

# **Collective Agreement**

between

**Project Neecheewam Inc.**

and

**Manitoba Government and General Employees' Union**

**April 1, 2008 - March 31, 2009**

**Table of Contents**

Purpose .....1

Article 1 Definitions .....1

Article 2 Application of Agreement.....2

Article 3 Recognition .....2

Article 4 Duration of Agreement/Renewal .....3

Article 5 Management Rights .....4

Article 6 Union Security.....4

Article 7 Union Business.....4

Article 8 Probationary Period.....6

Article 9 No Discrimination .....6

Article 10 Disciplinary Action .....7

Article 11 Performance Appraisal/Personnel File .....7

Article 12 Layoff and Recall .....8

Article 13 Medical Fitness .....9

Article 14 Continuation of Acquired Right .....9

Article 15 Recruitment and Promotion .....9

Article 16 Civil Liability .....10

Article 17 Workplace Safety and Health .....10

Article 18 Grievance Procedure .....11

Article 19 Arbitration .....12

Article 20 Pay and Merit Increases .....13

Article 21 Hours of Work.....14

Article 22 Overtime .....15

Article 23 Expenses.....16

Article 24 Holidays.....16

Article 25 Vacation.....17

Article 26 Sick Leave .....19

Article 27 Bereavement Leave .....21

Article 28 Court Leave .....23

Article 29 Maternity Leave .....23

Article 30 Parental Leave .....24

Article 31 Dental Plan .....26

Article 32 Educational Leave .....26

Article 33 Temporary Appointment .....26

Article 34 Sexual Abuse/Sexual Harassment/Harassment Allegations.....26

Article 35 Seniority .....27

Appendix “A” – Pay Schedule.....30

Memorandum of Understanding - Overtime.....31  
Memorandum of Agreement - Hours of Work – Overnight Staff.....32  
Memorandum of Agreement – Extended Hours of Work .....33  
Memorandum of Agreement – Pension Plan .....34  
Letter of Understanding – Article 20.....35  
C.S.U. Master Schedule 2008 .....38

\*All changes are in **bold**.

## Alphabetical Table of Contents

	Appendix “A” – Pay Schedule .....	30
Article 2	Application of Agreement.....	2
Article 19	Arbitration .....	12
Article 27	Bereavement Leave .....	21
	C.S.U. Master Schedule 2008 .....	38
Article 16	Civil Liability .....	10
Article 14	Continuation of Acquired Right .....	9
Article 28	Court Leave .....	23
Article 1	Definitions .....	1
Article 31	Dental Plan .....	26
Article 10	Disciplinary Action .....	7
Article 4	Duration of Agreement/Renewal .....	3
Article 32	Educational Leave .....	26
Article 23	Expenses.....	16
Article 18	Grievance Procedure .....	11
Article 24	Holidays.....	16
Article 21	Hours of Work.....	14
Article 12	Layoff and Recall .....	8
	Letter of Understanding – Article 20.....	35
Article 5	Management Rights .....	4
Article 29	Maternity Leave .....	23
Article 13	Medical Fitness .....	9
	Memorandum of Agreement - Hours of Work – Overnight Staff.....	32
	Memorandum of Agreement – Extended Hours of Work .....	33
	Memorandum of Agreement – Pension Plan .....	34
	Memorandum of Understanding - Overtime.....	31
Article 9	No Discrimination .....	6
Article 22	Overtime.....	15
Article 30	Parental Leave .....	24
Article 20	Pay and Merit Increases .....	13
Article 11	Performance Appraisal/Personnel File .....	7
Article 8	Probationary Period.....	6
	Purpose .....	1
Article 3	Recognition .....	2
Article 15	Recruitment and Promotion .....	9
Article 35	Seniority .....	27
Article 34	Sexual Abuse/Sexual Harassment/Harassment Allegations.....	26

Article 26 Sick Leave .....19  
Article 33 Temporary Appointment .....26  
Article 7 Union Business.....4  
Article 6 Union Security.....4  
Article 25 Vacation.....17  
Article 17 Workplace Safety and Health .....10

\*All changes are in **bold**.

**Project Neecheewam Inc. (Group Home)**  
(hereinafter referred to as the “Employer”)

and

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

**Purpose**

The purpose of this Collective Agreement between the Employer and the Union is to maintain mutually satisfactory relations between the Employer and its employees, establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and consultation.

**Article 1 - Definitions**

In this Agreement, unless the context otherwise requires, the expression:

**1:01** “*Employee*” means a person who is employed by the Employer within the scope of this Agreement:

- (a) “*Casual Employee*” means a person other than a full-time or part-time employee who is employed on an irregular or unscheduled basis. A casual employee is not included in this Agreement.
- (b) “*Grant Employee*” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant from a third party for training projects. A grant employee shall not displace a full-time or part-time employee position. A grant employee is not included in this Agreement.

- (c) “*Part-time Employee*” means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in the Hours of Work Article.
- (d) “*Full-time Employee*” means an employee who regularly and recurringly works the full prescribed hours of work specified in the Hours of Work Article.

- 1:02** “*Position*” means a position of employment with the Employer which is in the bargaining unit.
- 1:03** “*Seniority*” shall mean the length of continuous service as an employee. For the purpose of calculation, seniority shall accumulate based upon the total regular hours paid to a full-time or part-time employee since the last date of his employment with the Employer.
- 1:04** “*Promotion*” means a change of classification from one to another having a higher maximum salary.
- 1:05** Where the singular or masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

## **Article 2 - Application of Agreement**

- 2:01** This Agreement shall apply to all full-time and part-time employees of the Employer, except the Executive Director, Secretary to the Executive Director, supervisors, grant employees and casual employees.

## **Article 3 - Recognition**

- 3:01** The Employer recognizes the Manitoba Government and General Employees’ Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate No. 5882

save and except those excluded by the Act and Article 2:01 of this Agreement.

- 3:02** The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walk-out on the part of the employees represented by the Union nor shall any employee(s) threaten to take part in any such action or any other action should be taken by the employee(s) then the Union will take affirmative measures to prevent the employee(s) from continuing such action.
- 3:03** The Employer agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

#### **Article 4 - Duration of Agreement/Renewal**

- 4:01** This Agreement shall become effective from April 1, **2008** and including the date of signing of this Agreement and shall continue in effect up to and including the 31st day of March, **2009**. During the period of time required to negotiate a renewal or revision of this Agreement, the provisions of this Agreement shall remain in force and effect.
- 4:02** No more than ninety (90) calendar days and not less than thirty (30) calendar days preceding the expiry date of this Agreement, either party may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or revision and renewal of the Collective Agreement.
- 4:03** When a party to this Agreement has given notice under :02 above, to the other party of this Agreement, the parties shall, within thirty (30) calendar days commencing from and including the first day after the day upon receipt of the notice, commence to bargain collectively, and to make every reasonable effort to conclude a renewal or a revision and renewal of the Collective Agreement. Such time limit may be extended by mutual agreement.

### **Article 5 - Management Rights**

- 5:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 5:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 6 - Union Security**

- 6:01** The Employer agrees to deduct from each employee included in this Agreement an amount equal to the current Union dues, whether he is a member of the Union or not. Such dues shall be forwarded to the Union monthly together with a list of the names of employees from whom such deductions have been made, the amounts of such deductions and shall also indicate the names and dates of newly hired or terminated employees.
- 6:02** For new employees the payroll deduction as set out in Section 6:01 shall become effective on the first day of the full bi-weekly pay period following the date of appointment.
- 6:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which deductions are to be made.
- 6:04** The Union agrees to indemnify and save the Employer harmless against any claim of liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

### **Article 7 - Union Business**

- 7:01** Leave of absence to attend to Union business may be granted to employees based on the following conditions:

- (a) Request for such leave shall be made in writing by the Union with at least five (5) calendar days advance notice and shall be granted only where operational requirements permit.

Where special or unusual circumstances prevent compliance with the five (5) working days notice the request shall be considered and not unreasonably denied.

- (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted to the employee's immediate supervisor for approval by the Executive Director.
- (c) Where such leave of absence has been granted by the Employer under sub-section (a), the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

**7:02** The Union shall notify the Employer in writing of the names of its officers and stewards and the Employer shall be required to recognize only those officers and stewards of whom it has notice.

**7:03** Unless otherwise specified in this Agreement or authorized by the Employer, stewards and employees shall not conduct Union business during their working time.

**7:04** If operational requirements permit, stewards may be permitted with the prior approval of the Employer to investigate complaints or grievances during working hours.

**7:05** The Employer agrees to allow the Union the use of space on a bulletin board for the purpose of posting Union information, provided such information does not contain anything that is adverse to the interests of the Employer. All material to be posted must first be submitted in writing to the Executive Director or his designate for approval prior to posting.

## **Article 8 - Probationary Period**

- 8:01** New employees in the bargaining unit shall be on probation for a period of one hundred and eighty (180) calendar days. At any time during the probationary period the employee may be terminated by the Employer.
- 8:02** An employee who is terminated during his probationary period may appeal to the Board of Directors of Project Neecheewam. Termination of employment during the probationary period shall not proceed through the Grievance or Arbitration Procedure.
- 8:03** Every appeal to the Board of Directors shall be commenced within fourteen (14) days of the date which the appellant became aware of the termination. Every appeal shall be submitted in writing, setting out the basis of the appeal.
- 8:04** (a) Within fourteen (14) days of the receipt of the appeal, the Board of Directors shall hold a hearing or direct a hearing to be held to ascertain the facts relating to the subject matter of the appeal.
- (b) Within seven (7) days of the end of the hearing, the Board shall render a decision on the appeal and the decision of the Board shall be final and binding upon the parties concerned.
- 8:05** Upon successful completion of the probationary period and upon proper evaluation of the employee's performance the employee shall be granted an increment in recognition of the successful completion and satisfactory performance of the employee during the probation period. Upon successful completion of the probationary period the employee's seniority shall be retroactive to the employee's initial date of hire.

## **Article 9 - No Discrimination**

- 9:01** The parties agree that there shall be no discrimination by the Employer or Union against any employee, in accordance with the provisions of the Human Rights Act and the Labour Relations Act or any other applicable legislation.

**9:02** The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

### **Article 10 - Disciplinary Action**

**10:01** An employee shall only be disciplined for just cause.

**10:02** a) Disciplinary action may include: verbal warnings, written warnings, suspension, demotion, dismissal.

**b) The employee has a right to representation from the Union for any disciplinary meeting.**

**10:03** In the event the Employer dismisses an employee who has completed his probationary period, the employee shall receive a letter referring to such action.

**10:04** A dismissed employee shall have the right to grieve the matter within ten (10) days of receiving notice of the dismissal.

**10:05** Where an employee is absent from work, without leave for five (5) calendar days without a valid reason, he shall be considered to have abandoned his position and shall be deemed to have resigned without notice on the last day on which he was present at work and performed his regular duties.

**10:06** Upon investigation, if any employee is found to have used, or participated in any way in violent or improper conduct toward a child in care of the Employer, that employee shall be subject to disciplinary action up to and including dismissal.

### **Article 11 - Performance Appraisal/Personnel File**

**11:01** Where a formal assessment of an employee's job performance is made, the employee concerned shall be given an opportunity to sign the assessment

upon its completion to indicate that its contents have been read. The employee shall be entitled to place his own comments on the assessment where such space is provided or append his comments to the assessment where no such space is provided. An employee, upon request shall receive a copy of the assessment at the time of signing.

- 11:02** An employee shall be permitted to examine his personnel file at three (3) month intervals after having submitted a written request to the Executive Director on each occasion.

### **Article 12 - Layoff and Recall**

- 12:01** Subject to the abilities and prior work performance of the employees concerned, employees shall be laid off in reverse order of seniority.
- 12:02** Except in circumstances beyond the control of the Employer, an employee shall receive a minimum of one full pay period notice of a layoff or pay in lieu thereof.
- 12:03** In the event of the permanent closure of a workplace, the employees shall receive notice of the closure or pay in lieu thereof as follows:
- (a) less than five (5) years service, a minimum of twenty (20) working days, or
  - (b) at least five (5) years and less than 10 years, six (6) weeks, or
  - (c) at least 10 years, eight (8) weeks
- 12:04** Employees laid off shall be placed on a re-employment list with a copy being provided to the Union. Laid off employees shall be called back in reverse order of layoff starting with the most recently laid off employee and continue in descending order to the first employee laid off in the classification from which the employees were laid off. Provided the employee possesses the necessary qualifications of the work to be done, a laid off employee shall be given first opportunity for any available position(s).

- 12:05** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Employer.
- 12:06** An employee on continuous layoff for a period of six (6) months shall, at the end of that period, be considered terminated and his name shall be removed from the re-employment list.

### **Article 13 - Medical Fitness**

- 13:01** An employee may be required by the Employer to have a medical examination from a duly qualified medical practitioner acceptable to or appointed by the Employer. The Employer shall pay the cost of the medical examination if the cost is not covered by the Manitoba Health Services Commission.

### **Article 14 - Continuation of Acquired Right**

- 14:01** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **Article 15 - Recruitment and Promotion**

- 15:01** Present employees shall be given consideration to fill vacant positions prior to a new employee being hired.
- 15:02** No employee shall be promoted without the employee's consent.
- 15:03** Where changes to position classification standards are to occur, the Employer shall notify affected employees and the Union at least three (3) months in advance of the change(s).

## **Article 16 - Civil Liability**

- 16:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Director of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Director before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his duty as an employee.
  - (d) Upon the employee notifying the Director in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

## **Article 17 - Workplace Safety and Health**

- 17:01** The parties hereto agree that the provisions of the Workplace Safety and Health Act shall apply “mutatis mutandis”.

## **Article 18 - Grievance Procedure**

- 18:01** “*Grievance*” means a dispute submitted in writing, between the Union, an employee, or a group of employees and the Employer regarding the application, interpretation or alleged violation of this Agreement.
- 18:02** It is mutually agreed that an effort shall be made to resolve disputes through discussion before a written grievance is initiated.
- 18:03** “*Union Representative*” means the following:
- (a) Staff member of the Union;
  - (b) Union steward as last indicated by the Union in writing to the Employer.
- 18:04** At any step of the grievance procedure, the grievor may elect to be accompanied by a Union representative.
- 18:05** “*Days*” referred to in this article are calendar days. The time limits within this Article can be extended by mutual agreement between the parties, provided such extension is requested prior to the expiry of the time allowed.
- 18:06** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the Union or grievor may process the grievance to the next step.
- 18:07** Step One  
If the dispute is not resolved, the grievor or the Union may submit a written grievance to the Supervisor or, in the extended absence of the Supervisor, to Step Two of the Grievance Procedure within fourteen (14) days from the date the grievor or Union became aware of the circumstances giving rise to the grievance.

Within fourteen (14) days of his receipt of the grievance, the Supervisor shall reply in writing to the grievance.

**18:08** Step Two

If the dispute remains unresolved, the grievor or the Union may submit the grievance to the Executive Director within a further fourteen (14) days from the date of receipt of the reply to the grievance from Step One. The Executive Director may hold a hearing into the matter, and shall reply in writing within fourteen (14) days of his receipt of the written grievance.

**18:09** Grievances involving suspension or dismissal shall be initiated to the Executive Director.

**18:10** Effective from the date of signing of the agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances may be submitted to a Board of Arbitration. If the dispute is not resolved by the Executive Director or designates reply, the Union may refer the matter to Arbitration. If the Employer's grievance is not resolved by the Union's reply, the Employer may refer the matter to Arbitration.

### **Article 19 - Arbitration**

**19:01** Within ten (10) days of receipt of the reply at Step 2 of the grievance procedure, either party may submit the matter to Arbitration by notifying the other party in writing of its desire to submit the dispute to arbitration and said notice shall contain the party's appointee to the Arbitration Board.

**19:02** Within ten (10) days of receipt of the letter as provided in 19:01 above, the second party shall notify the first party in writing of the second party's appointee to the Arbitration Board.

**19:03** Within ten (10) days of receipt of the letter as provided in 19:02 above, the two (2) appointees shall select a third member who shall be the Chairman of the Arbitration Board and shall without delay, notify the Union and the Employer of the name of the Chairman.

- 19:04** If, in the event either party fails to appoint an appointee, or if the two (2) appointees are unable to agree upon a third member within the applicable time limits specified, the appointment shall be made by the Chief Justice for the Province of Manitoba.
- 19:05** Within ten (10) days, following the appointment of the chairman, the Board shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted.
- 19:06** Nothing herein shall prohibit the parties from agreeing on a single arbitrator, within the time requirement of 19:01. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, “mutatis mutandis”, to the single arbitrator.
- 19:07** Any of the time limits referred to above may be extended by mutual agreement to the parties hereto.
- 19:08** (a) Within ten (10) days the Arbitration Board shall render its decision in writing to the Union and the Employer in the form of a written award.
- (b) The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.
- (c) The Board shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement.
- (d) Each party shall bear the expenses of their appointee to the Board and shall bear equally the expenses of the Chairman of the Board.

## **Article 20 - Pay and Merit Increases**

- 20:01** Employees shall be paid in bi-weekly periods (every two [2] weeks) in accordance with their placement on the pay schedule for their classification.

- 20:02** Where an employee is promoted and where the pay range permits, the employee shall be paid at a rate of pay in the pay schedule that is one increment higher than the rate of pay in the employee's former position.
- 20:03** A full-time employee who is not at the maximum pay of his classification is eligible to be granted one (1) merit increment on his pay scale upon satisfactory completion of one (1) years accumulated service in his classification since the employee's last increment or since the employee's start of employment.
- 20:04** A part-time employee who is not at the maximum salary for his classification is eligible to be granted one (1) merit increment on his pay scale upon satisfactory completion of the equivalent of one (1) years accumulated service (2080 regular hours) in his classification since the employee's last increment or since the employee's start of employment.
- 20:05** The pay schedule, Appendix "A", shall be attached to and form part of this Collective Agreement.

### **Article 21 - Hours of Work**

- 21:01** The regular hours of work for full-time employees shall average forty (40) hours per week over the shift rotation cycle.
- 21:02** For purposes of interpretation of benefit entitlements in this Agreement, a "work day" shall be an accumulation of eight (8) regular hours paid at straight time rates. A part-time employee shall therefore be entitled to a pro-ration of benefits in proportion to that of a full-time employee, unless otherwise specified in this Agreement.
- 21:03** There shall be no alteration of work schedules of shifts and/or staffing composition by employees without the approval of the appropriate supervisor and, in any event, any exchange of shifts shall not result in any additional costs incurred by the Employer.
- 21:04** Part-time employees shall work fewer than an average of forty (40) hours per week when averaged over the shift rotation cycle.

- 21:05** (a) Where changes are necessary in a regularly scheduled shift, an employee who is affected by such change shall be notified at least twenty-four (24) hours in advance. The foregoing, however, shall not apply to instances of personnel replacement due to absences because of sickness, nor to emergency situations beyond the control of the Employer.
- (b) Where an employee does not receive at least twenty-four (24) hours notice of a change of a regularly scheduled shift except as provided in (a) above, then such affected employee shall be paid at time and one-half (1 ½x) for all hours worked for the first shift which varies from the former regular schedule.

### **Article 22 - Overtime**

- 22:01** An employee who is required by the Employer to work in excess of his regularly scheduled hours shall be compensated for such additional time at the rate of time and one-half (1 ½x) his regular rate of pay for each additional hour so worked, except under the following circumstances:
- (a) Employees attending staff meetings outside of the employees' regularly scheduled hours shall be compensated at straight time hourly rates.
- 22:02** (a) At the Employer's option, overtime shall be compensated by paying the employee for all authorized time worked or by granting the equivalent time off in lieu of payment.
- (b) Where the Employer has opted to grant time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the overtime being worked, the employee shall receive payment.
- 22:03** Part-time employees shall be eligible for overtime compensation for additional hours worked when:

- (a) The employee is required to work in excess of forty (40) hours per week, through the shift rotation cycle, or
- (b) The employee is required to work in excess of his regular scheduled shift provided that not less than eight (8) hours are worked by the employee inclusive of regular scheduled hours and overtime hours.

### **Article 23 - Expenses**

- 23:01** The Employer agrees to reimburse employees such reasonable expenses as it determines proper for authorized expenses incurred.
- 23:02** Where an employee is authorized to use his privately owned vehicle on the Employer's business he shall be reimbursed. Effective November 16, 2007, the rate will be thirty three cents (\$0.33) per kilometre.

### **Article 24 - Holidays**

- 24:01** The following shall be recognized as holidays with pay:

New Year's Day	Civic Holiday
Louis Riel Day ( <i>3<sup>rd</sup> Monday in February</i> )	Labour Day
Good Friday	Thanksgiving Day
Easter Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
any other holiday proclaimed by Federal or Provincial statute.	

- 24:02** Remembrance Day shall only be observed as a holiday where it falls on an employee's working day. An employee who is entitled to pay for a holiday and is required to work on Remembrance Day in addition to his regular pay to his/her compensated at straight time for all hours worked at his/her straight time rate of pay.
- 24:03** Where an employee who is entitled to pay for a holiday and is required to work on the holiday the employee shall receive pay at the rate of one and

one-half (1 ½x) times the employee's regular hourly rate for all hours worked on said holiday.

- 24:04** Whenever a holiday falls on an employee's scheduled day off, the employee shall receive an alternate day off in lieu thereof. The Employer agrees to schedule such lieu day off within thirty (30) days following the holiday unless mutually agreed to the contrary. The Employer may, however, give the employee an extra days pay in lieu of an alternate day off, if mutually agreed to between the employee and Employer.
- 24:05** An employee is entitled to pay for a holiday on which she does not work, provided:
- (a) She did not fail to report for work after having been called to work on the day of the holiday; and
  - (b) She did not absent herself from work without the Employer's consent on either the employee's regular working day immediately preceding or following the holiday, unless her absence is by reason of established illness.
- 24:06** Part-time employees will be paid five percent (5%) of their regular pay in lieu of time off on holidays. Such holiday pay shall be included in their regular pay cheque.
- 24:07** Where agreeable to the Employer, employees may add their accumulated holiday time to their annual vacation.

### **Article 25 - Vacation**

- 25:01** For purposes of this Agreement, a vacation year is the twelve (12) month period beginning of January 1st and ending December 31st.
- 25:02** Full-time employees shall earn vacation leave credits on the basis of one and one-quarter (1 ¼) days per accumulated complete month of service in each vacation year, to be taken in the vacation year following the year in which the vacation is earned.

- 25:03** Commencing from the beginning of the vacation year in which seven (7) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which eight (8) years are completed and yearly thereafter.
- 25:04** A full-time employee with less than one (1) years service is eligible for vacation with pay on a pro-rata basis.
- 25:05** Vacation will be pro-rated for part-time employees on the basis of the applicable rate as set out in :02 for each period of regular hours worked exclusive of overtime, equivalent to one hundred sixty-eight (168) hours or twenty-one (21) working days. No credits will be given for any periods for which an employee was granted vacation pay.
- 25:06** When computing vacation leave:
- (a) Any fraction of a day equal to or greater than one-half (1/2) shall be computed as a full day; and
  - (b) Any fraction of a day less than one-half (1/2) shall be computed as nothing.
- 25:07** Where a holiday falls within the vacation period of an employee, one additional day shall be added to the employee's vacation entitlement in lieu of the holiday.
- 25:08** For the purpose of determining vacation entitlement in :02 the term "accumulated complete month of service" shall be deemed to be all time paid at regular rates by the Employer.
- 25:09** Subject to operational requirements, vacation leave will be taken by mutual agreement between the employee and the Employer. If a dispute occurs between two or more employees in respect to taking the same period of vacation, then seniority shall be the determining factor.

## **Article 26 - Sick Leave**

- 26:01** Sick leave means a period when an employee is unable to perform her regular duties as a result of illness or injury. "Injury", wherever used in this Agreement, shall mean injured in an accident for which compensation is not payable under the Workers Compensation Act.
- 26:02** Full-time employees shall be entitled to sick leave benefits which shall be accumulated at the rate of one-half (1/2) working day per bi-weekly pay period to a maximum of one hundred twenty (120) working days.
- 26:03** An employee hired after the first working day of the pay period shall accumulate sick leave credits from the first day of the next pay period.
- 26:04** Part-time employees shall earn sick leave credits pro-rated on the basis of accumulated regular hours pursuant to :02.
- 26:05** Where an employee is ill or injured for any period, her sick leave allowance will be calculated as the balance of any sick leave credits unused since a previous illness or injury plus the additional sick leave credits accumulated since that time as calculated in :02.
- 26:06** An employee who has been absent due to illness/injury shall furnish, when requested by the Employer, at any time during or after this period of illness/injury, a medical certificate certifying that the employee is or was unable to be present at work because of illness/injury. Where an employee fails to produce a medical certificate acceptable to the Employer, she shall not be entitled to be paid for the period of absence.
- 26:07** Where an employee is to be absent because of illness/injury she shall notify her supervisor, or in the absence of the supervisor, the person on duty in charge of the workplace of her absence due to illness or injury at least one hour prior to the normal hour of beginning work or as soon thereafter as the means of communication permit.
- 26:08** Sick leave credits shall not accumulate during periods when an employee is:

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

Subsection (c) to apply where the period of absence is greater than one-half (½) of a bi-weekly period.

- 26:09** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to part-time employees based on number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 26:10** An employee may be entitled to up to five (5) days of leave with pay in each fiscal year to be granted with the Employer's permission as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
  - (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
  - (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.
- 26:11** An employee's sick leave accumulation under Article 26 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision. Management will exercise their discretion, if an employee requests to use this clause, but has less than twelve (12) days in their sick leave bank.

## **Article 27 - Bereavement Leave**

- 27:01** An employee shall be entitled to Bereavement Leave, in the immediate time surrounding the period of bereavement, for a period up to four (4) working days without loss of regular pay in the event of the death of a member of an employee's immediate family. For purposes of this Article, immediate family is defined as: father; mother; brother; sister; spouse; common-law spouse, same sex partner, fiancé, child or ward of the employee; step-child, step-parent, former legal guardian or a relative permanently residing in the employee's household or with whom the employee resides.
- 27:02** An employee shall be entitled to Bereavement Leave up to a maximum of one (1) working day without loss of regular pay in the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent.
- 27:03** An employee may be entitled to four (4) hours leave without loss of regular pay to attend a funeral as a pallbearer.
- 27:04** (a) Definitions  
The following definitions apply in this section:
- (i) "common-law partner" of a person means a person who, not being married to the other person, is cohabiting with him or her in a conjugal relationship of some permanence.
  - (ii) "family member," in relation to an employee, means
    - (A) a spouse or common-law partner of the employee;
    - (B) a child of the employee or a child of the employee's spouse or common-law partner;
    - (C) a parent of the employee or a spouse or common-law partner of the parent; and

(D) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition.

(iii) “physician” means a physician who provides care to a family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided.

(b) Entitlement to Leave

Subject to Subsections (c) - (i), an employee who has been employed by the same employer for at least thirty (30) days is entitled to compassionate care leave of up to eight (8) weeks to provide care or support to a seriously ill family member.

(c) Physician’s Certificate

For an employee to be eligible for leave, a physician must issue a certificate stating that:

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

(A) the day the certificate is issued, or

(B) if the leave was begun before the certificate was issued, the day the leave began; and

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

(d) Employee to Give Notice to Employer

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.

(e) Employee to Provide Physician’s Certificate

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

- (f) When Leave May Be Taken  
An employee may take no more than two (2) periods of leave totalling 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.
- (g) Minimum Period of Leave  
No period of leave may be less than one (1) weeks duration.
- (h) Ending Leave Early  
Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of eight (8) weeks by giving the employer at least forty-eight (48) hours notice of his or her expected date of return. 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.
- (i) Employees may eligible for benefits from Employment Insurance.

### **Article 28 - Court Leave**

- 28:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.
- 28:02** Should an employee be summoned or subpoenaed to appear in court during his off duty hours for matters occasioned by his work, the employee shall receive the applicable compensation at straight time rates.

### **Article 29 - Maternity Leave**

- 29:01** Every pregnant employee,

- (a) who has completed seven (7) continuous months of employment for or with the Employer;
- (b) who submits to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery is entitled to and shall be granted maternity leave without pay consisting of
  - (d) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
  - (e) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (f) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**29:02** Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

### **Article 30 - Parental Leave**

**30:01** Every employee

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,

- (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new born child, or
  - (iii) adopts a child under the law of a province; and
- (b) who completes seven (7) consecutive months of employment for or with the Employer; and
- (c) who 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; is entitled to, and shall be granted, parental leave consisting of a continuous period of up to **thirty seven (37)** weeks.

**30:02** Subject to: 03, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

**30:03** Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave.

**30:04** A male employee shall be granted one (1) days leave with pay to attend to needs directly related to the birth of his child. Such leave shall be granted on the date of or the day following the birth of his child, or day of his wife's or common-law wife's admission to, or discharge from hospital.

**30:05** An employee shall be granted one (1) days leave with pay to attend to the needs directly related to the adoption of his child. At the employee's option such leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.

### **Article 31 - Dental Plan**

**31:01** The parties agree to the implementation of a dental services plan effective on date of signing. The contents of the plan shall be as per Policy #320365 held with Great West Life Insurance.

### **Article 32 - Educational Leave**

**32:01** Where the Employer requests that an employee engage in any course of study, the Employer shall bear the full costs related to such course.

### **Article 33 - Temporary Appointment**

**33:01** Where the Employer directs a Youth Worker I to temporarily take over and perform the full duties and responsibilities of a Youth Worker II position for a period of eleven (11) or more consecutive working days then the Youth Worker I shall be paid a premium of five percent (5%) of the employee's current salary for all such time worked.

### **Article 34 - Sexual Abuse/Sexual Harassment/Harassment Allegations**

**34:01** The M.G.E.U. and Project Neecheewam agree that everyone is entitled to a respectful workplace.

**34:02** Sexual abuse/sexual harassment/harassment will not be tolerated in the workplace. Any employee who feels subjected to unwanted/untoward behaviour may file a complaint to the Neecheewam Board of Directors.

**34:03** The Board of Directors will endeavour to resolve the matter in an expeditious and confident manner.

**34:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

**34:05** The Board of Directors, after investigating the complaint shall have the authority to:

- (a) dismiss the complaint; or
- (b) determine the appropriate discipline; and/or
- (c) take any action which in the President's opinion may be necessary.

**34:06** Where the Board of Directors determines that a complaint has been made for frivolous or vindictive reasons, the Board of Directors shall have the authority to:

- (a) take disciplinary action against the complainant; and/or
- (b) take any action against the complainant which in the Board of Directors opinion may be necessary.

### **Article 35 - Seniority**

**35:01** "Seniority" means the length of service with the Employer as defined in this Article provided such service has not been broken by termination of the employees.

**35:02** Seniority for service shall include only the following:

- (a) **Accumulated service**
- (b) **Periods of Workers Compensation**
- (c) **Periods of Maternity Leave and/or Parental Leave, and Compassionate Care Leave**
- (d) **Periods of Adoptive Parent Leave**
- (e) **Any other approved leaves without pay to a maximum accumulation of 160 (145) hours in a calendar year**
- (f) **Regular paid time with employers/organizations that amalgamate (d) with the employer.**

**35:03 An employee will lose all seniority when the employee:**

- (a) Resigns.**
- (b) Retires.**
- (c) Is dismissed and not reinstated.**
- (d) Dies.**
- (e) Is permanently laid off.**

**35:04 A seniority list will be prepared by April 1<sup>st</sup> of each year by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations as determined by the Employer.**

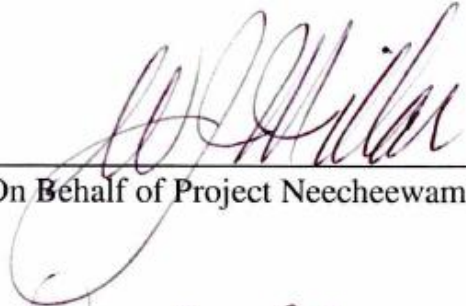
**35:05 A seniority list will be prepared for the following types of employees by classification groupings in order of seniority:**


- (a) Full Time**
- (b) Part Time**

**35:06 Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year which the seniority list is posted.**

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

Signed on this 23<sup>rd</sup> day of October, 2008.

  
\_\_\_\_\_  
On Behalf of Project Neecheewam Inc.

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

  
\_\_\_\_\_  
On Behalf of Project Neecheewam Inc.

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

**Appendix "A"****Pay Schedule****Effective April 1, 2008 - 2.5% Increase****Youth Care Worker I**

<b><u>Step 1</u></b> 13.72	<b><u>Step 2</u></b> 14.20	<b><u>Step 3</u></b> 14.69	<b><u>Step 4</u></b> 15.18	<b><u>Step 5</u></b> 15.68
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**Youth Care Worker II**

<b><u>Step 1</u></b> 14.68	<b><u>Step 2</u></b> 15.20	<b><u>Step 3</u></b> 15.77	<b><u>Step 4</u></b> 16.43	<b><u>Step 5</u></b> 17.08
<b><u>Step 6</u></b> 17.69	<b><u>Step 7</u></b> 18.32	<b><u>Step 8</u></b> 18.99	<b><u>Step 9</u></b> 19.75	<b><u>Step 10</u></b> 20.50

## Memorandum of Understanding

This Memorandum between Project Neecheewam Inc. and the Manitoba Government and General Employees' Union is to clarify Article 22:03 (b) of the Collective Agreement between the parties.


### OVERTIME - i.e.

If an employee is regularly scheduled to work five (5) hours but works three (3) additional hours, the extra three (3) hours would be compensated at straight time. If the employee works in excess of an eight (8) hour shift, when regularly scheduled to work five (5) hours, then any amount over the eight (8) hour period would be compensated at time and one-half (1 ½x) rates.

If an employee is scheduled to work twelve (12) hours and works thirteen (13) hours, the employee is eligible for compensation at time and one-half (1 ½x) for the one (1) hour.

Signed on this 23<sup>rd</sup> day of October, 2008.

  
On Behalf of Project Neecheewam Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

The M.G.E.U. and Project Neecheewam mutually agree that the regular hours of work for overnight staff shall be varied to include an unpaid meal break of up to one and one-half (1 ½) hours during each shift. Employees shall remain on the premises of the Employer during these breaks and shall immediately return to their duties should circumstances dictate.

Signed on this 23<sup>rd</sup> day of October, 2008.



On Behalf of Project Neecheewam Inc.



On Behalf of the Manitoba Government  
and General Employees' Union

## Memorandum of Agreement

### **Re: Extended Hours of Work**


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Notwithstanding the Employment Standards Act, the parties agree that the current practices regarding the extended hours of work shall be maintained during the life of the Agreement.

Schedules may be changed only by mutual agreement of the parties.

Signed on this 23<sup>rd</sup> day of October, 2008.

  
On Behalf of Project Neecheewam Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

**Subject: Pension Plan**

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The Employer agrees to contribute to the Pension Plan for the duration of the Collective Agreement. The Employer shall match employee contributions on the following basis:


**Employer Contribution      Employee Contribution**

3%

3%

Signed on this 23<sup>rd</sup> day of October, 2008.

  
On Behalf of Project Neecheewam Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Letter of Understanding**


**Subject: Article 20**

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It is agreed between the parties that during the life of this Agreement, Articles 20:03 and 20:04 are not applicable.

Signed on this 23<sup>rd</sup> day of October, 2008.

  
On Behalf of Project Neecheewam Inc.

  
On Behalf of the Manitoba Government  
and General Employees' Union

## 540 Greenwood

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
S 8-6 C 2-11 A 2-11 B 10-6  E 11-8	S 8-3 A 3-11 C 3:30 - 11:30  E 11:30 - 8	S 8-3 C 3-11 B 3-11  E 11-8	S 8-4 C 3-11 B 3-11  E 11-8	S 8-4 A 2-9 B 4-12  F 11-8	C 3-12 A 8-3 PT 3-11  F 11-8	C 3-11 A 8-3 PT 3-11  F 11-8
S 8-6 C 2-11 A 10-6 B 2-11  E 11-8	S 8-3 B 3:30-11:30 C 3-11  E 11:30-8	S 8-3 A 3-11 B 3-11  E 11-8	S 8-4 A 3-11 B 3-11  E 11-8	S 8-4 C 2-9 A 4-12  F 11-8	C 8-3 B 3-12 PT 3-11  F 11-8	C 8-3 B 3-11 PT 3-11  E 11-8
S 8-6 C 10-6 A 2-11 B 2-11  E 11-8	S 8-3 B 3-11 A 3:30-11:30  E 11:30-8	S 8-3 A 3-11 C 3-11  E 11-8	S 8-4 A 3-11 C 3-11  E 11-8	S 8-4 C 4-12 B 2-9  F 11-8	A 3-12 B 8-3 PT 3-11  F 11-8	A 3-11 B 8-3 PT 3-11  F 11-8
S 8-6 A 2-11 C 2-11 B 10-6  E 11-8	S 8-3 A 3-11 C 3:30-11:30  E 11:30-8	S 8-3 C 3-11 B 3-11  E 11-8	S 8-4 C 3-11 B 3-11  E 11-8	S 8-4 A 2-9 B 4-12  F 11-8	C 3-12 A 8-3 PT 3-11  F 11-8	C 3-11 A 8-3 PT 3-11  E 11-8
S 8-6 C 2-11 A 10-6 B 2-11  E 11-8	S 8-3 C 3-11 B 3:30-11:30  E 11:30-8	S 8-3 A 3-11 B 3-11  E 11-8	S 8-4 A 3-11 B 3-11  E 11-8	S B-4 C 2-9 A 4-12  F 11-8	C 8-3 B 3-12 PT 3-11  F 11-8	C 8-3 B 3-11 PT 3-11  F 11-8
S 8-6 C 10-6 A 2-11 B 2-11  E 11-8	S 8-3 B 3-11 A 3:30-11:30  E 11:30-8	S 8-3 C 3-11 A 3-11  E 11-8	S 8-4 A 3-11 C 3-11  E 11-8	S 8-4 C 4-12 B 2-9  F 11-8	A 3-12 B 8-3 PT 3-11  F 11-8	A 3-11 B 8-3 PT 3-11  E 11-8

E = Full-time night attendant

F = Part-time night attendant

PT = Part-time shifts

### 1205 Matthews Street

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
D 11-11 *3-11  E 11-8	A 8-4 B 3-11 C 1-9  E 11-8	A 8-4 C 3-11 B 3:30-11:30  E 11:30-8	A 8-4 B 1-4 C 1-11 D 1-10  E 11-8	A 8-4 D 1-9 C 3-11  E 11-8	A 8-4 B 11-9 D 3-11  F 11-11	D 11-11 B 3-11  F 11-11
B 11-11 *3-11  F 11-8	A 8-4 D 1-9 C 3-11  E 11-8	A 8-4 B 1-9 D 3:30-11:30  E 11:30-8	A 8-4 C 1-4 B 1-10 D 1-11  E 11-8	A 8-4 B 1-9 D 3-11  E 11-8	A 8-4 C 11-9 B 3-11  F 11-11	B 11-11 C 3-11  F 11-11
C 11-11 *3-11  E 11-8	A 8-4 B 1-9 D 3-11  E 11-8	A 8-4 B 1-9 D 3:30-11:30  E 11:30-8	A 8-4 D 1-4 C 1-10 B 1-11  E 11-8	A 8-4 C 1-9 B 3-11  E 11-8	A 8-4 D 11-9 C 3-11  F 11-11	C 11-11 D 3-11  F 11-11
D 11-11 *3-11  F 11-8	A 8-4 C 1-9 B 3-11  E 11-8	A 8-4 C 1-9 B 3:30-11:30  E 11:30-8	A 8-4 B 1-4 D 1-10 C 1-11  E 11-8	A 8-4 D 1-9 C 3-11  E 11-8	A 8-4 B 11-9 D 3-11  F 11-11	D 11-11 B 3-11  F 11-11
B 11-11 *3-11  E 11-8	A 8-4 D 1-9 C 3-11  E 11-8	A 8-4 D 1-9 C 3:30-11:30  E 11:30-8	A 8-4 C 1-4 B 1-10 D 1-11  E 11-8	A 8-4 B 1-9 D 3-11  E 11-8	A 8-4 C 11-9 B 3-11  F 11-11	B 11-11 C 3-11  F 11-11
C 11-11 *3-11  F 11-8	A 8-4 B 1-9 D 3-11  E 11-8	A 8-4 B 1-9 D 3:30-11:30  E 11:30-8	A 8-4 D 1-4 C 1-10 B 1-11  E 11-8	A 8-4 C 1-9 B 3-11  E 11-8	A 8-4 D 11-9 C 3-11  F 11-11	C 11-11 D 3-11  F 11-11

E = Full-time night attendant

F = Part-time night attendant

\* = Casual

**C.S.U. Master Schedule 2008**

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
A	7-3	A	7-3	A	7-3	A	7-3	A	7-3	E	9-6	C	9-5
B	7-3	B	7-3	C	7-3	C	7-3	B	7-3	Casual	9-4	Casual	9-4
C	11-7	C	11-7										
D	3-11	D	2-11	D	3-11	D	3-11	D	2-11	C	3-11	E	3-11
E	3-11	E	2-11					E	3-11	Casual	3-11	Casual	3-11
G	11-7	G	11-7	B	3-11	B	3-11	I	11-9	I	11-9	G	11-7
H	11-7	H	11-7	G	11-7	G	11-7	J	11-9	J	11-9	H	11-7
				H	11-7	H	11-7						
A	7-3	A	7-3	A	7-3	A	7-3	A	7-3	Casual	9-4	Casual	9-4
B	7-3	B	7-3	C	7-3	C	7-3	B	7-3	D	9-6	Casual	9-4
		C	11-7					C	11-7				
D	3-11	D	3-11	D	2-11					Casual	3-11	D	3-11
E	3-11	E	3-12			E	3-11	E	3-12	Casual	3-11	Casual	3-11
G	11-7	G	11-7	B	3-11	B	3-11	Casual	3-11				
H	11-7	H	11-7	G	11-7	G	11-7	I	11-9	I	11-9	G	11-7
				H	11-7	H	11-7	J	11-9	J	11-9	H	11-7
A	7-3	A	7-3	A	7-3	A	7-3	A	7-3	C	9-5	Casual	9-4
B	7-3	B	7-3	C	7-3	C	7-3	B	7-3	Casual	9-4	D	9-6
C	11-7	C	11-7										
D	3-11	D	2-11							D	3-11	C	3-11
E	3-11	E	2-11	E	3-11	E	3-11	E	3-12	Casual	3-11	Casual	3-11
G	11-7	G	11-7	B	3-11	B	3-11	D	3-11				
H	11-7	H	11-7	G	11-7	G	11-7	I	11-9	I	11-9	G	11-7
				H	11-7	H	11-7	J	11-9	J	11-9	H	11-7
A	7-3	A	7-3	A	7-3	A	7-3	A	7-3	Casual	9-4	E	9-6
B	7-3	B	7-3	C	7-3	C	7-3	B	7-3	Casual	9-4	Casual	9-4
		C	11-7					C	11-7				
D	2-11	D	3-11					D	3-11	Casual	3-11	Casual	3-11
E	3-11	E	2-11	E	3-11	E	3-11	E	3-12	Casual	3-11	Casual	3-11
G	11-7	G	11-7	B	3-11	B	3-11	D	3-11				
H	11-7	H	11-7	G	11-7	G	11-7	I	11-9	I	11-9	G	11-7
				H	11-7	H	11-7	J	11-9	J	11-9	H	11-7

\* A – H = Full Time

\* I &amp; J = Part Time (.5)

\* G-J – Over Night Positions

\* Supervisor on shift Monday – Friday evenings