12.26	26,296 1,008.00 12.60	27,235 1,044.00 13.05	27,965 1,072.00 13.40	
Cleaner (CLN)	23,833 913.60 11.42	24,584 942.40 11.78	25,252 968.00 12.10	25,941 994.40 12.43	26,713 1,024.00 12.80	
Clerk 2 (CL2)	27,103 1,038.93 14.33	27,973 1,072.28 14.79	28,805 1,104.18 15.23	29,788 1,141.88 15.75	30,828 1,181.75 16.30	32,001 1,226.70 16.92
Clerk 3 (CL3)	29,675 1,137.53 15.69	30,601 1,173.05 16.18	31,680 1,214.38 16.75	32,701 1,253.53 17.29	33,911 1,299.93 17.93	35,178 1,348.50 18.60
Clerk Typist/ Receptionist (CT)	23,698 908.43 12.53	24,606 943.23 13.01	25,400 973.68 13.43	26,327 1,009.20 13.92	27,292 1,046.18 14.43	28,332 1,086.05 14.98
Food Service Worker I (FS1)	18,261 700.00 8.75					
* Food Service Worker II (FS2)	20,181 773.60 9.67	20,682 792.80 9.91	21,433 821.60 10.27	22,017 844.00 10.55		
Labourer (LAB)	15,506 594.40 7.43					

Maintenance Coordinator (MT4)	38,901 1,491.20 18.64	40,257 1,543.20 19.29	41,760 1,600.80 20.01	43,263 1,658.40 20.73	44,557 1,708.00 21.35
Maintenance Tradesperson (MT3)	36,376 1,394.40 17.43	37,649 1,443.20 18.04	38,901 1,491.20 18.64	40,257 1,543.20 19.29	41,447 1,588.80 19.86
Property Manager 1 (PM1)	36,502 1,399.25 19.30	37,770 1,447.83 19.97	39,188 1,502.20 20.72	40,569 1,555.13 21.45	41,798 1,602.25 22.10

***Employees classified as FS2 are eligible to be considered for a merit increment every 6 months according to the provisions of Article 25.**

APPENDIX "A"**Manitoba Housing Authority (MGEU) Rural Districts Salary Schedule****Effective 2007 04 01 through to 2008 03 31**

Administrative Officer 1 (AO1)	33,420 1,281.08 17.67	34,233 1,312.25 18.10	35,216 1,349.95 18.62	36,200 1,387.65 19.14	37,164 1,424.63 19.65	38,280 1,467.40 20.24
Building Superintendent (MT1)	25,419 974.40 12.18	26,233 1,005.60 12.57	26,964 1,033.60 12.92	27,924 1,070.40 13.38	28,675 1,099.20 13.74	
Cleaner (CLN)	24,438 936.80 11.71	25,190 965.60 12.07	25,878 992.00 12.40	26,588 1,019.20 12.74	27,381 1,049.60 13.12	
Clerk 2 (CL2)	27,783 1,065.03 14.69	28,672 1,099.10 15.16	29,523 1,131.73 15.61	30,526 1,170.15 16.14	31,604 1,211.48 16.71	32,795 1,257.15 17.34
Clerk 3 (CL3)	30,412 1,165.80 16.08	31,358 1,202.05 16.58	32,474 1,244.83 17.17	33,514 1,284.70 17.72	34,762 1,332.55 18.38	36,067 1,382.58 19.07
Clerk Typist/ Receptionist (CT)	24,284 930.90 12.84	25,230 967.15 13.34	26,043 998.33 13.77	26,989 1,034.58 14.27	27,973 1,072.28 14.79	29,032 1,112.88 15.35

2007 04 01 until signing

Food Service Worker I (FS1)	18,720 717.60 8.97
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Effective 1st day of the bi-weekly following date of signing

Food Service Worker I (FS1)	19,764 757.60 9.47
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2007 04 01 until signing

* Food Service	20,682	21,204	21,976	22,560
Worker II	792.80	812.80	842.40	864.80
(FS2)	9.91	10.16	10.53	10.81

Effective 1st day of the bi-weekly following date of signing

* Food Service	21,725	22,247	23,019	23,604
Worker II	832.80	852.80	882.40	904.80
(FS2)	10.41	10.66	11.03	11.31

Labourer	15,903
(LAB)	609.60
	7.62

2007 04 01 until signing

Maintenance	39,882	41,259	42,804	44,348	45,663
Coordinator	1,528.80	1,581.60	1,640.80	1,700.00	1,750.40
(MT4)	19.11	19.77	20.51	21.25	21.88

Effective 1st day of the bi-weekly following date of signing

Maintenance	41,071	42,491	44,097	45,684	47,040
Coordinator	1,574.40	1,628.80	1,690.40	1,751.20	1,803.20
(MT4)	19.68	20.36	21.13	21.89	22.54

2007 04 01 until signing

Maintenance	37,294	38,588	39,882	41,259	42,491
Tradesperson	1,429.60	1,479.20	1,528.80	1,581.60	1,628.80
(MT3)	17.87	18.49	19.11	19.77	20.36

Effective 1st day of the bi-weekly following date of signing

Maintenance	38,421	39,736	41,071	42,491	43,764
Tradesperson	1,472.80	1,523.20	1,574.40	1,628.80	1,677.60
(MT3)	18.41	19.04	19.68	20.36	20.97

2007 04 01 until signing

Property	37,410	38,715	40,171	41,590	42,838
Manager 1	1,434.05	1,484.08	1,539.90	1,594.28	1,642.13
(PM1)	19.78	20.47	21.24	21.99	22.65

Effective 1st day of the bi-weekly following date of signing

Property	36,010	37,410	38,715	40,171	41,590	42,838
Manager 1	1,380.40	1,434.05	1,484.08	1,539.90	1,594.28	1,642.13
(PM1)	19.04	19.78	20.47	21.24	21.99	22.65

Effective 1st day of the bi-weekly following date of signing

Property	36,389	37,807	39,112	40,512	41,968	44,351
Manager 2	1,394.90	1,449.28	1,499.30	1,552.95	1,608.78	1,700.13
(PM2)	19.24	19.99	20.68	21.42	22.19	23.45

***Employees classified as FS2 are eligible to be considered for a merit increment every 6 months according to the provisions of Article 25.**

APPENDIX "A"**Manitoba Housing Authority (MGEU) Rural Districts Salary Schedule****Effective 2008 04 01 through to 2009 03 31**

Administrative Officer 1 (AO1)	34,252 1,312.98 18.11	35,084 1,344.88 18.55	36,105 1,384.03 19.09	37,107 1,422.45 19.62	38,091 1,460.15 20.14	39,245 1,504.38 20.75
Building Superintendent (MT1)	26,045 998.40 12.48	26,880 1,030.40 12.88	27,631 1,059.20 13.24	28,612 1,096.80 13.71	29,384 1,126.40 14.08	
Cleaner (CLN)	25,044 960.00 12.00	25,816 989.60 12.37	26,525 1,016.80 12.71	27,256 1,044.80 13.06	28,070 1,076.00 13.45	
Clerk 2 (CL2)	28,483 1,091.85 15.06	29,391 1,126.65 15.54	30,261 1,160.00 16.00	31,282 1,199.15 16.54	32,398 1,241.93 17.13	33,609 1,288.33 17.77
Clerk 3 (CL3)	31,169 1,194.80 16.48	32,133 1,231.78 16.99	33,287 1,276.00 17.60	34,346 1,316.60 18.16	35,632 1,365.90 18.84	36,975 1,417.38 19.55
Clerk Typist/ Receptionist (CT)	24,890 954.10 13.16	25,854 991.08 13.67	26,686 1,022.98 14.11	27,670 1,060.68 14.63	28,672 1,099.10 15.16	29,750 1,140.43 15.73
Food Service Worker I (FS1)	20,264 776.80 9.71					
* Food Service Worker II (FS2)	22,268 853.60 10.67	22,810 874.40 10.93	23,604 904.80 11.31	24,188 927.20 11.59		
Labourer (LAB)	16,299 624.80 7.81					

Maintenance Coordinator (MT4)	42,929 1,645.60 20.57	44,431 1,703.20 21.29	46,101 1,767.20 22.09	47,771 1,831.20 22.89	49,169 1,884.80 23.56	
Maintenance Tradesperson (MT3)	40,174 1,540.00 19.25	41,551 1,592.80 19.91	42,929 1,645.60 20.57	44,431 1,703.20 21.29	45,746 1,753.60 21.92	
Property Manager 1 (PM1)	36,918 1,415.20 19.52	38,337 1,469.58 20.27	39,680 1,521.05 20.98	41,174 1,578.33 21.77	42,630 1,634.15 22.54	43,916 1,683.45 23.22
Property Manager 2 (PM2)	37,297 1,429.70 19.72	38,753 1,485.53 20.49	40,096 1,537.00 21.20	41,533 1,592.10 21.96	43,008 1,648.65 22.74	45,467 1,742.90 24.04

***Employees classified as FS2 are eligible to be considered for a merit increment every 6 months according to the provisions of Article 25.**

APPENDIX "A"**Manitoba Housing Authority (MGEU) Rural Districts Salary Schedule****Effective 2009 04 01 through to 2010 03 31**

Administrative Officer 1 (AO1)	35,254 1,351.40 18.64	36,105 1,384.03 19.09	37,145 1,423.90 19.64	38,186 1,463.78 20.19	39,188 1,502.20 20.72	40,380 1,547.88 21.35
Building Superintendent (MT1)	26,797 1,027.20 12.84	27,652 1,060.00 13.25	28,424 1,089.60 13.62	29,447 1,128.80 14.11	30,240 1,159.20 14.49	
Cleaner (CLN)	25,774 988.00 12.35	26,567 1,018.40 12.73	27,297 1,046.40 13.08	28,049 1,075.20 13.44	28,884 1,107.20 13.84	
Clerk 2 (CL2)	29,315 1,123.75 15.50	30,242 1,159.28 15.99	31,131 1,193.35 16.46	32,190 1,233.95 17.02	33,344 1,278.18 17.63	34,592 1,326.03 18.29
Clerk 3 (CL3)	32,077 1,229.60 16.96	33,060 1,267.30 17.48	34,252 1,312.98 18.11	35,349 1,355.03 18.69	36,673 1,405.78 19.39	38,053 1,458.70 20.12
Clerk Typist/ Receptionist (CT)	25,608 981.65 13.54	26,611 1,020.08 14.07	27,462 1,052.70 14.52	28,464 1,091.13 15.05	29,504 1,131.00 15.60	30,620 1,173.78 16.19
Food Service Worker I (FS1)	20,849 799.20 9.99					
* Food Service Worker II (FS2)	22,915 878.40 10.98	23,478 900.00 11.25	24,292 931.20 11.64	24,897 954.40 11.93		
Labourer (LAB)	16,779 643.20 8.04					

Maintenance Coordinator (MT4)	44,181 1,693.60 21.17	45,725 1,752.80 21.91	47,437 1,818.40 22.73	49,148 1,884.00 23.55	50,588 1,939.20 24.24	
Maintenance Tradesperson (MT3)	41,343 1,584.80 19.81	42,762 1,639.20 20.49	44,181 1,693.60 21.17	45,725 1,752.80 21.91	47,082 1,804.80 22.56	
Property Manager 1 (PM1)	37,996 1,456.53 20.09	39,453 1,512.35 20.86	40,833 1,565.28 21.59	42,365 1,624.00 22.40	43,860 1,681.28 23.19	45,183 1,732.03 23.89
Property Manager 2 (PM2)	38,375 1,471.03 20.29	39,869 1,528.30 21.08	41,250 1,581.23 21.81	42,744 1,638.50 22.60	44,257 1,696.50 23.40	46,791 1,793.65 24.74

***Employees classified as FS2 are eligible to be considered for a merit increment every 6 months according to the provisions of Article 25.**

Appendix “B”

Hours of Work Schedule

All classifications in the Authority come within hours of work Category “B” (forty [40] hours per week) with the exception of the following classifications who come within hours of work Category “A” (thirty-six and one-quarter [36 ¼] hours per week):

Clerk 2 (CL2)

Clerk 3 (CL3)

Clerk Typist/Receptionist (CT)

Administrative Officer (AO1)

Property Manager 1 (PM1)

Property Manager 2 (PM2)

Appendix “C”

Article 1 - Privately Owned Vehicles

1:01 Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on Authority business when authorized by a Manager/Supervisor shall be paid in accordance with the location of the employee’s residence as follows:

<u>For Employees Resident</u>
<u>South of 53 North of 53</u>

(a) Distance up to 10,000 kilometres per year

Effective the 1 st of the month following the date of signing of collective agreement:	39.4¢/km	43.8¢/km
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(b) Distance over 10,000 kilometres per year

Effective the 1 st of the month following the date of signing of collective agreement:	31.7¢/km	34.9¢/km
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(c) Distance up to 11,000 kilometres per year

Effective April 1, 2008:	39.7¢/km	44.1¢/km
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(d) Distance over 11,000 kilometres per year

Effective April 1, 2008:	32.0¢/km	35.2¢/km
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(e) Distance up to 12,000 kilometres per year

Effective April 1, 2009:	40.0¢/km	44.4¢/km
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(f) Distance over 12,000 kilometres per year

Effective April 1, 2009:	32.3¢/km	35.5¢/km
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(g) The use of a privately owned motorcycle, when authorized by a Manager/Supervisor, shall be reimbursed at the following rates:

17.3¢/km	19.3¢/km
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(h) Distance is that accumulated in the fiscal year - April 1 to March 31.

- 1:02 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

Article 2 - Privately Owned Vehicles - Service Use

2:01 Reimbursement Rates

When authorized by a Manager/Supervisor an employee requested to provide a vehicle for its service use will be paid at the following rates according to the area of use:

	<u>For Employees Resident</u>	
	<u>In Other Areas of the Province</u>	<u>In Areas Covered by Remoteness Allowance</u>
(a) Automobiles	\$14.54/day plus 17.9¢/km	\$17.89/day plus 22.0¢/km
(b) Trucks up to and including one (1) ton or vans	\$16.44/day plus 20.1¢/km	\$19.63/day plus 24.0¢/km

2:02 Service Use

Service use means the use of a vehicle in connection with field or construction projects. It includes the requirement to carry personnel and/or equipment. A claim may not be made under this Appendix on the same day as a claim under Article 1 - Privately Owned Vehicles.

Appendix “D”

Exclusions

The following positions are excluded from the terms of the Collective Agreement:

- General Manager
- Director of Property Services
- Area Managers
- **Regional Managers**
- Administrative Assistant to Director of Property Services
- Manager, Special Programs
- Manager, Project Delivery and Technical Support
- Manager of Tenant Services
- **Director of Strategic Planning and Policy & Support Services**
- **Area Maintenance Supervisors**
- Director of Property Maintenance and Capital Improvements
- Manager, Contract and Budget Administration
- Administrative Assistant to General Manager
- Administrative Assistant to Director of Property Maintenance and Capital Improvements
- Administrative Assistant to **Manager of Maintenance Operations**
- **Human Resource Consultant**
- **Human Resource Clerk**
- **Student assistants being paid under the provision of the Student Temporary Employment Program Policy (S.T.E.P)**

Appendix “E”

Casual Employees

1:01 The only provisions of this Agreement which apply to casual employees are as follows:

- Article 2 Definitions
- Article 3 Recognition and Scope
- Article 7 Management Rights
- Article 8 Union Security
- Article 11 No Discrimination
- Article 12 Sexual Harassment
- Article 14 Employee Performance Review and Employee Files
- Article 22 Disciplinary Action
- Article 23 Grievance Procedure and Arbitration
 - Limited to the provisions in this Article.
- Article 32 Uniforms and Protective Clothing
 - Sections :01, :02 and :06 only.
- Article 33 Loss or Damage to Personal Effects
- Article 34 Holidays
 - Provisions respecting 1 ½ x for time worked on the listed holidays only.
 - All other provisions in accordance with Employment Standards Code.
- Article 44 Civil Liability
- Article 55 Retroactive Wages

1:02 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven and one-quarter (7 ¼) hours;
- (b) overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) “days of rest” per week;
- (c) certain shift configurations may require working more than five (5) days per week without payment of overtime.

1:03 There is no obligation for the employing authority to offer work to a casual employee or for a casual employee to accept work that is offered.

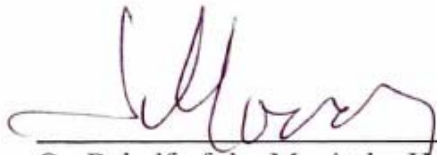
- 1:04 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Authority. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purpose of the one-hundred and sixty (160) hour period set out in Article 3:02.
- 1:05 A casual employee who is working in a second job with the Authority must meet the requirements of Section 3:02 with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.
- 1:06 Where casual employees are employed within positions for which there is no appropriate Authority classification, the classes and pay ranges of the employees will be deemed to be part of the Agreement pay plan and the employees will be paid at those rates plus any general pay increases until revised classes and pay ranges are negotiated by the parties. There shall be no retroactivity with respect to such revised classes and ranges. The rate of pay shall not be less than the lowest rate of pay set out in the appropriate component pay plan except as may be provided in a separate Memorandum of Agreement between the parties.

Memorandum of Agreement "A"

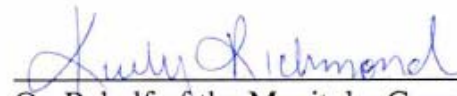
Re: Southwest Region - Weekend Premium

1. The Authority shall maintain a weekend premium for eligible employees in the Southwest Region only.
2. An employee shall receive fifty cents (\$.50) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
3. An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if he or she had worked.
4. The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority




On Behalf of the Manitoba Government
and General Employees' Union

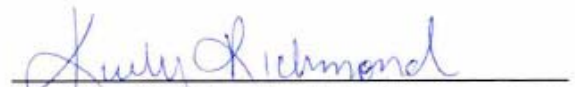
Memorandum of Agreement "B"**Re: Hourly Based Benefits**

During the life of the agreement, the parties agree to establish a joint committee to investigate the feasibility of introducing standardized hourly based benefit calculations on the basis which would be cost neutral to the Authority and benefit neutral to existing employees.

This Committee will be convened at the call of the Authority when it approves the implementation of an hourly based payroll system.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority


On Behalf of the Manitoba Government
and General Employees' Union


Memorandum of Agreement "C"**Re: Service Use**

Manitoba Housing Authority's historical practice for employee use of personal vehicles for work purposes has governed the entitlement of employees to the service use daily rate and mileage paid out under Article 2:01 of Appendix "C". The parties agree that there will be no change to this practice.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority



On Behalf of the Manitoba Government
and General Employees' Union


Memorandum of Agreement “D”

Re: Drug Plan

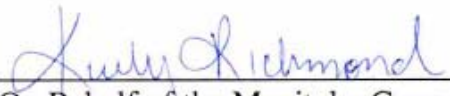
- (1) The Authority agrees to the continuation of the Drug Plan as follows:
 - (a) Eligibility requirements for employees and dependants will be the same as the Dental Services Plan;
 - (b) Co-insurance will be based on eighty percent (80%) reimbursement;
 - (c) The maximum payment per contract (family) is **seven hundred dollars (\$700.00)** per year effective **April 1, 2008**.

- (2) Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee paid Extended Health Benefit (EHB) Plan.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority



On Behalf of the Manitoba Government
and General Employees' Union


Memorandum of Agreement "E"

Re: Essential Services


The Manitoba Government and General Employees' Union and the Manitoba Housing Authority agree to meet and negotiate an essential services agreement based on the health care essential services model negotiated by the regional health authorities of Manitoba and the various health care unions.

The Agreement is to be finalized by September 30, **2010**. If agreement is not reached the dispute resolution mechanism of the health care essential services model will be used.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement "F"

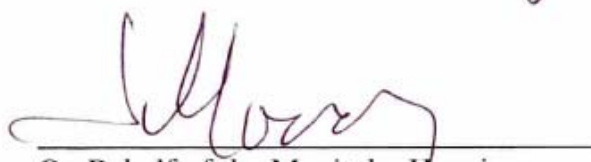
Re: Joint Labour-Management

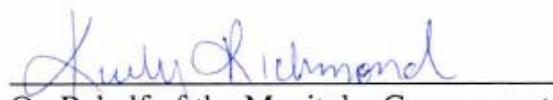
The parties have agreed through Collective Bargaining that the following matters shall be referred to the Joint Labour-Management Committee for discussions:

1. The manageability of excessive workload issues for particular groups of employees;
2. The appropriate and ethical use of electronic monitoring devices in the workplace and in Authority vehicles;
3. The Authority's Respectful Workplace policy;
4. An examination of potential health and wellness initiatives that could be undertaken in the workplace.

The Labour-Management Committee may make recommendations to the Authority on these issues. The recommendations of the Committee on these matters shall not be binding on the Authority.

Signed this 19 day of July, 2007.


On Behalf of the Manitoba Housing
Authority


On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement “G”

Re: Review of Job Description


It is agreed by both parties to form a joint Union/Management Committee of equal representation (three (3) representatives of the Union and three (3) representatives of Management) to review the job description (including the duties and qualifications) and compensation of the Building Superintendent positions.

The committee will present a report including recommendations to the MHA management for review and consideration by December 31, 2007. These recommendations will be non-binding on the parties.

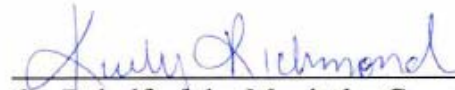
In reviewing the job description, the committee will consider including responsibilities that require Building Superintendents to refer clients to agencies such as The Addictions Foundation of Manitoba. If such responsibilities are added to the job description of the Building Superintendents they will be provided with the requisite training.

In reviewing the compensation of the Building Superintendent positions the joint committee will review and consider the same/similar kinds of jobs.

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement “H”

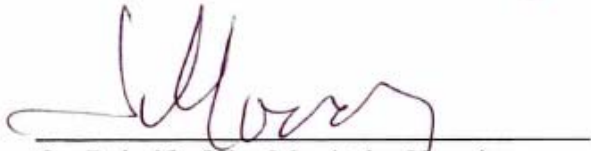
Subject: Health Spending Account (HSA)

The parties agree to the establishment of a Health Spending Account for permanent full and part-time employees within the following parameters:

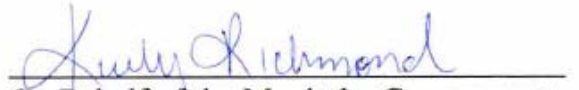
- **The Health Spending Account shall apply to permanent full and part-time employees on staff as of April 1, 2008.**
- **The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing April 1, 2008.**
- **Effective April 1, 2008, maximum claims shall be two hundred (\$200.00)/year per full-time employee and one hundred dollars (\$100.00)/year per part-time employee.**
- **Effective January 1, 2009, and applicable to permanent full and part-time employees on staff as of January 1, 2009, maximum claims shall be increased to two hundred and fifty dollars (\$250.00)/year per full-time employee and one hundred and twenty-five dollars (\$125.00)/year per part-time employee.**
- **There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$275 in claims in 2009. The employee can claim the \$250 and carry forward the additional \$25 in claims for up to one year.**
- **Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").**
- **Reimbursement for claims is once every two months.**
- **An employee must file a claim.**
- **Employees to receive annual statements.**

- **The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).**
- **Plan coverage and administration is to be determined by the Employer.**

Signed this 19 day of July, 2007.



On Behalf of the Manitoba Housing
Authority



On Behalf of the Manitoba Government
and General Employees' Union