

Collective Agreement

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

The Manitoba Government and General Employees' Union

April 1, 2008 to March 31, 2012

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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 further that the Union recognizes that the Employer is an organization whose first consideration is to the welfare of the patient/clients of the facility.

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 Definitions

- 1:01** An “Employee” is a person employed by the Employer and covered by this Agreement.
- 1:02** The term “Union” shall mean the Manitoba Government and General Employees’ Union.
- 1:03** The term “Employer” and/or “Facility” shall mean the Winnipeg Regional Health Authority (WRHA) Pan Am Clinic.
- 1:04** A “full-time” employee is one who regularly works the full hours specified in Article 15.
- 1:05** A “part-time” employee is one who regularly works less than full-time hours, as per Article 15, on a regular and recurring basis.
- 1:06** 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 11. There is no guarantee of hours for casual employees. The terms of this Agreement do not apply to the casual employee, except as specified in Article 9.
- 1:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 1:08** The word “promotion” shall mean a change from one grade to another grade with a higher maximum rate of pay.
- 1:09** The word “demotion” shall mean a change from one grade to another grade with a lower maximum rate of pay.

- 1:10** The word “transfer” shall mean a change by an employee from one position in a grade to another position within the same grade in Schedule “A”.

Article 2 Scope of Recognition

- 2:01** 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 certificate number MLB-6160, or as may be granted voluntary recognition by the Employer and identified in Schedule “A”.
- 2:02** 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 3 Duration

- 3:01**
- (a) This Agreement shall be in full force and affect from the first day of April, **2008** until the thirty-first day of March **2012**.
 - (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 (14) days written notice as to the intended time and date of strike action.
 - (d) The Employer agrees to give the Union as least two (2) weeks (14) days written notice as to the intended time and date of lockout.
- 3:02** 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) days of the receipt of notice, the other party shall be required to enter into negotiations for the purpose of exchanging proposals and commencing to bargain collectively for the formation of a new Agreement.
- 3:03** This Agreement may be amended during its term by mutual agreement.
- 3:04** 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 4 Management Rights

- 4:01** The Union recognizes the sole right of the Employer, unless otherwise provided in this agreement, to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality of patient/client care; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 4:02** 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.

Article 5 Labour Management Committee

- 5:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.
- 5:02** 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 **shall be appointed by the local Union executive and** may at any time have a Representative from the Manitoba Government and General Employee's Union. The parties shall Co-chair this Committee and shall chair alternate meetings.
- 5:03** Whenever possible Labour-Management meetings shall be scheduled during working hours. Where it is necessary to schedule a meeting outside of working hours, employees will be allowed to bank all hours in attendance on a time for time basis. Such time shall be taken by the employee prior to March 31st of that calendar year.
- 5:04** The Committee shall meet as and when required at a mutually agreeable time within ten (10) working days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed five (5) working days prior to the meeting taking place.
- 5:05** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 6 Union Security and Dues Check Off

- 6:01** 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 provision 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.
- 6:02** 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 excepted only when an employee has expressly instructed the Employer in writing that due to security concerns, personal information should not be disclosed to any third party.
- 6:03** 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.
- 6:04** 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 deduction.
- 6:05** The Employer shall include the amount of union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 6:06** 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 facility. The new employee will be directed to fill out the form and give it to the union's designated officer at the facility.

Article 7 Union Representation

- 7:01** 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 working (14) days of any change or changes in Union Representation.
- 7:02** 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.

7:03 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.

7:04 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 a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during his/her leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least five (5) days advance notice of request for such leave will be given by the employee or the Union.

7:05 Stewards and employees shall not conduct union business during their working time.

7:06 The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.

7:07 For complaints of an urgent nature, a Steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or WRHA - Pan-Am Clinic. Such permission shall not be unreasonably sought or withheld. On resuming the Steward's normal duties, the steward shall notify the steward's supervisor.

7:08 When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and the employee shall notify their supervisor(s).

7:09 A bulletin board for the use of the Union, which is accessible by all employees, will be provided by the Employer. All material posted must be submitted to the designated Administrative Officer and is subject to his/her approval. Approval shall not be unreasonably denied.

7:10 The Local Union President, or designate, shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees 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 the employees. A member of management may be present during this period.

Article 8 Respectful Workplace

8:01 It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on:

- **ancestry, including colour and perceived race**
 - **ethnic background or origin**
 - **age**
 - **nationality or national origin**
 - **political belief, association or activity**
 - **religion or creed**
 - **sex, including pregnancy**
 - **marital status or family status**
 - **sexual orientation**
 - **physical or mental disability**
 - **place of residence**
 - **membership or non-membership or activity in the union,**
- except as may be allowed under the Manitoba Human Rights Code.**

8:02 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.

The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Respectful Workplace Policy as may be amended by the Employer from time to time.

Employees are encouraged to review the Respectful Workplace Policy.

8:03 The Employer is committed to the implementation of a Harassment Policy and Procedure, identifying the policy for reporting, investigation, and resolving issues.

Article 9 Special Provision Re: Casual Employees

- 9:01** Effective the beginning of the pay period following the date of ratification, casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.
- 9:02** 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.
- 9:03** Casual employees are entitled to the shift premium(s) outlined in Article 37.
- 9:04** Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1 ½ x) their basic rate of pay.
- 9:05** Casual employees shall be entitled to compensation for overtime worked in accordance with Article 16:01 and 16:09.
- 9:06** 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 6.
- 9:07** 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.
- 9:08** Effective the date of ratification casual employees shall accumulate seniority on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 12. Such casual seniority will not take priority over full-time or part-time employee seniority.
- 9:09** The grievance and arbitration procedure herein apply only with respect to the terms of this Article.
- 9:10** **A casual employee 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 pay cheque.**
- 9:11** **A full time or part time employee who resigns and who within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.**

Article 10 Term Employees

- 10:01** A "term position" shall be for a specific time period or until completion of a particular project within a specific department, for a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

10:02 An Employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to provide a letter shall not in itself negate the employee's status as a term employee.

10:03 When the Employer determines that a term position, as described above exists, the position shall be posted and filled in accordance with Article 12. 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 the last position posted, shall be offered to part-time employees in accordance with Article 11. Upon completion of the original term position, the employees shall be returned to their former positions.

A term employee who applies for and is awarded a permanent position prior to the end of her period of term employment, shall have her service connected for seniority purposes.

A term employee who applies for and is awarded a term position prior to the end of her period of term employment, shall have her service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of the expiry of the original term position.

10:04 For situations related to Workers Compensation, and/or illness, and/or accident, or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice for return of the original incumbent to his/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.

10:05 Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Article 11 and Article 17 shall apply, wherever possible.

10:06 An employee in a term position may be required to complete the term before being considered for other term positions in bargaining unit.

10:07 Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) The Employer shall not be required to give any notice or payment in lieu of;
- (b) The Employee shall not be required to give any notice of resignation.

10:08 In case an employee on maternity or parental leave wants to exercise his/her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 30 (Parenting Leave), the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to a minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

Article 11 Special Provisions - Part-time Employees

- 11:01**
- (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 providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority within the department amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
 - (b) Should 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, he/she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
 - (c)
 - (i) 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.
 - (ii) Additional hours worked by a part-time employee shall be included in the determination of seniority.
 - (iii) Additional hours worked by a part-time employee shall be included when determining an employee’s earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 11:07.
 - (iv) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 10 (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 hours of the start of the shift, he/she shall be entitled to pay for the full shift. In such circumstances the schedule shift hours shall not be extended to equal a full shift.

11:02 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 foregoing, the following provisions shall apply.

11:03 Income Protection in Case of Illness

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

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

11:04 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 11:01 (c)(i).

11:05 Annual Vacations

(a) Entitlement to Vacation Pay

Part-time employees shall earn and accrue entitlement to vacation pay on a pro-rata basis in accordance with the following formula:

$$\frac{\text{Hours Paid at Regular Rate}}{\text{Full-time Hours}} = \text{Pro-rating factor}$$

[Example of Entitlement to Vacation Pay:

Employee A is a part-time employee, listed as .5EFT. In the previous year, A worked more than .5 of the full-time hours, and in fact worked 1410 hours. A's entitlement to vacation pay would be based on a pro-rating factor of:

$$\frac{1410}{2015} = .7 \text{ pro-rating factor}]$$

(b) Entitlement to Vacation Time

Actual entitlement to vacation time for part-time employees shall be based on years of service as provided for in Article 16:03.

Example of Entitlement to Vacation Time:

Employee A is in his/her 5th year of employment. Employee A is entitled to 20 working days per year of vacation time. For greater certainty, the term "working days" means days on which Employee A is regularly scheduled to work.]

(c) Entitlement to Receive Vacation Pay and Vacation Time

(i) Initial Selection of Vacation Time

Part-time employees shall have an initial right to indicate their preference to dates on the basis of the procedure set out at Article 16:05. During this initial procedure for vacation selection, part-time employees shall be allowed to indicate their preference up to a maximum on the basis of the prorating of their vacation time entitlement in accordance with the following formula:

$$\text{Pro-rating factor} \times \text{entitlement to vacation time} = \text{number of vacation days (working days)}$$

Example of Initial Selection:

During the initial selection procedure set out at Article 16:05, Employee A shall have the right to indicate in writing his/her preference as to the following maximum number of vacation dates:

$$.7 \times 20 = 14 \text{ working days}$$

(ii) Selecting the Balance of the Vacation Time

After the initial selection set out in sub-section (i) above has been completed, the selection of the balance of vacation time shall be at the option of the part-time employee but shall be governed by the last sentence of paragraph 1 of Article 16:05.

Example of Selecting the Balance of Vacation Time:

Employee A would have the option to select the following number of working days in order to exhaust his/her vacation time entitlement:

$$.3 \times 20 = 6 \text{ working days}$$

Alternate Example: In the event that Employee A chose to select 12 working days of vacation time in the initial selection, Employee A would have the option to later select up to 8 working days in order to exhaust his/her vacation time entitlement.]

(iii) Operational Requirements

The provisions of Article 16:05 dealing with operational requirements apply equally to the selection procedures set out in sub-sections (i) and (ii) above.

(iv) Receipt of Vacation Pay

Unless a part-time employee requests to be paid in accordance with one of the four options set out below, and to the extent that he or she still has unused vacation pay, a part-time employee

shall be paid his or her regular rate of pay for the number of hours he or she was scheduled to work on the

working day taken as vacation time. An employee may choose to request to receive vacation pay in accordance with the one of the four options:

- (a) partial pay divided equally over his/her entire vacation time entitlement; or
- (b) full pay for vacation days up to such point as his or her vacation pay is exhausted; or
- (c) a combination of (a) or (b) above; or
- (d) partial or full vacation pay as set out above for a portion of the vacation time and the balance of vacation pay in a lump sum regardless of whether the part-time employee intends to take any unused vacation time at a future date in the vacation year.

11:06 General Holidays

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

General Holiday pay earned in accordance with the above shall be considered as paid hours for the purpose of accruing seniority.

11:07 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 16.

11:08 Increments

Salary increments for part-time employees will be granted after completion of the hours dictated in Schedule "A" until the maximum of the appropriate salary schedule (scale) is attained (see attached).

11:09 Bereavement Leave

- (a) A part-time employee shall be granted up to four (4) consecutive calendar days off, one of which shall be the day of internment 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, any other relative who was residing in the same household at the time of his/her death; she/he 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) Bereavement 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 facility, or shall be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility. 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.

11:10 Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or mourner. No request shall be unreasonably denied. Additional travel time shall not be compensated as per Article 11:10 (b).

Article 12 Vacancies, Promotions and Transfers

12:01 The Employer agrees to post notices of vacant or new positions covered under this Agreement for at least seven (7) calendar days to enable employees presently in the employ of the Facility to apply for same. A copy of each position shall be given to the Local President at the time of posting. **Such postings shall be numbered, include position number where applicable, state required qualifications, current location and shift, hours of work and wage rate. A copy of each posting shall be given to the Union local President 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. The Union shall be informed in writing of the name of the successful applicant.**

12:02 The Employer may advertise externally simultaneously to the internal posting procedure.

- 12:03** The selection of employees for vacant or new positions shall be based on qualifications, ability, and prior work performance. Where qualifications, ability, and prior work performance are deemed to be relatively equal, seniority shall be the determining factor.
- 12:04** An unsuccessful applicant may inquire of the hiring manager as to why he/she was not selected for the position.
- 12:05** Notices for the position vacancies within the Pan Am Clinic shall be posted in an area readily accessible to all staff at any time of the day or night.
- 12:06** All candidates selected for an interview shall, upon request, as part of the selection process, be given a copy of the job description.
- 12:07** **All promotions and voluntary transfers to a new department / program / site, as determined by the Employer, 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 or if she wishes to revert voluntarily to her former position, during this trial period, she shall be returned to her former position at her previous increment step, with increment adjustments as may have been applicable as per Article 17:03 or 11:08 during the trial period, and without loss of seniority as per Article 13:01. 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.**

Voluntary transfers within the same department / program / site, as determined by the Employer, and within the same classification, shall not be subject to a trial period. In these circumstances, an employee who wishes to revert to her former position shall do so at the discretion of the Employer.

- 12:08** When an employee is promoted, his/her new and future salary will be determined as follows:
- (a) The new salary will be the rate of his/her new job title, which is next higher to his/her rate on her former job title.
 - (b) Subject to Article 17:03, subsequent increments, if any, shall be due upon completion of full-time yearly hours worked in the new position, as per Schedule "A" and Article 15.

When an employee is promoted to a new position while maintaining their original position in a lower classification, increment hours for the original position shall be maintained separately until the next increment is due; thereafter 17:03 shall apply.

12:09 Where an employee is demoted from a position in a higher grade to a position in a lower grade, he/she shall be placed on the same increment step of the lower graded position as that he/she attained in the higher graded position.

Should an employee who has been demoted return to her former position in the higher grade, she shall be placed in accordance with the above or on the increment step she had achieved prior to her demotion, whichever provides for the higher rate.

12:10 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.

12:11 As per the posting provisions contained in Article 12:01, within seven (7) working days the Employer will select the person for the position and will post her name in the same location where the position was previously posted, providing there are qualified applicants as per Article 13:02.

12:12 An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.

Article 13 Seniority

13:01 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 his/her name appears on the payroll.

13:02 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 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 seniority.

13:03 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 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.

13:04 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 under Article 14:06;
- (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;
- (g) Is absent for two (2) consecutive work days and does not provide the Employer with an acceptable explanation;

13:05 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 13:05 (e);
- (e) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI, or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out of scope position;
- (h) She/he is on an educational leave of absence up to two (2) years.

13:06 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 13:06 (b);
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of more

than two (2) years from the date of the first absence from work related to the injury or illness;

- (c) Is laid off for less than twenty-four (24) months;
- (d) Is on the trial period in an out of scope position;
- (e) Is on an educational leave in excess of two (2) years.

13:07 A seniority list of all employees including the total seniority hours since the last date of entry into the service of the Employer shall be prepared by the Employer at an effective date of **the end date of the last pay period of the calendar year**. This list will be posted on the employee's bulletin board no later than March 31st of each year.

13:08 The list shall be open for correction for a period of fifteen (15) working 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 fifteen (15) working days, the above seniority list, as corrected within such fifteen (15) working days, shall be considered to be the accurate seniority list and shall not be subject of further changes until the next posting.

13:09 A seniority list shall be distributed, upon written request, to the local Union Representative on a semi-annual basis.

Article 14 Layoff and Recall

14:01 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 such notice shall be forwarded to the Union.

14:02 In the event of a reduction in the workforce, employees will be laid off in reverse order of seniority within their occupational grade. 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.

14:03 No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 12:01 of the Collective Agreement.

14:04 Employees laid off in accordance with Article 14:01 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.

- 14:05** 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 change.
- 14:06** As per Article 14:05 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.
- 14:07** 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 14:06.
 - (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 13:04 (d).
- 14:08** Reduction of Hours/Deletion of an Occupied Position
- (a) In the event that an employee has his/her hours of work reduced or his/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.
 - (b) Employees whose hours of work have been reduced or whose position has been deleted, shall be entitled to exercise their seniority within the same grade, provided the employee has a satisfactory work record, possesses 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.

14:09 Notwithstanding Article 11:01, providing the employee has indicated to the Employer a desire to work additional available shifts in writing, such shifts shall be offered to an employee on layoff, 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 available shifts, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

(a) Vacation pay shall be calculated in accordance with Article 11:05 and shall be paid at the prevailing rate for the employee on each paycheque, and shall be prorated on the basis of hours paid at regular rate of pay.

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

Additional available hours

<u>Worked by the laid off employees</u>	X	Entitlement of a Full-
Full-time hours		time Employee

(c) The employee shall be paid **four point six two percent (4.62%)** of the basic rate of pay in lieu of time off on recognized General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.

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

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

14:10 Notwithstanding the provisions of Article 14:08 or any other of the provisions of Article 14, nothing contained therein shall be used for the purpose of affecting an across the board reduction of hours in the facility.

Article 15 Hours of Work

15:01 Normal hours of work shall be between 7:00 a.m. and 11:00 p.m.

15:02 Regular hours of work for all full-time non-clerical employees will be:

(a) seven and three-quarters ($7 \frac{3}{4}$) consecutive hours per day excluding meal periods and including rest periods; and

(b) thirty-eight and three-quarters ($38 \frac{3}{4}$) hours per week; and

(c) Seventy-seven and one half ($77 \frac{1}{2}$) hours bi-weekly.

- 15:03** Regular hours of work for all full-time clerical employees will be:
- (a) seven and one-half (7 ½) consecutive hours per day excluding meal periods and including rest period; and
 - (b) thirty-seven and one-half (37 ½) hours per week; and
 - (c) seventy-five hours bi-weekly.

15:04 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. The unpaid meal period away from the work station will be scheduled by the Employer and will not be less than one-half (½) hour as per Article 15:02 or 15:03.

An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

An employee who is required to remain in the work site during the meal period shall receive pay at overtime rates for the entire meal period.

- 15:05** Shift schedules for a minimum of a two (2) 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 two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.
- 15:06** Full-time employees shall be assigned every second (2nd) weekend off, weekend being defined as Saturday and Sunday. By mutual agreement employees may alternate the weekends on which they are not required to work.
- 15:07** Requests for interchanges in posted shifts shall be submitted in writing to the Employer for approval no less than seventy-two (72) hours prior to the beginning of the shift, and shall be co-signed by the employee willing to exchange shifts with the applicant. Such requests shall not result in overtime costs to the facility.
- 15:08** Except for training positions or evaluation where there is just cause the employees existing shift may be changed only by mutual agreement between the employee and the Employer.

Nothing in this Article shall prevent the Employer from designating certain positions as “floats” which can be required to work more than one shift, providing that these positions are posted as such and provided that such positions are not used to circumvent the intent of this Article which is to provide for fixed shifts whenever possible.

15:09 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/his basic rate of pay. However, when such employee works any portion of her/his scheduled shift, she/he shall receive pay for the entire shift.

15:10 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

Article 16 Overtime

16:01 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 15. Overtime shall be compensated at one and one half (1 ½ 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.

16:02 **Overtime may be accumulated to a maximum of 77.5 hrs (i.e. 10 work days), and 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 31st of any year, or will be paid out at the end of the current fiscal year.**

16:03 When overtime is required, it shall be offered to the most senior qualified volunteer employees on duty, and when there are no volunteer employees, such duty shall be assigned starting with the most junior employee in the area, on duty, that is qualified.

16:04 Full-time employees required to report back to work outside her/his 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.

16:05 An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside his/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, **subject to 16:02.**

16:06 A meal allowance of **seven dollars (\$7.00)** shall be paid to an employee when said employee works in excess of two (2) hours following her/his normal shift.

16:07 Employees working two (2) consecutive shifts will be paid at double time (2x) for the second shift.

- 16:08** A full-time employee who works on a scheduled day off shall be paid two times (2x) the employee's rate of pay for all hours worked.
- 16:09** All overtime on a General Holiday shall be paid at two and one-half (2 ½) times the employee's basic rate of pay.

Article 17 Salaries and Increments

- 17:01** Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed his/her duties in a satisfactory fashion.
- 17:02**
- (a) Salaries shall be paid bi-weekly to each employee in accordance with his grade listed in Schedule "A".
 - (b) Upon discovery of a payroll error, the employee/Employer is responsible to report such error in pay to the Employer/employee as soon as possible.**
 - (c) Errors in pay equivalent to one (1) full day (7.75 hrs) of regular pay or less made by the Employer shall be corrected on the next payday.**
 - (d) Where there is money owing to the employee in excess of one (1) day (7.75 hrs) of regular pay, the employee shall, upon request, be paid by supplemental pay or manual cheque as soon as possible within the seven (7) calendar days following the day the error was reported.**
- 17:03** Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date, **regardless of position or classification**. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave.
- 17:04** Where the Employer or designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, for a period in excess of one (1) day, he/she shall be paid at the first step of the scale for the higher paying position which exceeds his/her current rate of pay.
- 17:05** For the purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent has been replaced.

Article 18 Changes in Classification

- 18:01** In the event that the Employer establishes a new classification they shall notify the Union as soon as practical. Within thirty (30) calendar days of such notification, if there is a dispute between the Employer and the Union as to whether the new classification should be included in the bargaining unit the matter may be referred to the Manitoba Labour Board for a ruling.
- 18:02** If the Manitoba Labour Board rules that such person should be included in the bargaining unit, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for the employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary range, then either or both of them may refer the matter for Arbitration.
- 18:03** In the event that the Employer establishes or proposes to establish a new classification, or if there is substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification and providing that the new or reviewed classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 18:04** Unless the Union objects in writing within twenty (20) working days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 18:05** If the Union files written objection, as per Article 18:04, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 18:06** Failing agreement, the matter may be referred to arbitration in accordance with Article 24.
- 18:07** At any time after an employee has been in a classification for three (3) months, he/she shall have the right to request a review of his/her classification if he/she feels that the duties of the job have substantially changed from those of the classification job description. Any comparison made in reviewing the duties must be made with job descriptions for existing classifications listed in Schedule “A” of this Agreement.
- 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, he/she may then treat this request for change in classification as a grievance laid out in Article 23.
- 18:08** If at any time the Employer changes an existing job description, the employee(s) and the Union will receive the revised copy of same.

Article 19 Health and Safety

- 19:01** The parties to this agreement endorse the importance of a safe and secure environment in which employees must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues.
- 19:02** In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and provide proper safety equipment where required and install safety devices where necessary.
- 19:03** The following shall apply in regards to the functioning of the Committee:
- (a) Each party shall elect or appoint its representative(s) to a Committee freely and without interference;
 - (b) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment;
 - (c) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussion of the committee;
 - (d) The committee shall meet regularly at intervals to be determined by the committee but normally not less than once in a calendar year;
 - (e) The quorum for meetings shall consist of a minimum of four (4) people, two (2) management members and two (2) employee members;
 - (f) Each work location shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - (i) The names of all committee members and their terms of office;
 - (ii) The scheduled meeting dates of the committee;
 - (iii) The agenda for each meeting;
 - (iv) The minutes of the previous meeting;
 - (v) Informational and educational material, which have specific relevance to the safety and health of employees in that workplace.
 - (g) Minutes of all meetings are required. Minutes shall consist of matters relating to the receipt of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their

comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Health and Safety Branch, post a copy as provided in subsection (f) above and forward a copy to members of the committee.

- (h) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

Article 20 Access to Personnel Files

- 20:01** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity of examining his/her personnel file providing no part thereof is removed from the file. Upon written request the employee shall also receive an exact copy of any document forming part of his/her file. The employee has the option to have a Union Representative present.
- 20:02** There shall be one (1) personnel file maintained by the Employer for each employee.

Article 21 Performance Assessment

- 21:01** Where the facility 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 he/she has read and understands the contents. The employee may respond in writing to the assessment, which shall become part of his/her record.

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

Article 22 Disciplinary Action

- 22:01** No employee shall be disciplined or dismissed without just cause.
- 22:02** 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 he/she so desires.
- 22:03** 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.

- 22:04** Where an employee is suspended or dismissed as per 22:03 above, a copy of the written notice to the employee will be sent to the Union Representative.

Article 23 Grievance Procedure

- 23:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 23:02** 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.
- 23:03** Local Union Representatives, 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 one (1) employee, or more employees so engaged if mutually agreed upon. Such permission shall not be unreasonably withheld.
- 23:04** Step One
- Within ten (10) working days after the date when a person became aware, either orally or in writing, or the circumstance giving cause for a grievance, the grievance shall be presented in writing to the employees immediate Supervisor.
- 23:05** Step Two
- Failing settlement of the grievance within ten (10) working days after submission under Article 23:04, the Union may within the ensuing ten (10) working days, submit the grievance in writing to the Chief Operating Officer.
- 23:06** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.
- 23:07** An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.
- 23:08** Policy grievances and grievances filed as a result of dismissal, suspension or demotion shall be submitted at Step Two.

Article 24 Arbitration Procedure

- 24:01** Failing settlement of the grievance within ten (10) working days after submission under Article 23:05, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing twenty (20) working days.

- 24:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) working 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.
- 24:03** The two (2) named members of the Board shall, within ten (10) working days, name a third member of the Board who shall be Chairperson.
- 24:04** 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.
- 24:05** 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.
- 24:06** 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) working days from the time it holds its final meeting.
- 24:07** 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.
- 24:08** Clarification on Decision

Within ten (10) working 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) working days, the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

24:09 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

- 24:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 24:11** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

Article 25 Probation

- 25:01** All new full-time employees shall be on probation for **three (3)** calendar months with provision for an extension of the probationary period for a further 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 this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such Employees.
- 25:02** 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.
- 25:03** An employee shall be notified in writing of any extension of the probation period under 25:01 above prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union Representative present.

Article 26 General Holidays

- 26:01** The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional days pay at the basic rate shall be granted in lieu.

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

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

Where the holiday falls on a Saturday or Sunday, employees will be given two (2) months notice as to when the holiday will be observed.

- 26:02** An employee required to work on a general holiday will be paid at the rate of one and one half (1 ½) times his/her basic rate of pay for all hours worked up to seven and three-quarters (7 ¾) hours.
- 26:03** An employee required to work on a general holiday will be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If 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.

- 26:04** If a general holiday falls on the regular day off of an employee during his/her annual vacation, he/she shall be granted an alternate day off with basic pay at the mutual agreement 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, a days basic pay at the basic rate shall be granted in lieu.
- 26:05** 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.
- 26:06** Full-time employees shall be allowed to **maintain** 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 his/her request for time off at least **two (2)** weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible.

If banked alternative days are not scheduled prior to December 31st then the Employer has the right to schedule these days prior to March 31st.

- 26:07** Where the Employer determines that work is to be performed on a general holiday, the employee whose regular shift that falls on the general holiday shall have the option to work on that shift, provided the employee submits a written request to his/her supervisor prior to the posting of a schedule as per Article 15:05. Such request shall not be unreasonably denied.

Where more than one (1) employee is involved, the most senior employee in that classification shall be given preference.

Article 27 Vacation

- 27:01** The vacation year shall be the period from April 1st in one year to March 31st of the next year.
- 27:02** An employee who has completed less than one (1) years continuous employment as of March 31st will be granted vacation based on a percentage of regular hours worked, in the new vacation year.
- 27:03** Annual vacation shall be earned at the rate of:
- 15 working days per year commencing in 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 1st, 3rd, 10th, 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rate of earned vacation.

- 27:04** 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.
- 27:05**
- (a) The Employer will post a projected vacation entitlement list not later than February 1st.
 - (b) Employees will submit in writing their preference for vacation dates, for all or part of their vacation entitlement by March 1st of each vacation year.
 - (c) Employees will be granted preference for vacation leave based upon seniority within each department subject to operational requirements within the clinic.
 - (d) Where an employee has not submitted their full vacation entitlement by March 1st of the vacation year, any further vacation requested will be on a first come first served basis, subject to operational requirements.
 - (e) Employees in term positions, as per Article 10, will be considered to be assigned to the area they will be working in on the dates they select for their respective vacation.
- 27:06** The Employer will post an approved vacation schedule 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.
- 27:07** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 27:01.
- 27:08** In the event that an employee is hospitalized during his/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 necessary.
- 27:09** Where an employee is subpoenaed for jury duty or in receipt of Workers Compensation Benefits during his/her period of vacation, there shall be no deductions 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.
- 27:10** Vacation entitlement will be payable at the employee's regular rate of pay.

- 27:11** An employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.
- 27:12** **An employee who transfers to a different unit or department after vacation requests have been approved will have her / his vacation scheduled by the manager of the new unit in consultation with the employee within the time periods remaining during the vacation year.**

Article 28 Bereavement Leave

- 28:01** An employee shall be granted four (4) regularly scheduled **working** days leave without loss of pay and benefits, one of which shall be the day of internment 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 who was residing in the same household at the time of his/her death.
- 28:02** Bereavement leave as referenced in :01 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) kilometres from the respective facility, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility.
- 28:03** The time off referenced in :01 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.
- 28:04** Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or mourner. No request shall be unreasonably denied. Additional travel time shall not be compensated as per Article 28:02 above.

Article 29 Compassionate Care Leave

- 29:01** An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (a) An employee must 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 periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.

29:02 For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:

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

29:03 The employee must give the Employer a copy of the physician's certificate as soon as possible.

29:04 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 a parent of the employee's spouse or common-law partner;
- (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.

29:05 An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

29:06 Seniority shall accrue as per Article 13:03 (c).

29:07 Subject to the provisions of Article 33:12 an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

29:08 In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 28 or Article 11:10.

Article 30 Parenting Leave

30:01 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 15:11.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 15:11.

B. Plan B

Effective April 1, 2010 the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

- 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 30:01 (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 30:01 (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 30:01 (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, 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 not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon 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 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 at the same increment step.

Article 31 Court Leave

- 31:01** 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.
- 31:02** Employees shall be allowed 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.

Article 32 Education Leave

- 32:01** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wishes to maintain an employment relationship with the Employer.

Article 33 Income Protection

- 33:01** The provisions of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.
- 33:02** 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 **receive** his/her regular basic pay to the extent that he/she has accumulated income protection credits.
 - (a) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be changeable against the employees

- 33:06** Income protection credits will accumulate on the same basis as seniority is accrued under Article 13.
- 33:07** During the probationary period, as per Article 25:01, 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.
- 33:08** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 33:09** If an employee is to be absent for illness for a period exceeding his/her income protection, he/she must request, or cause someone on his/her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of his/her last paid day of income protection.

In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months. The employee will be responsible to notify the department every month to update the Employer regarding his/her medical status as well as his/her expected date of return.

33:10 Income Protection and Workers Compensation

- (A) (i) An employee who becomes injured or ill in the course of performing his/her duties, must report such injury or illness as soon as possible to his/her immediate supervisor.
- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02 (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 33:02 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, disability and rehabilitation 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, he/she must advise his/her supervisor as soon as possible and he/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 17:02 (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 33:02 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) It is agreed that the following will be implemented on a trial basis during the life of this Collective Agreement: 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.

33:11 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 33:02. 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 33:02, or for use in the event of family illness as specified in Article 33:12.

The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (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.

- 33:12** Subject to the provisions of 33:11, an employee may use up to five (5) days income protection in any one (1) calendar year for the illness of a spouse, child or parent.

Article 34 Retirement Bonus

- 34:01** Employees retiring in accordance with the following:

- (a) Retire at age sixty-five (65) years; or
- (b) Retire after age sixty-five (65) years; or
- (c) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
- (d) Employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80);

Shall be granted retirement bonus on the basis of four (4) days per year of employment.

- 34:02** Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.

- 34:03** Employees retiring in accordance with the conditions of Article 34:01 shall be granted retirement bonus as specified on the following basis. Calculations will be based on the following formula:

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

- 34:04** 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.

- 34:05** 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.

- 34:06** 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.
- 34:07** **Effective April 1, 2008, where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to her/his estate.**

Article 35 Contracting Out

- 35:01** The Employer will give all reasonable considerations to continued employment of employees who would otherwise become redundant because work is contracted out.
- 35:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The Employer will provide the Union with one hundred and twenty (120) days notice; and
 - (b) During the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities.

Article 36 Standby

- 36:01** An employee who is designated in writing by the Employer to be on standby shall be entitled to payment of one (1) hour basic pay for each eight (8) hour period or a pro-rata payment for any portion thereof.

Effective April 1, 2010

An employee who is designated in writing by the Employer to be on standby shall be entitled for payment of two (2) hours basic pay for each (8) hour period or a pro rata payment for any portion thereof.

- 36:02** Standby allowance shall not be paid during any time during which an employee is actually called back to work.
- 36:03** An employee on standby who is called back to work shall be compensated in accordance with Article 16:04.

Article 37 Shift Premium

37:01 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 are worked after 1600 hours.

37:02 Shift premium and weekend premium will not be payable while an employee is off duty for any reason.

37:03 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 38 Transportation Allowance

38:01 Transportation

- (a) An employee required to return to the facility on a callback as referenced in Article 16:04 shall be reimbursed by the Employer **in accordance with the Province of Manitoba mileage rates.**
- (b) Employees who are required to use their own personal vehicle for facility business which has been pre-authorized by the Employer shall be reimbursed by the Employer **in accordance with the Province of Manitoba mileage rates** for all mileage thus accrued.
- (c) **Employees required to attend meetings outside the facility shall be reimbursed applicable transportation and mileage rates as outlined above.**

Article 39 Uniforms and Protective Clothing

39:01 (a) Employees whose job duties require that they wear a uniform shall be provided with uniforms and laundering of the uniforms.

(b) Uniforms shall not be worn off the premises of the clinic, except when specifically permitted to do so by the Employer.

39:02 Employees who are required, by Clinic policy to wear a uniform shall be provided one (1) uniform at the initial date of hire.

Upon completion of their probationary period, full-time employees will be provided with two (2) additional uniforms and part-time employees will be provided with one (1) additional uniform.

The receipts for purchased uniforms must be submitted for reimbursement and will be reimbursed up to a maximum of \$50 per uniform.

- 39:03** Effective January 1, 2009, where employees are required by the Employer to wear CSA approved safety boots at all times when on duty, the Employer agrees to reimburse said full-time and part-time employees up to two hundred dollars (\$200.00) every twenty-four (24) months for the purchase of CSA approved safety boots. Satisfactory proof of purchase must be provided to the Employer by the employee for reimbursement.

Probationary employees will be eligible for reimbursement upon the successful completion of their probation.

Article 40 Loss or Damage to Personal Effects

- 40:01** In recognition of the fact that during the performance of their duties staff may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Regional Health Authority policy.

Article 41 Technological Change

- 41:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of health care services provided to the public.
- 41:02** For purposes of this Article, technological change means the introduction of equipment or material into the Employers' operations which is likely to affect the security of employment of permanent employees.
- 41:03** The Employer agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 41:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with one hundred and twenty (120) days' notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;

- (c) Where retraining is to be provided, it shall be provided during the employee's normal working hours where possible;
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

41:05 The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 42 Resignations

42:01 An employee may terminate her employment with the Facility by giving **the following written notice:**

- (a) **one (1) week before the date of termination, if the employee's service is less than one (1) year or:**
- (b) **two (2) weeks before the date of termination, if the employee's service is one (1) year or more.**

42:02 Employment may be terminated by the Employer with written notice provided as follows:

Period of Employment	Notice Period
Less than one (1) year	one (1) week
At least one (1) year and less than three (3) years	two (2) weeks
At least three (3) years and less than five (5) years	four (4) weeks
At least five (5) years and less than ten (10) years	six (6) weeks
At least ten (10) years	eight (8) weeks

Employment may be terminated with lesser 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.

- 42:03** The Employer may deduct from an employee's terminal pay an amount equal to his/her basic pay for the period which he/she gives inadequate notice of termination.
- 42:04** The Employer will make available, within **ten (10)** calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.
- 42:05** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date.
- 42:06** An employee may, with the approval of the Employer withdraw the notice of resignation within two (2) working days of the Employer receiving the resignation.

Article 43 Storm/Disaster Pay

- 43:01** 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 in lieu of overtime, banked statutory holiday or vacation time.

Article 44 Benefits

- 44:01** (a) All employees may participate in the jointly trusted Health Employees Pension Plan (HEPP) and the Health Employees Benefit Plan (HEBP) in accordance with the provisions of these plans.
- (b) It is acknowledged by the parties that the benefits contained in the HEPP and HEBP Plans may be modified by the Board of Trustees of the Plans.
- 44:02** 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.
- 44:03** Disability and Rehabilitation
- (a) The Disability and Rehabilitation Plan with benefit levels as determined by the HEBP Committee, shall continue to be implemented for all eligible employees.
- (b) The Employer will contribute to a maximum of two percent-point three (2.3%) of base salary to fund the Provincial Long Term Disability Plan.

- (c) The Employer agrees to fund its share of costs on an administrative service basis as required and in addition, the Employer will provide a net reserve to cover future benefits for employees on the disability plan.
- (d) The parties agree that Income Protection will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.
- (e) It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) days.

44:04 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 45 Overpayments

45:01 **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 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 employee.**

45:02 **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.**

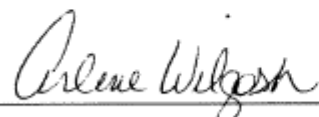
Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic


and

Manitoba Government and General Employees' Union


Re: Uniforms

The Employer and the Union agree that within six (6) months of signing of the Collective Agreement the Labour Management Committee will meet to discuss the viability of bulk uniform purchases through the clinic, and if viable reach agreement on the implementation of such a plan.

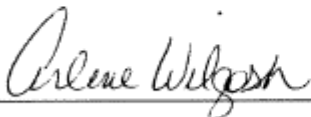
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On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

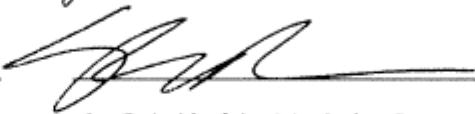
Re: Deferred Salary Leave Plan

The Employer and the Union agree that within six (6) months of the signing of the Collective Agreement the Labour Management Committee will meet to discuss the viability of such a plan and if viable reach agreement on the implementation of such a plan.


Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union


Re: Vacation Entitlement - Summer Season

The parties agree to review the process of vacation allotment during the prime summer season (i.e. Nine (9) week period encompassing July and August in each year). If and when the need arises this review can be initiated by either party.

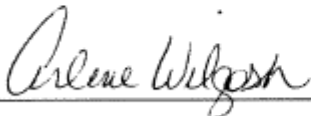
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On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
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On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
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Memorandum of Understanding

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Winnipeg Regional Health Authority

Pan Am Clinic

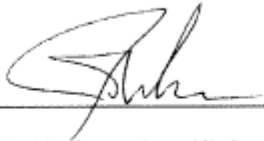
and

Manitoba Government and General Employees' Union

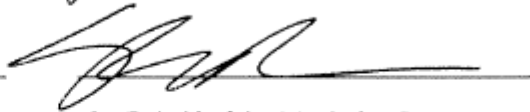
Re: Vacation Entitlement - Accrual

It is agreed that any employee who currently accrues vacation at a rate above their entitlement in Article 27 (vacation) will continue to accrue vacation at their current rate. At such time that they have the seniority required to accrue their current vacation entitlement as per the Collective Agreement, the provisions of Article 27 shall be applicable.


Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



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On Behalf of the Manitoba Government
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Memorandum of Understanding

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Pan Am Clinic

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Manitoba Government and General Employees' Union

Re: Shift Schedules

This Memorandum is applicable to the following employees (the "employee[s]"):


Jayne Paskewitz	Nada Peric
Nicole Hibbard	Susanne McDowell
Dawn Turko	Jeanette Anderson
Michael Delarosa	Jackie Brown
Corrine McEwan	Kim Davidson
Valerie Peterson	

The parties agree that the following shall apply to the employees on staff on October 1, 2003:

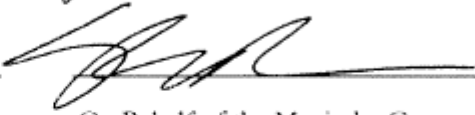
- (i) The parties agree that the employees (listed above) shall not be required to work weekends or evenings from the date of ratification of this collective agreement to September 30, 2008, unless the employee(s) applies for and secures another position with the Employer.
- (ii) Employee(s) shall be required to work evenings and weekends from the date the employee secures another position with the Employer.
- (iii) Employees may be scheduled to work until 8 PM on weekdays (Monday to Friday) or weekends by mutual agreement between the Employer, the employee and the Union.

Valerie Peterson and/or Susanne McDowell may be scheduled to work weekdays (Monday to Friday) by the Employer. Weekends may be scheduled by mutual agreement between the Employer, the employee, and the Union.

Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding
between
Winnipeg Regional Health Authority
Pan Am Clinic
and
Manitoba Government and General Employees' Union

Re: Working Short

The parties agree that staffing levels affect care for patients/residents, and employees working conditions. The parties therefore agree:

- (a) The Employer is responsible to review and determine staffing requirements.
- (b) The Employer shall strive to maintain base staffing levels in the units wherever reasonable and practicable.
- (c) In the event that the Employer determines that a vacant shift will not or cannot be filled, the Department Head/Supervisor/Charge Nurses shall, in consultation with the staff:
 - (i) Evaluate and reorganize the workload;
 - (ii) Provide direction to staff as to which activities take priority, and where appropriate, functions that they will not be able to complete.

The issue of workload concerns / working short will be a standing agenda item under the Joint Committee established under Article 5-01. Topics of discussion may include:

- (a) Review and discuss staffing levels/workload issues such as
 - sick replacement processes
 - recruiting
 - current vacancies
 - workload distribution
 - shift duration
 - other


- (b) Establish a mechanism for monitoring staffing levels/workload issues, including the development of jointly approved working short and overtime forms (examples to be tabled).
- (c) Review and make recommendations to facility management regarding the above.

The Committee will meet within thirty (30) days following ratification of the Collective Agreement and shall jointly determine the frequency of meetings.

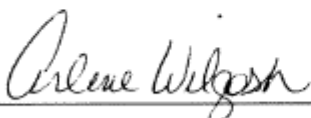
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On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

Re: General Wage Standardization Fund

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

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

Phase I

- April 1, 2003 \$ 607,799 (includes 0.60% standardization increase for all - compounded)
- April 1, 2004 \$ 325,990
- April 1, 2005 \$ 325,990

Phase II

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

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

Principles:

- (i) Distribution of General Wage Standardization Fund;

Phase I

Salaries are to be increased in accordance with the following:

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

April 1, 2003 - 6.00%

April 1, 2004 - 5.93%

April 1, 2005 - 5.93%

Phase II

Salaries are to be increased in accordance with the following:

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

April 1, 2006 - 36.87%

April 1, 2007 - 36.87%

March 31, 2008 - 18.94%

March 31, 2009 - 7.32% The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support Collective Agreements, is to complete wage standardization across the Support Sector by March 31, 2009.

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

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

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

- (1) Apply percentage referenced above to total differential.
- (2) Multiply result of 1 above times number of paid hours in the 12 month period.
- (3) Number of paid regular hours (Excludes overtime only), in calculating a lump sum payment in lieu of calculating specific individual retroactive payments, may be used by utilizing the employee's classification on implementation date.

Example: Percentage = 6.00%

Total Differential = \$2.60

Paid Regular Hours = 1000

Calculation = 6.00% x \$2.60 x 1000 = \$156.00

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable

employer pension plan. Retired employees must apply in writing for retroactivity.

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

Start Step 1 Step 2 Step 3 Step 4 Step 5

Exclusions: Health Care Aide - Non-certified

Handi-van Driver

Trades classifications

Professional/Technical classifications

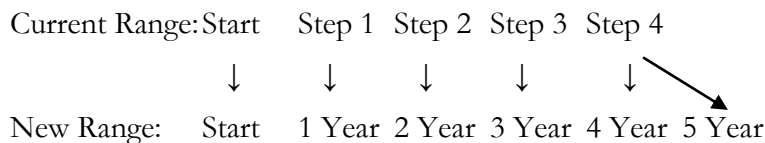
‘One of a kind’ classifications (not eligible for a standardization increase)

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

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

- (a) Placement onto newly established scale at nearest step affording an increase.
- (b) Cannot result in placement on standard scale at a lower step than current step on scale.
- (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized
- (d) through placement. Illustration of step placement provided in Example 1.
- (e) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at step 6 of the newly established scale. Illustration of step placement provided Example 4.

Example 1



An employee currently on Step 4 will be placed on the 5 Year step if the employee has been paid at least the normal full-time hours while on Step 4. Normal full-time hours as defined within this Memorandum of Agreement are the hours normally worked by a full-

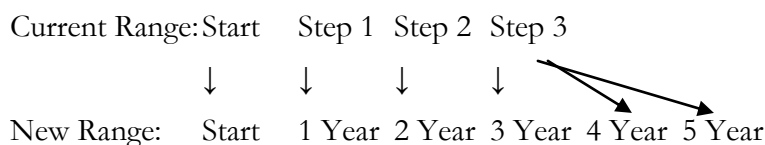
time employee in their given classification (e.g. 1950 hours, 2015 hours or 2080 hours).

Assume the normal full-time hours are 2015 hours.

If the employee currently on Step 4 has been paid 2015 hours or more while on Step 4, the employee will be placed on the 5 Year step.

Employees placed on the 4 Year step on the new salary range will move to the 5 Year step once the employee has been paid the normal full-time hours since receiving the last increment.

Example 2

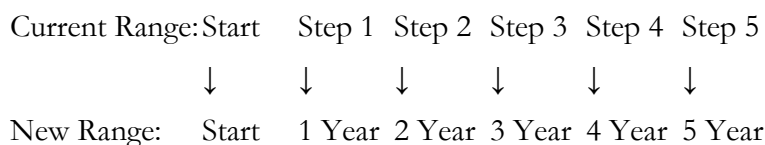


Assume the normal full-time hours are 2015 hours.

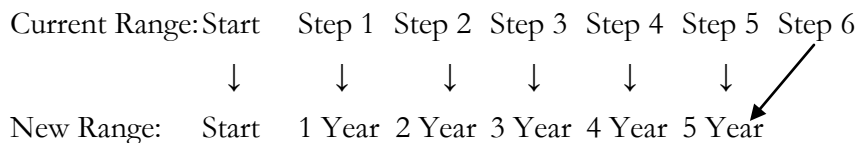
If the employee currently on Step 3 has been paid 2015 hours but less than 4030 hours while on Step 3, the employee will be placed on the 4 Year step.

If the employee currently on Step 3 has been paid 4030 hours or more while on Step 3, the employee will be placed on the 5 Year step.

Example 3



Example 4



Applicable to the following Regions/Facilities:

North Eastman Health

South Eastman Health

Dr. Gendreau Personal Care Home

Swan River Personal Care Home

Villa Youville

Incumbents will be placed on the new six (6) step wage scale on the basis of their respective seniority as defined in Article 8:01 of their collective agreement.

Note: If placement on a new salary range results in an employee being placed at a lower hourly rate, the employee will be placed at the first step on the salary range that provides an increase in the hourly rate.

Example

Incumbent Seniority	0	2015	4030	6045	8060	10,075
Step Placement	Start	Step 1	Step 2	Step 3	Step 4	Step 5

(vi) Present Incumbent Only (PIO)

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

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

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

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

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

- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
- (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.

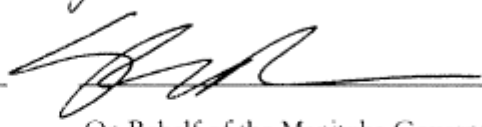
- (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- (viii) Each bargaining unit will meet with their respective employer for the purpose of establishing or reviewing changes to the salary ranges or grouping of one-of-a-kind classifications. The cost of placing employees on new salary ranges will be charged to the wage standardization fund.
- (ix) wording to be inserted within collective agreement providing for granting of increments upon completion of equivalent full-time hours.
- (x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

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

Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

Re: Emergencies


In any emergency declared by the Facility or disaster declared by EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in the Collective Agreement.

Compensation for unusual working conditions related to such emergency or disaster will be provided in accordance with the Collective Agreement.

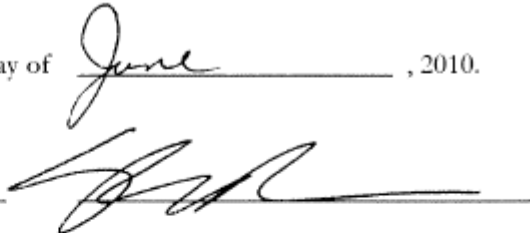
Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

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.

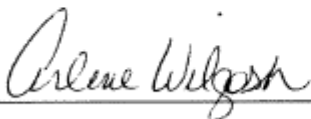
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On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding*between***Winnipeg Regional Health Authority****Pan Am Clinic***and***Manitoba Government and General Employees' Union****Re: Provincial Facility Support Sector Advisory Committee**

The parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of 6 Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist.
- To identify training requirements in order to address current or anticipated shortages.
- To recommend strategies to facilitate the availability and accessibility of training programs.
- To consider other systemic staffing issues that may be raised by Committee members.
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

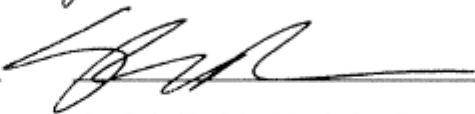
The committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the collective agreement and will be extended if agreed to between the parties.

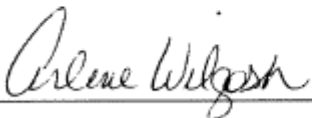
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On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Intent

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

Re: Maintenance of Wage Standardization


WHEREAS Healthcare Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter "the parties") have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;


AND WHEREAS the parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee's or group of employees job content may result in a request for review of the wage scale;

THEREFORE the parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support collective agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

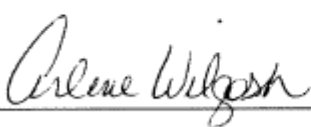
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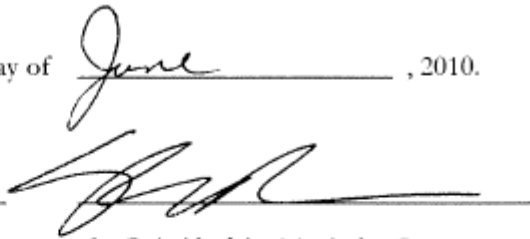
Re: Pension or Benefit Plan Improvements

During the term of the 2008 to 2012 collective agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

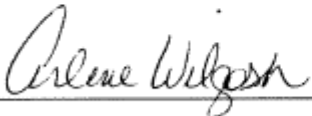
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Re: Retroactive Pay

Retroactive pay will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing.


Retroactive pay will be processed as soon as possible following ratification of the settlement by both parties and the provision of the approved wage scales to the Employer. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Wherever possible retroactive pay will be made by separate cheque.

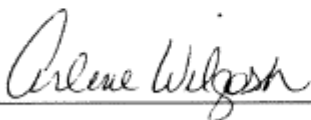
Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

Re: Wage Adjustment – Operating Room Technician

For the purpose of ensuring the salary scales of the Operating Room Technician classification as represented by MGEU maintain an appropriate relationship to salary scales of the same classifications as represented by MNU, application of current and future wage adjustment will be as follows:

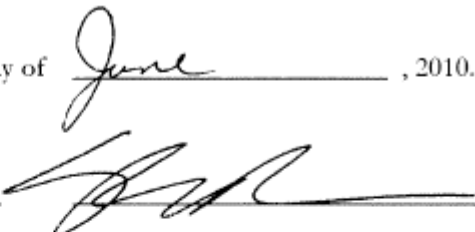
1. Effective October 1, 2007 and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the MNU HSC central table collective agreement.
2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.
3. Affected classifications:

MGEU Classification Title	MNU Comparable Classification
Operating Room Technician	O.R.T. II

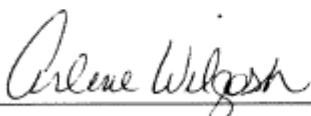
Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

Winnipeg Regional Health Authority

Pan Am Clinic

and

Manitoba Government and General Employees' Union

Re: Long Service Recognition-Vacation

Effective April 1, 2010

In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment.

The additional five (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.

Employees whose anniversary date falls in the period April 1, 2009 to March 31, 2010 will be entitled to receive this benefit in the 2010 calendar year.

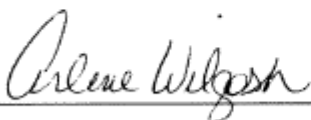
Signed this 11 day of June, 2010.



On Behalf of Pan Am Clinic



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Pan Am Clinic

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

The Employers

Represented by the Labour Relations Secretariat

and

Manitoba Government and General Employees' Union

Re: Interest Arbitration

Whereas the parties have agreed through collective bargaining to a collective agreement for the period April 1, 2008 to March 31, 2012 on all matters except for Article 16 and portions of Article 20;

And Whereas the parties are not in agreement concerning the interpretation and application of Article 16 (Annual Vacation) as Article 16 pertains to part-time employees and certain provisions in Article 20 (Special Provisions Re: Part-time Employees) dealing with vacation entitlement for part-time employees;

And Whereas, relatedly, the provision regarding of the "long service bonus week of vacation" remains unresolved;

And Whereas it is necessary to conclude a Collective Agreement;

The parties have agreed as follows:

- 1) An interest arbitration will be convened.
- 2) The Arbitrator will be Michael Werier.
- 3) The parties will present their respective submissions to the arbitrator through a single spokesperson. In order to expedite the process, it is the intent of the parties to limit the calling of witnesses to the greatest extent possible.
- 4) All outstanding grievances pertaining to vacation filed to date by the Union shall be withdrawn.
- 5) The long-service bonus week of vacation shall form part of the Collective Agreement effective the commencement of the vacation year subsequent to receipt of the Arbitrator's Award. (effective April 1, 2010)

- 6) **The collective agreement language determined by the arbitrator shall apply effective the commencement of the vacation year subsequent to receipt of the Arbitrator's Award. The Award shall be applicable to the collective agreements listed in the attached Schedule 1.**
- 7) **The fees and expenses of the Arbitrator shall be shared equally by the parties.**
- 8) **Upon the signing of this Memorandum, the Union shall schedule ratification dates forthwith and agrees to recommend for ratification the tentative agreement which shall consist of all matters previously agreed to between the parties during the course of collective bargaining, the content of this Memorandum, and the Arbitrator's Award upon its issuance.**

Signed this 8th day of May, 2009.

Darcy Strutinsky
On Behalf of the Labour Relations
Secretariat
Union

Peter Olfert
On Behalf of the Manitoba
Government and General Employees'

Teri Kindrat
On Behalf of the Labour Relations
Secretariat

Sheila Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

- 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.

Appendix "A"- Pay Scales

FACILITY SUPPORT CLASSIFICATIONS

Effective April 1, 2008 - Rates include 2.9% Increase

Std Grp	Standard Classification	Site Position Title	Annual Hours							
				Start	Step 1	Step 2	Step 3	Step 4	Step 5	
6	Shipping / Receiving	Shipper / Receiver	2015	Hourly	16.354	16.844	17.350	17.870	18.406	18.958
				Monthly	2,746.05	2,828.43	2,913.29	3,000.69	3,090.71	3,183.43
				Annual	32,952.64	33,941.22	34,959.45	36,008.24	37,088.48	38,201.14
8	CPS Technician III / OR Attendant	Sterile Processing Technician	2015	Hourly	17.213	17.729	18.261	18.809	19.373	19.955
				Monthly	2,890.34	2,977.05	3,066.37	3,158.36	3,253.11	3,350.70
				Annual	34,684.12	35,724.64	36,796.38	37,900.27	39,037.28	40,208.40
35	Linen / Laundry Attendant	Laundry / Waste Disposal	2015	Hourly	13.029	13.420	13.823	14.237	14.664	15.104
				Monthly	2,187.79	2,253.43	2,321.03	2,390.66	2,462.38	2,536.25
				Annual	26,253.52	27,041.12	27,852.36	28,687.93	29,548.57	30,435.02
42	Health Care Aide (Certified / Trained)	Health Care Aide	2015	Hourly	15.486	15.951	16.429	16.922	17.430	17.953
				Monthly	2,600.40	2,678.41	2,758.77	2,841.53	2,926.78	3,014.58
				Annual	31,204.83	32,140.97	33,105.20	34,098.36	35,121.31	36,174.95
75	Slating Clerk	Slating Clerk	1950	Hourly	16.235	16.722	17.224	17.741	18.273	18.821
				Monthly	2,638.25	2,717.40	2,798.92	2,882.89	2,969.37	3,058.45
				Annual	31,658.99	32,608.76	33,587.02	34,594.63	35,632.47	36,701.44
76	Secretary	WCB Program Coordinator / Clerk	1950	Hourly	15.847	16.323	16.813	17.317	17.836	18.371
				Monthly	2,575.20	2,652.46	2,732.03	2,814.00	2,898.42	2,985.37
				Annual	30,902.45	31,829.52	32,784.41	33,767.94	34,780.98	35,824.41
79	Ward Clerk	Unit Clerk - Surgery	1950	Hourly	15.496	15.961	16.440	16.933	17.441	17.964
				Monthly	2,518.14	2,593.68	2,671.50	2,751.64	2,834.19	2,919.22
				Annual	30,217.69	31,124.22	32,057.94	33,019.68	34,010.27	35,030.58
104A	Senior Switchboard Operator	Transcriptionist / Receptionist	1950	Hourly	15.848	16.323	16.813	17.317	17.837	18.372
				Monthly	2,575.24	2,652.49	2,732.09	2,814.02	2,898.46	2,985.41
				Annual	30,902.88	31,829.90	32,785.02	33,768.23	34,781.54	35,824.94
104	Clerk III	Billing Clerk	1950	Hourly	15.360	15.820	16.295	16.784	17.287	17.806
				Monthly	2,495.94	2,570.82	2,647.94	2,727.38	2,809.20	2,893.48
				Annual	29,951.25	30,849.79	31,775.28	32,728.54	33,710.40	34,721.71
104	Clerk III	Records Management Clerk	1950	Hourly	14.934	15.382	15.843	16.319	16.808	17.312
				Monthly	2,426.76	2,499.56	2,574.55	2,651.78	2,731.34	2,813.28
				Annual	29,121.11	29,994.74	30,894.58	31,821.42	32,776.06	33,759.34

Appendix "A"

FACILITY SUPPORT CLASSIFICATIONS

Effective April 1, 2009 - Rates include 2.9% Increase (and final standardization adjustment for all eligible classifications)

Std Grp	Standard Classification	Site Position Title	Annual Hours	Annual						
				Start	Step 1	Step 2	Step 3	Step 4	Step 5	
6	Shipping / Receiving	Shipper / Receiver	2015	Hourly	16.828	17.333	17.853	18.388	18.940	19.508
				Monthly	2,825.69	2,910.46	2,997.77	3,087.71	3,180.34	3,275.75
				Annual	33,908.26	34,925.51	35,973.28	37,052.48	38,164.05	39,308.97
8	CPS Technician III / OR Attendant	Sterile Processing Technician	2015	Hourly	16.828	17.333	17.853	18.388	18.940	19.508
				Monthly	2,825.69	2,910.46	2,997.77	3,087.71	3,180.34	3,275.75
				Annual	33,908.26	34,925.51	35,973.28	37,052.48	38,164.05	39,308.97
35	Linen / Laundry Attendant	Laundry / Waste Disposal	2015	Hourly	13.674	14.085	14.507	14.942	15.391	15.852
				Monthly	2,296.17	2,365.06	2,436.01	2,509.09	2,584.36	2,661.90
				Annual	27,554.10	28,380.72	29,232.14	30,109.11	31,012.38	31,942.75
42	Health Care Aide (Certified / Trained)	Health Care Aide	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
				Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
				Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
75	Slating Clerk	Slating Clerk	1950	Hourly	16.828	17.333	17.853	18.388	18.940	19.508
				Monthly	2,734.54	2,816.57	2,901.07	2,988.10	3,077.75	3,170.08
				Annual	32,814.45	33,798.88	34,812.85	35,857.23	36,932.95	38,040.94
76	Secretary	WCB Program Coordinator / Clerk	1950	Hourly	16.499	16.994	17.504	18.029	18.570	19.127
				Monthly	2,681.15	2,761.59	2,844.43	2,929.77	3,017.66	3,108.19
				Annual	32,173.82	33,139.04	34,133.21	35,157.21	36,211.92	37,298.28
79	Ward Clerk	Unit Clerk - Surgery	1950	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
				Monthly	2,615.72	2,694.19	2,775.01	2,858.26	2,944.01	3,032.33
				Annual	31,388.61	32,330.27	33,300.17	34,299.18	35,328.15	36,388.00
104A	Senior Switchboard Operator	Transcriptionist / Receptionist	1950	Hourly	16.305	16.794	17.298	17.817	18.351	18.902
				Monthly	2,649.52	2,729.01	2,810.88	2,895.20	2,982.06	3,071.52
				Annual	31,794.27	32,748.10	33,730.54	34,742.46	35,784.73	36,858.27
104	Clerk III	Billing Clerk	1950	Hourly	15.834	16.309	16.798	17.302	17.821	18.356
				Monthly	2,573.04	2,650.23	2,729.74	2,811.63	2,895.98	2,982.86
		Records Management Clerk		Annual	30,876.51	31,802.80	32,756.89	33,739.60	34,751.78	35,794.34

Appendix "A"

NURSING CLASSIFICATIONS
Effective October 1, 2009 - Rates to be Determined

Std Grp	Standard Classification	Site Position Title	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		Operating Room Technician	2015		Hourly					
					Monthly					
					Annual					
										To be determined

Appendix "A"

FACILITY SUPPORT CLASSIFICATIONS

Effective April 1, 2010 - Rates include 2.9% Increase

Std Grp	Standard Classification	Site Position Title	Annual Hours	Annual						
				Start	Step 1	Step 2	Step 3	Step 4	Step 5	
6	Shipping / Receiving	Shipper / Receiver	2015	Hourly	17.316	17.835	18.370	18.922	19.489	20.074
				Monthly	2,907.63	2,994.86	3,084.71	3,177.25	3,272.57	3,370.74
				Annual	34,891.60	35,938.35	37,016.50	38,127.00	39,270.81	40,448.93
7	Supply Attendant	Supply Attendant	2015	Hourly	15.006	15.456	15.920	16.397	16.889	17.396
				Monthly	2,519.71	2,595.30	2,673.16	2,753.36	2,835.96	2,921.04
				Annual	30,236.54	31,143.64	32,077.95	33,040.29	34,031.50	35,052.44
8	CPS Technician III / OR Attendant	Sterile Processing Technician	2015	Hourly	17.316	17.835	18.370	18.922	19.489	20.074
				Monthly	2,907.63	2,994.86	3,084.71	3,177.25	3,272.57	3,370.74
				Annual	34,891.60	35,938.35	37,016.50	38,127.00	39,270.81	40,448.93
35	Linen / Laundry Attendant	Laundry / Waste Disposal	2015	Hourly	14.071	14.493	14.928	15.376	15.837	16.312
				Monthly	2,362.76	2,433.65	2,506.66	2,581.86	2,659.31	2,739.09
				Annual	28,353.17	29,203.76	30,079.87	30,982.27	31,911.74	32,869.09
42	Health Care Aide (Certified / Trained)	Health Care Aide	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
				Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
				Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
75	Slating Clerk	Slating Clerk	1950	Hourly	17.316	17.835	18.370	18.922	19.489	20.074
				Monthly	2,813.84	2,898.25	2,985.20	3,074.76	3,167.00	3,262.01
				Annual	33,766.07	34,779.05	35,822.42	36,897.09	38,004.01	39,144.13
76	Secretary	WCB Program Coordinator / Clerk	1950	Hourly	16.978	17.487	18.012	18.552	19.109	19.682
				Monthly	2,758.91	2,841.67	2,926.92	3,014.73	3,105.17	3,198.33
				Annual	33,106.87	34,100.07	35,123.07	36,176.77	37,262.07	38,379.93
79	Ward Clerk	Unit Clerk - Surgery	1950	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
				Monthly	2,691.57	2,772.32	2,855.49	2,941.15	3,029.39	3,120.27
				Annual	32,298.88	33,267.84	34,265.88	35,293.85	36,352.67	37,443.25
104A	Senior Switchboard Operator	Transcriptionist / Receptionist	1950	Hourly	16.778	17.281	17.799	18.333	18.883	19.450
				Monthly	2,726.36	2,808.15	2,892.39	2,979.17	3,068.54	3,160.60
				Annual	32,716.30	33,697.79	34,708.73	35,749.99	36,822.49	37,927.16
104	Clerk III	Billing Clerk Records Management Clerk	1950	Hourly	16.293	16.782	17.286	17.804	18.338	18.888
				Monthly	2,647.66	2,727.09	2,808.90	2,893.17	2,979.97	3,069.36
				Annual	31,771.93	32,725.09	33,706.84	34,718.04	35,759.58	36,832.37

Appendix "A"

NURSING CLASSIFICATIONS
Effective October 1, 2010 - Rates to be Determined

Std Grp	Standard Classification	Site Position Title	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		Operating Room Technician	2015		Hourly					
					Monthly					
					Annual					
										To be determined

Appendix "A"

FACILITY SUPPORT CLASSIFICATIONS

Effective April 1, 2011 - Rates include 2.9% Increase

Std Grp	Standard Classification	Site Position Title	Annual Hours	Annual						
				Start	Step 1	Step 2	Step 3	Step 4	Step 5	
6	Shipping / Receiving	Shipper / Receiver	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
				Monthly	2,991.96	3,081.71	3,174.17	3,269.39	3,367.47	3,468.50
				Annual	35,903.46	36,980.56	38,089.98	39,232.68	40,409.66	41,621.95
7	Supply Attendant	Supply Attendant	2015	Hourly	15.441	15.904	16.381	16.873	17.379	17.900
				Monthly	2,592.78	2,670.57	2,750.68	2,833.20	2,918.20	3,005.75
				Annual	31,113.40	32,046.80	33,008.21	33,998.46	35,018.41	36,068.96
8	CPS Technician III / OR Attendant	Sterile Processing Technician	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
				Monthly	2,991.96	3,081.71	3,174.17	3,269.39	3,367.47	3,468.50
				Annual	35,903.46	36,980.56	38,089.98	39,232.68	40,409.66	41,621.95
35	Linen / Laundry Attendant	Laundry / Waste Disposal	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
				Monthly	2,431.28	2,504.22	2,579.35	2,656.73	2,736.43	2,818.52
				Annual	29,175.41	30,050.67	30,952.19	31,880.75	32,837.18	33,822.29
42	Health Care Aide (Certified / Trained)	Health Care Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
				Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
				Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
75	Slating Clerk	Slating Clerk	1950	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
				Monthly	2,895.44	2,982.30	3,071.77	3,163.93	3,258.84	3,356.61
				Annual	34,745.28	35,787.64	36,861.27	37,967.11	39,106.12	40,279.31
76	Secretary	WCB Program Coordinator / Clerk	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
				Monthly	2,838.91	2,924.08	3,011.80	3,102.16	3,195.22	3,291.08
				Annual	34,066.96	35,088.97	36,141.64	37,225.89	38,342.67	39,492.95
79	Ward Clerk	Unit Clerk - Surgery	1950	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
				Monthly	2,769.63	2,852.72	2,938.30	3,026.45	3,117.24	3,210.76
				Annual	33,235.54	34,232.61	35,259.59	36,317.38	37,406.90	38,529.11
104A	Senior Switchboard Operator	Transcriptionist / Receptionist	1950	Hourly	17.264	17.782	18.316	18.865	19.431	20.014
				Monthly	2,805.42	2,889.59	2,976.27	3,065.56	3,157.53	3,252.25
				Annual	33,665.08	34,675.03	35,715.28	36,786.74	37,890.34	39,027.05
104	Clerk III	Billing Clerk Records Management Clerk	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
				Monthly	2,724.44	2,806.18	2,890.36	2,977.07	3,066.38	3,158.38
				Annual	32,693.31	33,674.11	34,684.34	35,724.87	36,796.61	37,900.51

Appendix "A"

NURSING CLASSIFICATIONS
Effective October 1, 2011 - Rates to be Determined

Std Grp	Standard Classification	Site Position Title	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		Operating Room Technician	2015		Hourly					
					Monthly					
					Annual					
										To be determined