

# **Collective Agreement**

**Diagnostic Services of Manitoba Inc.**

**Westman Laboratory Site**

*(hereinafter referred to as the “Employer”)*

*and*

**Manitoba Government and General Employee’s Union**

*(hereinafter referred to as the “Union”)*

**June 2, 2008 to March 31, 2012**

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\*All Changes appear in **bold**.

## **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 negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, wellbeing, security and efficiency of all employees covered by the terms of this agreement.

And whereas it is the desire of both parties that these matters be drawn up in an agreement.

Now therefore, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

### **Article 1    Scope of Recognition**

**1:01**    The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under specific certificate number MLB-6593, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

## **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 services; 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 the rights of employees, and to 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** Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work).
- 3:03** Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work), on a regular and recurring basis.
- 3:04** A “term position” shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of 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 employees may apply for the term position. Any additional hours occurring as a result of filling the term position, shall be offered to part-time employees in accordance with Article 20:01. Upon completion of the original term position, the employee shall be returned to their former position.

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 a maximum of twenty-four (24) hours notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

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

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

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

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

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

**3:05** All new full-time employees shall be on probation for three (3) calendar months with a provision for an extension for an additional three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the date 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** Casual Employee - means an employee who is occasionally called in by the Employer to replace a full-time or part-time employee, or to supplement regular staff coverage in situations of unforeseen staff shortages. The terms of this Collective Agreement shall not apply to casual employees except as specified hereinafter.

- a) A Casual employee shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly period.
- b) A Casual employee will be paid in accordance with the salaries specified in Schedule "A". Increments will be earned in accordance with the number of hours worked.

- c) A Casual employee shall be entitled to shift premium(s) as outlined in Article 18.
- d) A Casual employee required to work on a recognized holiday shall be paid at the rate of time and one half (1.5x) their basic rate of pay.
- e) A Casual employee shall be entitled to compensation for overtime worked in accordance with Article 13:01 and 13:02.
- f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment.
- g) In the event that no payment is made during a pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- h) Articles 6 and 7 herein apply only with respect to the terms of Article 3:06.
- i) A Casual employee will be paid four-point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each pay cheque.
- j) A Casual employees shall accrue seniority on the basis of all regular hours worked for the sole purpose of attaining a permanent position or a term position, subject to Article 9. Such casual seniority will not take priority over full-time or part-time employee seniority. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

**3:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

- 3:08** The term “Employer” shall mean Diagnostic Services of Manitoba Inc. – Westman Laboratory Site.
- 3:09** The term “Union” shall mean the Manitoba Government and General Employees’ Union (Health Care Support Services), as per Manitoba Labour Board Certificate No. MLB-6593.
- 3:10** The term “promotion” shall mean a change from one pay grade/classification to another pay grade/classification with a higher maximum rate of pay.
- 3:11** The term “demotion” shall mean a change from one pay grade/classification to another pay grade/classification with a lower maximum rate of pay.
- 3:12** The term “transfer” shall mean a change from one pay grade/classification to another pay grade/classification with the same maximum rate of pay.
- 3:13** Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.
- 3:14** A full time or part time employee who resigns and who within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.

#### **Article 4 Union Security and Dues Check-Off**

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.
- 4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.
- The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location and home address, the employee's address shall be accepted only when an employee has expressly instructed the Employer, in writing, that, due to security concerns, personal information should not be disclosed to any third party.
- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.
- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

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

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

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

## **Article 5     Technological Change**

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

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

- 5:03**
- (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the facility for individuals possessing such skills. A reasonable training period (not to exceed twelve (12) months) will be provided by the Employer. During the above training periods the employees shall be paid at their current rate of pay.
  - (b) The Employer agrees that where two (2) or more employees require training in accordance with this provision, 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 the 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** Union representatives at the facility, 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 the 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 their immediate Supervisor who is outside the bargaining unit.

**6:05 Step 1**

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 Lab Manager.

**Step 2**

- 6:06** 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 Chief Administrative Officer or designate. The Chief Administrative Officer, or designate, shall render a written decision within ten (10) calendar days of receiving the grievance.
- 6:07** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.
- 6:08** An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.
- 6:09** Policy grievances and grievances filed as a result of dismissal, suspension or demotion shall be submitted at Step 2.

**Article 7 Arbitration Procedure**

- 7:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within thirty (30) calendar days.
- 7:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 7:03** The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall act as 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 Sole Arbitrator or the Arbitration Board 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 Sole Arbitrator or the decision of the majority 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 Sole Arbitrator or the Board shall be final, binding and enforceable on all parties.
- 7:08** Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Sole Arbitrator or the Board either party may apply to the Sole Arbitrator or the Chairperson of the Board of Arbitration to reconvene. Within ten (10) calendar days the Sole Arbitrator or the Board of Arbitration shall reconvene to clarify the decision.
- 7:09** Each party shall pay:
- (a) one-half (1/2) the fees and expenses of the Sole Arbitrator or the Chairperson.
  - (b) the fees and expenses of the Nominee it appoints.
- 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** Seniority shall mean the total of all hours paid at the employee's regular rate of pay from the time the employee last entered the service of the Employer to the last time her name appears on the payroll.
- 8:02** 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 duration. In the event that the unpaid leave is in excess of four (4) weeks, accrual of these benefits shall cease effective the commencement of such leave;
  - (d) Workers Compensation up to two (2) years.
- 8:03** 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.

**8:04** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks, except those referenced in Article 8:04 (e);
- (e) Is on an unpaid leave of absence due to an injury or illness which may be compensable by Workers Compensation, M.P.I. or D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out-of-scope position;
- (h) Is on an approved educational leave of absence up to two (2) years.

**8:05** Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks, except those referenced in Article 8:05 (b);
- (b) Is on an unpaid leave of absence due to an injury or illness which may be compensable by Workers Compensation, M.P.I. or D & R 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 a trial period of an out-of-scope position;

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

- 8:06** (a) A seniority roster of all employees, indicating the total seniority hours since the date of entry into the service of the Employer, shall be prepared by the Employer at an effective date of the end of the last pay period of the calendar year. This roster will be posted on the employees' bulletin board no later than February 1<sup>st</sup> of each year. This roster shall be open for corrections for a period of twenty (20) calendar days from the date of initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) calendar days, the above seniority list, as corrected within such twenty (20) calendar days, shall be considered to be the accurate list and shall not be subject to further changes until the next posting.
- (b) A seniority list shall be distributed, upon written request, to the local Union Representative on a semi-annual basis.

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

- 9:01** Vacant positions which fall within the scope of this Agreement shall be posted in the workplace for a period of at least seven (7) calendar days. Such posting shall be numbered, state required qualifications, hours of work and wage rate. The Employer also agrees to provide the Local Union President with a copy of all such postings. The Union shall, upon request, be informed in writing of the names and seniority of the applicants. When a position becomes vacant and the Employer chooses not to fill the vacancy, the Employer shall notify the Union. The Union shall be informed in writing of the name of the successful applicant.
- 9:02** An employee on vacation when a vacancy occurs shall be considered for the posted position provided she submits the prescribed application form to the Employer on the first day of her return.

**9:03** All promotions and voluntary transfers are subject to a three (3) month trial period (six (6) months for part-time employees), and if an employee is found by the Employer to be unsatisfactory in her new position or if she wishes to revert voluntarily to her former position, during this trial period, she shall be returned to her former position at her previous increment step, with increments as may have been applicable as per Article 17:01 and 20:09 during the trial period and without loss of seniority as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

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

- 9:04** When an employee is promoted, their new and future salary will be determined as follows:
- (a) The new salary will be the rate of her new job title which is at least the next higher to her rate on her former job title.
  - (b) Subject to Article 17:03, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours, in the new position worked, as per Schedule "A" and Article 12.

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

Where an employee is involuntarily demoted from a position in a higher grade to a position in a lower grade, they she shall be placed on the

increment step of the lower graded position which is closest to, but not higher than, her present rate of pay.

- 9:06** New employees with less than six (6) months service in a given position with the Employer will be eligible for promotion or transfer solely at the discretion of the Employer.

### **Article 10 Layoff and Recall**

- 10:01** In the event of a layoff, employees shall receive four (4) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.
- 10:02** In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their classification. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- 10:03** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 9:01 of the Collective Agreement.
- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational classification provided they are qualified to perform the required work.
- 10:05** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.

- 10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 10:07** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 10:06.
  - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (c) A twenty-four (24) month period has elapsed since the date of layoff, as per Article 8:03 (d).
- 10:08** Reduction of Hours/Deletion of an Occupied Position
- (a) In the event that an employee has her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks' notice or four (4) weeks pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
  - (b) Employees whose hours of work have been reduced or whose position has been deleted, shall be entitled to exercise their seniority within the same classification, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
  - (c) Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower classification within the scope of this Agreement provided the employee has a satisfactory work record, possesses the

qualifications, and meets the physical requirements of the position in question.

**10:09** Notwithstanding Article 20:01, providing the employee has indicated to the Employer a desire to work additional available shifts, such shifts shall be offered to an employee on layoff, or an employee who has had her hours reduced, before part-time and casual employees, provided she possesses the qualifications and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available shifts accepted by the employee on layoff or an employee who has had her hours reduced cannot exceed the employee's EFT prior to layoff, or reduction in hours. Such available shifts shall be distributed on a seniority basis.

In the event the employee accepts additional available shifts, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

(a) Vacation pay shall be calculated in accordance with Article 20:05 and shall be paid at the prevailing rate for the employee on each 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 hours

<u>worked by the laid off employee</u>	X	Entitlement of a Full-time
Full Time Hours		Employee

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

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

**10:11** If a workplace restructuring will result in the deletion(s) of occupied MGEU positions, the Employer will notify the Union. A Joint Workforce Adjustment Committee will be established, with a minimum of two (2) representatives from management and a minimum of two (2) from the Union, to review the proposed changes and develop recommendations to minimize impact on the affected employees. Such recommendations shall not be in violation of the Collective Agreement.

### **Article 11 Leave of Absence**

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

**11:02 Parenting Leave**

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

- (i) Maternity/Parental Leave

A. Plan A

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (e) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in Article 15:10.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-

two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 15:10.

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 (i) B 1 (c).
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 11.02 (i) B 1 (c).
- (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
  - (c) all other time as may be provided under Article 11.02 (i) B (3), shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
  6. Plan B does not apply to temporary employees.
  7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- C. Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

(ii) Parental Leave - Paternity

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

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
  - (b) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
  - (c) An employee has completed six (6) months employment as of the date of the intended leave.
  - (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. Upon return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.
  - (v) An employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. Upon return from maternity

and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

### **11:03 Bereavement Leave**

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

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

- (b) Bereavement leave as referenced in (a) above may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (c) The time off referenced to in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (d) Compassionate Care Leave

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

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

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

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

- (3) A parent of the employee or a parent of the employee's spouse or common-law partner;
  - (4) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (5) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
  - (6) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
  - (7) The spouse or common-law partner of a person mentioned in any of the clauses (3), (4), (5) and (6);
  - (8) Any other person whom the employee considers to be a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (G) Seniority shall accrue as per Article 8:02 (c) and 8:04 (d).
- (H) Subject to the provisions of Article 15:10, 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 Compassionate Leave as outlined in Article 11:03.

- 11:04** Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or a mourner. Additional travel time shall not be compensated as per Article 11:03 (b) above.
- 11:05** An employee required to serve as a juror or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs, shall be granted a leave of absence without loss of basic pay provided they remit to the Employer any payment received for such service, excluding reimbursement of expenses.
- 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** (a) An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.
- (b) Except in cases of emergency, at least seven (7) calendar days advance notice of request for such leave will be given by the employee or the Union.

**11:08** Upon request, up to three (3) days income protection shall be paid to the parent on the occasion of a birth or adoption of a child. Such leave shall be paid from the family illness income protection bank as stipulated in Article 15:11, provided the full provisions of 11:02 (i) A. (e) are not utilized.

## **Article 12 Hours of Work**

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

- (a) Seven and one-half (7½) hours per day excluding meal periods and including rest periods; and
- (b) Thirty-seven and one-half (37½) hours per week; and
- (c) Seventy-five (75) hours bi-weekly.

With the exception of employees assigned to the Specimen Management function, the regular hours of work shall be scheduled between 07:00 and 16:00, Monday through Friday. A separate rotation shall be utilized in Specimen Management that provides appropriate coverage Monday through Saturday and the requirement to provide Saturday coverage shall be assigned equally to Clerk III positions performing this function.

**12:02** An unpaid meal period away from the workstation will be scheduled by the Employer and will not be less than one-half (½) hour.

**12:03** A rest period of fifteen (15) minutes away from the workstation will be scheduled by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed between the Employer and the employee.

- 12:04** Work scheduled for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of the 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** This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.
- 12:06** An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.
- 12:07** In the event the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Union shall be given seven (7) days notice for an opportunity to attend this meeting and to express the Union's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Union. If after due consideration the Employer still plans to implement the change, the affected employees will be given sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Union and the Employer.

### 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, or in excess of the normal full-time hours in the shift pattern in effect. Overtime shall be compensated at one and one-half ( $1\frac{1}{2}$  x) times the basic rate of pay for the first three (3) overtime hours worked and double time (2x) for all overtime hours worked thereafter.
- 13:02** All overtime worked on a General Holiday shall be paid at two and one-half ( $2\frac{1}{2}$  x) times the employee's basic rate of pay.
- 13:03** Overtime may be accumulated to a maximum of seventy-five (75) hours, ten (10) working days, and may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31<sup>st</sup> of any year, or will be paid out at the end of the current fiscal year. Except in unique circumstances, two (2) weeks' notice of requests for time off will be provided.
- 13:04** When overtime is required, it shall be offered to the most senior qualified volunteer employee(s) in the classification and where there are no volunteer employee(s), such duty shall be assigned starting with the most junior employee in the classification.
- 13:05** Full-time employee(s) required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 13:06** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.

- 13:07** An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside her regular hours shall be paid straight time rates for time spent in attendance at such courses or meetings or be given equivalent time off, subject to Article 13:03.
- 13:08** A meal shall be provided, or seven dollars (\$7.00) in lieu of such shall be paid to an employee, when said employee works in excess of two (2) hours following her normal shift.
- 13:09** Employees working two (2) consecutive shifts will be paid at double time for the second shift.
- 13:10** A full-time employee who works on a scheduled day off shall be paid two (2x) times the employee's rate of pay.
- 13:11** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift, in which case regular meal/rest periods shall occur.

#### **Article 14    General Holidays**

- 14:01** The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional days pay at the basic rate shall be granted in lieu.

New Year's Day (Jan.1)	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11)
Victoria Day	Christmas Day (Dec. 25)
Canada Day (July 1)	Boxing Day (Dec. 26)

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

- 14:02** An employee required to work on a general holiday will be paid at the rate of one and one-half ( $1\frac{1}{2}$  x) times her basic rate of pay for all hours worked up to seven and one-half ( $7\frac{1}{2}$ ) hours.
- 14:03** Subject to Article 14:06 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional days pay at the basic rate shall be granted in lieu.
- 14:04** Subject to Article 14:06 below, if a general holiday falls on the regular day off of an employee or during her annual vacation, she 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 days' pay at the basic rate shall be granted in lieu.
- 14:05** If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.

**14:06** Full-time employees shall be allowed to maintain up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit their 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 her regular rate of pay for all days so maintained.

### **Article 15 Income Protection**

**15:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.

**15:02** An employee who is absent from scheduled work due to illness, disability, quarantine, or because of an accident for which compensation is not payable under the Workers Compensation Act or Manitoba Public Insurance as a result of a motor vehicle accident, shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits.

- (a) Time off for medical, dental and chiropractic examination or treatments, including reasonable travel time, shall be granted, and such time off shall be chargeable against the employee's accumulated income protection credits, providing the following conditions are met:
  - (i) Whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.
  - (ii) If an employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be

granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.

- (iii) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community, the employee shall be allowed one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.

**15:03** An employee who will be absent under the conditions outlined in Article 15:02 shall inform her supervisor prior to the commencement of her next scheduled shift. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question:

Prior to Day Shift One (1) Hour

Reasonable notice must be provided for pre-scheduled medical, dental or chiropractic examinations or treatments and shall be a minimum of three (3) working days. An employee undergoing elective surgery shall, if possible, give seven (7) working days notice, except in cases of emergency.

An employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible, but not later than 14:00 hours the day prior to returning to work.

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

**15:04** Income protection shall accumulate at the rate of one and one-quarter (1 ¼) days for each full month of service.

- 15:05** Income protection credits will accumulate on the same basis as seniority is accrued under Article 8:02.
- 15:06** During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits, however should the employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.
- 15:07** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of an employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits or returning to work.
- 15:08** If an employee is to be absent for illness for a period exceeding her income protection, including E.I. credit, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.
- In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months. The employee will be responsible to notify the department every month to update the Employer regarding her medical status as well as her expected date of return.
- 15:09** Income Protection and Workers Compensation
- (A) (i) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
  - (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02(a) (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
  - (b) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B. decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
  - (c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
  - (d) In the event the W.C.B. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall

recover the total amount of the advance by payroll deduction.

- (e) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (B)
- (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02(a) of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
  - (ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.
  - (iii) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the

provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

- (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
  - (v) If at any time, it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.
- (C)
- (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance (M.P.I.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by M.P.I.
  - (ii) Subject to (i) above, where an employee has applied for M.P.I. benefits and where a loss of normal salary would result while awaiting a M.P.I. decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
    - (a) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 17:02(a) (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
    - (b) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final M.P.I. decision is rendered. In no case

shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.

- (c) The employee shall reimburse the Employer by assigning sufficient M.P.I. payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by M.P.I. directly to the employee.
  - (d) In the event that M.P.I. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
  - (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (D)
- (i) Subject to (B), an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the M.P.I. payments.
  - (ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02(a) of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
  - (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such

supplement shall be paid until the employee's accumulated income protection credits are exhausted.

(iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.

(E) Where a work assessment period or a modified return to work period is recommended by M.P.I., the Employer shall make every reasonable effort to arrange for such assessment/return subject to the M.P.I. covering all related costs.

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

**15:10** For each one and one-quarter ( $1\frac{1}{4}$ ) days of income protection accumulated, one (1) day (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 15:02. The remaining one-quarter ( $\frac{1}{4}$ ) of a day (20%) shall be reserved for either the employee's personal use as outlined in Article 15:02, or for use in the event of family illness as specified in Article 15:11. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (1) day to read three-quarters ( $\frac{3}{4}$ ) of a day, and amend one-quarter ( $\frac{1}{4}$ ) of a day to read one-half ( $\frac{1}{2}$ ) of a day.

**15:11** Subject to the provisions of Article 15:10, an employee may use up to five (5) days income protection in any one (1) calendar year for the purpose of providing care in the event of an illness or injury of a spouse, child or parent.

### **Article 16 Annual Vacation**

**16:01** The vacation year shall be from the 1<sup>st</sup> day of July in the one year to the 30<sup>th</sup> day of June in the next year.

**16:02** An employee who has completed less than one (1) years continuous employment as of June 30<sup>th</sup> will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

**16:03** (a) Annual vacation shall be earned at the rate of:

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

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

- 16:04** (a) The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 16:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of the posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within each department.
- (b) An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- (c) Employees in term positions, as per Article 3:04, will be considered to be assigned to the operational area where it is anticipated they will be working in on the dates they select for their respective vacation.
- (d) All requests for vacation leave will be subject to approval of the employee's supervisor or designate, based upon operational requirements.
- 16:05** The Employer will post an approved vacation schedule of the projected vacation entitlements by no later than April 30<sup>th</sup> of each year. Vacations shall not be changed unless mutually agreed upon by the employee and the Employer.
- 16:06** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:01.

- 16:07** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.
- 16:08** Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 16:06.
- 16:09** Vacation entitlement will be payable at the employee's regular rate of pay.

### **Article 17 Salaries and Increments**

- 17:01** Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed her duties in a satisfactory fashion.
- 17:02** (a) Salaries shall be paid bi-weekly to each employee in accordance with his pay grade listed in Schedule "A".
- (b) Upon discovery of a payroll error, the employee/Employer is responsible to report such error to the Employer/employee as soon as possible.

- (c) Errors in pay equivalent to one (1) full day (7½ hours) of regular pay or less made by the Employer shall be corrected on the next payday.
- (d) Where there is money owing to the employee in excess of one (1) full day (7½ hours) of regular pay, the employee shall, upon request, be paid by supplementary pay or manual cheque as soon as possible within the seven (7) calendar days following the day the error was reported.

**17:03** Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date, regardless of position classification. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall be moved forward in direct relation to the length of the leave.

**17:04** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid sixty-five cents (\$0.65) per hour for hours so assigned.

**17:05** An employee assigned, in writing by the Employer, to temporarily relieve or replace an employee whose position is outside of the bargaining unit will be paid eighty cents (\$0.80) per hour above their existing rate of pay.

**17:06** Transportation

- (a) Effective date of ratification, an employee required to return to the site on a callback as referenced in Article 13:05 will have:
  - (i) Return transportation provided by the Employer; or
  - (ii) Reimbursement of mileage in accordance with the Province of Manitoba mileage rates if she uses her own car.

- (b) Employees who are required to use their own personal vehicle for facility business which has been pre-authorized by the Employer shall be reimbursed by the Employer in accordance with the Province of Manitoba mileage rates.
- (c) Employees required to attend meetings outside the facility shall be reimbursed applicable transportation and mileage rates as outlined above.

**17:07** The Employer shall supply, launder and maintain personal protective equipment for all employees who are required by the Employer to wear such equipment.

**17:08** Personal Protective Equipment shall not be worn off the premises of the Facility, except when specifically permitted to do so by the Employer.

**17:09** All personal protective equipment remains 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 personal protective equipment, which they have abused or lost.

### **Article 18 Premiums**

**18:01** (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

(b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.

**18:02** Shift premium and weekend premium will not be payable while an employee is off duty for any reason.

**18:03** A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

**Article 19 Termination / Resignation**

**19:01** An employee may terminate her employment with the Employer by giving the following written notice:

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

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

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

Employment may be terminated with lesser notice:

- (a) By mutual agreement between the Employer and the employee, or;
- (b) During the probationary period of a new employee, without recourse to the grievance or arbitration process;
- (c) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.

**19:03** The Employer will make available, within ten (10) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

**Article 20 Special Provisions Re: Part-time Employees**

- 20:01** (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority within the department amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (c) Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked. Additional hours worked by a part-time employee shall be included when determining seniority, an employee's earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 20:07.

When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 ("term position"), she shall be entitled to income protection benefits and bereavement leave.

(d) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

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

**20:03 Income Protection in Case of Illness**

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

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

**20:04** Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness, consistent with Article 20:01 (c).

**20:05 Annual Vacations**

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

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

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

**20:06** 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.

**20:07 General Holidays**

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

**20:08 Overtime**

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 12.

**20:09 Increments**

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

**20:10 Bereavement Leave**

- (a) A part-time employee shall be allowed to take up to four (4) consecutive calendar days off, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, sister's husband/brother's wife, and any other relative or foster child who was residing in the same household at the time of his/her death; she shall receive pay at the basic rate for each scheduled hour of work within those four (4) days.

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

- (b) Bereavement leave as referenced in (a) above, may be extended by up to two (2) additional consecutive calendar days as may be necessitated by reason of travel to attend the funeral. If granted, the part-time employee shall receive pay at the basic rate for each scheduled hour of work within those two (2) additional consecutive calendar 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.
- (d) Compassionate Care Leave

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

- (A) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (D) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) The day the certificate is issued, or
    - (ii) If the leave was begun before the certificate was issued, the day the leave began; and
  - (2) The family member requires the care or support of one (1) or more family members.

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

- (E) A family member for the purpose of this Article shall be defined as:
- (1) A spouse or common-law partner of the employee;
  - (2) A child of the employee or a child of the employee's spouse or common-law partner;
  - (3) A parent of the employee or a parent of the employee's spouse or common-law partner;
  - (4) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (5) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
  - (6) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;

- (7) The spouse or common-law partner of a person mentioned in any of the clauses (3), (4), (5) and (6);
  - (8) Any other person whom the employee considers to be a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
  - (G) Seniority shall accrue as per Article 8:02 (c) and 8:04 (d).
  - (H) Subject to the provisions of Article 15:10, 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 Compassionate Leave as outlined in Article 20:10.

**20:11** Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 20:10.

## **Article 21 Committees**

**21:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.

- 21:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee may at any time have a Representative from The Manitoba Government and General Employees' Union attend as an observer only.
- 21:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.
- 21:04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 21:05** 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 as per the Workplace Safety and Health Act.
- 21:06** 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 22 Retirement Bonus**

- 22:01** Employees retiring in accordance with the following:
- (i) Retire at age sixty-five (65) years; or

- (ii) Retire after age sixty-five (65) years; or
- (iii) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
- (iv) Employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80); shall be granted a retirement bonus on the basis of four (4) days per year of employment. Where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employees dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to his/her estate.

**22:02** Calculation of the retirement bonus entitlement shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total seniority, excluding service as a casual employee in accordance with Article 3:06, on the date of retirement.

**22:03** Employees retiring in accordance with the conditions of Article 22:01 shall be granted a retirement bonus as specified on the following basis. Calculations will be based on the following formula:

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

**22:04** Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

- 22:05** Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this Collective Agreement.
- 22:06** Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Canada Revenue Agency limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

## **Article 23 Employee Benefits**

### **23:01 Dental Plan**

The parties agree that during the life of this Agreement, Healthcare Employees Benefit Plan (HEBP) sponsored Dental Plan will be cost-shared on a 50-50 basis.

### **23:02 Disability and Rehabilitation Plan**

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

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

The Employer agrees to fund its share of costs on an administrative service basis as required and in addition, the Employer will provide a net reserve to cover future benefits for employees on the disability plan.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. An employee

may claim income protection for a period of time not to exceed the elimination period.

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

- 23:03** The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans; or upon request the same information may be provided through the appropriate administrative contact.

#### **Article 24 Changes in Classification**

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

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

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

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

### **Article 25 Sub-Contracting**

- 25:01** It shall not be considered as sub-contracting should the Employer:
- (a) Merge or amalgamate with another health care facility, health care related facility or Regional Health Authority, or
  - (b) Transfer or combine any of its operations or functions with another health care facility, health care related facility or Regional Health Authority, or
  - (c) Take over any of the operations or functions of another health care facility.
- 25:02** In accordance with Article 25:01, employees will be given ninety (90) days notice, and where 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) kilometer radius of the employee's originating facility, the employee shall be entitled to a choice of either:
- (a) 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; or

- (b) the exercise of their seniority to displace a less senior employee in an equivalent or lower classification within the scope of this Agreement, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

**25:03** If the Employer intends to sub-contract work which results in the displacement of one (1) or more 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 grade will continue at the salary of his/her present pay grade and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

## **Article 26 Duration**

- 26:01**
- (a) This Agreement shall be in full force and effect from the 2<sup>nd</sup> day of June, 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.

- 26:02** Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 26:03** This Agreement may be amended during its term by mutual agreement.
- 26:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

### **Article 27 Union Representation**

- 27:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 27:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.
- 27:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be two (2) representatives.
- By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.

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

### **Article 28 Respectful Workplace**

**28:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place or residence
- membership or non-membership or activity in the union

except as may be allowed under the Manitoba Human Rights Code

**28:02** The Employer and the Union agree that no form of harassment, violence, disruptive workplace conflict or disrespectful behaviour shall be condoned in the workplace. The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment as set out in the Respectful Workplace Policy as may be amended by the Employer from time to time. Employees are encouraged to review the Respectful Workplace Policy.

It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer and the Union agree that situations involving harassment, violence, disruptive workplace conflict or disrespectful behavior shall be treated in strict confidence.

#### **Article 29 Bulletin Boards**

**29:01** A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the Employer and is subject to approval.

#### **Article 30 Discharge, Suspension, Discipline and Access to Personnel Files**

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

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

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

**30:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

**30:04** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

**30:05** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 30:04 of the Collective Agreement.

**30:06** There shall be one (1) personnel file maintained by the Employer for each employee.

**30:07** Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment and that response shall become part of her record.

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

### **Article 31 Standby**

- 31:01** An employee who is designated in writing by the Employer to be on standby shall be entitled to payment of one (1) hour basic pay for each eight (8) hour period of standby, or a pro rata payment for any portion thereof. Standby allowance shall not be paid during any time during which an employee is actually called back to work and being paid.

### **Article 32 Storm/Disaster Pay**

- 32:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed, however, on written request, she will be allowed to use banked time in lieu of overtime, banked statutory holiday or vacation time.

### **Article 33 Education Leave**

- 33:01** The Employer, where possible, will attempt to accommodate scheduling request for employees who have been accepted into an education program and wish to maintain an employment relationship with the Employer.
- 33:02** Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

### **Article 34 Loss of or Damage to Personal Effects**

- 34:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for replacement of same.
- 34:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 34:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

### **Article 35 Safety and Health**

- 35:01** The Employer shall in accordance with the objects and purposes of the Workplace Safety and Health Act:
- (a) Ensure so far as is reasonably practicable, the safety, health, and welfare at work of all workers; and
  - (b) Comply with the Workplace Safety and Health Act and Regulations.
- 35:02** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.

**35:03** A joint Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established within each facility to examine all aspects of safety and health measures within the facility. The joint Safety and Health Committee shall hold meetings at least quarterly for jointly considering, monitoring, inspecting, investigating, and reviewing safety and health conditions and practices within in the site. The duties of the committee include:

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

- (j) Such other duties as may be specified in this Act or prescribed by regulation.

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

**35:04** The Employer and the Union agree that harassing and violent behaviour shall not be condoned in the workplace and is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

- (a) When the Employer is aware that a resident/patient has a history of aggressive behavior the Employer will make such information available to employees who provide service to those residents.
- (b) Where such a program does not exist, the Employer shall develop an Aggressive Resident/Patient Conduct Program. Prior to implementing such a program, the Employer shall receive a recommendation from the Safety and Health committee. Such a program will include instruction and dissemination of information:

**35:05** The Employer shall provide information and preventative measures for those employees in contact with known infectious diseases where medically necessary to protect the employee or other residents.

**35:06** An employee may refuse to perform particular work where the employee has reasonable grounds to believe and does believe that the work is dangerous to his/her safety or health or the safety or health of another worker or another person. Where the employee refuses particular work, he/she shall immediately report the refusal and reasons therefore to his/her immediate supervisor. The Employer shall ensure that employees subsequently asked to perform this work are made aware of the original refusal. The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

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

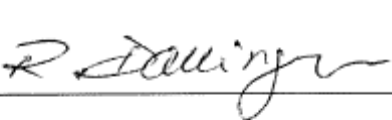
### **Article 36 Overpayments**

**36:01** 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.

**36:02** In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

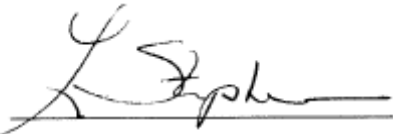
Signed this 19<sup>th</sup> day of October, 2010



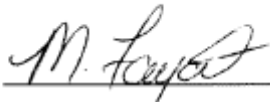
*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and  
General Employees Union*




*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and  
General Employees Union*



*On behalf of Diagnostic Services of Manitoba Inc.*

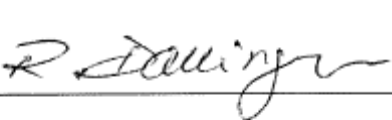


*On behalf of Manitoba Government and  
General Employees Union*

**Schedule "A"****General Economic Wage Increases:**

Effective June 2, 2008	2.90% increase on hourly rates for all classifications
Effective April 1, 2009	2.90% increase on hourly rates for all classifications
Effective April 1, 2010	2.90% increase on hourly rates for all classifications
Effective April 1, 2011	2.90% increase on hourly rates for all classifications

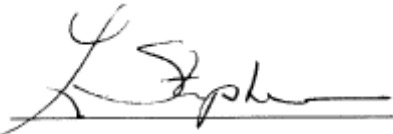
Signed this 19<sup>th</sup> day of October, 2010



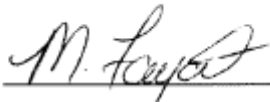
*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and  
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*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and  
General Employees Union*



*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and  
General Employees Union*

**Memorandum of Understanding**

*Between*

**Diagnostic Services of Manitoba**

*And*

**Manitoba Government and General Employees Union**

**Re: Salary Scale Restructure-Placement on New Scale**

**Adjustments in Addition to the General Increases to Achieve Target Rates**

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Employees affected by a salary scale restructure on the date of ratification of the collective agreement shall be placed on the new salary scale at the increment which is closest to their current rate which does not cause a decrease in rate.

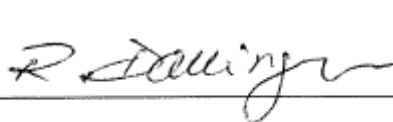
The tables below illustrate the transition from the April 1, 2009 salary scale to the restructured salary scale for the affected classifications. Adjustments in addition to the general salary increases, as required to achieve the target rates, have been identified by date of application and the percentage applied for those affected classifications.



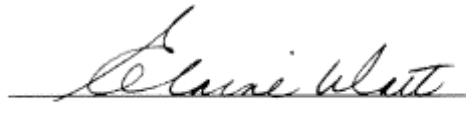
77B Secretary-Medical	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rates April 1, 2009	<del>\$17.051</del>	<del>\$17.453</del>	<del>\$17.858</del>	<del>\$18.262</del>	<del>\$18.668</del>	
Hourly Rates March 31, 2010	\$16.102	\$16.585	\$17.083	\$17.596	\$18.124	\$18.668
Adjustment October 1, 2010	0.85%	0.85%	0.85%	0.85%	0.85%	0.85%
Adjustment October 1, 2011**	0.84%	0.84%	0.84%	0.84%	0.84%	0.84%

\*\*Standard Rates Achieved

Signed this 19<sup>th</sup> day of October, 2010

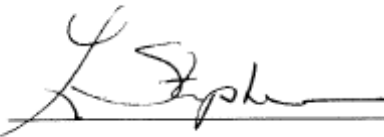
  
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*On behalf of Diagnostic Services of Manitoba Inc.*

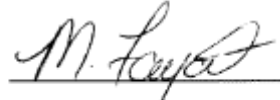
  
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*On behalf of Manitoba Government and*

*General Employees Union*

  
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*On behalf of Diagnostic Services of Manitoba Inc.*


  
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*On behalf of Manitoba Government and*

*General Employees Union*

  
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*On behalf of Diagnostic Services of Manitoba Inc.*

  
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*On behalf of Manitoba Government and*

*General Employees Union*

**Memorandum of Understanding**

*Between*

**Diagnostic Services of Manitoba**

*And*

**Manitoba Government and General Employees Union**

**Re: Retroactive Pay**

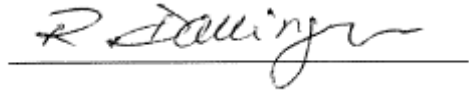
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Retroactive pay will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing.

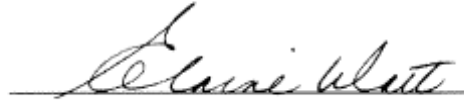
Retroactive pay will be processed as soon as possible following ratification of the settlement by both parties and the provision of the approved wage scales to the Employer. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Wherever possible, retroactive pay will be made by separate cheque.

Signed this 19<sup>th</sup> day of OCTOBER, 2010

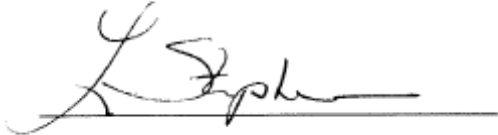


*On behalf of Diagnostic Services of Manitoba Inc.*

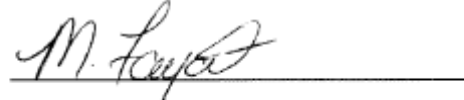


*On behalf of Manitoba Government and*

*General Employees Union*



*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and*

*General Employees Union*



*On behalf of Diagnostic Services of Manitoba Inc.*



*On behalf of Manitoba Government and*

*General Employees Union*

**Memorandum of Understanding**

*Between*

**Diagnostic Services of Manitoba**

*And*

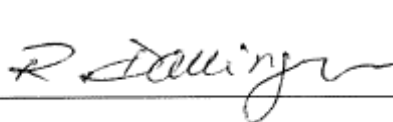
**Manitoba Government and General Employees Union**

**Re: Pension or Benefit Plan Improvements**


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

Signed this 19<sup>th</sup> day of October, 2010

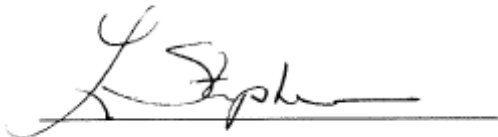
  
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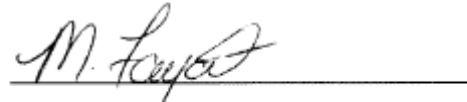
  
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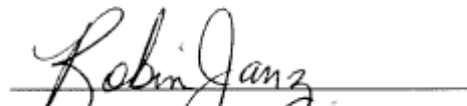
  
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*On behalf of Manitoba Government and*

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*On behalf of Diagnostic Services of Manitoba Inc.*

  
\_\_\_\_\_

*On behalf of Manitoba Government and*

*General Employees Union*

## **EXTENDED HEALTH CARE PLAN / HEALTH SPENDING ACCOUNT**

The following benefit improvements will be applied through HEBP as specified:

### **1. Extended Health Care Plan:**

- April 1, 2009 – All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEBP “Enhanced” Extended Health Care Plan.
- Effective April 1, 2009 the “Enhanced” Plan premiums will be paid 50% by the Employer and 50% by the Employee.
- There will be a three (3) month enrollment of January 1, 2009 to March 31, 2009 to allow Employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the “Enhanced” Plan provided they are eligible in accordance with their category of employment or remain out.
- Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.
- New Employees hired on or after April 1, 2009 will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.

- Any other enrolment changes will be as per the HEBP Plan text.

## 2. **Health Spending Account:**

Effective April 1, 2010 a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available as a top-up to the existing benefits provided in the HEBP “Enhanced” Extended Health Benefits Plan and the HEBP Dental Plan.

The annual HSA benefits amounts shall be:

- April 1, 2010 \$250 for full-time employees\*
  - \$125 for part-time employees
- April 1, 2011 \$500 for full-time employees\*
  - \$250 for part-time employees

\* For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1<sup>st</sup> to December 31<sup>st</sup>.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Healthcare Plan.
- New employees hired on or after April 1, 2010 who become enrolled in the “Enhanced” Extended Healthcare Plan will

commence HSA coverage following one (1) year participation in the “Enhanced” Extended Healthcare Plan.

- Unutilized HSA monies are not carried over to the subsequent year.

Signed this 19<sup>th</sup> day of OCTOBER, 2010

  
On behalf of Diagnostic Services of Manitoba Inc.

  
On behalf of Manitoba Government and  
General Employees Union

  
On behalf of Diagnostic Services of Manitoba Inc.

  
On behalf of Manitoba Government and  
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On behalf of Diagnostic Services of Manitoba Inc.

  
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**SCHEDULE 'A' - SALARIES**

Classification	Annual						
	Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
<b>104 Clerk III</b>	1,950						
April 1, 2007 (expired)		15.671	15.991	16.317	16.650	16.990	
June 2, 2008 – 2.9%		16.125	16.455	16.790	17.133	17.483	
April 1, 2009 – 2.9%		16.593	16.932	17.277	17.630	17.990	
March 31, 2010 – Wage Restructure		15.517	15.983	16.463	16.957	17.466	17.990
April 1, 2010 – 2.9%		15.967	16.447	16.940	17.449	17.973	18.512
October 1, 2010 – Wage Standardization		16.127	16.611	17.109	17.623	18.153	18.697
April 1, 2011 – 2.9%		16.595	17.093	17.605	18.134	18.679	19.239
October 1, 2011 – Wage Standardization		16.766	17.269	17.787	18.320	18.870	19.436

<b>Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>76 Secretary 1</b>	1,950						
April 1, 2007 (expired)		16.125	16.454	16.792	17.134	17.482	
June 2, 2008 – 2.9%		16.593	16.931	17.279	17.631	17.989	
April 1, 2009 – 2.9%		17.074	17.422	17.780	18.142	18.511	
March 31, 2010 – Scale Restructuring		15.969	16.448	16.491	17.449	17.972	18.511
April 1, 2010 – 2.9%		16.432	16.925	17.432	17.955	18.493	19.048
October 1, 2010 – Wage Standardization		16.703	17.204	17.720	18.251	18.798	19.362
April 1, 2011 – 2.9%		17.187	17.703	18.234	18.780	19.343	19.923
October 1, 2011 – Wage Standardization		17.470	17.994	18.534	19.090	19.663	20.253

**SCHEDULE “A” – SALARIES**

<b>Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>77B Medical Transcriptionist</b>	1,950						
April 1, 2007 (expired)		16.103	16.483	16.866	17.247	17.631	
June 2, 2008 – 2.9%		16.570	16.961	17.355	17.747	18.142	
April 1, 2009 – 2.9%		17.051	17.453	17.858	18.262	18.668	
March 31, 2010 – Scale Restructuring		16.102	16.585	17.083	17.596	18.124	18.668
April 1, 2010 – 2.9%		16.569	17.066	17.578	18.106	18.650	19.209
October 1, 2010 – Wage Standardization		16.710	17.211	17.727	18.260	18.809	19.372
April 1, 2011 – 2.9%		17.195	17.710	18.241	18.790	19.354	19.934
October 1, 2011 – Wage Standardization		17.339	17.860	18.395	18.947	19.516	20.101

<b>Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Morgue Attendant</b>	1,950						
April 1, 2007 (expired)		17.835	18.083	18.333	18.576	18.829	
June 2, 2008 – 2.9%		18.352	18.607	18.865	19.115	19.375	
April 1, 2009 – 2.9%		18.884	19.147	19.412	19.669	19.937	
April 1, 2010 – 2.9%		19.432	19.702	19.975	20.239	20.515	
April 1, 2011 – 2.9%		19.996	20.273	20.554	20.826	21.110	