

Collective Agreement

between

Westman Regional Laboratory Services, Inc.

and

Manitoba Government and General Employees Union

April 1, 2006 to September 30, 2010

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*All changes are in **bold**.

Collective Agreement

between

Westman Regional Laboratory Services, Inc.
(herein called the "Employer")

and

The Manitoba Government and General Employees' Union
(herein called the "Union")

WHEREAS the Union is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS the Union and the Employer desire to promote the morale, well-being and security of those employees; and to ensure the continued availability of quality health care services; and

WHEREAS the Union and the Employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Union and the Employer agree with each other as follows:

Article 1 - Scope and Application of Agreement

- 1:01 The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-4103 or subsequent amendments thereto.
- 1:02 If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 1:03 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.
- 1:04 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

Article 2 - Definitions

Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth.

Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

- 2:01 APPROVED TRAINING means training as approved by the authorized parent society.
- 2:02 BASIC PAY, RATE or SALARY means the amount indicated in SCHEDULES "A" and "B".
- 2:03 * The list will be reviewed and completed during the life of the agreement.

ART – Advanced Registered Technologist (certified by & currently registered with CSMLS)

BSc - Bachelor of Science

CMLTM – College of Medical Laboratory Technologists of Manitoba

CSMLS – Canadian Society for Medical Laboratory Science

FCSMLS – Fellowship of the Canadian Society for Medical Laboratory Science (certified by & currently registered with CSMLS)

LCSMLS – Licentiate, (certified by and currently registered with the CSMLS)

MSc – Master of Science

MLT – Medical Laboratory Technologist (certified by CSMLS & currently registered with CMLTM)

MLA – Medical Laboratory Assistant

PA – Pathology Assistant

- 2:04 An employee means a person employed by the Employer in a position which is included in the bargaining unit.
- 2:05 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 7 (Hours of Work). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 2:06 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 7 (Hours of Work), on a scheduled and recurring basis.
- 2:07 Probationary Employee - means an employee who has not completed three (3) months continuous full-time or part-time employment. Until such time as an employee has completed her probation period, she may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Union. The probation period for any given employee may be extended after consultation with the Union.
- 2:08 a) Temporary Employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than fifty-four (54) weeks, unless mutually agreed by the Union and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or W.C.B. claim. In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months.) Such employee is covered by the terms of this Agreement.

For situations related to WCB and/or illness and/or accident and/or Maternity/Parental Leave, or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current

incumbent to his position, subject to a minimum of twenty-four (24) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

- b) A temporary employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified.
- c) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term.
- d) A temporary employee may not be eligible for transfer during her probationary period.
- e) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position within the bargaining unit if that position is within a different discipline (laboratory) or specialized area of practice.
- f) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- g) A temporary employee who applies for or is awarded a posted position prior to the end of her period of temporary employment, shall have her service connected for seniority purposes.
- h) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Union. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.
- i) A temporary employee is entitled to all provisions of the collective agreement unless otherwise specified.

- 2:09 Casual Employee - means an employee who is called in occasionally by the Employer to:
- (a) replace a full-time or part-time employee, or
 - (b) 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 provided below.

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 10 (Shift Premiums and Weekend Premiums).
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5x) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8 (Overtime).
- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- g) The Employer agrees to deduct Union dues from casual employees in accordance with Article 18 (Union Security).
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 9 (Standby and Callbacks).
- j) Articles 19 and 20, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- l) Effective July 21, 2000, casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours , in accordance with Article 7:01. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

2:10 For identification purposes, shifts will be named as follows:

- a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.
- b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.
- c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.

2:11 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

2:12 Transfer means a change by an employee from one position to another position with the same salary range.

2:13 Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.

Article 3 - Occupational Classifications

3:01 The brief descriptions listed in Appendix “A” are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions but is required to negotiate the value of any material change in job content during the term of this Agreement.

3:02 a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Union and affected employees. Written notice of objection must be given to the Employer by the Union within thirty (30) calendar days after the notification above or such classification and wage rates shall be considered approved and shall form part of the Agreement.

b) Where the Union objects to the wage rate for a new or altered classification established by the Employer, negotiations or the Arbitration Procedure set out in

Article 20 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Union in a) above.

- c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- d) Where an employee believes that there has been a material or substantial change in her job content since she was last classified, she shall be entitled to request a review of her classification.
- e) 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.
- f) If the decision in (e) is not satisfactory to the employee, she may treat this request for change in classification as a grievance as defined in Article 19.
- g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

3:03 The Employer agrees to provide the Union with a current copy of job descriptions for all classifications for which the Union is the certified bargaining agent within one hundred and twenty (120) days of the signing of the collective agreement.

The Employer further agrees to provide the Union and the affected employee(s) with copies of any subsequent amendments to these job descriptions within sixty (60) days following their revision.

Article 4 - Management Rights

4:01 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.

4:02 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

Article 5 - Salaries

5:01 Salaries shall be paid to each employee in accordance with Schedules "A" and "B" which are attached to and form part of this Agreement.

5:02 In implementing this Agreement each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.

5:03 An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer.

5:04 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less. Increments as specified in salary Schedule "A" shall be granted annually on the anniversary date of the employee's employment, or as altered by the terms of this agreement, the latter of which shall take precedence.

5:05 The minimum salary of a newly hired employee will be determined by experience:

- a) on an equivalent full-time basis, and
- b) related to the position applied for and held, and
- c) in accordance with the following table:

	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
1 year in previous				
3 years	XX			
2 years in previous				
4 years		XX		
3 years in previous				
5 years			XX	
4 years in previous				
5 years				XX

5:06 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

5:07 Equivalent gross annual rates shall be calculated as follows:

$$\text{Annual rates} = \text{gross hourly rates} \times 2015$$

5:08 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days after termination or death.

5:09 Where applicable, employees who are eligible for registration shall be paid at the start rate shown in Schedule "A" until the anniversary date immediately following registration.

Article 6 - Seniority, Promotions and Transfers

6:01 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained.

- 6:02 Seniority of an employee will continue to accrue during:
- a) any period of paid leave of absence or income protection
 - b) absence on Workers' Compensation for up to two (2) years
 - c) unpaid leave of absence of four (4) weeks or less.
 - d) layoff of twenty-six (26) weeks or less
 - e) educational leave of absence up to two (2) years;
 - f) She is on any period of Maternal and/or Parenting Leave.
 - g) any period of approved unpaid leave of absence for Union purposes of up to one (1) year.
 - h) any period of unpaid leave of absence due to injury or illness which may be compensable by 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.
- 6:03 Seniority will be retained but will not continue to accrue during:
- a) unpaid leave of absence of more than four (4) weeks
 - b) absence on Workers' Compensation benefits for more than two (2) years
 - c) educational leave in excess of two (2) years;
 - d) layoff more than twenty-six (26) weeks and not more than five (5) years.
- 6:04 Seniority will terminate if an employee:
- a) resigns or retires
 - b) is discharged and is not re-instated.
 - c) is laid off for more than five (5) years
 - d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.
- 6:05 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.
- 6:06
- a) Upon promotion, an employee shall receive a salary within the salary range applicable to her new classification, which provides an increase of at least 5% above her former salary.
 - b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.
- 6:07 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Union office within the posting period. Job descriptions shall be available to applicants upon request.
- 6:08 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.

- 6:09 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 6:10 An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 6:11 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Union agrees.
- 6:12 During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to former position shall be returned to her former occupational classification and employment status.
- 6:13 An employee, other than a temporary employee, who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 6:14 An employee who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which she is capable. She will be paid at the same increment level in the new position as she was paid in her previous position.
- 6:15 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

Article 7 - Hours of Work and Shift Schedules

- 7:01 Regular full-time hours of work will be:
- a) Seven and three-quarter (7 3/4) consecutive hours per day
 - b) An average of seventy-seven and one-half (77 1/2) hours per bi-weekly period.
- 7:02 Regular hours of work shall be deemed to:
- a) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty
 - b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

- 7:03 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one month before the first day of the schedule.
- 7:04 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 7:05 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 7:06 Except by mutual agreement between the Employer and a majority of the affected employees, shift schedules shall provide for:
- a) not less than fifteen (15) hours off between shifts
 - b) not less than eight (8) days off in any two consecutive pay periods
 - c) not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.
- 7:07 Except by mutual agreement between a majority of affected employees and the Employer, shift schedules shall provide for as many weekends off as is reasonably possible. The Employer shall endeavour to schedule full-time employees to work not more than fifty (50%) percent of weekends.
- 7:08 Whenever reasonably possible, days off shall be granted consecutively.
- 7:09 Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid double time.
- 7:10 Unless given seven (7) days prior notice, an employee whose shift is changed shall be paid at overtime rates for the first shift worked which varies from the posted schedule.
- 7:11 If 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 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 at least sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Union and the Employer.
- 7:12 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening

shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

- 7:13 Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the Employer.
- 7:14 An employee who is required to remain on duty or return to work during her meal period shall be paid at overtime rates for that entire meal period.
- 7:15 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she 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.
- 7:16 **Self-Scheduling and/or Flex-Time**
This article shall not preclude the implementation of self-scheduling and/or flex-time by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement. The parties agree that past practice, effective August 21, 2003, shall be deemed to have received mutual agreement in this regard.

Article 8 - Overtime

- 8:01 Overtime shall mean any authorized time worked in excess of regular hours established under Article 7.
- 8:02 The Employer shall designate the manner in which overtime is to be authorized.
- 8:03 An employee shall not be required to alter her scheduled hours of work to offset any overtime worked.
- 8:04 There will be no payment for occasional overtime periods of less than fifteen (15) minutes in a day unless scheduled.
- 8:05 Overtime rates shall be:
- a) one and one-half times (1 ½ x) the basic rate except as follows:
 - b) two times (2x) the basic rate for all time in excess of three (3) hours in any one day;
 - c) two times (2x) the basic rate for the second of two consecutive shifts;
 - d) two and one-half times (2 ½x) the basic rate on a general holiday;
 - e) for time worked on a day not scheduled to work - see Article 7:09.
- 8:06 If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.

- 8:07 An employee performing overtime for a period in excess of two (2) hours shall be granted five dollars (\$5.00) for a meal and a further five dollars (\$5.00) for each subsequent four (4) hour overtime period.
- 8:08 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 8:09 No employee shall be required to work overtime against his wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.
- 8:10 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 regular meal/rest periods shall occur.
- 8:11 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.
- 8:12 **Telephone Consultation(s)**

When an employee is consulted by telephone outside of her regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- a) An employee who has not completed her regular daily or bi-weekly hours of work shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at her basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.
- b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.
- c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.

- d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

Article 9 - Standby And Callbacks

- 9:01 Standby is that time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.
- 9:02 a) An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hours' basic pay for each eight (8) hour period, or a pro rata payment for any portion thereof.
- b) An employee "not on call" who is called back to work shall receive a special premium of 3 hours at the on call rate in addition to the callback as determined under Article 902 a).
- 9:03 An employee returning to work on a callback outside of her scheduled working hours shall be paid at overtime rates for not less than three (3) hours for each such callback.
- 9:04 An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or paid thirty-six point seven cents (\$0.367) per km. for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return and a maximum mileage payment of \$10.00.
- 9:05 A callback is defined as a callback to return to the Facility, received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the Facility until she leaves the Department.
- 9:06 The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback.

Article 10 - Shift Premium And Weekend Premium

- 10:01 a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of her regular shift shall be paid an evening shift premium of one dollar (\$1.00) per hour for that entire shift.

- b) Any employee scheduled and required to work any hours between 2400 hours and 0600 hours, as part of her regular shift, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that entire shift.
 - c) Notwithstanding the above, where a shift includes hours within both the evening and night shifts, shift premiums shall be paid on the basis of hours worked within that shift.
 - d) Notwithstanding the above, where an employee works a “modified” (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in Article 2:10.
- 10:02 a) A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually 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.
- b) **The weekend premium /or shift premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave payments, vacation pay, or any other employee benefits.**

Article 11 - Annual Vacation

- 11:01 Annual vacations shall be earned during the period between the first (1) day of July and the thirtieth (30) day of June.
- 11:02 The whole of the calendar year shall be available for the taking of vacations.
- 11:03 Terminal vacation pay shall be calculated in accordance with 11:04 and shall be based on the employee’s rate of pay on the date of termination.
- 11:04 Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:
- Fifteen (15) working days per year commencing in first (1st) year of employment
 - Twenty (20) working days per year commencing in fourth (4th) year of employment
 - Twenty-five (25) working days per year commencing in eleventh (11th) year of employment
 - Thirty (30) working days per year commencing in twenty-first (21st) year of employment
- 11:05 One additional week's vacation will be granted to an employee only in the year of her twentieth (20th) anniversary of employment.

Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

- 11:06 An employee who has not completed one (1) year's continuous employment as at June 30th shall be granted a pro-rata vacation.
- 11:07 The Employer shall post vacation entitlements not later than March 1st each year, and allow employees to express their preference before April 1st.
- 11:08 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.
- Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.
- 11:09 An employee may, upon giving at least seven (7) days notice prior to the pay day immediately preceding her vacation, receive on that pay day any pay cheque(s) which may become due during the period of vacation.
- 11:10 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.
- 11:11 Employees on Worker's Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

Article 12 - Income Protection

- 12:01 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 1212A or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 1212B, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance.
- 12:02 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter days per month.

Of each day and a quarter of income protection credits earned, one day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for

use in the event of family illness as specified in 12:05. 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 day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".
- Eighty (80) percent of the balance will be reserved for the employee's personal use.
- Twenty (20) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with 12:05.

- 12:03 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 12:04 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.
- 12:05 Subject to the provisions of Article 12:02, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.
- 12:06 An employee who will be absent due to illness or injury must make every effort to inform her supervisor prior to her scheduled shift. An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours notice, or less if mutually agreeable, prior to returning to work.
- 12:07 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.
- 12:08 Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour. When non local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 12:09 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

12:10 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

12:11 Part-time employees shall accumulate income protection credits on a pro rata basis.

12:12 A) 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.

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 the W.C.B.

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. 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 is less.

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.

- B) (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. Failure to do so shall disentitle her from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
- (ii) Subject to B(i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- (iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and E.I. contributions.

- (iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - (a) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period or
 - (b) seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - (v) The employee shall reimburse the Employer by assigning sufficient MPI 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 MPI directly to the employee.
 - (vi) In the event that MPI 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.
 - (vii) 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.
- C)
- (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 MPI 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 2:02 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
 - (iv) If at any time it is decided by the Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against

benefits otherwise payable by the Manitoba Public Insurance, then such payment shall not be payable.

- (v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119) days whichever is less.

- 12:13 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.
- 12:14 It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.
- 12:15 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.

Article 13 - Bereavement And Compassionate Leave

- 13:01 An employee who is, or will be absent on bereavement/compassionate leave shall notify her supervisor at the earliest possible opportunity.
- 13:02 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, child, parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, **step-parent, step-child**, former legal guardian, fiance and any other relative who has been residing in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.
- 13:03 **Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral of a person with a relationship named above.**
- 13:04 Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner.
- 13:05 Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

Article 14 - General Holidays

14:01 a) A day off with pay shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

and any other holiday declared by the Federal, Provincial or Local Government Authority.

b) Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation or banked time, or a combination thereof, to a maximum of three (3) days, for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given to accommodate scheduling.

14:02 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 ½x) times her basic rate for regular daily hours. In addition a full-time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

14:03 Employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.

14:04 The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur, and consecutive with days off.

14:05 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

14:06 An employee required to work on either Christmas Day or New Years Day shall receive not less than three (3) consecutive days off incorporating the other of those holidays.

Article 15 - Responsibility Pay

- 15:01 An employee temporarily assigned to perform substantial duties and responsibilities of a higher salary classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which she would otherwise be entitled.
- 15:02 Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Union. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

Article 16 - Leave Of Absence

- 16:01 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.
- 16:02 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 16:03 An employee required to appear for jury duty or subpoenaed as a witness in a court of law, shall receive a leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty.
- 16:04 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 16:05 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 16:06 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 16:07 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

16:08 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

16:09 An employee on any leave of absence up to one (1) year covered by this collective agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.

16:10 Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part-time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in her being absent from work for a portion of her normal schedule, on a regular recurring basis over a defined period of time.

16:11 **CAREER DEVELOPMENT**

- A) The Employer and the Union mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.
- B) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - i. Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - ii. Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii. When an employee qualifies for leave with salary in accordance with B i) above, she shall be paid such portion of her salary not exceeding ten percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.
 - iv. Educational leave of over one (1) year, is subject to annual review.
- C) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- D) During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of inservice education for each employee, during the regular working hours.

- E) Where an employee is required to prepare presentations on behalf of the employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.
- F) If an employee takes a course outside of working hours, and if before the employee takes the course, her supervisor indicates the course is relevant to her employment, the employer will reimburse the employee for the tuition fee to a limit of \$200 upon successful completion of the course. Proof of successful completion will be required.

Article 17 - Parental Leave

17:01 **Parenting Leave**

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

17:02 **Maternity Leave**

(01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

The Employer may require an employee to commence maternity leave if the state of her health is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this article.

Plan "A"

In order to qualify for Plan A, 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 A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (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.
- (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17:02 (01) (c), or

- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 1702(01) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (03) (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B:

- (04) In order to qualify for Plan B, a pregnant employee must:
- (a) have completed six (6) continuous months of employment with the Employer if she is a full-time employee and seven (7) continuous months of employment with the Employer if she is a part-time employee;
 - (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 CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- (05) 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 she would have otherwise worked in the higher E.F.T. position during the six (6) month period, 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.
- (06) An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 1702(04)(c), or
 - (b) A period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 1702(04)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head;
- (07) 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 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 93% of her weekly rate of pay;
 - (c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings.

- (d) all other time as may be provided under 1702(06) shall be on a leave without pay basis.
- (08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.
- (09) 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.
- (10) Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Parental Leave

- (11) In order to qualify for Parental Leave, an employee must:
 - (a) be the natural mother of a child; or
 - (b) be the natural father of a child or must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of the province.
- (12) An employee who qualifies under 1702(11) must:
 - (a) have completed six (6) continuous months of employment; and
 - (b) Except in the case of Adoption Leave, in accordance with 17:02(11)(c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - (c) In the case of Adoption Leave in accordance with 17:02(11)(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
- (13) An employee who qualifies in accordance with 17:02(11) and 17:02(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding fifty-four (54) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave in accordance with Article 11:01 will be retained and will be available to be taken in the following vacation year.

- (14) Subject to 17:02(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (15) 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.

- 17:03 Paternity Leave - a male employee shall be entitled to one day leave of absence with pay within seven (7) days of the birth or adoption of his child.
- 17:04 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks, before the day the employee wants to end the leave.

Article 18 - Union Security

- 18:01 A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Union. The Union will provide sufficient copies for Employer administration needs.
- 18:02 All employees who are Union members in good standing or who may subsequently become Union members in good standing, shall as a condition of employment maintain Union membership during the life of this Agreement. All employees who are not Union members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Union members within ninety (90) days from the date of employment and shall as a condition of employment, remain Union members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Union requesting termination of her membership.
- 18:03 a) **Provided the operational requirements of the Lab are fulfilled, when meeting with the Employer to conduct negotiations, the Union will be allowed two (2) employees (President, Chief Steward) who will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer and the Union are represented.**

- b) Prior to the commencement of negotiations, the Union shall supply the Employer(s) with a list of employee representatives for negotiations.
- c) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Union shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.

- 18:04 Representatives of the Union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the Employer.
- 18:05 The Employer agrees to deduct the current Union dues from the pay of each employee in the bargaining unit. The dues deduction formulae shall be compatible with the Employer's present payroll system.
- 18:06 The Employer agrees to deduct once annually the amount of any special general assessment made by the Union.
- 18:07 Such amounts shall be forwarded to the Union within fifteen (15) days after the end of the month in which they are deducted, along with a list of employees from whom they have been deducted, including details of all changes from the preceding month's listing. If available, appropriate electronic copies of said information shall also be sent to Union office.
- 18:08 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 might incur as a result of such deductions.
- 18:09 The Union shall notify the Employer in writing as to the amount(s) of current Union dues, and such dues shall not be changed without one (1) month's prior notice, or more than twice in any calendar year.
- 18:10 The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 18:11 The Employer agrees to provide a suitable bulletin board within each building where members of the bargaining unit are regularly employed, for the posting of notices by the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.
- 18:12 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Union.

- 18:13 A local representative of the MGEU will be informed of the place and time of orientation of a new employee, and will be granted up to thirty (30) minutes during the orientation to familiarize her with the Union and this Agreement. A representative of Management may choose to be present during such meeting.
- 18:14 Union Leave:
- a) **Subject to operational requirements permitting and upon at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Union meetings or seminars. It is understood that the Union will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.**
- b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Union shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request, during her term of office, to a maximum of four (4) years.
- 18:15 Once annually, the Employer is to provide the Union with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, *home address, classification, employment status (i.e. full-time., part-time. or casual), salary rate, date of employment and anniversary date. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party. Union will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found. If available, electronic copies of said information shall also be sent to the Union office.

* See Memorandum of Understanding re. Article 18:15.

Article 19 - Grievance Procedure

- 19:01 Should a dispute arise between the Employer and an employee or the Union concerning the interpretation, application or alleged violation of this Agreement:
- 19:02 The employee and her supervisor shall first attempt to resolve the dispute by means of discussion.
- 19:03 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Department Head or his designate.
- 19:04 Within seven (7) days after the grievance has been filed, the Department Head or his designate shall investigate the matter and reply.

- 19:05 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Divisional Director, Human Resources or designate.
- 19:06 Within seven (7) days after receiving the grievance, the Divisional Director, Human Resources or designate shall investigate the matter, conducting a hearing upon request, and reply.
- 19:07 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 20 within the next ensuing fourteen (14) days.
- 19:08 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 19:09 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.
- 19:10 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Union and the Employer.
- 19:11 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 19:12 An employee may elect to be accompanied or represented by a Union representative at any stage of the Grievance/Arbitration procedures, or in any matter relating to this Collective Agreement.

Article 20 - Arbitration Procedure

- 20:01 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Union shall nominate their respective appointees to a three (3) person Arbitration Board.
- 20:02 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 20:03 If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.

- 20:04 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.
- 20:05 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Union.
- 20:06 Arbitrations are to be heard locally, unless an alternate location is mutually agreed to by the parties.

Article 21 - Part-Time Employees

- 21:01 Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave.
- 21:02 Part-time employees will be paid four point two five (4.25) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.
- 21:03 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.
- 21:04 Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees. However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 7.
- 21:05
- a) A part-time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.
 - b) A part-time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at her basic rate.

Article 22 - Safety Health And Welfare

- 22:01 The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba.**
- 22:02 A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with the Workplace Safety and Health Act and Regulations.**
- 22:03 At the request of the employee, the Employer shall provide, at no cost to the employee, vaccinations(s) and/or immunizations(s) for occupational illness(es) in accordance with the Canadian Immunization Guide, Health Canada.**
- 22:04 The Employer shall provide and maintain lab coats or jackets and special or protective work clothing which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.
- 22:05 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, providing established departmental procedures and policies have been followed.
- 22:06 Dental Plan
The parties agree that the HEBP Dental Plan shall continue to remain in effect on a 50/50 cost shared basis for the life of this Agreement.
- 22:07 Medicare Premiums
It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.
- 22:08 Disability & Rehabilitation Plan
The Employer shall continue to participate in the Jointly Trusteed Disability & Rehabilitation Plan on a 50-50 cost shared basis at a rate of one percent (1%) for each party.
- The Employer will continue to fund its share of costs on an administrative services basis and in addition the Employer will continue to provide a net reserve to cover future benefits for employees on the Disability Plan.
- The parties agree that income protection credits and Workers' Compensation Benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. It is

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

An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

Effective April 1, 2005 the Employer will contribute to a maximum of 2% of base salary to the Jointly Trusteed Disability and Rehabilitation Plan.

22:09 Pension Plan

Every eligible employee shall, as a condition of employment, participate in the HealthCare Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan.

22:10 The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which employees must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety equipment where required and install safety devices where necessary.

The Workplace Safety and Health Committee shall operate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

22:11 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

Article 23 - Pre-Retirement Leave

23:01 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

23:02 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of full-time employee.

23:03 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

23:04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.

Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

Article 24 - Discipline And Discharge

24:01 No employee shall be disciplined or discharged without just cause.

24:02 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Union representative, unless he refuses such representation.

24:03 An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Union Representative unless the employee elects otherwise.

24:04 Employees shall be shown any adverse report concerning her performance or conduct, and her comments or reply shall also be recorded in her personnel file. Upon request, she shall be given copies of such documents. If she regards the report to be inaccurate, she may also initiate a grievance requesting its correction or removal from her file.

24:05 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 19 (Grievance Procedure).

24:06 An employee may examine her personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in her personnel file.

24:07 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

Article 25 - Job Security

25:01 a) In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
two (2) weeks notice for layoff of up to eight (8) weeks

- b) A lay-off shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 25:02 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 25:03 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.
- 25:04 An employee whose position is being deleted in accordance with Article 25:03, or who is being laid off in accordance with Article 25:02 will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.
- 25:05 **An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.**
- 25:06 An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 25:07 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.
- 25:08 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.
- 25:09 Such recall shall be made by registered mail, and shall provide for two (2) weeks notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An

employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

25:10 An employee recalled to work in a different department, or different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.

25:11 Technological change shall mean the introduction by the 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) The negotiation of the effects of 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.

25:12 An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has competency and the qualifications to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the lay off procedures specified in this Agreement.

25:13 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

25:14 a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a

lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.

- b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.

25:15 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that past practice, effective June 23, 2000, shall be deemed to have received mutual agreement in this regard. The parties further agree that the provisions of this Article shall in no way supercede the provisions of the Memorandum of Understanding RE: Transfer of Service/Mergers/Amalgamation/Consolidation.

25:16 Notwithstanding Article 21:04, employees laid off, or who have had their work reduced in accordance with Article 25:01, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of 6:03 (d), whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- a) Vacation pay shall be calculated in accordance with Article 11:04, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;

satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Union and the employee(s).

Article 27 - Performance Appraisals

- 27:01 When performance appraisals are conducted, the following guidelines shall apply:
- a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
 - b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents;
 - c) the employee shall have the right to add comments to be attached thereto;
 - d) the employee shall be given a copy of the performance appraisal.
- 27:02 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, she may also initiate a grievance requesting its correction or removal from her file.

Article 28 - Notice Of Termination

- 28:01 Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks notice in writing exclusive of any vacation due.
- 28:02 Employment may be terminated with less notice or without notice:
- a) by mutual agreement between the Employer and the employee
 - b) during the employee's probationary period
 - c) where an employee is discharged for just cause.

Article 29 - Committees

- 29:01 The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.
- 29:02 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.
- 29:03 Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Union to attend meetings of the Workplace Health and Safety Committee, the Employee/Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Union and the Employer, and to which the Union is required to appoint representatives.

Article 30 - Job Sharing

30:01 When a full-time position is posted, two (2) employees may apply to equally share that position. The decision to allow two (2) employees to split a full-time position rests solely with the Employer who will consider the needs of the area.

- 1) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.
- 2) In the event that one (1) of the employees sharing a full-time position is absent, e.g. sick leave, vacation, leave of absence, etc. the other employee sharing the full-time position may be required to assume those shifts.
- 3) In the event that one (1) of the employees sharing a full-time position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted as full-time with the following wording noted on the job posting:

“This full-time position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working her half of the rotation and she will be allowed to do so if another employee is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same.”

- 4) Providing there is another employee willing to share the full-time rotation, the remaining employee will be maintained in the shared position.
- 5) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the rotation with the remaining employee, the posted position will be offered to the remaining employee as full-time and will be granted to her if she wishes to change from part-time to full-time.
- 6) If the remaining employee refuses to accept the position on a full-time basis, the position may be offered to the most suitable applicant for the full-time job posting.

The remaining employee will then be offered any part-time position for which she is qualified, that is currently vacant and if none is available, she shall be dealt with in accordance with Article 25.

Article 31 - Term of Agreement

31:01 This agreement and all its provisions shall be effective April 1, 2006.

- 31:02 This Agreement shall be in full force and effect until **September 30, 2010** and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.
- 31:03 This Agreement may be amended during its term by mutual agreement.
- 31:04 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.
- 31:05 If notice is not given under Article 31:04, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

Article 32 - Retroactive Wages

- 32:01 When retroactive payment of wages is agreed to for staff employed on the date of ratification of a new Agreement, the following process will occur:**
- 32:02 Employees retiring or who have voluntarily terminated their services will receive retroactive payment upon the Employer receiving their written request for such payment within ninety (90) days of the date of ratification.**
- 32:03 Employees on staff at the time retroactive pay is being issued will automatically receive payment.**

Article 33 – Meal Allowance

An employee required to travel on behalf of the Employer shall be reimbursed for accommodation expenses while out of town, and be paid the following per diem allowance for meals:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Per Diem</u>	<u>Incidental</u>	<u>April 1, 2007</u>
\$6.85	\$8.85	\$15.70	\$31.40	\$4.60	

Receipts are required for overnight accommodation. The per diem allowance covering reimbursement for all meals, snacks, gratuities, personal telephone calls and other incidental expenses is payable to the employee for each full day in “travel status” with no requirement for receipts. Where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only. On part days in “travel status”, the incidentals allowance shall be paid for either the first day or the last day of each absence from the Employer.

Article 34 – Compassionate Care Leave

34:01 As per Employment Standards Code.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #1

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Employee/Management Advisory Committee

The parties agree to utilize the existing Employee/Management Advisory Committee (Article 29) to discuss, review and make recommendations relative but not limited to:

- Staff recruitment and retention,
- Training, retraining and continuing education,
- Program Management,
- Efficiency of equipment utilization,
- Program delivery and new program implementation,
- Ongoing communications,
- Professional practice issues,
- Job enrichment,
- Orientation,
- Workplace security,
- Unresolved issues relating to workload, staffing or shift schedule.

Union staff shall be entitled to attend meetings as part of the employee delegation. Minutes shall be kept and distributed to members.

The parties further agree that the committee may request assistance from other resources such as financial staff or representatives of other agencies or organizations when dealing with issues.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #2

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Employment Security

Whereas the Employer is concerned with its employees' employment security, and

Whereas the Union is concerned with its members' employment security, and

Whereas within the Province of Manitoba health care reform continues to be explored, and

Whereas there may be a need to examine the delivery of health care within the facility, and

Whereas, there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.

6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities, with M.H.O., and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #3

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Transfer of Service/Mergers/Amalgamation/Consolidation

Applicable to all Employers;

The following sentence applicable only to HSC, St. Boniface, Concordia, Misericordia, Seven Oaks, and Victoria:

“The following provisions DO NOT apply to transfer of services/merger/amalgamation/consolidation between any of the Employers within the Winnipeg Regional Health Authority”.

WHEREAS the way services are provided by the Employer may change as a result of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

AND WHEREAS the Employer and the Union desire to assist employees who may be directly impacted by such initiatives;

IT IS THEREFORE AGREED THAT:

- i) The Employer will provide all relevant information to the Union in a timely manner as it becomes available.
- ii) The Employer and the Union will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to, redeployment issues.
- iii) For the purpose of application of Article 25 should the Employer:
 - a) merge or amalgamate with another service provider; or
 - b) centralize or consolidate with another service provider; or
 - c) transfer or combine any of its operations or functions to another service provider; or
 - d) take over any of the functions of another service provider;
it will not be considered contracting out or sub-contracting out.

- iv) During the period of notice given under the Employment Security Memorandum of Understanding, employees potentially affected by the impending alteration of service will be entitled to portability of benefits between the employers identified as signatories to this Memorandum of Understanding. Should the receiving employer not be signatory to this Memorandum of Understanding, the receiving employer will be encouraged to honour a like portability of benefits.

For employees who have been successful in obtaining a position at a facility who is a signator to this Memorandum of Understanding, the following shall be portable:

- 1) Accumulated income protection benefits/sick leave credits recognized by the last employer shall be credited by the new Employer.
- 2) Length of employment applicable to rate at which vacation is earned shall be recognized by the new employer.
- 3) Length of employment for purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 4) Salary treatment:
 - a) if the range is identical, then placed step-on-step;
 - b) if the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of porting.
- 5) Length of employment applicable to pre-retirement leave shall be recognized by the new Employer.
- 6) Upon hire of an employee, the receiving Employer agrees to confirm in writing to the employee all benefits which were ported from the sending Employer.
- 7) Benefits superior to those provided by the new Collective Agreement shall not be portable.
- 8) Hours of service since last increment is not portable for purpose of calculating next increment if applicable.
- 9) Salary and vacation earned to date to be paid out by sending Employer.
- 10) Banked time including overtime bank, stat bank, to be paid out by sending Employer.
- 11) Seniority.

APPLICATION:

IT IS AGREED THAT:

- I) When it is known that programs or services will be transferred, consolidated, merge, or amalgamated, the Employers shall determine the number of staff required by Classification.
- II) Qualified employees within the transferring program or service will be given the opportunity to move with the program on the basis of seniority.
- III) If more staff wish to move than are required for the program or service, staff from the sending Employer(s) will be selected on the basis of seniority in effect at the sending Employer's on the date of the notice being completed.

- IV) If there is insufficient staff volunteering to move, the receiving Employer(s) will fill the remaining vacancies by postings or recall provisions.
- V) Employees who transfer in accordance with this memorandum, retain seniority, service and other portable benefits if applicable or in accordance with the Memorandum of Understanding on Re-deployment Principles, and will be treated in all respects as if they had always been employees of the receiving Employer.
- VI) The receiving Employer will provide an orientation for the transferred employee of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #4

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Impact of Rate of Pay Reduction on Pension Plan

WHEREAS the Collective Agreement calls for a reduction in rate of pay.

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reductions;

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from January 15, 1997 to March 31, 1999, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #5

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Educational Deferred Salary Leave Plan
(Hereinafter referred to as EDSLP)

The parties hereto agree that the following conditions shall apply to the implementation and operation of the EDSLP:

1. That the EDSLP will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the EDSLP shall be self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLP must comply in all respects with all Revenue Canada guidelines.
4. That the Union shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP which might result from the non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

Terms of Reference of the EDSLP

Eligibility:

Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Union may apply for participation in the EDSLP following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSLP does not constitute a commitment being made by the Employer regarding future approval of a leave of absence.

The Plan

The E.D.S.L.P. is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

Contribution/Enrolment Form

- a) On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
- c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.
- d) The participant shall keep the Employer informed on an ongoing basis as to his/her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for his/her potential absence.

Leave of Absence

- a) It is agreed between the Employer and the Union that, for the purpose of the EDSLPL, the provisions of the Collective Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
- b) Requests for LOA under the EDSLPL shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLPL will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applies for a LOA under the EDSLPL for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in his/her being qualified to work in another classification covered by the Collective Agreement, it is understood that

the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #6

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Income Protection Policies

For informational purposes only, the Employer agrees to provide the Union with a copy of any current policies regarding income protection utilization within thirty (30) days. The Employer further agrees to provide the Union with copies of any subsequent amendments to the policy within thirty (30) days.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #7

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Recruitment and Selection Process

The parties acknowledge and confirm that effective and consistent practices relative to recruitment and selection to vacant positions are critical to maintain and preserve a highly competent and qualified professional and technical healthcare workforce in Manitoba.

It is further agreed that specific procedures utilized throughout all phases of the selection process must include as a basic foundation, the formulation of bona fide and job-related selection criteria, including consideration of seniority. As outlined below, the process must be carried out consistent within the provisions of the collective agreement.

The parties agree that the selection process must be seen to treat all applicants fairly, objectively, and in a non-partisan manner at all times.

Without limiting the generality of the foregoing and in consultation with the Union, the Employer commits to the development of terms of reference/guidelines detailing phases of the selection process to ensure outcomes are objective and to maintain integrity and accountability in all staffing activity undertaken.

Term of reference/guidelines will encompass, but will not be limited to:

- The formulation of selection criteria, such as seniority, knowledge, abilities/skills, aptitudes, personal suitability, experience, education, certification, etc., under which managers shall determine qualifications required for the position.
- The use and application of selection criteria in the selection process.
- The composition of Selection Boards
- Meaningful feedback to applicants.

Terms of reference/guidelines as above, shall be completed within 180 days of the signing of the collective agreement, and will be subject to review as may be deemed appropriate and necessary from time to time. Either party may initiate the review. The parties agree that they may request assistance from other resources as deemed necessary.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #8

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Reasonable Accommodation

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer be waived.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #9

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Military Leave

The parties agree to establish a joint committee to review and recommend policies regarding LOA's by employees engaged in Military, ranger, or reserve duties and responsibilities. The joint committee shall meet within 30 days of the signing of this agreement and report their findings and recommendations within 6 months of the signing of this agreement.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #10

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Article 18:15

WHEREAS The Freedom of Information and Protection Privacy Act ("FIPPA") became applicable to the Employer during the life of the Collective Agreement that expires March 31, 2003;

AND WHEREAS the Employer believes that the current and past practice of providing home addresses to the Union is now subject to FIPPA and requires compliance with that legislation;

AND WHEREAS the Union wishes to have the past and current practice regarding provision of home addresses to continue in order to administer the Collective Agreement and represent its members;

NOW THEREFORE the parties agree that forthwith upon the ratification of the Collective Agreement, the Union shall sign a letter in the form attached to this Memorandum of Understanding.

LETTER:

Pursuant to the Memoranda of Agreement CONFIRM TYPE OF AGREEMENT dated DATE OF AGREEMENT and the applicable collective agreement between the NAME OF UNION (the "ABBREVIATED NAME") and the [Employer], the [Employer] is to provide the ABBREVIATED NAME with a list which includes each employee's bargaining unit, classification, work location and home address at the time of remission of union dues.

The list to be provided contains personal information as defined under The Freedom of Information and Protection of Privacy Act ("FIPPA"), which came into force subsequent to the date on which the Memoranda of Agreement were signed. We believe that the disclosure provisions of FIPPA apply to the provision of home addresses pursuant to the Memoranda and the collective agreement. In order to meet our obligations under the Memoranda and the collective agreements, we are requesting the ABBREVIATED NAME's cooperation in complying with the following conditions in accordance with sections 46(6)c) and (d) of FIPPA:

1. The personal information may only be used for the purpose of communicating with the ABBREVIATED NAME's members;
2. The ABBREVIATED NAME shall have in place reasonable administrative physical safeguards to ensure the confidentiality and security of the personal information.
3. When disposing or storing the lists, the ABBREVIATED NAME shall take care that they are transported, stored or destroyed in a secure manner.
4. The duplicate copy of this letter acknowledging that the ABBREVIATED NAME shall comply with these measures shall be signed and returned to the undersigned.

We look forward to your reply,

Yours truly,

NAME OF ACCESS AND PRIVACY OFFICER
Access and Privacy Officer

The UNION NAME acknowledges that it will comply with the terms and conditions set out above.

DATE: _____

UNION NAME

Per:

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #11

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Buyback of Pension

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #12

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Phased-in Retirement

Within 60 days of the signing of this Memorandum, a representative of the Employers represented at the MGEU Central negotiating table and the Manitoba Government and General Employees Union agree to forward a joint letter to the Healthcare Employees Pension Plan (HEPP) Board and to the Superannuation Board (Province of Manitoba and Government of Canada) requesting exploration of phased-in retirement.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #13**between****Westman Regional Laboratory Services Inc.****and****Manitoba Government and General Employees' Union****Re: 10 Hour Shift**

Note: 10 hour shifts will only be implemented by agreement between the Employer and the Union.

1. A "10" hour shift for employees working 7.75 hours (2015 annual hours) will be 9.69 paid hours to be scheduled at 10.00 hours.
2. There shall be twenty (20) regular "10 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 701, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 7:01.
3. Each "10" hour shift shall be inclusive of two rest periods as defined in article 7:02 of this agreement. Meal period(s) shall consist of 30 minutes in total with 19.6 minutes unpaid and 10.4 minutes paid for each 10-hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a "10" hour shift, evening and night premiums shall be paid on the basis of hours worked.
6. The paid vacation entitlement received under the "10" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 7:01) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1 ½ x) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 8: Overtime shall apply except for Article 8:01. Article 8:01 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.

8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Ten (10) Hour Shift Memorandum, the provisions of Article 7:06 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Union may discontinue the modified shift schedule.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #14**between****Westman Regional Laboratory Services Inc.****and****Manitoba Government and General Employees' Union****Re: 12 Hour Shift**

Note: 12 hour shifts will only be implemented by agreement between the Employer and the Union.

1. A "12" hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours
2. There shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 7:01, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 7:01.
3. Each "12" hour shift shall be inclusive of two rest periods as defined in Article 7:02 of this agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12-hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a "12" hour shift, evening and night premiums shall be paid on the basis of hours worked.
6. The paid vacation entitlement received under the "12" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 7:01) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1 ½ x) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 8: Overtime shall apply except for Article 8:01. Article 8:01 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.

8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 7:06 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Union may discontinue the modified shift schedule.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Understanding #15

between

**Westman Regional Laboratory Services Inc.
(hereinafter referred to as “the Employer”)**

and

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

Re: Organizational Changes – Impact on the Bargaining Unit

In the event the Employer contemplates changes in organization structure that affect the bargaining unit, including changes that affect the number of bargaining unit members, it is agreed that meaningful prior consultation with the Union will occur.

Notwithstanding the generality of the foregoing, the provisions of the collective agreement will apply in all instances where organizational change is contemplated.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees’ Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees’ Union

Memorandum of Understanding #16

between

Westman Regional Laboratory Services Inc.

and

Manitoba Government and General Employees' Union

Re: Article 7:03 - Scheduling

Within 30 days of signing this agreement, the parties agree to meet to discuss scheduling and related issues in Westman Regional Laboratory. The Committee will review, discuss and make recommendations regarding scheduling. The committee membership shall include Management, MGEU Union staff, and general membership of the bargaining unit.

Signed this _____ day of _____, 2007.

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of Westman Regional
Laboratory Services Inc.

On Behalf of the Manitoba Government
and General Employees' Union

NOTES

SCHEDULE "A" – SALARIES

Classification	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
Medical Laboratory Assistant										
April 1, 2005 - Expired	16.230	16.717	17.218	17.736	18.255	18.814	19.380			
April 1, 2006 - 2.5%	16.636	17.135	17.648	18.179	18.711	19.284	19.865			
April 1, 2007 - 2.5%	17.052	17.563	18.089	18.633	19.179	19.766	20.362			
April 1, 2008 - 2.5%	17.478	18.002	18.541	19.099	19.658	20.260	20.871			
April 1, 2009 - 2.9%	17.985	18.524	19.079	19.653	20.228	20.848	21.476			
General Duty Laboratory Technologist										
April 1, 2005 - Expired	19.374	20.254	21.188	22.159	23.199	24.282	25.410			
April 1, 2006 - 2.5%	19.858	20.760	21.718	22.713	23.779	24.889	26.045			
April 1, 2007 - 5% - Includes General & Market Supplement increases	20.851	21.798	22.804	23.849	24.968	26.133	27.347			
October 1, 2007 - Market Supplement	21.439	22.413	23.447	24.522	25.672	26.870	28.118			
April 1, 2008 - Includes General & Market Supplement increases	23.366	24.443	25.564	26.763	28.012	29.313				
October 1, 2008 - Market Supplement	23.914	25.016	26.163	27.391	28.669	30.000				
April 1, 2009 - Includes General & Market Supplement increases	24.312	25.433	26.599	27.847	29.146	30.500				
October 1, 2009 - Market Supplement	24.711	25.850	27.035	28.304	29.624	31.000				
April 1, 2010 - Includes General & Market Supplement increases	25.508	26.684	27.907	29.217	30.579	32.000				

Classification	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
Senior Laboratory Technologist										
April 1, 2005 - Expired	20.931	21.907	22.913	23.961	25.099	26.286	27.533			
April 1, 2006 - 2.5%	21.454	22.455	23.486	24.560	25.726	26.943	28.221			
April 1, 2007 - 5% - Includes General & Market Supplement increases	22.527	23.578	24.660	25.788	27.012	28.290	29.632			
Differential with General Duty	1.676	1.780	1.856	1.939	2.044	2.157	2.285			
October 1, 2007 - maintenance of hourly rate differential to General Duty	23.115	24.193	25.303	26.461	27.716	29.027	30.403			
Differential with General Duty	1.780	1.856	1.939	2.044	2.157	2.285				
April 1, 2008 - maintenance of hourly rate differential to General Duty	25.146	26.299	27.503	28.807	30.169	31.598				
October 1, 2008- maintenance of hourly rate differential to General Duty	25.694	26.872	28.102	29.435	30.826	32.285				
April 1, 2009 - maintenance of hourly rate differential to General Duty	26.092	27.289	28.538	29.891	31.303	32.785				
October 1, 2009 - maintenance of hourly rate differential to General Duty	26.491	27.706	28.974	30.348	31.781	33.285				
April 1, 2010 - Includes General & Market Supplement increases	27.288	28.540	29.846	31.261	32.736	34.285				

Classification	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
Charge Laboratory Technologist										
April 1, 2005 - Expired	22.747	23.797	24.901	26.046	27.259	28.583	29.958			
April 1, 2006 - 2.5%	23.316	24.392	25.524	26.697	27.940	29.298	30.707			
April 1, 2007 - 5% - Includes General & Market Supplement increases	24.482	25.612	26.800	28.032	29.337	30.763	32.242			
Differential with General Duty	3.631	3.814	3.996	4.183	4.369	4.630	4.895			
October 1, 2007 - maintenance of hourly rate differential to General Duty	25.070	26.227	27.443	28.705	30.041	31.500	33.013			
April 1, 2008 - maintenance of hourly rate differential to General Duty	25.985	27.180	28.439	29.747	31.132	32.642	34.208			
October 1, 2008 - maintenance of hourly rate differential to General Duty	26.509	27.728	29.012	30.346	31.760	33.299	34.895			
April 1, 2009 - maintenance of hourly rate differential to General Duty	26.889	28.126	29.429	30.782	32.216	33.776	35.395			
October 1, 2009 - maintenance of hourly rate differential to General Duty	27.271	28.525	29.846	31.218	32.673	34.254	35.895			
April 1, 2010 - Includes General & Market Supplement increases	28.033	29.322	30.680	32.090	33.586	35.209	36.895			

Classification	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
Pathology Assistant										
April 1, 2005 - Expired	24.457	25.308	26.200	27.113	28.068	29.051	30.066			
April 1, 2006 - 2.5%	25.068	25.941	26.855	27.791	28.770	29.777	30.818			
April 1, 2007 - 5% - Includes General & Market Supplement increases	26.321	27.238	28.198	29.181	30.209	31.266	32.359			
Differential with General Duty	5.470	5.440	5.394	5.332	5.241	5.133	5.012			
October 1, 2007 - maintenance of hourly rate differential to General Duty	26.909	27.853	28.841	29.854	30.913	32.003	33.130			
April 1, 2008 - maintenance of hourly rate differential to General Duty	27.539	28.806	29.837	30.896	32.004	33.145	34.325			
October 1, 2008 - maintenance of hourly rate differential to General Duty	28.063	29.354	30.410	31.495	32.632	33.802	35.012			
April 1, 2009 - maintenance of hourly rate differential to General Duty	28.444	29.752	30.827	31.931	33.088	34.279	35.512			
October 1, 2009 - maintenance of hourly rate differential to General Duty	28.825	30.151	31.244	32.367	33.545	34.757	36.012			
April 1, 2010 - Includes General & Market Supplement increases	29.587	30.948	32.078	33.239	34.458	35.712	37.012			

SCHEDULE B - ACADEMIC ALLOWANCES

The Employer shall pay the following non-cumulative amounts in addition to the salaries as per Schedule A, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a qualification for the position:

- Advanced certification in the appropriate field
\$100.00 per month [prorated on an hourly basis]
- Bachelor of Science degree
\$100.00 per month [prorated on an hourly basis]
- Masters degree
\$150.00 per month [prorated on an hourly basis]
- Fellowship or Licentiate
\$200.00 per month [prorated on an hourly basis]
- Doctoral degree
\$300.00 per month [prorated on an hourly basis]

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

SCHEDULE C – Units of Organization

Hematology
Chemistry
Microbiology
Histopathology
Cytology
Lab Education
Transfusion Medicine
Specimen Procurement

* The list will be completed during the life of the agreement.

APPENDIX A - Classifications

*The list will be reviewed and completed during the life of the agreement.

Medical Laboratory Technologist – An employee who is a graduate of an approved training program who has attained certification by CSMLS and is currently registered by CMLTM.

General Duty Technologist -- A working level Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

Senior Laboratory Technologist – A Laboratory Technologist who in addition to the duties of a General Duty Laboratory Technologist:

- 1) Has been delegated supervisory duties for the daily work of assigned staff; and/or
- 2) Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
- 3) Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.)

Charge Laboratory Technologist -- A Technologist who is delegated the over all responsibility for a formally recognized unit of lab organization which is listed in Schedule “C”. (See Note)

Medical Laboratory Assistant – An employee who under the supervision of a Technologist performs a limited range of specified Laboratory procedures.

Pathology Assistant – An employee who under the supervision of a Charge Technologist or Pathologist who performs duties related to autopsies and gross tissue dissection and descriptions.

NOTE to apply to all Charge Classifications - Schedule “C” shall be amended from time to time to reflect change in formally recognized units of organization as determined by the Employer to be necessary and have been implemented in accordance with the provisions of this Agreement.

NOTE: In applying the above occupational classification structure, the Employers affirm the following:

- 1) Where current qualifications differ from the above, current incumbents will not be required to seek or obtain registration, degrees or other components of the classification descriptions noted herein.
- 2) Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.