

Collective Agreement

between

Medical Transportation Coordination Centre

(hereinafter referred to as the “Employer”)

of the first part

and

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

(hereinafter referred to as the “Union”)

of the second part

April 1, 2010 - March 31, 2014

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All changes are in **bolded** print.

Preamble

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement,

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

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

Article 1 Scope of Recognition

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board, MLB Certificate No. 6392, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".
- 1:02** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training or emergency.

Article 2 Management Rights

- 2:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its workplace, affairs and functions.
- 2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

2:03 **Emergency, Disaster and Fire Plans**

- (a)** In any emergency or disaster declared by the Director or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 15 shall apply to overtime hours worked.

- (b)** Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 15.
- (c)** The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

Article 3 Definitions

- 3:01** An employee is a person employed by the Employer and covered by this Agreement.
- 3:02** A “full-time” employee is one who regularly works the hours specified in Article 14.
- 3:03** A “part-time” employee is one who regularly works less than full-time hours, as per Article 14:01, on a regular and recurring basis.
- 3:04** A “term position” shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 9 and filled in accordance with Article 8. All employees may apply for the term position. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of filling of the last position posted, shall be offered to part-time employees in accordance with Article 22:01. Upon completion of the original term position, the employees shall be returned to their former positions.

The parties agree that if a unique situation arises due to the additional two (2) postings as provided above, the Employer and the Union will meet and attempt to reach a mutually agreeable resolution. Should such a resolution not be reached,

the wording above shall apply and the Employer shall be limited to the two additional postings.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to a minimum of **forty-eight (48)** hours notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Articles 22:01 (re Part Time) and 19:04 (re Temporary Assignment) shall apply, wherever possible.

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

In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

3:05 All new full-time employees shall be on probation for six (6) calendar months with provision for an extension of the

probationary period for another three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the day of their employment. During such period the employee shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees and after the first four (4) calendar months for part-time employees and discussed with the affected employee.

3:06 A “casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage, subject to Article 22:01. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:

- a) Casual employees shall receive vacation pay bi-weekly at the rates six percent (6%) of the regular hours worked in a bi-weekly period.
- b) Casual employees are paid in accordance with the salaries specified in Schedule “A”. Increments will be earned in accordance with the number of hours worked.
- c) Casual employees are entitled to the shift premium(s) outlined in Article 20.
- d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half ($1\frac{1}{2}$ x) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 15:01 and 15:02.

- f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- h) Seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 8:02. Such casual seniority will not take priority over full-time or part-time employee seniority.
- i) Articles 6 and 7 herein apply only with respect to the terms of this Article.
- j) Casual employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on recognized holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 15) and shall be included in each regular pay cheque.
- k) When a term position is posted and a casual employee is awarded the position, at the completion of the term, the casual employee shall retain such term hours, as well as previous casual hours as a combined total for the sole purposes of application as per 3:06 (h).**

3:07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

- 3:08** The term “Employer” shall mean the Medical Transportation Coordination Centre.
- 3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union as per Manitoba Labour Board Certificate No. MLB-6392.
- 3:10** The word “promotion” shall mean a change from one (1) grade to another grade with a higher maximum rate of pay.
- 3:11** The word “demotion” shall mean a change from one (1) grade to another grade with a lower maximum rate of pay.
- 3:12** The word “transfer” shall mean a change by an employee from one (1) position in a grade to another position within the same grade in Schedule “A”.
- 3:13** **"Length of Employment" shall mean the period of time since an employee last became a full-time, part-time or temporary employee for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time, part-time or temporary status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or temporary employment shall be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time, part-time or temporary employee.**
- 3:14** **Basic Pay, Rate or Salary means the amount indicated in Schedule “A”.**

- 3:15** Authorized overtime shall mean overtime authorized by the Employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.

Article 4 Union Security and Dues Check-off

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.

- 4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.

The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location, and home address. The employee's address shall be accepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.

- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.
- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and

remitted and with respect to any liability which the Employer may incur as a result of such deductions.

- 4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 4:06** All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire.

The Union will provide the Employer with Union membership application forms. The Employer shall distribute said application forms within its employment process and advise new employees that they must be a member of the Union to work in the site. The new employee will be directed to fill out the form and give it to the Union's designated officer at the workplace.

- 4:07** The Union representative or designate shall have up to fifteen (15) minutes at a time mutually agreeable with the Employer to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 5 Technological Change

- 5:01** Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

5:02 An employee who is displaced from her job as a result of technological change shall be given the opportunity to fill any vacancy within the workplace comprising the Medical Transportation Coordination Centre for which she has seniority and for which she has the qualifications and ability to perform. If there is no suitable vacancy, she shall have the right to displace any employee with less seniority in accordance within the layoff procedures specified in this Agreement.

5:03 a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible.

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

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

Article 6 Grievance Procedure

- 6:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 6:02** An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 6:03** Union representatives at the site, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of two (2) employees, or more employees so engaged if mutually agreed upon. Such permission shall not be unreasonably withheld.

6:04 Discussion Stage

Within ten (10) calendar days of the occurrence of the grievance, the employee shall attempt to resolve the dispute with his immediate Supervisor who is outside the bargaining unit.

6:05 Step One

If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the Operations Manager or designate at the site.

6:06 Step Two

Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:05, the Union may within the ensuing ten (10) calendar days, submit the grievance in writing to the Director, MTCC.

6:07 The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

6:08 An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.

6:09 Policy grievances and grievances filed as a result of dismissal, suspension or demotion shall be submitted at Step Two.

Article 7 Arbitration Procedure

7:01 Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the

matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

- 7:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 7:03** The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.
- 7:04** In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 7:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 7:06** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.

7:08 Clarification on Decision

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

7:09 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Nominee it appoints
- b) one-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

7:10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

7:11 The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

Article 8 Seniority

8:01 Seniority shall mean the total of all hours paid at the employee's regular rate of pay from the time the employee last entered the service of the Employer to the last time her name appears on the payroll.

8:02 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in

question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon the seniority of the applicants.

8:03 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

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

8:04 Seniority will terminate if an employee:

- a) resigns;
- b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- c) is laid off and fails to report for duty as instructed as per Article 10:06;
- d) is laid off for more than twenty-four (24) months;
- e) fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;
- f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;

- 8:05** Seniority will continue to accrue if an employee:
- a) is on any period of paid leave of absence;
 - b) is on any period of paid income protection;
 - c) is on any period of paid vacation;
 - d) is on any period of unpaid leave of absence up to four (4) consecutive weeks; except those referenced in 8:05 (e);
 - e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or L.T.D. for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
 - f) is on parenting leave;
 - g) is assigned to temporarily relieve or replace an employee in an out of scope position;
 - h) She/he is on an educational leave of absence up to two (2) years.
- 8:06** Seniority will be retained but will not accrue if an employee:
- a) is on any unpaid leave of absence in excess of four (4) consecutive weeks; except those referenced in Article 8:06 (b);
 - b) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or L.T.D. for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
 - c) is laid off for less than twenty-four (24) months;

- d) is on the trial period of an out-of-scope position;
 - e) is in a term in an out of scope position;
 - f) is on an educational leave of absence in excess of two (2) years.
- 8:07** a) A seniority roster of all employees indicating the total seniority hours since the date of entry into the service of the Employer, shall be prepared by the Employer at an effective date of December 31st of each year. This roster will be posted on the employees' bulletin boards no later than February 1st of each year. This roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate list and shall not be subject to further changes until the next posting.
- b) A seniority list shall be distributed, upon written request, to the local Union Representative on a semi-annual basis.

Article 9 Vacancies, Promotions and Transfers

- 9:01** a) Vacant positions which fall within the scope of this Agreement shall be posted in the workplace for a period of at least seven (7) calendar days. Such postings shall be numbered, state required qualifications, hours of work and wage rate. A copy of each posting shall be given to the Union site representative at the time of posting. The Union shall, upon request be informed in writing of the names

and seniority of the applicants. When a position becomes vacant, and the Employer chooses not to fill the vacancy, the Employer shall notify the Union.

- b) An employee on vacation when a vacancy occurs shall be considered for the posted position provided she submits the prescribed application form to the Employer on the first day of her return.
- c) When more than one (1) vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should she be awarded any of the positions for which she applied, she shall not have the right to file a grievance with respect to other positions for which she applied and expressed lower preference.
- (d) An employee on leave of absence or income protection shall be considered for a promotion or transfer along with other applicants, provided that, during such absence, the employee advises the Employer of her request for promotion or transfer, by telephone during normal business hours, and the employee shall provide written confirmation of her request within twenty-four (24) hours.

9:02 As per the posting provisions contained in Article 9:01, the Employer will select the person for the position and will post her name in the same locations where the position was previously posted, providing there are qualified applicants as per Article 8:02. **The selection for the position shall be made as timely as is possible.**

9:03 All promotions and voluntary transfers are subject to a three (3) month trial period (six [6] months for part-time employees) and if an employee is found by the Employer to be unsatisfactory in

her new position during this trial period, she shall be returned to her former position without loss of seniority, as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

- 9:04** **Effective date of ratification**, when an employee is promoted, her new and future salary will be determined as follows:

The new salary will be the rate of her new job title, which is at least **five percent (5%)** higher to her rate on her former job title.

The date of appointment to the new classification shall become the anniversary date for salary progression.

- 9:05** Where an employee is voluntarily demoted from a position in a higher grade to a position in a lower grade, she shall be placed on the same increment step of the lower graded position.

Where an employee is involuntarily demoted from a position in a higher grade to a position in a lower grade, she shall be placed on the increment step of the lower graded position which is closest to, but not higher than, her present rate of pay.

- 9:06** New employees with less than six (6) months service in a given position with the Employer will be eligible for promotion or transfer solely at the discretion of the Employer.

Article 10 Layoff and Recall

- 10:01** In the event of a layoff, employees shall receive four (4) weeks notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the union site representative.
- 10:02** In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their occupational grade, and department/unit. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- 10:03** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 8:02 of the Collective Agreement.
- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational grade/classification, provided they are qualified to perform the required work.
- 10:05** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the

employee must be prepared to begin work at the time designated by the Employer.

10:07 The right of a person who has been laid off, to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:

- a) if the person did not communicate with the Employer as specified in Article 10:06.
- b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
- c) a twenty-four (24) month period has elapsed since the date of layoff, as per Article 8:04 (d).

10:08 Reduction of Hours/Deletion of an Occupied Position

- 1. In the event that an employee has his/her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu thereof and a copy of such notice shall be forwarded to the Union site representative.
- 2. Employees shall whose hours of work have been reduced or whose position has been deleted, be entitled to exercise their seniority within the same grade, provided the employee has a satisfactory work record, possess the qualifications and meets the physical requirements of the position in question. Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower grade within the scope of this agreement, provided the employee has a

satisfactory work record, possesses the qualifications and meets the physical requirements of the position in question.

10:09 Notwithstanding Article 22:01, providing the employee has indicated to the Employer a desire to work additional available shifts in writing, such shifts within the site of employment prior to layoff shall be offered to an employee on layoff, or an employee who has had her hours reduced, before part-time and casual employees, provided she possesses the qualifications and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available shifts accepted by the employee on layoff or an employee who has had her hours reduced cannot exceed the employee's EFT prior to layoff, or reduction in hours. Such available shifts shall be distributed on a seniority basis.

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

- (a) Vacation pay shall be calculated in accordance with Article 22:05 and shall be paid at the prevailing rate for the employee on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay:
- (b) Income protection accumulation shall be calculated as follows:

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

- (c) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on recognized

holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 15) and shall be included in each regular pay cheque.

- (d) Participation in benefit plans is subject to the provisions of each plan.
- (e) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

10:10 Notwithstanding the provisions of Article 10:08 or any other of the provisions of Article 10, nothing contained therein shall be used for the purpose of affecting an across the board reduction of hours in the site.

10:11 Workplace Reorganization

If workplace restructuring will result in the deletion(s) of occupied MGEU positions, the Employer will notify the Union. A Joint Workforce Adjustment Committee will be established, with a minimum of two (2) representatives from management and a minimum of two (2) from the Union, to review the proposed changes and develop recommendations to minimize impact on the affected employees. Such recommendations shall not be in violation of the Collective Agreement.

Article 11 Maternity/Parental Leave

11:01 Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

11:02 Parenting Leave

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave “Plan A” or Maternity Leave “Plan B” but not both.

i) Maternity/Parental Leave

A. Plan A

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

- a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity

Leave without a return to work unless otherwise approved by the Employer.

- e) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in Article 17:10.

A part-time employee may choose to receive income protection credits similar to fulltime employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 17:10.

B. Plan B

Effective April 1, 2012 the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2012.

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

pregnant and specifying the estimated date of her delivery;

(d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

(a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

(b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and

(c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 11.02 (i) B 1 (c).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 11.02 (i) B 1 (c).
 - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay.
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) all other time as may be provided under Article 11.02 (i) B (3), shall be on a leave without pay basis.

5. **An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.**
 6. **Plan B does not apply to temporary employees.**
 7. **A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.**
- C. Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.**

ii) Parental Leave - Paternity

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

- a) He becomes the natural father of a child and assumes actual care and custody of his child.
- b) He has completed six (6) months employment as of the date of the intended leave.
- c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- d) Parental Leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

iii) Parental Leave - Adoption

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

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

iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.

v) An employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or Parental Leave, the employee shall be placed in her former

classification and shift schedule at the same increment step.

**Article 12 Bereavement/Compassionate Leave / Leaves of
Absence**

- 12:01** (a) An employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, sister's husband/ brother's wife, and any other relative or foster child who was residing in the same household at the time of his/her death.

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

- (b) Compassionate leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometers from the respective site, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometers from the respective site.
- (c) The time off referenced to in (a) above shall not be considered as needed during periods when an employee

was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.

(d) Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

A) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.

B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.

C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

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

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

- 2) the family member requires the care or support of one (1) or more family members.

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

- E) A family member for the purpose of this Article shall be defined as:
 - 1) a spouse or common-law partner of the employee;
 - 2) a child of the employee or a child of the employee's spouse or common-law partner;
 - 3) a parent of the employee or spouse or common-law partner of the parent;
 - 4) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**
 - (5) a current or former foster parent of the employee or of the employee's spouse or common-law partner;**
 - (6) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**
 - (7) the spouse or common-law partner of a person mentioned in any of the clauses (3), (4) (5) and (6);**
 - (8) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.**

- F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- G) Seniority shall accrue as per Article 8:03 (c) and 8:05 (d).
- H) Subject to the provisions of Article 17:10, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- I) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Compassionate Leave as outlined in Article 12:01 and 22:10.

12:02 Necessary leave of up to one (1) day without loss of regular pay shall be granted to an employee to attend a funeral as a pallbearer or, subject to the operational needs of the site as determined by the Employer, as a mourner.

12:03 An employee required to serve as a juror or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs, shall be granted a leave of absence without loss of basic pay, and shall remit to the Employer any payment received except reimbursement of expenses. **An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs shall receive a leave of absence without pay for the required absence or on written**

request he/she will be allowed to use banked time, banked statutory holiday or vacation time.

- 12:04** Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.
- 12:05** Upon request, up to three (3) days income protection shall be paid to the parent on the occasion of a birth or adoption of a child. Such leave shall be paid from the family illness income protection bank as stipulated in Article 17:11, provided the full provisions of 11:02 (e) is not utilized.
- 12:06** **Compassionate leave of up to two (2) days for purposes other than death may be granted at the Employer's sole discretion. The denial of such leaves is not subject to the grievance and arbitration procedures.**

Article 13 Union Leave

- 13:01** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in the regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.
- Except in cases of emergency, at least three (3) days advance notice of request for such leave shall be given by the employee or the Union.

Article 14 Hours of Work

- 14:01** Regular hours of work for full-time employees will be:
- a) eight (8) hours per day excluding meal periods and including rest periods; and
 - b) forty (40) hours per week;
 - c) eighty (80) hours bi-weekly.
- 14:02** The unpaid meal period away from the work station will be scheduled by the Employer and will not be less than one-half (1/2) hour as per Article 14:01.
- 14:03** A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed to between the Employer and the employee.
- 14:04** Shift Schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of a scheduled period. Except in cases of emergency, shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.
- 14:05** Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head or designate and shall not result in overtime costs to the Employer.
- 14:06** This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

14:07 No employee will be required to work a split shift except by mutual agreement between the Employer, employee and the Union.

14:08 Cancelled Shifts

An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.

14:09 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

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

Article 15 Overtime

15:01 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 14.01. Overtime shall be compensated at one and one-half ($1\frac{1}{2}$ x) times the basic rate of pay for the first three (3) overtime hours worked and double time (2x) for all overtime hours worked thereafter.

15:02 All overtime worked on a General Holiday shall be paid at two and one-half ($2\frac{1}{2}$ x) times the employee's basic rate of pay.

- 15:03** (a) By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year.
- (b) By mutual agreement between the Employer and the employee, overtime may be accumulated to a maximum of 91.44 hours and may be compensated for by the granting of equivalent time off at applicable overtime rates, subject to operational requirements. Such time shall be taken by the employee prior to March 31 of any year or will be paid out by the Employer. Unless mutually agreed by the employer and employee, requests for banked time off shall be submitted no later than two weeks prior to the date requested.**
- 15:04** The employer shall endeavour to distribute overtime amongst available volunteer employees as equitable as possible. When there are no volunteer employees, such overtime shall be assigned starting with the most junior employee within the classification on duty. Such assignment shall not normally exceed six (6) hours past their regularly scheduled hours.
- 15:05** Full-time employees required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

- 15:06** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.
- 15:07** An employee required by the Employer to attend classes of instruction or meetings outside her regular hours shall be paid straight time rates for time spent in attendance at such courses or meetings or be given equivalent time off if mutually agreed to between the Employer and the employee. Failing agreement, payment at straight time rates shall apply.
- 15:08** An employee **required to work overtime without advance notice for a period in excess of two (2) hours immediately following her normal shift shall be paid one non-cumulative meal allowance of seven dollars (\$7.00), [eight dollars (\$8.00) effective April 1, 2013.]**
- 15:09** A full-time employee who works on a scheduled day off shall be paid two (2 x) times the employee's rate of pay.
- 15:10** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift, in which case regular meal/rest periods shall occur.

Article 16 General Holidays

- 16:01** Note: Days pay per this Article means eight (8) hours pay.

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

New Year's Day (Jan. 1) Victoria Day

Louis Riel Day	August Civic Holiday
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11)
Canada Day (July 1)	Christmas Day (Dec. 25)
Labour Day	Boxing Day (Dec. 26)

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

- 16:02** An employee required to work on a general holiday will be paid at the rate of one and one-half (1 ½ x) times her basic rate of pay for all hours worked.
- 16:03** Subject to Article 16:05 below, if a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional days pay at the basic rate shall be granted in lieu.
- 16:04** If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.
- 16:05** Full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit her request for time off at least four (4) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and

will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked.

- 16:06** Subject to Article 16:05 above, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional days pay at the basic rate shall be granted in lieu.

Article 17 Income Protection

- 17:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.
- 17:02** An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the Workers Compensation Act or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident, shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits.
- a) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:
- i) Whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty.

If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.

- b) If the employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.
- c) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community the employee shall be allowed up to one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.

17:03 An employee who will be absent under the conditions outlined in Article 17:01 shall inform her supervisor prior to the commencement of her next scheduled shift(s).

An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection for the shift(s) in question.

Prior to the Day Shift One **and one half** (1.5) Hours

Prior to Evening Shift Three (3) Hours

Prior to Night Shift Three (3) Hours

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery shall, if

possible, give fourteen (14) days notice except in cases of emergency.

An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours notice, or less if mutually agreeable, prior to returning to work.

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

- 17:04** Income protection shall accumulate at the rate of one and one-quarter (1 ¼) days for each full month of service.
- 17:05** Income protection credits will accumulate on the same basis as seniority is accrued under Article 8.
- 17:06** During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits. However should an employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.
- 17:07** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.
- 17:08** If an employee is to be absent for illness for a period exceeding her income protection, including E.I. credit, she must request,

or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.

The employee will be responsible to update the Employer regarding her medical status as well as her expected date of return.

17:09 Income Protection and Workers Compensation

- A) i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
- ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
- a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 19:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.

- b) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B. decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
 - d) In the event the W.C.B. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - e) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- B) i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 19:02 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada

Pension Plan contributions and Employment Insurance contributions.

ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.

iii) Subject to the provisions of each plan the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.

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

- (C) i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation (M.P.I.C.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by M.P.I.C.
- ii) Subject to (i) above, where an employee has applied for M.P.I.C. benefits and where a loss of normal salary would result while awaiting a M.P.I.C. decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
- a) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 19:02 (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
 - b) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final M.P.I.C. decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee’s accumulated income protection credits.
 - c) The employee shall reimburse the Employer by assigning sufficient M.P.I.C. payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by M.P.I.C. directly to the employee.

d) In the event that the M.P.I.C. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

e) Upon request, the Employer will provide a statement to the employee indicating amount of advance payment(s) made and repayment(s) received by the Employer.

- D) i) Subject to (B), an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the M.P.I.C. payments.
- ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 19:02 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
- iv) If at any time it is decided by the Manitoba Public Insurance Corporation that any payment to be made to the employee by the Employer must be offset against benefits

otherwise payable by the Manitoba Public Insurance Corporation, then such payment shall not be payable.

- E) Where a work assessment period or a modified return to work period is recommended by M.P.I.C., the Employer shall make every reasonable effort to arrange for such assessment/return subject to the M.P.I.C. covering all related costs.

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Union shall be notified and involved if there is a request for a Rehabilitation and Return to Work Program for employees. The Employer and the Union shall review the provisions of the program and ensure that the work designated is within her/his restrictions and limitations.

- 17:10** For each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, one (1) day (eighty percent [80%]) shall be reserved exclusively for the employee's personal use as outlined in Article 17:02. The remaining one quarter ($\frac{1}{4}$) of a day (twenty percent [20%]) shall be reserved for either the employee's personal use as outlined in Article 17:02, or for use in the event of family illness as specified in Article 17:11. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (1) day to read three-quarters ($\frac{3}{4}$) of a day, and amend one-quarter ($\frac{1}{4}$) of a day to read one-half ($\frac{1}{2}$) of a day.

- 17:11** Subject to the provisions of Article 17:10, an employee may use income protection for the purposes of providing care in the

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

Article 18 Annual Vacation

18:01 The vacation year shall be from the 1st day of April in the one year to the 31st day of March in the next year.

18:02 An employee who has completed less than one (1) year continuous employment as of March 31st will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

18:03 Annual vacation shall be earned at the rate of:

15 working days per year commencing in the 1st year of employment.

20 working days per year commencing in the 4th year of employment.

25 working days per year commencing in the 11th year of employment.

30 working days per year commencing in the 21st year of employment.

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

18:04 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has

been made to the Employer, in writing, two (2) weeks in advance.

- 18:05** The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 18:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority subject to a maximum of 2 rotations to be taken as vacation.

An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Employees in term positions, as per Article 3:04 will be considered to be assigned to the shift they will be working in on the dates they select for their respective vacation. All requests for vacation leave will be subject to approval of the employee's supervisor or the Operations Manager based on operational requirements.

- 18:06** The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the first day of the new vacation year. Vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 18:07** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 18:01.
- 18:08** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the

Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.

18:09 Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 18:07.

18:10 Vacation entitlement will be payable at the employee's basic hourly rate of pay.

18:11 **Long Service Recognition – Vacation**

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

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

Article 19 Salaries and Increments

- 19:01** Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement. Increments as specified in salary “Schedule A” shall be granted annually on the anniversary date of the employee’s employment with the Employer, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment, subject to review not later than three (3) months from the date such increment was withheld.
- 19:02** Salaries shall be paid bi-weekly to each employee in accordance with his grade listed in Schedule “A”.
- 19:03** Increments shall be due on the anniversary date of the employee’s date of employment. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.
- 19:04** (a) Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid **eighty** cents (\$0.80) per hour for hours so assigned.
- (b) An employee assigned to temporarily perform the duties of an employee in a lower rated classification shall continue to receive the rate for his regular duties.
- 19:05** Where employees are required by the Employer to wear uniforms while on duty, the employer shall provide the following:

For full-time and part-time employees:

4 shirts per year

3 pairs of pants per year

Jacket-one every 3 years

For casual employees:

2 shirts per year

1 pair of pants per year

Jacket-one every 5 years

All such items shall remain the property of the Employer, and when no longer required must be returned by the employee. The employees shall be responsible for the laundering and maintenance of their own uniforms.

Where uniforms are supplied, the Employer agrees to replace or repair such clothing when damaged in the performance of the employee's duties.

The Employer shall provide minor alterations at no cost to the employees through the Employer's approved seamstress only.

Article 20 Premiums

20:01 (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift. **Effective date of ratification, the evening shift premium shall also be applicable to each hour worked after 1600 hours on a modified Day or Evening**

shift during which at least two (2) hours worked after 1600 hours.

(b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.

20:02 Shift premium and weekend premium will not be payable while an employee is off duty for any reason.

20:03 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

Article 21 Terminations

21:01 An employee may terminate her employment with the Employer by giving four (4) weeks written notice, exclusive of vacation.

21:02 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of a new employee, or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

21:03 The Employer may deduct from an employee's termination pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

21:04 The Employer will make available, within the normal bi-weekly pay period after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Article 22 Special Provisions Re: Part-time Employees

22:01 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours, shall be offered such work, when available, provided they are able to perform the required duties.

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

Such additional hours shall be allocated on the basis of seniority.

(b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.

(c) 1. Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked.

2. Additional hours worked by a part-time employee shall be included in the determination of seniority.

3. Additional hours worked by a part-time employee shall be included when determining an employee's earned

vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 22:07.

4. When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 (“TERM POSITION”), she shall be entitled to income protection benefits and bereavement leave.

(d) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

22:02 Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular hours worked. Without limiting the generality of the forgoing, the following provisions shall apply.

22:03 Income Protection in Case of Illness

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

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

22:04 Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness, consistent with Article 22:01 (c) (1).

22:05 Annual Vacations

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

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

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

22:06 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. **Part-time employees are not entitled to unpaid vacation days.**

Vacation compensation earned as a result of working additional hours in accordance with Article 22.10 shall be paid in accordance with the Employer's past practice/policy as at March 14, 2011.

22:07 General Holidays

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

22:08 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 14.

22:09 Increments

Part-time employees shall receive increments (calculated from the date of her last increment, or her starting date as the case may be), on the basis of one (1) increment for each equivalent annual full-time hours worked. Increments shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

22:10 Compassionate Leave

- (a) A part-time employee shall be allowed to take up to four (4) consecutive calendar days off, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, brother, sister, brother's wife, sister's husband, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiance and any other relative or foster child who was residing in the same household at the time of his/her death, she shall receive pay at the basic rate for each scheduled hour of work within those four (4) days. One (1) day may be retained for use in the case where actual interment or cremation is at a later date.
- (b) Compassionate leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a funeral more than two hundred and fifty (250) kilometres from the respective site, or may be granted by the Employer's discretion if the travel required is less than two

hundred and fifty (250) kilometres from the respective site. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) days.

- (c) The time off referenced to in (a) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.

- (d) **Compassionate Care Leave**

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- A) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- D) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- i) the day the certificate is issued, or
- ii) if the leave was begun before the certificate was issued, the day the leave began; and

2) the family member requires the care or support of one (1) or more family members.

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

E) A family member for the purpose of this Article shall be defined as:

1) a spouse or common-law partner of the employee;

2) a child of the employee or a child of the employee's spouse or common-law partner;

3) a parent of the employee or spouse or common-law partner of the parent;

4) or any other person described as family in the applicable regulations of the Employment Standards Code.

F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall

have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

G) Seniority shall accrue as per Article 8:03 (c) and 8:05 (d).

H) Subject to the provisions of Article 17:10, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

I) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Compassionate Leave as outlined in Article 12:01 and 22:10.

22:11 Necessary leave of up to one (1) day without loss of regular pay shall be granted to an employee to attend a funeral as a pallbearer or, subject to the operational needs of the site as determined by the Employer, as a mourner.

Article 23 Labour Management / Safety Committees

23:01 The parties hereto agree to a joint Labour-Management committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the site. **Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings, with a minimum of one (1) hours pay, subject to no more than 2 employees being so appointed.**

23:02 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually

agreed otherwise. The local Union committee may at any time have a Representative from The Manitoba Government and General Employees' Union.

- 23:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.
- 23:04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 23:05** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary as per the Manitoba Safety and Health Act.
- 23:06** A Safety Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the Employer.

Article 24 Retirement Bonus

- 24:01** Employees retiring in accordance with the following:

- i) retire at age sixty-five (65) years; or
 - ii) retire after age sixty-five (65) years; or
 - iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
 - iv) employees who have completed at least ten (10) years continuous employment with the Employer, whose age plus years of that employment equal eighty (80);
- shall be granted retirement bonus on the basis of four (4) days per year of employment.

24:02 Calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total seniority on the date of retirement.

24:03 Employees retiring in accordance with the conditions of Article 24:01 shall be granted retirement bonus as specified on the following basis. Calculations will be based on the following formula:

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

24:04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

24:05 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per

year of employment and in accordance with the calculation methods prescribed in this Collective Agreement.

- 24:06** Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

Article 25 Employee Benefits

25:01 Pension Plan

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

25:02 Dental Plan

The parties agree that during the life of this Agreement, Healthcare Employees Benefit Plan (HEBP) sponsored Dental Plan will be cost-shared on a 50-50 basis.

25:03 Disability and Rehabilitation Plan

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

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

It is understood that the elimination period for the Disability Rehabilitation Plan is one hundred nineteen (119) calendar days.

- 25:04** The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans; or upon request the same information may be provided through the appropriate administrative contact.

Article 26 Changes in Classification

- 26:01** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 26:02** Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 26:03** If the Union files written objection, as per Article 26:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 26:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.
- 26:05** At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification if she feels that the duties of the job have substantially changed from those of the classification job description.

The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.

If the decision given is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 6.

If at any time the Employer changes an existing job description, the employee(s) and Union will receive the revised copy of same.

Article 27 Contracting-Out

27:01 There will be no contracting out of any work being done by members of the bargaining unit.

It shall not be considered as subcontracting should the Employer:

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

27:02 In accordance with Article 26:01, employees will be given ninety (90) days notice, and where the Employer is unable to provide alternate employment within the site, the employee shall be entitled to a choice of either:

- a) severance pay on the basis of two (2) weeks pay at the regular basic rate for the position last occupied, for each year of employment with the Employer; or
- b) the exercise of their seniority to displace a less senior employee in an equivalent or lower classification within the scope of the Agreement, provided the employee has a satisfactory work record, possess the qualifications, and meets the physical requirements of the position in question.

27:03 If the Employer intends to sub-contract work which results in the displacement of one (1) or more employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment within the site for those employees so displaced and will guarantee to offer alternative employment within the site to those employees who have thirty-six (36) months or more service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid grade will continue at the salary of his/her present grade and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

Article 28 Duration

- 28:01** a) This agreement shall be in full force and effect from **April 1, 2010**, until **March 31, 2014**.
- b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.

- c) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.
- d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

28:02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

28:03 This Agreement may be amended during its term by mutual agreement.

28:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

Article 29 Union Representation

29:01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.

29:02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba

Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.

29:03 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be two (2) representatives.

By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.

29:04 Union local officers and stewards, with their respective Supervisor(s) permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such union activities shall be conducted during off duty hours.

Article 30 Non-Discrimination

30:01 It is agreed that there shall be no discrimination against any employee by the Employer, the Union, **or any employee based on:**

- **ancestry, including color and perceived race**
- **ethnic background or origin**
- **age**
- **nationality or national origin**
- **political belief, association or activity**

- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the union,

except as allowed under the Manitoba Human Rights Code.

30:02 Harassment

The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

Article 31 Bulletin Boards

- 31:01** A bulletin board for the use of the Union will be provided by the Employer at the site. All material posted must be submitted to the designated Administrative Officer and is subject to his/her approval.

Article 32 Discharge, Suspension, Discipline and Access to Personnel Files

32:01 An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the local Union representatives.

32:02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if she so desires.

Where possible, the Employer shall give the employee prior notice of the nature of the complaint.

No disciplinary document shall be placed on an employee's personnel file without the employee being given the opportunity to read the document.

If an employee declines Union representation he/she shall be given a form to sign saying that she has been offered Union representation and has declined representation. The Employer will retain the signed form on file. A copy of the signed form will be provided to the Employee who may choose to provide said copy to the Union.

32:03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

- 32:04** Upon written request and at a mutually agreeable time at the site of employment, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.
- 32:05** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 32:04 of the Collective Agreement.
- 32:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- 32:07** Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Any dispute relative to the substance of the written evaluation must be in writing and submitted within seven (7) days of the date of the employee's acknowledgement of the evaluation.

Article 33 Storm/Disaster Pay

- 33:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies, or the Department of Highways, staff shall not be paid for such work missed, however, on written request, he/she will be allowed to use

banked time, banked statutory holiday or vacation time, or be allowed to make up the lost hours.

Article 34 Education Leave

- 34:01** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wish to maintain an employment relationship with the Employer.
- 34:02** Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

Article 35 Loss of or Damage to Personal Effects

- 35:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for replacement of same.
- 35:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 35:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

Article 36 Respectful Workplace

- 36:01** The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment and violence.
- 36:02** The Employer, in consultation with its employees, will develop a respectful workplace policy or review an existing policy to be included in the Employer's policy manual.

Article 37 Overpayments

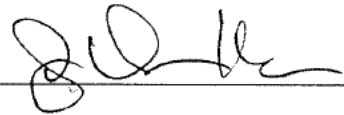
- 37:01** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
- a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
 - b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
 - c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

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

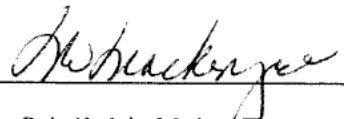
Signed this 27th day of OCTOBER, 2011



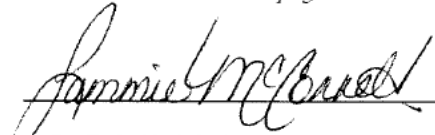
*On Behalf of the Medical Transportation
Coordination Centre*



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



*On Behalf of the Medical Transportation
Coordination Centre*



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

Memorandum of Agreement
Between
Medical Transportation Coordination Centre
And
Manitoba Government and General Employees' Union

Re: 12 Hour Shifts – Days/Nights – 4 Shifts on Duty/4 Shifts off Duty

The Employer and the Union mutually agree that the following conditions and understanding apply re: the 11.430 (“12”) hour shift patterns. Any terms and conditions not specifically mentioned in this Memorandum of Agreement shall continue to be applied in accordance with the Medical Transportation Coordination Centre Collective Agreement.

1. There shall be twenty-eight (28) shifts of 11.430 (“12”) hours duration in each four (4) consecutive bi-weekly periods.
2. The 11.430 (“12”) hour shift schedule pattern shall provide employees with at least (2) consecutive days off at one (1) time.
3. Overtime shall be either time worked in excess of 11.430 (“12”) hours, or in excess of full-time hours in the rotation pattern in effect (see #1 above), such time to have been authorized in such a manner and by such persons as may be directed by the Employer.
4. Each shift of 11.430 (“12”) hours is to be inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute

meal period. Each shift of 11.430 (“12”) hours shall be exclusive of one (1) thirty-four (34) minute meal period. That is, each employee working an 11.430 hour shift will get both a thirty (30) minute paid meal period, as well as a thirty-four (34) minute unpaid meal period, with two (2) fifteen (15) minute paid rest periods.

5. Application of Article 14:09

Employees who are required to rotate shifts shall be assigned to work day shifts and night shifts. There shall be at least as great a number of day shifts assigned as there are night shifts in the shift pattern outlined in #1.

6. General Holidays/Vacation/Income Protection

The number of days off that an employee receives under the 11.430 (“12”) hour shift schedule pattern are to correspond exactly in hours to the days off on an eight (8) hour shift pattern.

7. Application of Article 16

- a) An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1.5) times his/her basic rate of pay for all hours worked and, in addition, shall receive an alternate eight (8) hours shift off at her/his basic rate of pay in accordance with Article 16:02.

b) General Holidays

Full-time employees shall be allowed to bank up to 45.72 hours in lieu of general holidays, for the employee’s future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit her request for time off at least four (4) weeks ahead of the day(s) wanted. Approval

will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked.

8. Application of Article 12:01 (a)

It is agreed that the term “working day” shall be deemed to mean 11.430 (“12”) hours.

9. Application of Article 18

The paid vacation entitlement that an employee receives under the 11.430 (“12”) hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on an eight (8) hour shift pattern, calculated in accordance with Article 18.

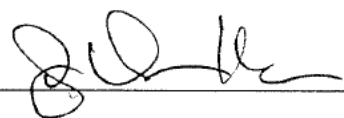
10. Shift Premium, Weekend Premium and Responsibility Pay

Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with Article 20 – Premiums.

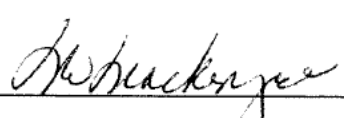
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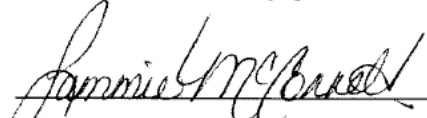
*On Behalf of the Medical Transportation
Coordination Centre*



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



*On Behalf of the Medical Transportation
Coordination Centre*




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

Letter of Understanding
Between
Medical Transportation Coordination Centre
And
Manitoba Government and General Employees' Union

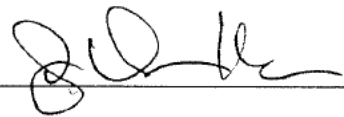
Re: Job Descriptions

The Employer agrees to provide to the Union a complete set of the respective M.G.E.U. Bargaining Unit job descriptions within one hundred and twenty (120) days of the signing of this Collective Agreement.

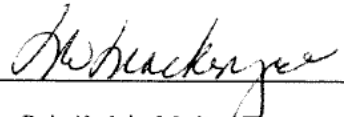
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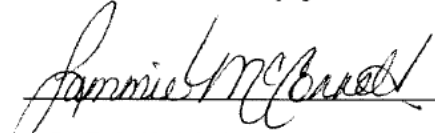
*On Behalf of the Medical Transportation
Coordination Centre*



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



*On Behalf of the Medical Transportation
Coordination Centre*



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

**Letter of Understanding
Between
Medical Transportation Coordination Centre
And**

Manitoba Government and General Employees' Union

**Re: Extended Health Care Plan / Health Spending Account /
Pension Plan**

The following benefit improvements will be applied through HEBP/HEPP, as negotiated provincially for all health care employers and employees, and as specified:

Extended Health Care Plan:

Apr 1/09 - All employees who are enrolled or become enrolled in accordance with the options set out below, will be in the HEBP "Enhanced" Extended Health Care Plan.

Effective April 1, 2009 the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the Employee.

There will be a three month enrollment period of Jan 1/09 to Mar 31/09 to allow Employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.

Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment, or remain out.

Employees currently in the "Enhanced" Plan must remain in the "Enhanced" Plan.

New Employees hired on or after Apr 1/09 will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.

Any other enrollment changes will be as per the HEBP Plan text.

Health Spending Account:

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

The annual HSA benefit amounts shall be:

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

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

A "year" or "the annual HSA benefit" is defined as the calendar year – January 1 to December 31.

In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Healthcare Plan.

New employees hired on or after April 1, 2010 who become enrolled in the “Enhanced” Extended Healthcare Plan will commence HSA coverage following one year participation in the "Enhanced" Extended Health Care Plan.

Unutilized HSA monies are not carried over to the subsequent year.

Pension Plan

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

Employer and employee contribution rates for the HealthCare Employees’ Pension Plan – Manitoba (HEPP) shall be increased as follows:

January 1, 2011

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

April 1, 2012

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

April 1, 2013

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

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

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

HEPP COLA

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

- 1. COLA Fund - A “COLA” Fund(s) will be established effective April 1, 2014.**
- 2. Dedicated COLA Monies - The monies contributed to the “COLA” Fund(s) will be “dedicated” monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.**
- 3. Equal Contributions - The “COLA” Fund(s) will be funded by equal contributions from Employers and Employees.**
- 4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.**

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective

- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
- It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers

5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:

- HEPP COLA Fund # 1 - effective April1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").
- HEPP COLA Fund # 2 - effective April1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").

6. **Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:**
 - **It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.**
 - **The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).**
7. **There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.**
8. **Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.**
9. **Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.**
10. **COLA Payment**
 - **Earliest Start Date - April 1, 2018.**

- Maximum = 2/3 CPI (Canada) per year.

- Ad hoc - as Fund will allow.

11 Implementation Committee - immediately following conclusion of collective bargaining:

• An Implementation Committee shall be formed consisting of Employer Settlers, Union Settlers and HEPP Administration.

• The role of the Implementation Committee shall be to discuss, research and develop a model for the implementation of COLA as per the principles set out in this agreement.

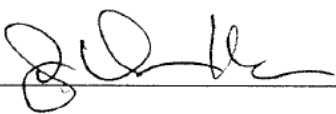
• It is understood that that the Committee may be required to seek legal and/or actuarial advice in doing their work.

• Following completion of their work the Committee will make recommendations to the HEPP Board of Trustees for their consideration and implementation.

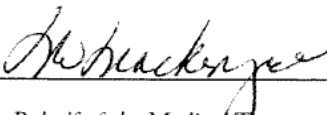
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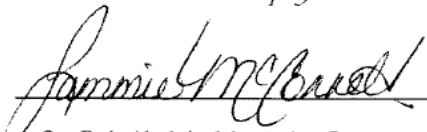
On Behalf of the Medical Transportation
Coordination Centre



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Medical Transportation
Coordination Centre



On Behalf of the Manitoba Government
and General Employees' Union

Schedule "A"
Salary Scales - 2080 Annual Hour Base

System Status Controller

Effective April 1, 2010 - 0%

Step 1	Step 2	Step 3	Step 4	Step 5
20.993	21.612	22.252	22.909	23.588

Effective April 1, 2011 – 0%

Step 1	Step 2	Step 3	Step 4	Step 5
20.993	21.612	22.252	22.909	23.588

Effective April 1, 2012 – Standardize all Regions

Step 1	Step 2	Step 3	Step 4	Step 5
21.658	22.301	22.961	23.640	24.338

Effective April 1, 2012 – 2.75 %

Step 1	Step 2	Step 3	Step 4	Step 5
22.254	22.914	23.592	24.290	25.007

Effective October 1, 2012 – 1.85 % Market Adjustment and 2 % - 20 year Long Service Step added.

Step 1	Step 2	Step 3	Step 4	Step 5	20 yr. Long Serv
22.666	23.338	24.028	24.739	25.470	25.979

Effective April 1, 2013 – 2.75 %

Step 1	Step 2	Step 3	Step 4	Step 5	20 yr. Long Serv
23.289	23.980	24.689	25.419	26.170	26.693

Effective October 1, 2013 – 3% New Step Added to Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20 yr. Long Serv
23.289	23.980	24.689	25.419	26.170	26.955	27.494

The following Market Adjustment increases shall also be added to each step of the salary scales, after the expiration of this agreement, on the following dates: October 1, 2014 – 3%, October 1, 2015 – 3%, October 1, 2016 – 3%, October 1, 2017 – 3%, October 1, 2018 – 3.50%, October 1, 2019 – 3.60%

Salary Scales - 2080 Annual Hour Base

Lead System Status Controller**Effective April 1, 2010 - 0%**

Step 1	Step 2	Step 3	Step 4	Step 5
22.344	23.006	23.685	24.387	25.109

Effective April 1, 2011 – 0%

Step 1	Step 2	Step 3	Step 4	Step 5
22.344	23.006	23.685	24.387	25.109

Effective April 1, 2012 – Standardize all Regions

Step 1	Step 2	Step 3	Step 4	Step 5
23.054	23.736	24.439	25.165	25.909

Effective April 1, 2012 – 2.75 %

Step 1	Step 2	Step 3	Step 4	Step 5
23.688	24.389	25.111	25.857	26.621

Effective October 1, 2012 – 1.85 % Market Adjustment and 2 % - 20 year Long Service Step added.

Step 1	Step 2	Step 3	Step 4	Step 5	20 yr. Long Serv
24.126	24.840	25.576	26.335	27.113	27.655

Effective April 1, 2013 – 2.75 %

Step 1	Step 2	Step 3	Step 4	Step 5	20 yr. Long Serv
24.789	25.523	26.279	27.059	27.859	28.416

Effective October 1, 2013 – 3% New Step Added to Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20 yr. Long Serv
24.789	25.523	26.279	27.059	27.859	28.695	29.269

The following Market Adjustment increases shall also be added to each step of the salary scales, after the expiration of this agreement, on the following dates: October 1, 2014 – 3%, October 1, 2015 – 3%, October 1, 2016 – 3%, October 1, 2017 – 3%, October 1, 2018 – 3.50%, October 1, 2019 – 3.60%