

# **Collective Agreement**

*between*

**St. Amant**

**(Physical Plant)**

*and*

**Manitoba Government and General Employees' Union**

**April 1, 2008 - March 31, 2012**

## Table of Contents

Article 1	Scope of Recognition .....	1
Article 2	Management Rights.....	1
Article 3	Definitions .....	1
Article 4	Union Security and Dues Check-Off.....	4
Article 5	Technological Change.....	5
Article 6	Grievance Procedure .....	6
Article 7	Arbitration Procedure.....	7
Article 8	Seniority .....	8
Article 9	Vacancies, Promotions and Transfers .....	9
Article 10	Layoff and Recall .....	11
Article 11	Leave of Absence .....	12
Article 12	Hours of Work.....	19
Article 13	Overtime.....	20
Article 14	Standby .....	21
Article 15	General Holidays .....	22
Article 16	Income Protection .....	23
Article 17	Annual Vacation .....	26
Article 18	Salaries and Increments .....	28
Article 19	Premiums.....	29
Article 20	Terminations .....	30
Article 21	Special Provisions Re: Part-time Employees .....	30
Article 22	Committees .....	33
Article 23	Retirement Bonus.....	33
Article 24	Employee Benefits .....	34
Article 25	Changes In Classifications.....	36

<b>Article 26</b>	<b>Sub-Contracting</b> .....	<b>36</b>
<b>Article 27</b>	<b>Duration</b> .....	<b>37</b>
<b>Article 28</b>	<b>Union Representation</b> .....	<b>38</b>
<b>Article 29</b>	<b>Non-Discrimination</b> .....	<b>38</b>
<b>Article 30</b>	<b>Bulletin Boards</b> .....	<b>39</b>
<b>Article 31</b>	<b>Discharge, Suspension, Discipline and Access to Personnel Files</b> .....	<b>39</b>
<b>Article 32</b>	<b>Miscellaneous</b> .....	<b>40</b>
<b>Article 33</b>	<b>Health and Safety</b> .....	<b>40</b>
<b>Article 34</b>	<b>Overpayments</b> .....	<b>40</b>
<b>Article 35</b>	<b>Emergencies and Disasters</b> .....	<b>41</b>
	<b>Letter of Understanding - Standby Related to New Boiler System</b> .....	<b>43</b>
	<b>Memorandum of Agreement Disability and Rehabilitation</b> .....	<b>44</b>
	<b>Letter of Understanding Job Descriptions</b> .....	<b>45</b>
	<b>Letter of Understanding Income Protection</b> .....	<b>46</b>
	<b>Letter of Understanding Market Adjustments</b> .....	<b>47</b>
	<b>Memorandum of Understanding Retroactive Pay</b> .....	<b>48</b>
	<b>Memorandum of Understanding Pension or Benefit Plan Improvements</b> .....	<b>49</b>
	<b>Schedule "A" - Wages</b> .....	<b>50</b>

## Alphabetical Table of Contents

<b>Article 17</b>	<b>Annual Vacation.....</b>	<b>26</b>
<b>Article 7</b>	<b>Arbitration Procedure.....</b>	<b>7</b>
<b>Article 30</b>	<b>Bulletin Boards .....</b>	<b>39</b>
<b>Article 25</b>	<b>Changes In Classifications .....</b>	<b>36</b>
<b>Article 22</b>	<b>Committees.....</b>	<b>33</b>
<b>Article 3</b>	<b>Definitions .....</b>	<b>1</b>
<b>Article 31</b>	<b>Discharge, Suspension, Discipline and Access to Personnel Files...39</b>	
<b>Article 27</b>	<b>Duration .....</b>	<b>37</b>
<b>Article 35</b>	<b>Emergencies and Disasters.....</b>	<b>41</b>
<b>Article 24</b>	<b>Employee Benefits .....</b>	<b>34</b>
<b>Article 15</b>	<b>General Holidays .....</b>	<b>22</b>
<b>Article 6</b>	<b>Grievance Procedure .....</b>	<b>6</b>
<b>Article 33</b>	<b>Health and Safety .....</b>	<b>40</b>
<b>Article 12</b>	<b>Hours of Work .....</b>	<b>19</b>
<b>Article 16</b>	<b>Income Protection .....</b>	<b>23</b>
<b>Article 10</b>	<b>Layoff and Recall .....</b>	<b>11</b>
<b>Article 11</b>	<b>Leave of Absence .....</b>	<b>12</b>
<b>Article 2</b>	<b>Management Rights.....</b>	<b>1</b>
<b>Article 32</b>	<b>Miscellaneous.....</b>	<b>40</b>
<b>Article 29</b>	<b>Non-Discrimination.....</b>	<b>38</b>
<b>Article 34</b>	<b>Overpayments .....</b>	<b>40</b>
<b>Article 13</b>	<b>Overtime.....</b>	<b>20</b>
<b>Article 19</b>	<b>Premiums.....</b>	<b>29</b>
<b>Article 23</b>	<b>Retirement Bonus .....</b>	<b>33</b>
<b>Article 18</b>	<b>Salaries and Increments .....</b>	<b>28</b>
<b>Article 1</b>	<b>Scope of Recognition.....</b>	<b>1</b>
<b>Article 8</b>	<b>Seniority .....</b>	<b>8</b>
<b>Article 21</b>	<b>Special Provisions Re: Part-time Employees.....</b>	<b>30</b>
<b>Article 14</b>	<b>Standby .....</b>	<b>21</b>
<b>Article 26</b>	<b>Sub-Contracting .....</b>	<b>36</b>
<b>Article 5</b>	<b>Technological Change.....</b>	<b>5</b>
<b>Article 20</b>	<b>Terminations .....</b>	<b>30</b>

<b>Article 28</b>	<b>Union Representation .....</b>	<b>38</b>
<b>Article 4</b>	<b>Union Security and Dues Check-Off.....</b>	<b>4</b>
<b>Article 9</b>	<b>Vacancies, Promotions and Transfers .....</b>	<b>9</b>
	<b>Letter of Understanding - Standby Related to New Boiler System .....</b>	<b>43</b>
	<b>Memorandum of Agreement Disability and Rehabilitation .....</b>	<b>44</b>
	<b>Letter of Understanding Job Descriptions.....</b>	<b>45</b>
	<b>Letter of Understanding Income Protection .....</b>	<b>46</b>
	<b>Letter of Understanding Market Adjustments.....</b>	<b>47</b>
	<b>Memorandum of Understanding Retroactive Pay .....</b>	<b>48</b>
	<b>Memorandum of Understanding Pension or Benefit Plan Improvements .....</b>	<b>49</b>
	<b>Schedule "A" - Wages.....</b>	<b>50</b>

## **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 is a Christian organization whose 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 Certificate No. MLB 5781, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".
- 1:02** Employees whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for experimentation, installation of new equipment, instruction, or for resolving emergencies.

### **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 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.

### **Article 3 Definitions**

- 3:01** An "employee" is a person employed by the Employer and covered by this Agreement.

- 3:02** A “full-time” employee is one who regularly works the hours specified in Article 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 reoccurring basis.
- 3:04** A “term position” shall be for a specific time period or until completion of a particular project within a specific area, of a minimum duration of three (3) months and a maximum duration of fifty four (54) weeks. 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 part-time employees may apply for the term position. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of the filling of the last position posted, shall be offered to part-time employees in accordance with Article 21:11. 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 his 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 21:11 and 13:05 shall apply, wherever possible. An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

In case an employee on maternity or parental leave wants to exercise his right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11:02 (d), the Employer shall state on the job postings 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 pay period, whichever is longer. Any term position directly resulting from the filling of such a term position will be posted in the same manner.

- 3:05** All new full-time employees shall be on probation for 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) months and a minimum of three hundred (300) worked hours 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** The words “casual employee” shall mean either full-time or part-time employees temporarily employed to replace absent, sick or vacationing employees.
- (a) Casual employees shall be paid for their initial orientation shifts which they attended as follows:
- (i) Subject to (ii) below, casual employees shall receive payment for two (2) orientation shifts following the completion of every two (2) shifts worked.
- (ii) Should the above-noted casual employee obtain a permanent full-time or part-time position, he shall be paid his outstanding orientation pay at regular rates on his first pay cheque subsequent to commencing the said position.
- (iii) A casual employee not offered a sufficient number of shifts to satisfy (i) within four (4) weeks following the conclusion of the orientation period shall be paid for all outstanding orientation time.
- (b) **A casual employee shall be paid five percent (5%) of their total wages in the four (4) week period immediately before the holiday. Overtime is not included in this calculation.**
- 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 St. Amant.
- 3:09** The word “Union” shall mean the Manitoba Government and General Employees’ Union.
- 3:10** The word “promotion” shall mean a change from one classification to another classification with a higher maximum rate of pay.
- 3:11** The word “demotion” shall mean a change from one classification to another classification with a lower maximum rate of pay.

- 3:12** The word “transfer” shall mean a change by an employee from one classification to another classification with the same pay rate 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 to the Union the home address of all employees at the time of the dues remission except where the employee provides written direction to the Employer not to provide their address to a 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 above provision shall not apply to employees who have taken the vow of poverty.

The MGEU Physical Plant Local shall be granted up to fifteen (15) minutes during the general orientation program to acquaint the employees with the Union and distribute a copy of the Collective Agreement and membership applications to new employees falling within the scope of the Collective Agreement. The Employer has the right to be present during this time period.

## **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 his job as a result of the technological change shall be given an opportunity to fill any vacancy for which he has seniority and for which he has the qualifications and ability to perform. If there is no vacancy, he 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 operation 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 a dismissal, suspension, or demotion shall be initiated at Step Two.

## **Article 7 Arbitration Procedure**

- 7:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 7:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) 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 of 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 Physical Plant Local to the last time his name appears on the payroll.

**8:02** In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon 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;
- (e) is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or **Disability and Rehabilitation benefits** 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 absent employee in an out of scope position.

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

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or LTD for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out-of-scope position;
- (e) is in a term in an out of scope position.

**8:07** A seniority roster of all employees indicating the total institutional hours since the date of entry into the service of the Employer, in the Physical Plant Local shall be prepared by the Employer at an effective date of December 31st of each year. This roster will be posted on the employees' bulletin board no later than February 28th of each year. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

## **Article 9 Vacancies, Promotions and Transfers**

- 9:01**
- (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least seventy-two (72) hours. Such postings shall 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.
  - (b) In the event that an employee's days off extend beyond the seventy-two (72) hours as specified in (a) above, he shall have the right to submit his application for a posted position on the first day of his 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 he has submitted the prescribed application form prior to his 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 he be awarded any of the positions for which he applied, he shall not have the right to file a grievance with respect to other positions for which he applied and expressed lower preference.
- (e) An employee on leave of absence or income protection shall be considered for a promotion or transfer along with other applicants, provided that, during such absence, the employee advises the Human Resources Department of his request for promotion or transfer, by telephone during normal business hours, and the employee shall provide written confirmation of his request within 24 hours.

**9:02** As per the posting provisions contained in Article 9:01, within five (5) working days the Employer will select the person for the position and will post his name in the same location where the position was previously posted, providing there are qualified applicants as per Article 8:02.

- 9:03**
- (a) All promotions and voluntary transfers are subject to a three (3) month trial period and a minimum of one hundred and fifty worked hours, and if the Employer finds the employee to be unsatisfactory in his new position during this trial period, he shall be returned to his 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. The trial period may be extended by an equal amount of time.
  - (b) Conditional upon satisfactory performance, he shall be declared permanent after the trial period.

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

- (a) The new salary will be the rate of his new job title which is next higher to his rate on his former job title. Additional credit will be given for hours previously worked in the new position as a full-time, part-time or term employee.
- (b) Subject to Article 18:03, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours worked, as per Article 12.

**9:05** Where an employee is demoted from a position in a higher classification to a position in a lower classification, he shall be placed on the same increment step of the lower classified position as that he attained in the higher classified position.

- 9:06** Employees with less than six (6) months service in a given position will be eligible for promotion or transfer solely at the discretion of the Employer. This will not prevent non-probationary employees from being eligible for vacancies with a higher rate of pay or with a greater number of hours.

## **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 classifications. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower classification 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 EFT status and equal or lower paid occupational classifications 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. When recalling a laid off employee, the Employer will take into consideration the two (2) week notice period required by the Employment Standards Code.
- 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** Notwithstanding Article 21:11, 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, before part-time and casual employees, provided he possesses the qualifications, basic training 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 cannot exceed the employee's EFT prior to layoff. Such available shifts shall be distributed on an 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 21:04 and shall be paid at the prevailing rate for the employee on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay.
- (b) income protection accumulation shall be calculated as follows:
 

Additional available	
<u>hours worked by the laid off employee</u>	X
Full-time hours	Entitlement of a Full-time employee
- (c) the employee shall be paid **four point six two percent (4.62%)** of the basic rate of pay in lieu of time off on Recognized General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.
- (d) participation in benefit plans is subject to the provisions of each plan.
- (e) seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

## 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.

**(a)** Maternity/Parental Leave

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:

- (i) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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 set out in Article 16:02 (b).

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect his 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 16:02 (b).

**(b) Plan B**

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

**1. In order to qualify for Plan B, a pregnant employee must:**

- (a) Have completed six (6) continuous months of employment with the employer;**
  - (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;**
  - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;**
  - (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.**
- 2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:**
  - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and**
  - (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and**
  - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.**
- 3. An employee who qualifies is entitled to a maternity leave consisting of:**
  - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 11:02(b)(1)(c),**
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the**

**actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 11:02(b)(1)(c).**

- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.**
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:**
    - (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;**
    - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.**
    - (c) All other time as may be provided under this article shall be on a leave without pay basis.**
  - 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.**
  - 6. Plan B does not apply to temporary employees.**
  - 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.**

**Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.**

- (c) Parental Leave - Paternity**

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

  - (i) He becomes the natural father of a child and assumes actual care and custody of his child.**
  - (ii) He has completed six (6) months employment as of the date of the intended leave.**

(iii) 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.

(iv) Parental Leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(d) Parental Leave - Adoption

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

(i) An employee must adopt a child under the laws of the Province.

(ii) An employee may commence Adoption Leave upon one (1) day's 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.

(iii) An employee has completed six (6) months employment as of the date of the intended leave.

(iv) 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.

(v) 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 16:02 (b), provided the full provisions of 11:02 (a) (v) is not utilized.

An employee may end his parenting leave earlier by giving the Employer written notice at least two (2) weeks, or one 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 his former classification and shift schedule at the same increment step on the same salary scale.

**11:03 Bereavement Leave**

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

- 11:04** (a) Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 11:03 (b) above.
- (b) **The time off referenced 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."**

Other Leave**11:05 Compassionate Care Leave**

**An employee shall be entitled to 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, totalling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty six (26) weeks from:
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one(1) or more family members. The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
  - (1) a spouse or common-law partner of the employee;
  - (2) a child of the employee or a child of the employee's spouse or common-law partner;
  - (3) a parent of the employee or spouse or common-law partner of the parent;
  - (4) any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 8:03 (c) and 8:05 (d).
- (h) Subject to the provisions of Article 16:02, 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 11:03 and 21:09.**

- 11:06** 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.
- 11:07** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during his leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least seven (7) days advance notice of request for such leave will be given by the employee or the Union.

## **Article 12 Hours of Work**

- 12:01** Regular hours of work for all 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; and
  - (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.
- 12:03** A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three and one-half ( $3 \frac{1}{2}$ ) 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** 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. Mutual agreement is deemed to include the Manager/Coordinator or designate, and the affected employees.

- 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 shift;
  - (b) the shift commencing at or about 0730 hours shall be considered the second shift;
  - (c) the shift commencing at or about 1530 hours shall be considered the third 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 Manager/Coordinator or designate and shall not result in overtime costs to the facility.
- 12:08** Except for training purposes or evaluation 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.

### **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 (1 ½ x) the basic rate of pay for the first two (2) overtime hours worked and double time (2x) for all overtime hours worked thereafter.
- 13:02** All overtime worked on a general holiday shall be paid at two and one half times (2 ½ x) the employee's basic rate of pay.
- 13:03** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Any banked overtime not utilized by the end of February will be paid out to the employee in March of that year.
- 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** A full-time employee required to report back to work outside his regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of his next scheduled shift he will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

- 13:06** Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.
- 13:07** An employee required to work overtime for a period in excess of two (2) hours immediately following his regular hours of work should receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to **seven dollars (\$7.00)**. A payment of **seven dollars (\$7.00)** shall be made in lieu of a meal when the cafeteria is closed. No financial reimbursement will be made when an employee does not wish to dine in the cafeteria.
- 13:08** **An employee required by the Employer to attend in service meetings, interdepartmental meetings, or training outside of his/her regular hours shall be paid at straight time rates for time spent in attendance. By mutual agreement, the employee shall be given equivalent time off, or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the hours so scheduled. Failing agreement, payment at straight time rates shall apply.**
- An employee required to attend such meetings/training outside of their regular hours shall also be paid for mileage to and from his/her principal residence to the location of such meetings/training.**
- 13:09** A full-time employee who works on a scheduled day off shall be paid two times (2x) the employee's basic rate of pay for all hours worked.

### **Article 14 Standby**

- 14:01** An employee who is scheduled to be on "standby" will arrive at work within one (1) hour of being called back, and will be capable of performing work as required.
- 14:02** Employees required to be on standby shall be paid one (1) hours basic pay for every seven and three ( $7\frac{3}{4}$ ) hour shift. Standby shall be assigned for a minimum of one (1) shift.
- 14:03** Employees actually called back to work when on standby, shall be paid for actual hours worked in accordance with Article 13:05.
- 14:04** Standby allowance shall not be paid for any time which during which an employee is paid for a call back.
- 14:05** There will be no pyramiding of call backs.
- 14:06** An employee shall not be placed on standby on his day(s) off.

## Article 15 General Holidays

**15:01** 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 day's pay at the basic rate shall be granted in lieu.

New Year's Day (Jan. 1)	Victoria Day
Good Friday	August Civic Holiday
Easter Monday	Thanksgiving Day
Canada Day	Christmas Day (Dec. 25)
Labour Day	Boxing Day
Remembrance Day	<b>Louis Riel Day</b>

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

Both full-time and part-time employees may be scheduled to work general holidays.

**15:02** An employee required to work on a General Holiday will be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times his basic rate of pay for all hours worked up to seven and three-quarters ( $7 \frac{3}{4}$ ) hours.

**15:03** Subject to Article 15:06 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 day's pay at the basic rate shall be granted in lieu.

**15:04** Subject to Article 15:06 below, if a General Holiday falls on the regular day off of an employee or during his annual vacation, he shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, a day's pay at the basic rate shall be granted in lieu.

**15:05** 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.

- 15:06** Full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of General Holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit his request for time off at least four (4) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive his regular rate of pay for all days banked.
- 15:07** If an employee's regular shift falls on a general holiday, and if St. Amant determines that the employee's function is needed on that day, the employee will be required to work the shift. Notwithstanding the above, every reasonable effort will be made to distribute stats as equitably as possible among the employee's qualified to do the work.
- 15:08** The Employer agrees to distribute time off over Christmas and New Year's as equitably as possible within the Physical Plant Local. As many consecutive days off, as is reasonably possible will be granted over either Christmas or New Year's. Which of the two holiday periods an employee receives will be determined by seniority.

In order to accommodate this schedule, the posted rotation/schedule which includes the Christmas and New Year's time period may vary from the usual posted rotation/schedule. Article 12:05 will be suspended during this period and full-time employees may not receive every second weekend off. It is further understood that some employees may have their time off reduced or eliminated in order to accommodate extenuating circumstances of another employee.

## **Article 16 Income Protection**

- 16:01** (a) 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 Manitoba Public Insurance (MPI) as a result of a motor vehicle accident, shall be entitled to regular pay to the extent that the employee has accumulated income protection credits.
- (b) During an employee's probationary period, an employee may claim accumulated income protection credits. However, should an employee terminate employment prior to the expiry of the probationary period, income protection credits paid to him will be deducted from his final pay.
- 16:02** (a) Employees hired into classification in the Physical Plant Local, after December 31, 2002 shall accumulate sick leave at a rate of one and one quarter (1 ¼) working days for each complete month worked.

- (b) In the employee's first year of employment, for each one and one-quarter ( $1\frac{1}{4}$ ) days of income protection accumulated, three quarters ( $\frac{3}{4}$ ) of a day shall be reserved exclusively for the employee's personal use as outlined in Article 20:01. The remaining one-half ( $\frac{1}{2}$ ) of a day shall be reserved for either the employee's personal use as outlined in Article 20:01, or for use in the event of family illness as specified in Article 20:02 (c).  
After the first year of employment accumulated income protection credits shall be reserved as follows:  
80% for personal use as outlined in Article 20:01  
20% for personal or family use as outlined above, and in 20:02 (c)  
The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.
- (c) 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.

- 16:03** Sick leave shall accumulate to the employee's credit for periods for which he is entitled to remuneration, while sick leave shall not accumulate to the employee's credit for the time he is on unpaid leave of absence or an unpaid sick leave, if these periods exceed thirty (30) days.
- 16:04** A declaration of illness shall be completed by the employee on returning from absence before sick leave is paid.
- 16:05** In cases of absence because of accident or sickness, the Employer may require an employee to furnish a certificate of a duly qualified practitioner, certifying to the inability of the employee to attend to his official duties and where an employee fails to furnish such a certificate on request, he shall not be entitled to receive pay for any period of illness.
- 16:06** If an employee's sick leave credits expire while he is off sick, he must, at the expiration of sick leave, inform the Supervisor of his department of his inability to return to work and state his expected date of return. He must inform the Supervisor of his department before the newly agreed date if he is subsequently unable to come on duty as expected.
- 16:07** An employee who has been away from his work because of sickness or accident may, at the discretion of the Employer, be required to produce a certificate from a duly qualified practitioner attesting to his physical ability to perform his normal duties before being permitted to resume work.
- 16:08** (a) An employee who becomes injured in the course of performing his duties must report such injury or accident as soon as possible to his immediate Supervisor.

- (b) 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.
- (c) 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:
  - (i) Advance payment(s) shall not exceed the employee's basic pay (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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 advance by payroll deduction.
  - (v) 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.
- 16:09** (a) 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 pay (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

- (b) 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.
- (d) 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.
- (e) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
- (f) In accordance with Section 41 (6) (b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1, 1994, so that the W.C.B. may determine whether or not the supplements referenced in 20:09 (a) above shall continue in effect after January 1, 1995.
- (g) 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.

**16:10** During the period an employee is, seeking or in receipt of Workers Compensation, he shall contact the Human Resources staff once every two (2) weeks to advise St. Amant of his condition and expected date of return.

**16:11** St. Amant reserves the right to require an employee who intends to return to work following a claim for Workers Compensation to be examined by a physician to determine the employee's fitness to perform his normal duties.

## **Article 17 Annual Vacation**

**17:01** The vacation year shall be from the 1st day of May in the one year to the 30<sup>th</sup> day of April in the next year.

**17:02** An employee who has completed less than one (1) year's continuous employment as of April 30<sup>th</sup> will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

**17:03** Annual vacation shall be earned at the rate of:

- 15 working days per year commencing in the 1<sup>st</sup> year of employment.
- 20 working days per year commencing in the 4<sup>th</sup> year of employment.
- 25 working days per year commencing in the 11<sup>th</sup> year of employment.
- 30 working days per year commencing in the 21<sup>st</sup> year of employment.

Vacation entitlement for the vacation year following completion of the 1<sup>st</sup>, 3<sup>rd</sup>, 10<sup>th</sup> and 20<sup>th</sup> years of continuous employment shall be determined by pro-rata calculation based upon the two (2) rates of earned vacation.

An additional five (5) days vacation shall be granted to an employee only in the calendar year of his twentieth (20<sup>th</sup>) anniversary of employment and in each subsequent fifth (5<sup>th</sup>) anniversary year. This provision shall apply only to members hired prior to December 31, 2002.

**17:04** 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.

**17:05** 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 17:01. 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 institutional seniority within each area.

An employee who fails to indicate his 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 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.

**17:06** 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.

**17:07** Vacation credits earned must be utilized before the end of the next vacation earning period as per Article 17:01.

- 17:08** In the event that an employee is hospitalized during his 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.
- 17:09** When an employee is subpoenaed for jury duty during his period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 17:10** Vacation entitlement will be payable at the employee's regular rate of pay.

## **Article 18 Salaries and Increments**

- 18:01** Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed his duties in a satisfactory fashion.
- 18:02**
- (a) Salaries shall be paid bi-weekly to each employee in accordance with his classification listed in Schedule "A".
  - (b) Employees are responsible to report any errors in pay to the Employer as soon as possible.
  - (c) Errors in pay of one (1) day of regular pay or less made by the Employer shall be corrected on the next payday.
  - (d) Errors in excess of one (1) day of regular pay made by the Employer shall be corrected. Where there is money owing to the employee, the employee shall be paid by supplemental cheque two (2) business days following the day the error was reported, and where there is money owing to the Employer, it shall be recovered on the next payday.
- 18:03** 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. Part-time employees will be entitled to receive salary increases resulting from the wage schedule subject to Article 18:01 after they have completed the equivalent number of full-time hours, as per Article 12:01 of the Collective Agreement.

**18:04** Callback Transportation

An employee required to return to the Facility on a callback as referenced in Article 13:05 will have return transportation provided by the Employer subject to a maximum of **thirty dollars (\$30.00)**; or will receive the **prevailing Province of Manitoba mileage rate** per kilometre or the rate specified in St. Amant policy, whichever is greater if he uses his own car, subject to a maximum payment of **thirty dollars (\$30.00)**. **When the Province of Manitoba rates are adjusted, the Employer will adjust the rates retroactive to the date the provincial rates take effect.**

**18:05** The Employer shall supply, launder and maintain uniforms for all employees who are required by the Employer to wear a uniform.

**18:06** Uniforms shall not be worn off the premises of the Facility, except when specifically permitted to do so by the Employer.

**18:07** All uniforms remain the property of the Employer and must be returned by the employee when they are no longer required or on termination of employment. Employees will be liable for seventy-five percent (75%) of the cost price of a uniform or part of a uniform which they have abused or lost.

**18:08** Employees who are required to use their own personal vehicle for St. Amant business which has been pre-authorized by the Employer, shall be reimbursed by the Employer at the **rate of the prevailing Province of Manitoba rate** per kilometre or the rate specified in St. Amant policy, whichever is greater subject to a minimum payment of five dollars (\$5.00) per round trip.

**When the Province of Manitoba rates are adjusted, the Employer will adjust the rates retroactive to the date the provincial rates take effect.**

## **Article 19 Premiums**

**19:01** Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

**19:02** 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.

**19:03** 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 worked on that shift fall between 0001 hours on Saturday and 2400 hours on the following Sunday.

## Article 20 Terminations

- 20:01** An employee may terminate his employment with the Facility by giving **one (1) weeks written notice if they have worked less than a year and two (2) weeks written notice if they have worked for more than one (1) year**, exclusive of vacation.
- 20:02** **Employees will be given notice of termination or pay in lieu thereof, except when an employee is dismissed for just cause, by mutual agreement between the Employer and the employee, or during the probationary period of a new employee as follows:**
- Less than one (1) year of employment; one (1) weeks' notice;**
- One (1) year to three (3) years employment, two (2) weeks' notice;**
- Three (3) years to five (5) years employment, four (4) weeks' notice;**
- Five (5) years o ten (10) years employment, six (6) weeks' notice;**
- Ten (10) years or more employment, eight (8) weeks' notice.**
- 20:03** The Employer may deduct from an employee's terminal pay an amount equal to his basic pay for the period which he gives inadequate notice of termination.
- 20:04** The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

## Article 21 Special Provisions Re: Part-time Employees

- 21:01** Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular hours worked. Without limiting the generality of the foregoing, the following provisions shall apply.
- 21:02** Income Protection in Case of Illness
- Part-time employees shall accumulate income protection credits on a pro-rata basis, in accordance with this formula:
- |                       |   |                    |
|-----------------------|---|--------------------|
| Hours Paid at Regular |   |                    |
| <u>Rate of Pay</u>    | X | Entitlement of a   |
| Full-time hours       |   | Full-time Employee |
- 21:03** 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 21:11 (c)(i).

**21:04 Annual Vacations**

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

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

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

**21:05** Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

**21:06 General Holidays**

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

**21:07 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.

**21:08 Increments**

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

**21:09 Bereavement Leave**

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

- (b) **Bereavement** leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a funeral more than two hundred and fifty (250) kilometres from the respective facility, or 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. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) days.
  - (c) The time off referenced to in (a) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- 21:10**
- (a) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 21:09 (b).
  - (b) **The time off referenced in (a) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.**
- 21:11**
- (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 area amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
  - (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, he will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
    - (c) (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
    - (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.

- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation and accumulated income protection credits, in accordance with Article 21:06.
- (iv) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 ("TERM POSITION"), he shall be entitled to income protection benefits and bereavement leave.

## **Article 22 Committees**

- 22:01** 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.
- 22:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total Committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union Committee may at any time have a Representative from the Manitoba Government and General Employees' Union.
- 22:03** 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.
- 22:04** 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.
- 22:05** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.
- 22:06** A Safety Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the Facility.

## **Article 23 Retirement Bonus**

- 23:01** Employees retiring in accordance with the following:

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

**23:02** 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.

**23:03** Employees retiring in accordance with the conditions of Article 23:01 shall be granted a retirement bonus as specified on the following basis. Calculations will be based on the following formula:

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

**23:04** 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.

**23:05** Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in the Collective Agreement.

**23:06** The retirement bonus may be utilized to directly fund buy back of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Health Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

## **Article 24 Employee Benefits**

**24:01** Dental Plan

The parties agree that the HEBP sponsored Dental Plan shall be premium cost-shared on a 50-50 basis. Full-time employees and part-time employees who work fifteen and one-half (15 ½) hours or more per week shall be eligible for enrolment.

**24:02** HEBP Disability and Rehabilitation Plan (LTD)

The HEBP Disability and Rehabilitation Plan (LTD) with benefit levels, as determined by the HEBP Committee, shall continue to be implemented for all eligible employees. The Employer will pay fifty percent (50%) of the cost of premiums.

Effective April 1, 2004, the Employer will contribute to a maximum of two point three percent (2.3%) of base salary to fund the Provincial HEBP Disability and Rehabilitation Plan (LTD).

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 L.T.D. Plan is one hundred and nineteen (119) calendar days.

**24:03** The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefit plans; or upon request the same information provided through the appropriate administrative contact.

**24:04** Pension Plan

The Employer and the Union shall participate in the HEPP Pension Plan in accordance with the trust agreement and the plan text as established by the Board of trustees.

HEPP Pension Contributions

Effective July 1, 2005	1.4% increase resulting in:	6.4% up to YMPE 8.0% over YMPE
Effective July 1, 2006	0.2% increase resulting in:	6.6% up to YMPE 8.2% over YMPE
Effective July 1, 2007	0.2% increase resulting in:	6.8% up to YMPE 8.4% over YMPE

**24:05** Employee Assistance Plan

**The parties agree that the EAP Plan will continue to be made available for all eligible employees. Coverage in the plan is effective on the date of hire. The premiums of the plan will be paid by the Employer.**

**24:06 Group Life Insurance**

The parties agree that the Group Life Insurance Plan will continue and be made available for all eligible employees. Coverage is in effect upon completion of three (3) months service. The Employer pays for the first (1st) unit, optional units available at premium cost to the employee.

**24:07 Enhanced Health Care Plan**

The parties agree that effective April 1, 2009, the Enhanced Health Care Plan will be made available to all eligible employees. Participation in the plan in the first of the month following the date of hire will continue and be made available for all eligible employees. The premiums of the plan will be shared on a 50/50 basis.

## **Article 25 Changes In Classifications**

**25:01** 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.

**25:02** 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.

**25:03** If the Union files written objection, as per Article 25:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

**25:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.

**25:05 Grandparenting**

Bargaining unit employees who have been on staff since at least April 1, 1995 will be recognized as having the high school requirements for the position they hold on January 1, 2000.

Example: An employee employed in a position requiring Grade 12 education would be qualified to apply for any bargaining unit position requiring Grade 12 or less provided they meet the other qualifications of the position.

## **Article 26 Sub-Contracting**

**26:01** It shall not be considered as sub-contracting should the Employer:

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

**26:02** In accordance with Article 26:01, an employee will be given ninety (90) days notice and severance pay on the basis of two (2) weeks pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating facility.

**26:03** If the Employer intends to sub-contract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment with the Facility for those employees so displaced and will guarantee to offer alternative employment with the Facility to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months' service accepting a position in a lower paid classification will continue at the salary of his/his present classification and will receive an increase only when the rate in his/his new scale, corresponding to his/his years of service, provides for an increase over his/his current rate.

## **Article 27 Duration**

- 27:01**
- (a) This Agreement shall be in full force and effect from the 1<sup>st</sup> day of April, **2008** until the 31<sup>st</sup> 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.

- 27:02** 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.
- 27:03** This Agreement may be amended during its term by mutual agreement.
- 27:04** 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 28 Union Representation**

- 28:01** 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.
- 28:02** 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.
- 28:03** 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.

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

- 28:04** 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 29 Non-Discrimination**

- 29:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, nationality, ancestry, place of origin, or Union activity, except as allowed under the Manitoba Human Rights Code.

**29:02** 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, and in particular sexual harassment, will be treated in strict confidence by both the Employer and the Union.

### **Article 30 Bulletin Boards**

- 30:01** 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 31 Discharge, Suspension, Discipline and Access to Personnel Files**

- 31:01** An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for his dismissal or suspension, with a copy being sent to the Union Staff Representative.
- 31:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if he so desires.
- 31:03** 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.
- 31:04** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in his personnel file, provided no part thereof is removed from the file, and his reply to any such document shall also be placed in his personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of his file.
- 31:05** An employee accompanied by a Union Representative if he so elects, may examine his personnel file on request as per Article 31:04 of the Collective Agreement.
- 31:06** There shall be one (1) personnel file maintained by the Employer for each employee.

- 31:07** 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 he has read and understands the contents. The employee may respond in writing to the assessment which shall become part of his 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 acknowledgment of the evaluation.

### **Article 32 Miscellaneous**

- 32:01** When necessary, an employee may be called on temporarily to perform work not normally required of his job and this especially for seasonal work for maintenance of the premises of the Employer, for the replacement of absent employees, the temporary filling of vacant positions and in case of urgency. Owing to the importance of maintaining essential services, the need of the moment will determine the work to be performed, but an employee will only be expected to carry out tasks, which he has the ability to perform.
- 32:02** St. Amant agrees to provide inclement weather gear and safety apparel for all employees requiring such gear for the performance of their duties.

### **Article 33 Health and Safety**

- 33:01** It is agreed that both parties will cooperate to the fullest extent in the matter of health and safety and accident prevention and the Employer agrees to provide safety equipment where required and to install devices where necessary.
- 33:02** The present Workplace Health & Safety Committee shall continue during the term of this Agreement.
- 33:03** The Union shall be entitled to have one (1) representative selected by the Union on this Committee. Time spent by this individual in carrying out his functions as a Committee member shall be considered as time worked. Minutes shall be taken of all meetings and copies shall be made available to the Union and posted on the employee's notice board.

### **Article 34 Overpayments**

- 34:01** **The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from date of discovery, provided:**

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;**
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;**
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.**

**34:02 In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.”**

### **Article 35 Emergencies and Disasters**

- 35:01 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 this Agreement.**
- 35:02 Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 13 shall apply to overtime hours worked**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

**Letter of Understanding**

Between

**St. Amant**

**(the Employer)**

And

**Manitoba Government and General Employees' Union**  
*(Physical Plant MLB# 5781)*

**Re: Standby Related to New Boiler System**

---

If standby is required because of the Power Plant (functioning of the new boiler system implemented in 2000), a Maintenance Engineer must be on standby. This will not preclude non-engineers who are on standby from responding to issues related to the Power Plant. This Memorandum shall be in effect for the duration of this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

**Memorandum of Agreement  
Between**

**St. Amant  
(the Employer)**

**and**

**Manitoba Government and General Employees' Union**

*(Physical Plant MLB# 5781)*

**Re: Disability and Rehabilitation (LTD)**

---

Notwithstanding Article 24:02 the parties herein agree to the following:  
In the event that the funding formula for LTD premiums is amended for participating WRHA Employer groups resulting in an increase to the Employer's contribution level any such increase shall apply to this Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

# Letter of Understanding

Between

**St. Amant  
(the Employer)**

And

**Manitoba Government and General Employees' Union  
(Physical Plant MLB# 5781)**

**Re: Job Descriptions**

---

The Employer agrees to provide to the Union a complete set of the respective MGEU (Physical Plant Local) Bargaining Unit job descriptions within ninety (90) days of the signing of this Collective Agreement.

Signed this \_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

## Letter of Understanding

Between  
St. Amant  
(the Employer)

And

**Manitoba Government and General Employees' Union**  
*(Physical Plant MLB# 5781)*

**Re: Income Protection Accrual for Employees Hired Into Classification in the  
Physical Plant Local Prior to December 31, 2002**

---

The following employees who were hired into classifications in the M.G.E.U., Physical Plant Local prior to December 31, 2002, will continue to accrue income protection credits at the rate of one and one-half (1 ½) working days for each complete month worked after two (2) years of employment:

1. Marc Soulodre
2. Paul Simard
3. Rosaire Normandeau
4. Geoffrey Foster

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

# Letter of Understanding

Between

**St. Amant  
(the Employer)**

And

**Manitoba Government and General Employees' Union  
(Physical Plant MLB# 5781)**

**Re: Market Adjustments**

---

**The parties hereby agree that during the term of the 2008 to 2012 collective agreement, that if any classifications within this agreement are provided a market adjustment under another healthcare union agreement, that such market adjustments will apply to those identical classifications under this agreement on the same effective date.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

# Memorandum of Understanding

Between

**St. Amant  
(the Employer)**

And

**Manitoba Government and General Employees' Union  
(Physical Plant MLB# 5781)**

**Re: Retroactive Pay**

---

Retroactive pay will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing no later than 60 days following ratification.

Signed this \_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

# Memorandum of Understanding

Between

**St. Amant  
(the Employer)**

And

**Manitoba Government and General Employees' Union  
(Physical Plant MLB# 5781)**

**Re: Pension or Benefit Plan Improvements**

---

During the term of the 2008 to 2012 collective agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the St. Amant Physical Plant (Trades) union will also receive the same enhancements at the same time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

\_\_\_\_\_  
*On Behalf of St. Amant*

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

## Schedule "A" - Wages

**Rates Effective - April 1, 2008 to March 31, 2012**

Classification	Annual		April 1, 2008	April 1, 2009	April 1, 2010	April 1, 2011
	Hours					
Grounds Attendant	2015	Step 1 (Start)	19.350	19.912	20.489	21.083
		Step 2 (1007 Hrs)	20.027	20.608	21.206	21.821
		Step 3 (3022 Hrs)	20.728	21.329	21.948	22.584
Painter <b>(Market Adj)</b>	2015	Step 1 (Start)	22.156	23.115	23.951	24.816
		Step 2 (1007 Hrs)	22.909	23.900	24.764	25.659
		Step 3 (3022 Hrs)	23.688	24.712	25.605	26.530
Carpenter <b>(Market Adj)</b>	2015	Step 1 (Start)	24.006	25.044	25.950	26.887
		Step 2 (1007 Hrs)	24.821	25.895	26.830	27.800
		Step 3 (3022 Hrs)	25.666	26.777	27.745	28.747
Cabinet Maker <b>(Market Adj)</b>	2015	Step 1 (Start)	24.006	25.044	25.950	26.887
		Step 2 (1007 Hrs)	24.821	25.895	26.830	27.800
		Step 3 (3022 Hrs)	25.666	26.777	27.745	28.747
Industrial Mechanic <b>(Market Adjustment)</b>	2015	Step 1 (Start)	25.767	27.010	28.053	29.135
		Step 2 (1007 Hrs)	26.646	27.931	29.010	30.129
		Step 3 (3022 Hrs)	27.555	28.871	29.986	31.142

<b>Classification</b>	<b>Annual Hours</b>		<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
Environmental Engineer	2015	Step 1 (Start)	24.255	25.322	26.262	27.227
<b>(Market Adjustment)</b>		Step 2 (1007 Hrs)	25.387	26.516	27.489	28.499
		Step 3 (3022 Hrs)	26.573	27.755	28.774	29.830
Trades Helper	2015	Step 1 (Start)	18.382	18.915	19.464	20.028
		Step 2 (1007 Hrs)	18.992	19.543	20.110	20.693
		Step 3 (3022 Hrs)	19.602	20.171	20.756	21.358
Shop Head, Facilities	2015	Step 1 (Start)	28.998	30.397	31.571	32.789
<b>(Market Adjustment)</b>		Step 2 (1007 Hrs)	29.641	31.071	32.271	33.516
		Step 3 (3022 Hrs)				