

Collective Agreement

between

Tamarack Rehab Inc.

(hereinafter referred to as the "Employer")

and

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

(hereinafter referred to as the "Union")

April 1, 2011 - March 31, 2014

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*All changes are in **bold**.

Article 1 Scope of Recognition

- 1:01** The Employer recognizes the “Manitoba Government and General Employees’ Union” as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. 5772 and employed in classifications outlined in Schedule “A” attached to and forming part of this agreement. Exclusions to this agreement are attached as Schedule “B”.
- 1:02** In the event that the Employer establishes or proposes 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. Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 1:03** If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to Arbitration in accordance with Article 8.
- 1:04** “It is agreed that there shall be no discrimination or harassment with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.”
- 1:05** The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 1:06** Persons whose jobs are not classified within the bargaining unit shall, in accordance with established practice, perform work of the bargaining unit from time to time. However, no employee shall lose her employment or suffer a reduction in regular income as a result of such practice.
- 1:07** The Union recognizes that the employees are required to fulfill certain obligations, such as:
- (a) Possessing the skills claimed and the ability to exercise those skills in a competent manner.

- (b) Being prepared to follow any reasonable order pertaining to their employment.
- (c) Treating the property of the Employer with due care.
- (d) Being honest, courteous and punctual.
- (e) Because of the nature of their employment, acting as an appropriate role model for the clients of the organization.
- (f) Being prepared to act in the best interests of the Employer.

Article 2 Management Rights

2:01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient 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 and the number of employees in a work area; the right to demote, discipline, suspend, lay off 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.

Article 3 Representation

- 3:01** The parties to this Agreement hereby agree to notify each other of their respective representatives authorized to function on any committee or proceeding covered by the terms of this Agreement.
- 3:02** Leave of Absence to attend to Union business may be granted to employees under the following circumstances:
- (a) requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his Employer, for approval.
 - (b) requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.

- (c) where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the cost of such employees during the approved absence.

3:03 A suitable bulletin board for the use of the Union will be provided by the Employer. Before posting, material must be submitted to the Administrator for approval, which shall not be unreasonably denied.

Article 4 Duration

4:01 This agreement made on the 1st day of April, **2011** and shall remain in force until the 31st day of March, **2014**.

4:02 Should either party to this Agreement desire to amend or terminate this Agreement or negotiate a new Agreement, such party shall notify the other party in writing of its intention not less than ninety (90) calendar days prior to the expiration date hereof. Initial proposals shall be submitted within thirty (30) calendar days of notice to negotiate or within such further time as may be agreed to by the parties.

4:03 If notice is given under Article 4:02, negotiations shall commence not less than sixty (60) calendar days prior to the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement.

4:04 The provisions of this 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.

Article 5 Union Security and Dues Check-Off

5:01 The Employer shall deduct from each employee in the bargaining unit the current dues as directed in writing by the Union.

5:02 The Employer shall remit to the Manitoba Government and General Employees' Union on or before the 15th of the following month at 601-275 Broadway, the amount of dues deducted along with a list of all employees from whom deductions have been made.

5:03 The Union shall save the Employer harmless from any claim arising hereunder.

5:04 The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month prior to the effective date of such change.

- 5:05** The Employer agrees to provide to the Union a list of newly hired employees, showing employee name and date of hire. These lists will be provided to the Union every three (3) months.

Article 6 Definitions

- 6:01** The word “employee” shall mean a person covered by this Agreement.
- 6:02** A “full-time employee” is one who regularly works the full prescribed bi-weekly hours specified in Article 13.
- 6:03** A “part-time employee” is one who regularly works less than the full prescribed bi-weekly hours specified in Article 13.
- 6:04** The words “casual employee” shall mean a person who is called occasionally to replace an absent employee or to temporarily supplement the regular staff coverage in situations where the workload is greater than normal. The word “absent” shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc. and shall not include an employee’s normal rest days. The terms of this Agreement do not apply to the casual employees, except as hereinafter provided:
- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
 - (b) Casual employees who work on a recognized general holiday shall be paid at the rate of one and one-half ($1\frac{1}{2}x$) times their basic rate of pay for all hours worked.
 - (c) Casual employees who work overtime in excess of the regular daily or weekly hours of work as set forth in Article 13 and as authorized by the Employer, shall be compensated at the rate of time and one-half ($1\frac{1}{2}x$) times their regular rate of pay for all such authorized overtime hours worked.
 - (d) Articles 7 and 8 herein apply only with respect to the terms of this Article 6:04.
 - (e) Casual employees shall be paid a salary that is not less than the start rate of the position to which they are assigned.
 - (f) A casual employee shall have the right to appeal their status based on the number of hours worked in that status.

The appeal must be in writing to the Executive Director. The Executive Director will have the right to change the status from casual to part-time. The Union agrees for those situations to waive the job posting provisions of this Agreement (Article 12).

It is understood that the Executive Director's decision is final.

It is further agreed that casual employees are limited to two (2) appeals in any calendar year.

- 6:05** A "probationary employee" is one who has not completed six (6) calendar months of employment and during that period the Employer may dismiss, suspend, discipline or demote such employee.
- 6:06** A "grant employee" shall mean a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant, partial or otherwise provided, by a third party, for training purposes such as educational projects and shall include students engaged in social work studies gaining work experience. A grant employee shall not displace or replace a full-time or part-time employee position.
- 6:07** "Bi-weekly period" shall mean two (2) consecutive weeks. The bi-weekly period shall not be changed without written notification to the Union.
- 6:08** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 6:09** "Term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.

Article 7 Grievance Procedure

- 7:01** A "grievance" shall mean any dispute between any employee, group of employees, the Employer and the Union regarding the interpretation, application or alleged violation of this Agreement.
- 7:02** At any step of the Grievance Procedure, the grievor may elect to be represented and/or accompanied by a Union representative.
- 7:03** An employee who is terminated during his probationary period may appeal his dismissal at Step 2. The decision of the Board of Directors shall be final.

- 7:04** For purposes of this Article, “working day” shall mean Monday through Friday inclusive and shall not include Saturday, Sunday or statutory holidays.
- 7:05** (a) Discussion Stage
- Within five (5) working days from the day on which the grievance arises, the grievor shall attempt to resolve the dispute with the immediate supervisor who is outside the bargaining unit.
- (b) Step One
- If the grievance is submitted but not resolved within the time period stipulated in 7:05 (a) the grievor and/or the Union representative may, within the ensuing seven (7) calendar days, submit the grievance in writing to the Executive Director or designate stating allegations and redress sought.
- (c) Step Two
- Failing settlement of the grievance within seven (7) calendar days after submission under (b) above, the Union may refer the grievance to the Board of Directors. The Board of Directors shall hold a hearing and issue a decision in writing to the Union within ten (10) working days of receipt of the grievance.
- (d) Step Three
- Failing settlement of the grievance in (c) above, the Union, within twenty (20) working days following the receipt of the decision from the Board of Directors, may submit the grievance to Arbitration as per Article 8.
- 7:06** The foregoing time limits may be extended by written mutual consent of the Employer and the Union.
- 7:07** Failure to comply with time limits specified herein may result in the grievance being deemed settled without further recourse.

Article 8 Arbitration Procedure

- 8:01** Within ten (10) calendar days after receipt of written notice of intention to refer a matter to arbitration, the parties agree to select an arbitrator suitable to both.

- 8:02** If the parties cannot agree to a suitable arbitrator within the time frame set out in 8:01, they agree to request the Minister of Labour to make the necessary appointment. The joint request will be submitted on the first working day after expiration of 8:01.
- 8:03** It is mutually agreed by both parties to this Agreement that the arbitrator's decision shall be final and binding on the Employer, the Union and the grievor.
- 8:04** The arbitrator shall not be empowered to modify this agreement or to impose a settlement which is inconsistent with the provisions hereof.
- 8:05** Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except the costs of the arbitrator shall be shared equally by the Employer and the Union.
- 8:06** Nothing in this agreement shall preclude settlement of a grievance by mutual agreement between the Employer and the Union, in any manner whatsoever, or voluntary extension of stipulated time limits. Extensions to time limits shall not be unreasonably sought or denied.
- 8:07** For unusual circumstances, the parties agree to the use of a three-person panel. They will select their nominees and notify each other, as per 8:01. If the nominees cannot agree on a Chair, they will use 8:02 to select an arbitrator.

Article 9 Continuance of Operations

- 9:01** It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 7 and 8 hereof.
- 9:02** It is further agreed that the Union shall not sanction or consent to any strikes, stoppages of work or slowdowns, and that if any employee should engage in any strikes, stoppage of work or slowdown without authority or consent of the Union, the Union shall instruct the employee to return to work and perform his duties properly and to resort to the procedure set forth in Articles 7 and 8 hereof for the settlement of any dispute or grievance.

Article 10 Seniority

- 10:01** Seniority shall be defined as an employee's accumulated hours of work calculated from the date that the employee last entered the service of the Employer.
- 10:02** Seniority shall continue to accrue if an employee:
- (a) is on paid vacation;
 - (b) is on paid leave due to illness or injury;
 - (c) is on approved leave of absence up to thirty (30) working days in one (1) year;
 - (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.
- 10:03** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance, and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 10:04** Seniority will terminate if an employee:
- (a) resigns;
 - (b) is discharged and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off for more than twelve (12) consecutive months;
 - (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.
 - (e) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension without a satisfactory explanation to the employer;
- 10:05** Seniority will be retained but will not accrue if an employee is laid off for less than twelve (12) consecutive months.
- 10:06** The Employer shall furnish to the Union in January of each year a seniority list showing the accumulated regular hours of service, classification and date of hire of all employees coming under the terms of this Agreement.

Article 11 Layoffs

- 11:01** Whereby by reason of a shortage of work or funds or the abolition of a position or material changes in duties or organization, the employing authority decides that a layoff(s) is necessary, within Tamarack Rehab Inc., the employing authority shall determine the classification(s) from which the layoff(s) are to take place.
- 11:02** Where the layoff of regular part-time or full-time employees is being considered, Tamarack Rehab Inc. will notify the Union, in writing, the particulars of the layoffs within forty (40) calendar days, of the proposed layoffs. The Employer and the Union will meet to discuss the alternatives available prior to any layoffs taking effect.
- 11:03** For the purpose of this Article, the Classifications within the authority of Tamarack Rehab Inc. and that come under the conditions of this Contract are:
- (a) Counsellors, and
 - (b) Residential Care Worker (RCW).
- 11:04** Where the layoff(s) of term employees is necessary, and the layoff(s) occurs at the end of a specific term of employment or after completion of a job for which the employee was specifically employed no notice of layoff is required.
- 11:05** Where the layoff(s) of employee(s) is necessary other than as outlined in :04, the following will apply:
- (a) Four (4) weeks notice will be provided to employees with less than one (1) year of continuous service or pay in lieu of notice will be applicable.
 - (b) Six (6) weeks notice will be provided to employees with one (1) or more years of continuous service **but less than ten (10) years of continuous service** or pay in lieu of notice will be applicable.
 - (c) Eight (8) weeks notice will be provided to employees with ten (10) years or more of continuous service or pay in lieu of notice will be applicable.
- 11:06** Where employees have been laid off Tamarack Rehab Inc. shall not use casual employees to do the work of the laid off employees except:

- (a) Where the laid off employees are not able and/or available to work, and
- (b) In emergency situations.

11:07 In the event of a layoff the Employer shall reduce staff in the reverse order of classification seniority.

- 11:08**
- (a) Any permanent employee who is subject to layoff may bump within their classification the most junior employee from the equivalent or lower pay grade for which they possess the minimum requirements and the ability to perform the job.
 - (b) An employee who is bumped under this Article will be given a layoff notice and the provisions of this Article shall apply.
 - (c) An employee who receives a layoff notice may, within seven (7) calendar days of receipt of such notice, exercise their right to displace another junior employee by providing written notification to the Executive Director of such intent.
 - (d) An employee who fails to exercise their right within the time limits stated above, shall be laid off and placed on the recall list.
 - (e) An employee who is recalled to work shall be credited with the seniority they had at the time of layoff.
 - (f) Employees who are laid off or bumped shall retain recall rights to a position within their classification for a period of twelve (12) months from the date of the layoff or bump.
 - (g) Full-time employees who are laid off may bump a part-time employee in their same job classification. On transfer to part-time status such employees will be credited with their accumulated full-time seniority.

11:09 An employee shall be recalled to another available vacancy in their job classification in an equal or lower paying grade in order of bargaining unit seniority.

11:10 The Employer shall notify employees of recall by registered mail addressed to the last address on record with the Employer. Notification shall be deemed to have been received on receipt of the return portion of the registered mail card by Employer. (Not to exceed ten [10] days from the date on which the registered letter was sent). The notification letter shall state the date and time at which the employee shall report for work. The

employee is solely responsible for their proper address being on record with the Employer.

- 11:11** Laid off employees will not accrue or be entitled to any benefits under this agreement with the exception of recall rights and continuation of insured benefits the employee was participating in immediately prior to layoff for a period of twelve (12) policy months following the layoff. The employee must make arrangements with the Employer for the prepayment of the cost of premiums to ensure continuing coverage.
- 11:12** An employee who refuses a recall to their former position will be removed from the recall list and shall be considered to have terminated their employment.

Article 12 Job Vacancy

- 12:01** Should a vacancy occur or a new position be created within the scope of this Agreement, the vacancy and/or new position shall be posted on the bulletin board for a minimum of seven (7) calendar days. The job posting shall state date of posting, the job description, required qualifications, the rate of pay, current hours of work (including shifts, days off, break periods) and the closing date for receiving applications. All applications for posted positions shall be in writing to the Executive Director. A copy of each job posting shall be submitted to the Union immediately following the posting. The Union shall, on request, be informed, in writing, of the names and seniority of all applicants.
- 12:02** An employee who is to be absent for five (5) days or more shall have the privilege of submitting an application for any vacancy that may occur during such absence. Such application will be considered on the same basis as all other applicants.
- Separate applications for each position desired must be submitted. Applications will include position applied for, shift and department preferred.
- Employees scheduled to work at the time position vacancies are posted will be required to submit an application in the normal manner as outlined in this Article.
- 12:03** The Employer shall not be precluded from advertising outside the premises.

Article 13 Hours of Work

13:01 Nothing in this Agreement shall be considered a guarantee of work or of hours of work.

13:02 Regular hours of work for permanent full-time employees will be as noted below:

| | |
|---|-----------------------------|
| Rehabilitation and Intake Rehabilitation Counselors | 37 ½ hours per week. |
| Residential Care Workers (RCW) | 40 hours per week. |

Equivalent Full-time Positions are:

| | EFP | Counselors/Intake | Residential Care Workers |
|---------------------|--------------|-------------------|--------------------------|
| | <u>Point</u> | <u>Hours</u> | <u>Hours</u> |
| Permanent Full-time | 1.0 | 37 ½ | 40 |
| Permanent Part-time | .9 | 33.3 | 36 |
| | .8 | 29.6 | 32 |
| | .7 | 25.9 | 28 |
| | .6 | 22.2 | 24 |

| | EFP | Counselors/Intake | Residential Care Workers |
|--------|--------------|-------------------|--------------------------|
| | <u>Point</u> | <u>Hours</u> | <u>Hours</u> |
| Casual | .5 | 18.5 | 20 |
| | .4 | 14.8 | 16 |
| | .3 | 11.1 | 12 |
| | .2 | 7.4 | 8 |
| | .1 | 3.7 | 4 |

13:03 Regular hours of work as defined in 13:02 shall:

- (a) include a paid rest period of fifteen (15) minutes, to be scheduled by the Employer during each half of each full shift. An employee

working four (4) hours or less shall be entitled to one (1) fifteen (15) minute paid break. **Employees wishing to take an additional break of thirty (30) or sixty (60) minutes for lunch may do so by arrangement with the Executive Director. In doing so, the employee agrees to extend their total work hours by the equivalent number of minutes taken for lunch; and**

(b) meal breaks shall be of one (1) hour's duration and shall be scheduled by the Employer as required.

- 13:04** The shift commencing at or about midnight shall be considered the first shift of each working day.
- 13:05** Shift scheduled for a period of not less than two (2) weeks shall be posted at least one (1) week before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.
- 13:06** 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 Executive Director and shall not result in overtime costs to the Facility.
- 13:07** No employee will be required to work a split shift.
- 13:08** Where additional hours of work become available due to vacations, sick leave, etc., and the position requires replacement, the Employer will offer the hours to the current part time employees based on classification and seniority, if the offered hours do not bring the employee into an overtime position.

Article 14 Overtime

- 14:01** Overtime shall be all time authorized and required by the Employer to be worked in excess of regular full-time daily or weekly hours. However, overtime shall not be payable for occasional periods of less than ten (10) minutes.
- 14:02** Overtime shall be compensated by paying the employee for all hours worked at time and one-half (1½x) their regular rate of pay. By mutual agreement, the employee may be granted equivalent time off with pay in lieu of payment.

Article 15 Call-Out

- 15:01** An employee, if called back to work, shall be compensated for the work, a minimum of three (3) hours pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. The employee reserves the right as to whether the compensation shall be paid in time off or pay.

Article 16 Annual Vacation

- 16:01** For purposes of this agreement, a vacation year is the period beginning on April 1st and ending March 31st of the next year.
- 16:02** For the purposes of this Article, "working day" shall mean the applicable weekly hours of work as defined in Article 13:02 divided by five (5).
- 16:03** **This clause is only applicable to employees hired prior to October 1, 2011:**

Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter ($1 \frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2 \frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

16:04 This clause is only applicable to employees hired after October 1, 2011:

Employees shall earn paid vacation leave credits on the following basis:

- (a) From month one (1) to month forty-eight (48) (four [4] years), beginning from the date of hire, employees earn vacation credits at the rate of one and one quarter days ($1 \frac{1}{4}$) paid days per complete month of service. Employees are entitled to use their earned vacation credits in the fiscal year that follows their date of hire (i.e. April 1st after they are hired) and yearly from April 1st thereafter.
- (b) From month forty-nine (49) to month one hundred and eight (108) (four [4] to nine [9] years) vacation credits will accrue at a rate of one and two-thirds ($1 \frac{2}{3}$) paid days per complete month of service to be used in the subsequent fiscal year (i.e. April 1st) and yearly thereafter.
- (c) From month one hundred and eight (108) to month two hundred and twenty-eight (228) (nine [9] to nineteen [19] years) vacation credits will accrue at a rate of two and one twelfth ($2 \frac{1}{12}$) paid days per complete month of service to be used in the subsequent fiscal year (i.e. from April 1st) and yearly thereafter.
- (d) From month two hundred twenty-nine (229) (nineteen [19] years and one month) and thereafter, vacation credits will accrue at a rate of two and one-half ($2 \frac{1}{2}$) paid days per complete month of service to be used in the subsequent fiscal year (i.e. from April 1st and yearly thereafter).

16:05 The Employer reserves the right to limit the length of a vacation request due to operational requirements.

16:06 The vacation schedule shall be posted by May 1st. The allocation of vacation dates shall be decided by the Employer, according to its operational requirements, taking seniority into account wherever possible. Any changes in the vacation schedule shall require the written consent of the Employer and the affected employees.

- 16:07** No employee shall be required to take a split vacation, however, an employee may choose to split his vacation as often as desired provided that a split is for not less than five (5) days.
- 16:08** If an employee is hospitalized due to accident or illness during his vacation and can provide medical proof of same, the Employer may grant sick leave to cover the period of hospitalization. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually satisfactory to the employee and the Employer.

Article 17 General Holidays

- 17:01** The following days shall be recognized general holidays:
- | | |
|---|----------------------|
| New Year's Day | August Civic Holiday |
| Louis Riel Day (3rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 17:02** Should one of the above-named holidays fall on an employee's scheduled day off or during a paid vacation, he shall receive another day off with pay, at a time mutually satisfactory to the employee and the Employer.
- 17:03**
- (a) An employee required to work on any General Holiday shall be paid his regular rate of pay; and in addition,
 - (b) Shall be granted compensatory leave for such hours worked at the rate of one and one-half (1½) hours for each hour worked.
 - (c) General holiday pay shall be pro-rated for part-time employees.
- 17:04** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) did not fail to report to work on the holiday when scheduled, without reasonable excuse; or
 - (b) did not fail to work any part of the shift immediately before or immediately after the holiday, as scheduled, without reasonable excuse.

- 17:05** When shift employees plan to take back accumulated hours, they must notify the Employer, in writing, two (2) weeks in advance for approval; or such shorter notice period that can be reasonably accommodated.
- 17:06** Compensatory leave shall be scheduled within the succeeding sixty (60) days following the holiday. If mutual agreement is not reached as to scheduling time off, the Employer reserves the right to schedule the time off.

Article 18 Sick Leave

- 18:01** For the purposes of this Article, the words “working day” shall mean the applicable regular hours of work.
- 18:02** **Effective date of ratification, each employee will be credited with three (3) days sick leave. The new accrual rate shall be three quarter (3/4) working day per complete month of service. Unused credits shall be carried over into the following fiscal year to a maximum of eighteen (18) working days.**
- 18:03** An employee’s sick leave credits shall be reduced by the amount of sick leave paid by the Employer based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 18:04** On the first day of absence due to illness, the employee shall so inform the Employer within two (2) hours of the commencement of his regularly scheduled shift.
- 18:05** When an employee has been absent due to illness for more than one day, and otherwise as required, she shall provide a medical certificate acceptable to the Employer. Failure to provide an acceptable certificate will disentitle the employee to sick benefits and may subject her to discipline.
- 18:06** Employees are expected to arrange for medical or dental appointments outside of regular working hours, however, where necessary time off for medical and dental examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection benefits.
- 18:07** An employee may use up to five (5) days sick leave, on one occasion, in any one calendar year for sudden illness of a spouse, parent, or child.
- 18:08** The parties agree that there shall be no cash-out of unused sick leave upon termination of employment.

Article 19 Compassionate Leave

- 19:01** An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a member of an employee's immediate family.
- 19:02** For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, step-parents and step-children or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19:03** An employee who is entitled to compassionate leave under 19:01 and 19:04 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 19:04** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, and first cousins or grandchild.
- 19:05** Provided an employee has not received compassionate leave for the death in question an employee shall be entitled to compassionate leave of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 19:06** An employee shall be entitled to additional compassionate leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

Article 20 Paternity Leave

- 20:01** A male employee shall be granted one (1) day's leave with pay to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of or the day following the birth of his child, or the day of his spouse's admission to, or discharge from the hospital.

Article 21 Maternity Leave

- 21:01** An employee who qualifies for maternity leave may apply for such leave in accordance with the following.
- 21:02** In order to qualify for Maternity Leave, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer; and

- (b) Submit to the Employer an application for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) 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.

21:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in section 21:02 (c), or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned 21:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

21:04 Sections 34 (1.1) through 34 (1.9) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

- 21:05**
- (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
 - (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

21:06 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation.

Article 22 Adoptive Parent Leave

- 22:01** Upon written request to the Employer, an employee who is adopting a child may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of the adoption.
- 22:02** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the employee's child. At the employee's option, such leave shall be granted on the day of, or the day following the adoption.

Article 23 Parental Leave

- 23:01** In order to qualify for parental leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of a province.
- 23:02** An employee who qualifies under 23:01 must:
- (a) have completed seven (7) continuous months of employment; and
 - (b) submit 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.
- 23:03** An employee who qualifies in accordance with Section 23:01 and 23:02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 23:04** Subject to section 23:05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 23:05** Where an employee takes parental leave in addition to maternity leave; the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 24 Court Leave

- 24:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Employer.
- 24:02** Should an employee be summoned or subpoenaed for matters occasioned by the employee's work during off duty hours or vacation time, the employee shall receive applicable overtime rates in accordance with Article 14 of this Agreement.

Article 25 Suspension and Termination of Employment

- 25:01** Any employee may terminate his employment by giving to the Employer a written notice of his intention to terminate two (2) calendar weeks prior to the date of termination.
- 25:02** Where two (2) weeks written notice has been given, the Employer shall make available, within five (5) working days after termination, all amounts due to terminated employees, including unpaid earnings and pay in lieu of earned and unused vacation entitlement.
- 25:03** Employment may be terminated with lesser notice:
- (a) by mutual agreement between the Employer and employee;
 - (b) during the probationary period of a new employee.
- 25:04** An employee who has completed his probationary period shall not be disciplined or dismissed except for just cause.
- 25:05** On termination or dismissal, an employee shall forthwith return to the Employer all property of the Employer in his possession or be liable for replacement cost of same.

Article 26 Transportation Allowance

- 26:01** An employee directed by the Employer to leave the premises for emergencies, shopping and other work-related errands shall be reimbursed for actual taxicab fare or, at the discretion of the employee, shall be paid a mileage allowance of **forty** cents (\$0.40) per kilometre.

Article 27 Wages, Increments and Pay Days

- 27:01** Employees shall be paid the hourly rates of pay shown in Schedule "A".
- 27:02** When a general holiday falls on a pay day, all employees shall be paid on the previous regular working day.
- 27:03** Each employee shall receive his vacation pay on his last scheduled day of work prior to vacation.

Article 28 Labour/Management Committee

The Employer and the Union agree to cooperate in the operation of the joint Staff Management Committee. This Committee shall be composed of the Executive Director, a Counselor and an Attendant. The objects of this Committee shall be:

- (a) To provide further understanding and confidence between staff and management; and
- (b) To promote the efficient operation of the facility; and
- (c) To promote a high quality of service to the clients of the facility.

Article 29 Employee Evaluation

- 29:01** Performance appraisals take place during probation, annually at the anniversary date of employment, and at such other times as may be required by the Employer.
- 29:02** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place comments on the form where such space is provided or to append comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

Article 30 Employee Files

- 30:01** Upon the written request of an employee, the personnel file of that employee shall be made available for the employees full examination within a reasonable period of time. Such examination shall be in the presence of the **Executive Director**. The employee, at the employees option, may have a representative present.

30:02 An employee may request a copy of specific documents on the employees personnel file. This provision shall not be unreasonably requested or denied.

Article 31 Residential Care Worker Meetings

31:01 It is recognized that the Residential Care Worker (RCW) staff work alone on each shift. To ensure that they receive the most up to date information regarding clients; policy and procedure, communications systems are in place via email; written reports and client information charts. In addition, an appointed Senior RCW will help to maintain communication between the Executive Director and all RCW staff. A yearly meeting will be scheduled for all RCW staff and the Executive Director and meetings with the Executive Director can be scheduled by individual RCW staff to take place when needed and at a mutually convenient time for both individuals.

31:02 Attendance at the yearly meeting is compulsory. Residential Care Workers (RCW) will receive remuneration for the meeting equal to three (3) hours pay at their straight time hourly rate, in lieu of overtime and/or call out pay.

Article 32 Benefits Plans

The Employer agrees to maintain the current benefit plans for the life of the agreement contained in the Chamber of Commerce Insurance Plan No. 41947-08053.

- Ambulance / Hospital Benefits
- Extended Health Benefits
- Dental Plan

Effective March 31, 2001, the Employer and the employees agree to cost share any future premium increases. Each one to pay fifty percent (50%) of the increase.

| <i>Premiums</i> | <i>Employer</i> | <i>Employees</i> |
|-----------------|--------------------------------------|------------------|
| 2011 | 50% of the increase over 2010 | 50% |
| 2012 | 50% of the increase over 2011 | 50% |
| 2013 | 50% of the increase over 2012 | 50% |

Article 33 Health and Safety

- 33:01** The parties agree that health and safety issues shall be addressed by the Health and Safety Committee, which shall have all the rights and privileges as set out in the Workplace Health and Safety Act.

Article 34 Severance Pay

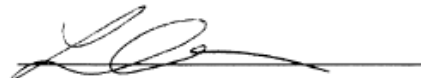
- 34:01** Employees whose services are terminated as a result of a permanent layoff, shall be paid severance pay in the amount of one (1) weeks pay (forty [40] hours or thirty-seven and one-half [37½] hours depending on classification), for every **year** of continuous service. **This will be pro-rated for part time employees, e.g. a .5 employee would only be entitled to half of the benefit.**
- 34:02** The maximum amount of severance pay shall not exceed **eight (8)** weeks pay.

Article 35 Shift Premium

- 35:01** Effective October 1, 2010, the shift premium for the overnight worker will be an additional \$1.00 per hour for all hours worked between 11:00 p.m. and 8:00 a.m. The night shift is defined as any shift in which the majority of hours worked occurs between 11:00 p.m. to 8:00 a.m. the following morning.

IN WITNESS WHEREOF the undersigned have set their hands for and one behalf of the Manitoba Government and General Employees' Union and for and on behalf of Tamarack Rehab Inc.

Signed this 17th day of January 2012



On behalf of Tamarack Rehabilitation



*On behalf of Manitoba Government and
General Employees' Union*

Schedule "A"

Salary Scale

Position

| | | |
|-------------------------|---------------------------|---------------------------|
| Counselor (no degree) | \$33,000-\$37,400 | 75 hours bi-weekly |
| Counselor (with degree) | \$35,000-\$45,000 | 75 hours bi-weekly |
| Residential Care Worker | \$12.73 per hour (Note 2) | 80 hours bi-weekly (2011) |
| Residential Care Worker | \$12.98 per hour (Note 3) | 80 hours bi weekly (2012) |
| Residential Care Worker | \$13.24 per hour (Note 4) | 80 hours bi weekly (2013) |
| Workshop Facilitator | \$15.00 per hour | |

Notes:

1. The starting rate for new Counselors will be determined by the Board of Directors depending upon qualifications. However, Counselors with a degree will start at a rate of at least \$2,000 per year greater than those without a degree. Therefore, starting salaries for Counselors will be either \$33,000 (no degree) or \$35,000 (with a degree). Degree means related to Addiction Counseling and Treatment.
2. Effective April 1, 2011 the hourly wage rate for Counselors and Residential Care Workers will be adjusted by two per cent (2%).Retroactivity available to all employees on payroll date of ratification.
3. Effective April 1, 2012 the hourly wage rate for Counselors and Residential Care Workers will be adjusted by two per cent (2%)
4. Effective April 1, 2013 the wage rate for Counselors and Residential Care Worker (RCW) will be adjusted by two per cent (2%).

The contract will expire March 31, 2014.

Schedule "B"

Exclusion List

The following positions within Tamarack Rehab Inc. shall be excluded from the terms of this Agreement:

1. Executive Director
2. Residence Administrator
3. Any future Supervisor that has hiring, firing and evaluation responsibilities
4. Employees hired specifically under a Government Employment Training Program of a temporary nature.

Letter of Understanding
between
Tamarack Rehab Inc.
and
Manitoba Government and General Employees' Union

Re: 12 Hour Shifts

Agreement to Work 12-Hour Shift

I, _____ agree to work the following schedule:

| <i>Day</i> | <i>From</i> | <i>To</i> | <i>Total Hours</i> |
|------------|-------------|-----------|--------------------|
| Sunday | | | |
| Monday | | | |
| Tuesday | | | |
| Wednesday | | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |

I have received, read and understood the shift schedule designed by staff and agree to by Management. I understand that I will not be required to work more than twelve (12) hours in any twenty-four (24) hour period nor more than forty (40) (thirty-seven [37]) hours in any five (5) day period without being eligible for and receiving overtime pay as prescribed in the Collective Agreement.

I further understand and agree that I will not receive an unpaid or paid meal hour during any of my shifts.

Employee's Signature _____ Date: _____

Executive Director's Signature _____ Date: _____

Union Representative's Signature _____ Date: _____

Memorandum of Understanding

Between

Tamarack Rehabilitation


And

The Manitoba Government and General Employees' Union

1. The Employer will create a new position; Aftercare Facilitator on a trial basis not subject to Article 12.
2. The Aftercare Facilitator will facilitate the weekly Aftercare Group, which runs every Thursday from 6:00 p.m. to 7:30 p.m.; the Aftercare Facilitator will be available for individual consulting sessions on site at Tamarack with aftercare clients that same evening or at a mutually convenient time for client and facilitator.
3. The hourly rate for this position will be \$15.00 per hour. Total hours per week for the position will be six (6) hours.
4. This position is temporary at this time. The need for the position will be reviewed in February 2012. At this time the trial period may be extended for a further six months or twelve months; the position may be withdrawn or the position may be made permanent and subject to Article 12.

Signed this 17th day of January 2012


On behalf of Tamarack Rehabilitation


On behalf of Manitoba Government and
General Employees' Union