

Collective Agreement

between

River Park Gardens

and

The Manitoba Government and General Employees' Union

March 14th , 2008 to March 31, 2012

THIS AGREEMENT made and entered into this 15th day of June, 2009.

between

**River Park Gardens
Winnipeg Regional Health Authority**

and

Manitoba Government and General Employees' Union

(Health Care Support Services)

(hereinafter referred to as the "Union")

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Preamble

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

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under specific certificates, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".
- 1:02** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training or emergency.

Article 2 - Management Rights

- 2:01** 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/resident 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.

- 2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.
- 2:03** 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.
- 2:04** 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.

- 2:05** The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

Article 3 - Definitions

- 3:01** An employee is a person employed by the Employer and covered by this Agreement.
- 3:02** A "full-time employee" is one who regularly works the full prescribed bi-weekly hours specified in Article 12.
- 3:03** A "part-time" employee is one who regularly works less than full-time hours, as per Article 12:01, on a regular and recurring basis.
- 3:04** A "term position" shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 9 and filled in accordance with Article 8. All employees may apply for the term position. Upon completion of the original term position, the employees shall be returned to their former positions.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Articles 20:01 and 17:04 shall apply, wherever possible.

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

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.

In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11:02, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

3:05 Probation

All new full-time employees shall be on probation for three (3) calendar months with provision for an extension of the probationary period for

another three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the day of their employment. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees and after the first four (4) calendar months for part-time employees and discussed with the affected employee.

- 3:06** A “casual employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage, subject to Article 20:01. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:
- (a) Casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.
 - (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”. Increments will be earned in accordance with the number of hours worked.
 - (c) Casual employees are entitled to the shift premium(s) outlined in Article 18.
 - (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1½ x) their basic rate of pay.
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 13:01 and 13:02.
 - (f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
 - (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (h) Seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 8:02. Such casual seniority will not take priority over full-time or part-time employee seniority.

- (i) Articles 6 and 7 herein apply only with respect to the terms of this Article.
- (j) 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.
- (k) 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.

- 3:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 3:08** The term “Employer” and/or “Facility” shall mean the Winnipeg Regional Health Authority, River Park Gardens Personal Care Home Site.
- 3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union (Health Care Support Services) as per Manitoba Labour Board Certificate No. MLB-6473.
- 3:10** The word “promotion” shall mean a change from one (1) grade to another grade with a higher maximum rate of pay.
- 3:11** The word “demotion” shall mean a change from one (1) grade to another grade with a lower maximum rate of pay.
- 3:12** The word “transfer” shall mean a change by an employee from one (1) position in a grade to another position within the same grade in Schedule “A”.

Article 4 - Union Security and Dues Check-Off

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment

shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.

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

The Employer shall also provide, the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location, and home address. The employee's address shall be 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.

- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.

- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

- 4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

- 4:06** All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire.

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

- 4:07** The Union representative or designate shall have up to fifteen (15) minutes either at a time mutually agreeable with the Employer, or up to thirty (30) minutes at the facility orientation sessions, to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 5 - Technological Change

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

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

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

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

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

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

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

Article 6 - Grievance Procedure

- 6:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 6:02** An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 6:03** 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 two (2) employees, or more employees so engaged if mutually agreed upon. Such permission shall not be unreasonably withheld.
- 6:04** Discussion Stage
Within ten (10) calendar days of the occurrence of the grievance, the employee shall attempt to resolve the dispute with his immediate Supervisor who is outside the bargaining unit.
- 6:05** Step One
If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the Department Head or designate.

6:06 Step Two

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

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

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

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

Article 7 - Arbitration Procedure

7:01 Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

7:02 Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

7:03 The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.

7:04 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.

7:05 The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

7:06 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations.

The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

7:07 The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.

7:08 Clarification on Decision

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

7:09 Expenses of the Board

Each party shall pay:

(a) the fees and expenses of the Nominee it appoints.

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

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

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

Article 8 - Seniority

8:01 An employee's seniority shall consist of the following:

(a) 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 in the Health Care Support Services to the last time her name appears on the payroll.

(b) Departments will be outlined in Schedule “B”.

8:02 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.

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

(a) Paid leave of absence;

(b) Paid income protection;

(c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave;

(d) Workers Compensation up to two (2) years in that appropriate time period.

8:04 Seniority will terminate if an employee:

(a) resigns;

(b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

(c) is laid off and fails to report for duty as instructed as per Article 10:06;

(d) is laid off for more than twenty-four (24) months;

(e) fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;

- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) is absent for two (2) consecutive work days and does not provide the Employer with an acceptable explanation.

8:05 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks; except those referenced in 8:05 (e);
- (e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or L.T.D. for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) is on parenting leave;
- (g) is assigned to temporarily relieve or replace an employee in an out of scope position;
- (h) She/he is on an educational leave of absence up to two (2) years.

8:06 Seniority will be retained but will not accrue if an employee:

- (a) is on any unpaid leave of absence in excess of four (4) consecutive weeks; except those referenced in Article 8:06 (b);
- (b) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or L.T.D. for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out-of-scope position;

- (e) is in a term in an out of scope position;
- (f) is on an educational leave of absence in excess of two (2) years.

8:07 A seniority list of all employees indicating the total seniority hours since the date of entry into the service of the Employer, in the Health Care Support Services, 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 employees' bulletin board no later than February 1st of each year.

The list shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting. The Employer will use the previous years seniority list until such time as the twenty (20) day "correction period" has lapsed.

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

Article 9 - Vacancies, Promotions and Transfers

- 9:01** (a) Vacant positions which fall within the scope of this Agreement shall be posted in the site for a period of at least seven (7) calendar days. 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.
- (b) In the event that an employee's days off extend beyond seven (7) calendar days as specified in (a) above, she shall have the right to submit her application for a posted position on the first day of her

return to work, but applications shall be considered at the discretion of the Employer if submitted later than ninety-six (96) hours following the posting.

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

9:02 As per the posting provisions contained in Article 9:01, if the Employer fills the position, the Employer will post the name of the successful applicant in the same location where the position was previously posted. If the Union so requests, the Employer will provide to the Union a list of employee applicants.

9:03 All promotions and voluntary transfers are subject to a three (3) month trial period (six (6) months for part-time employees), and if an employee is found by the Employer to be unsatisfactory in her new position during this trial period, she shall be returned to her former position without loss of seniority, as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

9:04 When an employee is promoted, her new and future salary will be determined as follows:

- (a) The new salary will be the rate of her new job title which is at least the next higher to 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 12.

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

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

9:06 New employees with less than six (6) months service or in a "trial period" in a given position with the Employer in the Health Care Support Services, will be eligible for promotion or transfer solely at the discretion of the Employer.

Article 10 - Layoff and Recall

10:01 In the event of a layoff, employees shall receive four (4) weeks notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.

10:02 In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their occupational grade. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

10:03 No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 8:02 of the Collective Agreement.

- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational grade/classification provided they are qualified to perform the required work.
- 10:05** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 10:07** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in Article 10:06.
 - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
 - (c) a twenty-four (24) month period has elapsed since the date of layoff, as per Article 8:04 (d).

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

1. In the event that an employee has his/her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
2. 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.

10:09 Notwithstanding Article 20:01, 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 20:05 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 employee</u>	X	Entitlement of a Full-time
Full-time hours		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 paycheque.

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

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

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

10:11 Workplace Reorganization

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

Article 11 - Leave of Absence

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

11:02 Parenting Leave

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

(i) Maternity/Parental Leave

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.

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 fulltime 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 mentioned in Article 11.01 (1) (c); or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the

certificate mentioned in , and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 11.01 (1) (c)

- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) all other time as may be provided under Article 11.02 (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 entitlements shall not accrue.

11.03 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 first 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.

11:04 Bereavement Leave

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

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

- (b) Bereavement leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) 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.
- (c) The time off referenced to in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (d) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as pallbearer or mourner based on operational requirements. Additional travel time shall not be compensated as per Article 11:03 (b) above.

11.05 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (1) a spouse or common-law partner of the employee;
 - (2) a child of the employee or a child of the employee's spouse or common-law partner;
 - (3) a parent of the employee or 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.

- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (h) Seniority shall accrue as per Article 8:03 (c) and 8:05 (d).
- (h) Subject to the provisions of Article 15:11, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 11:04 and 20:10.

11:06 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.

11:07 Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.

11:08 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 her leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least three (3) days advance notice of request for such leave will be given by the employee or the Union.

- 11:09** Upon request, up to three (3) days income protection shall be paid to the parent on the occasion of a birth or adoption of a child. Such leave shall be paid from the family illness income protection bank as stipulated in Article 15:12, provided the full provisions of 11:02 (e) is not utilized.
- 11:10** Employees granted leave of absence without pay may make prepayments of both the Employer's and employee's share of the premium to maintain coverage under Employer/employee benefit programs, if applicable.

Article 12 - Hours of Work

12:01 Regular hours of work for full-time employees will be:

- (a) seven and three-quarters ($7\frac{3}{4}$) hours per day excluding meal periods and including rest periods; and
- (b) thirty-eight and three-quarters ($38\frac{3}{4}$) hours per week.
- (c) seventy-seven and one-half ($77\frac{1}{2}$) hours bi-weekly.

12:02 The unpaid meal period away from the work station will be scheduled by the Employer and will not be less than one-half ($\frac{1}{2}$) hour as per Article 12:01.

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

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

12:03 A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three (3) hour period of

work, or unless otherwise mutually agreed to between the Employer and the employee.

- 12:04** 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.
- 12:05** (a) 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.
- 12:06** For identification purposes, shifts will be named as follows:
- (a) the shift commencing at or about 2330 hours shall be considered the first/night shift;
 - (b) the shift commencing at or about 0730 hours shall be considered the second/day shift;
 - (c) the shift commencing at or about 1530 hours shall be considered the third/evening shift.
- 12:07** Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head or designate and shall not result in overtime costs to the facility. Such requests shall not be unreasonably denied.
- 12:08** Except for training purposes or evaluations or where there is just cause, the employee's existing shift may be changed only by mutual agreement between the employee and the Employer.

For the purpose of this Article "shift" shall mean day, evening or night shift.

Nothing in this Article shall prevent the Employer from designating certain positions as "floats" which can be required to work more than one (1) 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.

12:09 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 basic rate of pay. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.

12:10 The Employer agrees that they shall not schedule split shifts. However, this does not preclude employees from picking up additional hours on the same day as a scheduled shift.

Article 13 - Overtime

13:01 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 12:01. Overtime shall be compensated at one and one-half (1½ x) times the basic rate of pay for the first three (3) overtime hours worked and double time (2 x) for all overtime hours worked thereafter.

13:02 Overtime on a General Holiday shall be paid at two and one-half (2½ x) times basic rate of pay as per Schedule A.

13:03 Overtime may be accumulated to a maximum of 77.5 hours (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. Except in unique circumstances, two (2) weeks notice of requests will be provided.

13:04 When overtime is required, it shall be offered to the most senior qualified volunteer employees, 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.

13:05 Full-time employees required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next

scheduled shift, she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

- 13:06** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.
- 13:07** An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside his 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 13.03.
- 13:08** A meal shall be provided or seven dollars (\$7.00) in lieu of shall be paid to an employee when said employee works in excess of two (2) hours following her normal shift.
- 13:09** Employees working two (2) consecutive shifts will be paid at double time for the second shift.
- 13:10** A full-time employee who works on a scheduled day off shall be paid two (2 x) times the employee's rate of pay.
- 13:11** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift, in which case regular meal/rest periods shall occur.

Article 14 - General Holidays

- 14:01** 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)	Remembrance Day
Louis Riel Day	Victoria Day
Good Friday	August Civic Holiday
Easter Monday	Thanksgiving Day
Canada Day	Christmas Day (Dec. 25)
Labour Day	Boxing Day

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

- 14:02** An employee required to work on a general holiday will be paid at the rate of one and one-half ($1\frac{1}{2}$ x) times her basic rate of pay for all hours worked up to seven and three-quarters ($7\frac{3}{4}$) hours.
- 14:03** Subject to Article 14:06 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional days pay at the basic rate shall be granted in lieu.
- 14:04** If a general holiday falls on a day previously requested as a vacation day, the employee may substitute the general holiday for the vacation day. Such request shall be made in writing prior to the commencement of the affected vacation period.
- 14:05** 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.
- 14:06** 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 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 compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked.
- 14:07** Where the Facility determines that work is to be performed on a general holiday, the employee whose regular scheduled shift that falls on the general holiday shall have the option to work on that shift, provided the employee submits a written request to her supervisor prior to the posting of a schedule as per Article 12:04. 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.

- 14:08** The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavoring to grant each employee as many consecutive days off as is reasonably possible over either Christmas Day or New Year's Day.
- 14:09** A full-time employee desiring to observe recognized religious holy days will substitute such religious holy days or for any of the above mentioned paid general holidays. Such day substituted shall be subject to the approval and or designation of the Employer.

Article 15 - Income Protection

- 15:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.
- 15:02** 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 her regular basic pay to the extent that she has accumulated income protection credits.
- (a) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:
- (i) whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.
- 15:03** An employee who will be absent under the conditions outlined in Article 15:01 shall inform her supervisor prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question:

Prior to the Day Shift One (1) Hour

Prior to Evening Shift	Three (3) Hours
Prior to Night Shift	Three (3) Hours

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery must give seven (7) days notice except in cases of emergency.

An employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible but no later than the following:

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

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

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

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

Where an employee has been provided necessary time off due to scheduled surgery, and where the surgery is subsequently cancelled, 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.

- 15:04** Income protection shall accumulate at the rate of one and one-quarter (1¼) days for each full month of service.
- 15:05** A committee comprised of Management and Union personnel will review payments of income protection to employees in order to minimize the abuse of income protection. Disciplinary action will be at the sole discretion of the Employer.
- 15:06** Income protection credits will accumulate on the same basis as seniority is accrued under Article 8.
- 15:07** During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits. However should an employee be terminated prior to the expiry of the above referenced

probationary period, income protection credits paid to the employee will be recovered by the Employer.

- 15:08** 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.
- 15:09** If an employee is to be absent for illness for a period exceeding her income protection, including E.I. credit, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.

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 her medical status as well as her expected date of return.

15:10 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 17:02 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

- (ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.
 - (iii) Subject to the provisions of each plan the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
 - (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
 - (v) If at any time it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.
- (C) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation (M.P.I.C.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.C.
- (ii) subject to (i) above, where an employee has applied for M.P.I.C. benefits and where a loss of normal salary would result while awaiting a M.P.I.C. decision, the employee may

submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 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 17:02 of the Collective Agreement

(exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

- (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
 - (iv) If at any time it is decided by the Manitoba Public Insurance Corporation that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Manitoba Public Insurance Corporation, then such payment shall not be payable.
- (E) Where a work assessment period or a modified return to work period is recommended by M.P.I.C., the Employer shall make every reasonable effort to arrange for such assessment/return subject to the M.P.I.C. covering all related costs.

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

15:11 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 15:02. 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 15:02, or for use in the event of family illness as specified in Article 15:12. 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.

15:12 Subject to the provisions of 15:11, an employee may use up to five (5) days income protection in any one (1) calendar year for illness of a spouse, child or parent.

Article 16 - Annual Vacation

16:01 The vacation year shall be from the April 1st in the one year to March 31st in the next year.

16:02 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.

16:03 Annual Vacation shall be earned at the rate of:

- 3 weeks after one (1) year of service
- 4 weeks after three (3) years of service
- 5 weeks after ten (10) years of service
- 6 weeks after twenty (20) years of service

Vacation accrual for employees will be based on calendar years of service.

16:04 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.

16:05 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 16:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within each department.

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

Employees in term positions, as per Article 3:04, will be considered to be assigned to the ward or area they will be working in on the dates they select for their respective vacation.

All requests for vacation leave will be subject to approval of the employee's supervisor or the designated Administrative Officer based on operational requirements.

- 16:06** The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the first day of the new vacation year. Vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 16:07** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:01. Upon receipt of a written request, the Employer, at its sole discretion, will consider a carry over of a vacation from one year to the following year.
- 16:08** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.
- 16:09** Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 16:07.
- 16:10** Vacation entitlement will be payable at the employee's regular rate of pay.
- 16:11** 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 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 her duties in a satisfactory fashion.
- 17:02** Salaries shall be paid bi-weekly to each employee in accordance with his grade listed in Schedule “A”.
- 17:03** (a) Individual salary increases resulting from the wage schedule shall be implemented on the employee’s increment date. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave.
- (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.
- 17:04** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid sixty-five cents (\$0.65) per hour for hours so assigned.
- 17:05** An employee assigned, in writing by the Employer, to temporarily relieve or replace an employee whose position is outside of the bargaining unit will be paid eighty cents (\$0.80) per hour above their existing rate of pay.
- 17:06** Transportation
- (a) An employee required to return to the facility/site on a callback as referenced in Article 13:05 will have:

- (i) Return transportation provided by the Employer; or
 - (ii) Reimbursement in accordance with the Province of Manitoba mileage rates if she uses her own car.
- (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 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 18 - Premiums

- 18:01** (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
- (b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.
- 18:02** Shift premium and weekend premium will not be payable while an employee is off duty for any reason;
- 18:03** 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.
- 18:04** Effective April 1, 2009 or date of ratification, whichever occurs later, 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.

Article 19 - Terminations

19:01 An employee may terminate her employment with the Facility by giving the following 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.

19:02 Employment may be terminated by the Employer with written notice provided as follows:

<u>Period of Employment</u>	<u>Notice Period</u>
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 just cause.

19:03 The Employer may deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

19:04 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.

19:05 An employee may, with approval of the Employer, withdraw notice of resignation at any time before the resignation becomes effective.

Article 20 - Special Provisions Re: Part-time Employees

- 20:01** (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 ward or 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, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (c) 1. Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked.
2. Additional hours worked by a part-time employee shall be included in the determination of seniority.
3. Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 20:07.
4. When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3.04 ("TERM POSITION"), she shall be entitled to income protection benefits and bereavement leave.
- (d) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

20:02 Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular hours worked. Without limiting the generality of the forgoing, the following provisions shall apply.

20:03 Income Protection in Case of Illness

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

<u>Hours Paid at Regular Rate of Pay</u>	X	Entitlement of a Full-time
Full-time hours		Employee

20:04 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 20:01 (c) (1).

20:05 Annual Vacations

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

<u>Hours Paid at Regular Rate of Pay</u>	X	Entitlement of a Full-time
Full-time hours		Employee

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

Vacation accrual for employees will be based on calendar years of service.

20:06 General Holidays

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

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

20:07 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 12.

20:08 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).

20:09 Bereavement Leave

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

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

- (b) Bereavement leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) 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.
- (e) The time off referenced to in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (f) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as pallbearer or mourner based on operational requirements. Additional travel time shall not be compensated as per Article 20.09 (b).

20:10 Compassionate Care Leave

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

- (A) An employee must have completed at least thirty (30) days of employment of the intended date of leave.
- (B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (D) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (E) A family member for the purpose of this Article shall be defined as ;
 - (1) a spouse or common-law partner of the employee;
 - (2) a child of the employee or a child of the employee's spouse or common-law partner;
 - (3) a parent of the employee or 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.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (G) Seniority shall accrue as per Article 8:03 (c) and 8:05 (d).
- (H) Subject to the provisions of Article 15:11, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (I) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 11:04 and 20:09.

Article 21 - Committees

- 21:01** 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.
- 21:02** 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 employees' Union, and the Employer may, at any time, have a representative present.

- 21:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.
- 21:04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The parties agree that it is within the jurisdiction of the Labour Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

Article 22 - Retirement Bonus

- 22:01** Employees retiring in accordance with the following:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
 - (iv) employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80);

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

- 22:02** 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.
- 22:03** Employees retiring in accordance with the conditions of Article 22:01 shall be granted retirement bonus as specified on the following basis.
Calculations will be based on the following formula:
- $$\frac{\text{Total Paid Hours Actually Worked from Date of Hire}}{\text{Full-time Hours}} \times \text{Four (4) days}$$
- 22:04** 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.
- 22:05** (a) 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.
- (b) In the case of employee whose services are terminated as a result of death, the retirement bonus shall be paid to their estate.
- 22:06** Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

Article 23 - Employee Benefit Plan

- 23:01** The Employer agrees to continue to participate in Plans under the terms of the master contract(s) and similar to the present benefit plans now provided for in the Healthcare employees' Benefits document, and to continue the present contribution levels unless other arrangements are mutually agreed to between the Employer and the Union.

These benefits are as follows:

Blue Cross Dental and Health Plan
 Long-Term Disability
 Life Insurance
 Accidental Death & Dismemberment
 Family Insurance
 Pension Plan

Extended Health Care Plan:

- Apr 1/09 - "Extended Health Care Plan" - "Enhanced" Plan - 50 / 50 - Employee / Employer Paid:
- Jan 1/09 to Mar 31/09 - 3-Month Enrollment period - to allow Employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage.
- Employees not previously in Plan - may revisit status - and - either opt into ("Enhanced") Plan or remain out.
- Any other enrollment changes will be as per the HEBP Plan text.
- Employees previously in the "Enhanced" Plan - must remain in the ("Enhanced") Plan.
- Mar 31/09 - "Extended Health Care Plan" - "Basic" Plan - and "Basic" coverage will end.
- Apr 1/09 - "Extended Health Care Plan" - "Enhanced" Plan - 50 / 50 - Employee / Employer Paid - will commence - and - apply to all enrolled in same.
- Apr 1/09 - All new Employees - hired on or after Apr 1/09 - will be required to participate in "Enhanced" Plan.

Health Spending Account - HSA:

- A Health Spending Account will be implemented commencing Apr 1/10 as follows:
- Apr 1/10 - "HSA" = \$250 Yr Full-Time / \$125 Yr Part-Time - Employer Paid.

- Apr 1/11 - "HSA" = \$500 Yr Full-Time / \$250 Yr Part-Time - Employer Paid.
- HSA Eligibility - In order to be eligible for HSA coverage - Employee must be enrolled in the "Extended Health Care Plan" - "Enhanced" Plan.
- Full-Time (FT) HSA Coverage - will apply to Employees who are paid 1,500-hours or more per calendar year at straight time rates of pay.
- Part-Time (PT) HSA Coverage - will apply to Employees who are paid less than 1,500 hours per calendar year at straight time rates of pay.
- Year - will be defined as the period January 1 to December 31.
- In the subsequent Year, HSA coverage (FT or PT) will be based on the Employee's regular paid hours (excluding OT) in the previous Year.
- HSA Coverage / New Employees / Hired on or after Apr 1/10 (commencement date of HSA) - All new Employees hired on or after Apr 1/10 will commence HSA coverage following 1-Year of participation in the "Enhanced" Extended Health Care Plan.
- A "Health Spending Account" - HSA - is an Employee Benefit - whereby an "Account" - made up of a fixed sum of money per Employee / Year - is set up - from which the Employee may draw
 -
 - 1. To subsidize the benefit levels as set out in the Extended Health Benefit Plan and the HEBP Dental Plan.
 - 2. Note - HSA monies are not "rolled over" from Year-to-Year.

Joint Implementation Committee:

- A "Joint Implementation Committee" (Employer-5 members and MCHCU-5 members) - will be struck to oversee the implementation of the New Benefits set out in paragraph 2 herein.
- The "Committee" will be put into place by Jan 1/09 and will remain in place until Apr 1/09 - or longer period as may be mutually agreed between the parties.

The purpose of the "Committee" will be to advise and assist in the implementation of the New Benefits.

23:02 Disability and Rehabilitation Plan

The Disability and Rehabilitation Plan with benefit levels, as determined by the HEBP Board of Trustees, shall continue to be implemented for all eligible employees.

The Employer will contribute to a maximum of two point three percent (2.3%) of base salary to fund the Provincial Disability and Rehabilitation Plan.

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.

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.

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

23:03 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.

23:04 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

Article 24 - Changes in Classification

- 24:01** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 24:02** Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 24:03** If the Union files written objection, as per Article 24:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 24:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.
- 24:05** At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification if she feels that the duties of the job have substantially changed from those of the classification job description.

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

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

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

Article 25 - Contracting Out

- 25:01** No employee shall be laid off as a result of contracting out.

Article 26 - Duration

- 26:01** (a) This Agreement shall be in full force and effect from the 14th day of March, 2008 until the 31st 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 (fourteen [14] days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.
- 26:02** Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 26:03** This Agreement may be amended during its term by mutual agreement.
- 26:04** 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 27 - Union Representation

- 27:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 27:02** 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.

27:03 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 three (3) representatives. The number of employees granted leave from any one department shall be two (2). A third representative shall be granted leave subject to operational requirements. Such requests shall not be unreasonably denied.

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

27:04 Union local officers and stewards, with their respective Supervisor(s) permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such union activities shall be conducted during off duty hours.

Article 28 – Respectful Workplace

28:01 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.

28:02 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.

28:03 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.

Article 29 - Bulletin Boards

29:01 A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the designated Administrative Officer and is subject to his/her approval.

Article 30 - Discharge, Suspension, Discipline and Access to Personnel Files

30:01 An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.

30:02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if she so desires.

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

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

- 30:03** 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.
- 30:04** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.
- 30:05** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 30:04 of the Collective Agreement.
- 30:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- 30:07** 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 she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

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

Article 31 – Maintenance Staff

Intentionally left blank to remain consistent with Central Agreement numbering.

Article 32 - Standby

- 32:01** An employee who is designated in writing by the Employer to be on standby shall be entitled for payment of one (1) hours 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 eight (8) hour period or a pro rata payment for any portion

Standby allowance shall not be paid during any time during which an employee is actually called back to work.

- 32:02** Employees who are called out to work while on standby shall receive compensatory time off based on the overtime provision of Article 13 of this Agreement. Should the Employer and the employee not reach a mutual agreement as to when the time off shall be taken the employee shall be paid out such overtime. Both the Employer and the employee shall exercise reasonableness when determining such time off.

Article 33 - Storm/Disaster Pay

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

Article 34 - Education Leave

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

Article 35- Job Descriptions

- 35:01** The Employer shall provide to the Union a copy of all job descriptions within ninety (90) days of the signing of this Agreement.

The Employer shall provide each employee a copy of their job description at the time of hire or orientation.

- 35:02** Should changes be made to the job description during the life of the agreement, copies of the new job description shall be provided to the employee and the Union at the time the changes are made.

Article 36 - Loss Of or Damage to Personal Effects

- 36:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for replacement of same.
- 36:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 36:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

Article 37-Health and Safety

37:01 The Employer shall in accordance with the objects and purposes of the Workplace Safety and Health Act:

- a) Ensure so far as is reasonably practicable, the safety, health, and welfare at work of all workers; and
- b) Comply with the Workplace Safety and Health Act and Regulations.

37:02 It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.

37:03 A joint Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established within each facility to examine all aspects of safety and health measures within the facility. The joint Safety and Health Committee shall hold meetings at least quarterly for jointly considering, monitoring, inspecting, investigating, and reviewing safety and health conditions and practices within in the site. The duties of the committee include:

- (a) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of workers;
- (b) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
- (c) The development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measures;
- (d) Co-operation with the occupational health service, if such a service has been established within the workplace;
- (e) Co-operation with a safety and health officer exercising duties under this Act or the regulations;
- (f) The development and promotion of programs for education and information concerning safety and health in the workplace;
- (g) The making of recommendations to the employer or prime contractor respecting the safety and health of workers;
- (h) The inspection of the workplace at regular intervals;
- (i) The participation in investigations of accidents and dangerous occurrences at the workplace;
- (j) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
- (k) Such other duties as may be specified in this Act or prescribed by regulation.

Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, posted on the Safety and Health bulletin boards, and supplied to the Workplace Safety and Health Division. Recommendations for corrective actions shall be referred, in writing, to the CEO or designate and a response shall be provided to the Workplace Safety and Health Committee within 30 days.

37:04 The Employer and the Union agree that harassing and violent behavior shall not be condoned in the workplace and is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

(a) When the Employer is aware that a resident/patient has a history of aggressive behavior the Employer will make such information available to employees who provide service to those residents.

(b) Where such a program does not exist, the Employer shall develop an Aggressive Resident/Patient Conduct Program. Prior to implementing such a program, the Employer shall receive a recommendation from the Safety and Health committee. Such a program will include instruction and dissemination of information:

37:05 The Employer shall provide information and preventative measures for those employees in contact with known infectious diseases where medically necessary to protect the employee or other residents.

37:06 An employee may refuse to perform particular work where the employee has reasonable grounds to believe and does believe that the work is dangerous to his/her safety or health or the safety or health of another worker or another person. Where the employee refuses particular work, he/she shall immediately report the refusal and reasons therefore to his/her immediate supervisor. The Employer shall ensure that employees subsequently asked to perform this work are made aware of the original refusal. The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

Should any provisions of this Article be or become inconsistent with the applicable legislation, the legislation will supersede.

Article 38- Overpayments

38:00 The Employer shall not make deduction 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 discover, 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.

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 the 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 _____ day of _____, 2009.

On Behalf of River Park Gardens
Government
Personal Care Home

On Behalf of the Manitoba
and General Employees' Union

On Behalf of River Park Gardens
Government
Personal Care Home

On Behalf of the Manitoba
and General Employees' Union

Schedule "A"

Effective April 1, 2008
Rates include a 2.15% increase.

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
15	Food Service Attendant	2015	Hourly	12.911	13.298	13.697	14.108	14.532	14.967
			Monthly	2,167.93	2,232.94	2,300.00	2,368.96	2,440.14	2,513.21
			Annual	26,015.14	26,795.24	27,600.05	28,427.49	29,281.70	30,158.54
23	Cook	2015	Hourly	15.892	16.370	16.861	17.367	17.887	18.424
			Monthly	2,668.62	2,748.72	2,831.22	2,916.13	3,003.61	3,093.66
			Annual	32,023.38	32,984.62	33,974.67	34,993.54	36,043.29	37,123.90
28	Housekeeping Attendant	2015	Hourly	12.911	13.298	13.697	14.108	14.532	14.967
			Monthly	2,167.93	2,232.94	2,300.00	2,368.96	2,440.14	2,513.21
			Annual	26,015.14	26,795.24	27,600.05	28,427.49	29,281.70	30,158.54
35	Laundry Attendant	2015	Hourly	12.911	13.298	13.697	14.108	14.532	14.967
			Monthly	2,167.93	2,232.94	2,300.00	2,368.96	2,440.14	2,513.21
			Annual	26,015.14	26,795.24	27,600.05	28,427.49	29,281.70	30,158.54
42	Health Care Aide	2015	Hourly	15.202	15.659	16.128	16.612	17.110	17.624
			Monthly	2,552.66	2,629.34	2,708.24	2,789.37	2,873.08	2,959.35
			Annual	30,631.96	31,552.03	32,498.85	33,472.44	34,476.90	35,512.24
45	Recreation Facilitator	2015	Hourly	14.771	15.291	15.738	16.245		
			Monthly	2,480.28	2,567.59	2,642.71	2,727.79		
			Annual	29,763.34	30,811.03	31,712.57	32,733.50		
47	Rehab Assistant	2015	Hourly	15.202	15.659	16.128	16.612	17.110	17.624
			Monthly	2,552.66	2,629.34	2,708.24	2,789.37	2,873.08	2,959.35
			Annual	30,631.96	31,552.03	32,498.85	33,472.44	34,476.90	35,512.24
73A	Accounts Payable/Receivable Clerk	1950	Hourly	15.202	15.659	16.128	16.612	17.110	17.624
			Monthly	2,552.66	2,629.34	2,708.24	2,789.37	2,873.08	2,959.35
			Annual	30,631.96	31,552.03	32,498.85	33,472.44	34,476.90	35,512.24
104	Cashier Receptionist	1950	Hourly	15.202	15.659	16.128	16.612	17.110	17.624
			Monthly	2,470.32	2,544.52	2,620.88	2,699.39	2,780.40	2,863.89
			Annual	29,643.83	30,534.22	31,450.50	32,392.68	33,364.74	34,366.68

Schedule "A"

Effective Date of Ratification

Rates include 2.9% increase

*Rates include standardization to April 1, 2008

Scale

**Rates include standardization to April 1, 2007

Scale

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
15	Food Service Attendant	2015	Hourly	13.285	13.684	14.095	14.517	14.953	15.401
			Monthly	2,230.80	2,297.69	2,366.70	2,437.66	2,510.91	2,586.09
			Annual	26,769.58	27,572.30	28,400.45	29,251.89	30,130.87	31,033.14
23	Cook	2015	Hourly	16.353	16.844	17.350	17.870	18.406	18.958
			Monthly	2,746.00	2,828.43	2,913.33	3,000.70	3,090.71	3,183.37
			Annual	32,952.06	33,941.17	34,959.94	36,008.35	37,088.54	38,200.50
28	Housekeeping Attendant	2015	Hourly	13.285	13.684	14.095	14.517	14.953	15.401
			Monthly	2,230.80	2,297.69	2,366.70	2,437.66	2,510.91	2,586.09
			Annual	26,769.58	27,572.30	28,400.45	29,251.89	30,130.87	31,033.14
35	Laundry Attendant	2015	Hourly	13.285	13.684	14.095	14.517	14.953	15.401
			Monthly	2,230.80	2,297.69	2,366.70	2,437.66	2,510.91	2,586.09
			Annual	26,769.58	27,572.30	28,400.45	29,251.89	30,130.87	31,033.14
42	Health Care Aide	2015	Hourly	15.643	16.113	16.596	17.093	17.606	18.135
			Monthly	2,626.69	2,705.59	2,786.78	2,870.26	2,956.39	3,045.17
			Annual	31,520.28	32,467.03	33,441.32	34,443.14	35,476.73	36,542.09
45	Recreation Facilitator *	2015	Hourly	15.643	16.112	16.596	17.094	17.606	18.135
			Monthly	2,626.73	2,705.53	2,786.70	2,870.30	2,956.41	3,045.10
			Annual	31,520.79	32,466.42	33,440.41	34,443.62	35,476.93	36,541.24
47	Rehab Assistant	2015	Hourly	15.643	16.113	16.596	17.093	17.606	18.135
			Monthly	2,626.69	2,705.59	2,786.78	2,870.26	2,956.39	3,045.17
			Annual	31,520.28	32,467.03	33,441.32	34,443.14	35,476.73	36,542.09

73A	Accounts Payable/Receivable Clerk **	2015	Hourly	16.103	16.586	17.084	17.596	18.124	18.668
			Monthly	2,703.95	2,785.07	2,868.62	2,954.68	3,043.32	3,134.62
			Annual	32,447.36	33,420.78	34,423.40	35,456.11	36,519.79	37,615.38
104	Cashier Receptionist	1950	Hourly	15.643	16.113	16.596	17.093	17.606	18.135
			Monthly	2,541.96	2,618.31	2,696.88	2,777.67	2,861.03	2,946.94
			Annual	30,503.50	31,419.71	32,362.57	33,332.07	34,332.32	35,363.32

Schedule "A"

Effective April 1, 2009

Rates include 2.9% increase (plus wage standardization where applicable)

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
15	Food Service Attendant	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
23	Cook	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
28	Housekeeping Attendant	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
35	Laundry Attendant	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	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
45	Recreation Facilitator	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
47	Rehab Assistant	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

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
73A	Accounts Payable/Receivable Clerk	1950	Hourly	17.417	17.940	18.478	19.032	19.603	20.191
			Monthly	2,924.61	3,012.34	3,102.71	3,195.79	3,291.67	3,390.42
			Annual	35,095.26	36,148.12	37,232.56	38,349.54	39,500.03	40,685.03
104	Cashier Receptionist	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
			Annual	30,876.51	31,802.80	32,756.89	33,739.60	34,751.78	35,794.34

Schedule "A"

Effective April 1, 2010
Rates include 2.9% increase

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
15	Food Service Attendant	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
23	Cook	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
28	Housekeeping Attendant	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
35	Laundry Attendant	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	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
45	Recreation Facilitator	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
47	Rehab Assistant	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
73A	Accounts Payable/Receivable Clerk	1950	Hourly	17.922	18.460	19.014	19.584	20.171	20.777
			Monthly	3,009.42	3,099.70	3,192.69	3,288.47	3,387.13	3,488.74
			Annual	36,113.02	37,196.41	38,312.31	39,461.68	40,645.53	41,864.89
104	Cashier Receptionist	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

Schedule "A"

Effective April 1, 2011
Rates include 2.9% increase

Stand. Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
15	Food Service Attendant	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
23	Cook	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
28	Housekeeping Attendant	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
35	Laundry Attendant	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	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
45	Recreation Facilitator	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
47	Rehab Assistant	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
73A	Accounts Payable/Receivable Clerk	1950	Hourly	18.442	18.995	19.565	20.152	20.756	21.379
			Monthly	3,096.69	3,189.59	3,285.28	3,383.84	3,485.35	3,589.91
			Annual	37,160.30	38,275.11	39,423.36	40,606.06	41,824.25	43,078.97
104	Cashier Receptionist	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

Schedule “B”

Departments for Purposes of this Agreement

1. **Nursing**
2. **Food Services**
3. **Laundry/Linen**
4. **Housekeeping**
5. **Recreation**
6. **Rehabilitation**
7. **Business Office**

Letter of Understanding

between

River Park Gardens Personal Care Home
(The Employer)

and

Manitoba Government and General Employees' Union
(Health Care Support Services)

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;

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Step 5</u>				

**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 through placement. Illustration of step placement provided in Example 1.**
 - (d) 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

Current Range:		Start	Step 1	Step 2	Step 3	Step 4
	↓	↓	↓	↓	↓	↘
New Range:	Start	1 Year	2 Year	3 Year	4 Year	5 Year

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

Current Range:		Start	Step 1	Step 2	Step 3
	↓	↓	↓	↓	↘
New Range:	Start	1 Year	2 Year	3 Year	4 Year
					5 Year

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

Current Range:		Start	Step 1	Step 2	Step 3	Step 4	Step 5
	↓	↓	↓	↓	↓	↓	
New Range:	Start	1 Year	2 Year	3 Year	4 Year	5 Year	

Example 4

Current Range:		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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New Range: ↓ ↓ ↓ ↓ ↓ ↓ ↙
 Start 1 Year 2 Year 3 Year 4 Year 5 Year

Applicable to the following Regions/Facilities:

- North Eastman Health**
- South Eastman Health**
- Ste. Rose Hospital**
- 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 15 day of June, 2009.




On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

River Park Gardens Personal Care Home
(The Employer)

and

Manitoba Government and General Employees' Union
(Health Care Support Services)


Re: Expanded Staff Mobility

The parties agree to participate in a multi-union, multi-employer committee to discuss expanding the scope of the current staff mobility agreement in order to facilitate the movement of staff within and across the acute, long term, and community health care sectors as required to address systemic needs.

Signed this 15 day of June, 2009.



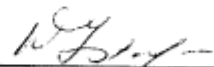
On Behalf of River Park Gardens
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On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
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Letter of Understanding

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River Park Gardens Personal Care Home
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(Health Care Support Services)

Re: Representational Aboriginal Workforce

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations;
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced

orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 15 day of June, 2009.




On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of River Park Gardens
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River Park Gardens Personal Care Home
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Manitoba Government and General Employees' Union
(Health Care Support Services)


Re: Civil Liability

Upon written request from the Union, the Employer will meet with the bargaining unit representatives to outline current civil liability coverage for M.G.E.U. employees.

Signed this 15 day of June, 2009.



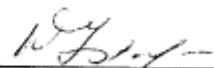
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Re: Provincial Facility Support Sector Advisory Committee

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.

Signed this 15 day of June, 2009.



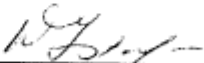
On Behalf of River Park Gardens
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On Behalf of the Manitoba Government
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On Behalf of River Park Gardens
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On Behalf of the Manitoba Government
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Letter of Understanding

between

River Park Gardens Personal Care Home
(The Employer)

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Manitoba Government and General Employees' Union
(Health Care Support Services)

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.

Signed this 15 day of June, 2009.



On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of River Park Gardens
Personal Care Home



On Behalf of the Manitoba Government
and General Employees' Union