

# **Collective Agreement**

between

**Winnipeg Regional Health Authority  
Laundry Operations Selkirk Site**

and

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

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

This Agreement made and entered into this 31st day of March, 2009.

between

**Winnipeg Regional Health Authority  
Laundry Operations Selkirk Site**  
(herein referred to as the “Employer”)

of the first part

and

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

of the second part

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## **Article 1 - Preamble**

**1:01** WHEREAS the right of sick and infirm persons to proper and uninterrupted health care services cannot be questioned, and it is therefore obligatory upon the Employer and all of its employees to maintain the efficient operation of the laundry services, and

WHEREAS it is the desire of both parties to this Agreement to:

- (a) promote and encourage efficiency, cleanliness and productivity of operations; and
- (b) maintain a harmonious relationship and establish settled conditions of employment between the Employer and the Union; and
- (c) promote co-operation and understanding between the Employer and its employees; and
- (d) recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, and scale of wages; and
- (e) promote the morale, well-being and security of the employees in the bargaining unit;

NOW THEREFORE, the Union on behalf of all employees, and the Employer, in consideration of the mutual covenants contained herein, hereby covenant and agree as follows:

## **Article 2 - Definitions**

For the purpose of this Agreement, the following terms shall have the meaning indicated herein or as mentioned elsewhere in the Agreement.

**2:01** UNION is the Manitoba Government and General Employees' Union.

**2:02** EMPLOYER is the **WRHA Laundry Operations Selkirk site.**

- 2:03** DAY OF REST in relation to an employee means a day other than a holiday as indicated herein on which an employee is not ordinarily required to perform the duties of his position
- 2:04** LEAVE OF ABSENCE WITH PAY means to be absent from duty with permission and with pay.
- 2:05** LEAVE OF ABSENCE WITHOUT PAY means to be absent from duty with permission but without pay.
- 2:06** PAY means the hourly rates of pay in Schedule A of this Agreement and any terms of any Article of this Agreement affecting the Schedule A - Rates of Pay.
- 2:07** OVERTIME shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 35 - HOURS OF WORK.
- 2:08** STRAIGHT TIME RATE means the hourly rate of remuneration paid to each employee under the Schedule A - Hourly Rates of Pay.
- 2:09** TIME AND ONE-HALF means one and one-half times (1 ½ x) the straight time rate.
- 2:10** DOUBLE TIME means twice the straight time rate.
- 2:11** FULL-TIME EMPLOYEE means a person who regularly works the full hours specified in Article 35 - Hours of Work.
- 2:12** PART-TIME EMPLOYEE means a person who regularly works less than full-time hours, as per Article 35, on a regular and recurring basis.
- (a) (i) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority amongst those employees who have requested additional hours. Part-time employees will be given the first opportunity to work additional hours/days prior to bringing in

casual employees. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (ii) Should a part-time employee as described in (i) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (iii)
  1. Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked.
  2. Additional hours worked by a part-time employee **which are paid at straight time rates** shall be included in the determination of seniority.
  3. Additional hours worked by a part-time employee **which are paid at straight time rates** shall be included when determining an employee's earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Sub-Article (g).
  4. When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 2:16 ("TERM POSITION"), she shall be entitled to income protection benefits and bereavement leave.
  5. 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/he shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.
- (b) Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro-rata basis based on their regular

hours worked. Part-time employees shall be paid the hourly rates of pay for their classification as shown in Schedule "A" of this Agreement and such hourly rates shall not be pro-rated. Without limiting the generality of the forgoing, the following provisions shall apply.

(c) Income Protection in Case of Illness

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

$$\frac{\text{Hours Paid at **Straight Time Rate**}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of a Full-time Employee}$$

- (d) Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness, consistent with (a) (iii) (1) (above).

(e) Annual Vacations

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

$$\frac{\text{Hours Paid at **Straight Time Rate**}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of a Full-time Employee}$$

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

**With respect to part-time employees who work additional available shifts or hours, vacation pay shall accrue on the shifts or hours worked. This vacation pay may be paid out at the employee's written request to their Supervisor/Manager but must be paid out by April 30<sup>th</sup> of each vacation year. Additional vacation time off does not accrue on additional available shifts or hours worked.**

- (f) Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation

over a period of time equivalent to the vacation period of a full-time employee.

(g) General Holidays

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

(h) Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 35.

(i) Increments

Part-time employees shall be granted increments upon completion of two thousand and eighty (2080) hours paid at the employee's regular rate of pay. However, under no circumstance will an increment date occur less frequently than once every two (2) years.

(j) Bereavement Leave

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

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

(ii) Bereavement leave as referenced in (i) above, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a funeral in excess of two

hundred and twenty-five (225) kilometres from the employee's home, or shall be granted at the Employer's discretion if the travel required is less than two hundred and twenty-five (225) kilometres from the employee's home. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) days.

- (iii) The time off referenced to in (ii) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (k) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer. Necessary time off up to one (1) day at basic pay may be granted by the Employer for an employee to attend a funeral as a mourner. No such request shall be unreasonably denied. Additional travel time shall not be compensated as per Article (j) (ii).
- (l) Compassionate Care Leave
  - (i) An employee shall be entitled to receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
    - (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
    - (b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
    - (c) An employee may take no more than two periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (ii) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (b) the family member requires the care or support of one or more family members.
- (iii) The employee must give the employer a copy of the physician's certificate as soon as possible.
- (iv) A family member for the purpose of this article shall be defined as:
  - (a) a spouse or common-law partner of the employee;
  - (b) a child of the employee or a child of the employee's spouse or common-law partner;
  - (c) a parent of the employee or a spouse or common-law partner of the parent;
  - (d) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (v) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (vi) Seniority shall accrue as per Article 16:04 (d).
- (vii) Subject to the provisions of Article 29:03, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- (viii) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 29:01.

**2:13 Casual employee is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage in accordance with 2:12 (a) (i). For clarification, the Employer has the right to call in casual staff at straight time rates prior to incurring overtime rates for full-time and part-time staff. Casual staff shall not be called in to work at overtime rates unless the overtime assignment list (Article 36:15) has been exhausted.** The terms of this Agreement do not apply to the casual employee, except as specified hereinafter

- (a) Casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees required to work on an observed holiday shall be paid at the rate of time and one half (1½) their basic rate of pay.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 36.
- (e) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 9.
- (f) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (g) Article 25 - Uniforms and Work Clothing applies to casual employees.
- (h) Article 26 and 27 herein apply only with respect to the terms of this Article.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.
- (j) **Casual employees will be paid four-point-six-two percent (4.62%) of their basic pay in lieu of time off with pay on General Holidays. Such holiday pay shall be included in each regular pay cheque.**
- (k) Retroactive to December 1, 2003 casual employees shall accumulate seniority on the basis of all regular hours worked. Calculations of such seniority shall be completed by the Employer within one hundred and twenty (120) days of the date of ratification of this Agreement.

Such seniority accrual shall not exceed daily full-time hours in accordance with Article 35 - Hours of Work.

Casual employees shall be entitled to utilize seniority earned for the purpose of attaining a permanent or term position, subject to Article 18 - Promotions and Bulletins. Such seniority will be 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. Seniority hours accrued during the period of casual employment shall not be carried over to permanent or term employment. Seniority hours accrued during a term position shall be retained by that employee upon return to casual status.

Effective the date of ratification, increments for casual employees will be earned based on seniority hours accrued, and on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 35 - Hours of Work. Such increment shall

be applied on the first day of the first pay period following completion of the full-time equivalent hours.

- (l) Effective June 1, 2005, Casual employees shall be entitled to shift premiums as outlined in Article 10:01.
- (m) Effective the date of ratification, Casual employees shall be entitled to meal allowances in accordance with Article 36 - Overtime.
- (n) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.

**2:14** STEWARD means an employee elected by the Union to represent the Union, or other employee(s), or both in the handling of complaints and grievances.

**2:15** UNION NEGOTIATING COMMITTEE means two employees elected by the Union whose duties are to negotiate, with a Staff Representative of the Union and any other Union personnel, a revision and renewal of the Collective Bargaining Agreement.

**2:16** TERM POSITION A “term position” shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

- (a) When the Employer determines that a term position as described above exists, the position shall be posted and filled in accordance with Article 18 – Promotions and Bulletins. All employees may apply for the term position. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of filling of the last position posted, shall be offered to part-time employees in accordance with Article 2:12. Upon completion of the original term position, the employees shall be returned to their former positions.
- (b) For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where a definitive expiry date cannot be

specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

- (c) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
- (d) In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 32:06, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

2:17 **TERM EMPLOYEE means an employee hired into a term position. Unless otherwise specified in this Agreement, such employee is covered by the terms of this Agreement.**

- (a) A term employee shall be entitled to exercise his seniority rights to obtain a vacant position for which he is qualified prior to the expiration of his term position. A temporary employee may be required to complete the term position for which he was engaged.
- (b) A term employee who is awarded a posted position prior to the end of his term position, shall have his service connected for seniority purposes.
- (c) A term employee shall have no seniority rights in matters of demotion, lay-off and recall.
- (d) A term employee shall not be terminated and re-hired for the purpose of extending the period of employment in the same term position

without prior approval of the Union. Where a temporary employee completes his term position 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.

- (e) A term employee may be required to complete a further probationary period to a maximum of three months upon being awarded another position within the bargaining unit.

### **Article 3 - Recognition and Scope of Bargaining Agent**

- 3:01** All terms of this Agreement shall apply, as herein stated, to all employees of **WRHA Laundry Operations Selkirk site**, unless otherwise stated.
- 3:02** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees covered under Certificate Number M.L.B. 6092 issued under the Labour Relations Act by the Manitoba Labour Board, or subsequent amendments, or as may be granted voluntary recognition by the Employer.
- 3:03** 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 ruling.
- 3:04** 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, either party may refer the matter to arbitration in accordance with Article 27 - Arbitration Procedure.
- 3:05** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training or emergency.

**TRAINING** by out of scope staff would include training on changes to process, techniques, technology, machinery, Workplace Safety and Health etc.

**EMERGENCY** shall mean any critical equipment or system failure which directly affects safety, health or production.

#### **Article 4 - Duration of Agreement**

- 4:01** The terms of this Agreement shall become effective from and including the 1st day of **April, 2008**, and shall continue in effect up to and including March 31, **2012**, and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision of this Agreement is given by either party in accordance with the terms of this Agreement. The parties hereto agree that while negotiations for a renewal or a revision and renewal of this Agreement are continuing this Agreement shall remain in full force and effect without change.
- 4:02** It is agreed that the salary provisions of this Agreement shall be paid retroactive to April 1, 2008, only to those employees in the employ of the Employer on the date of the ratification of this Agreement.

#### **Article 5 - Continuance of Operations**

- 5:01** The Union, on behalf of all employees, hereby agrees and will take positive action to ensure that during the term of this Agreement, there shall be no slowdown or suspension of work, no strikes, or illegal picketing or any other interference with the business of the Employer. The Employer agrees that while this Agreement is in force there shall be no lockout of the employees.
- 5:02** In the event of a strike or lockout:
- (a) The Union agrees to give the Employer at least one (1) week's (seven [7] days) written notice as to the intended time and date of strike action.

- (b) The Employer agrees to give the Union at least one (1) week's (seven [7] days) written notice as to the intended time and date of intended lockout.

### **Article 6 - Management Rights**

- 6:01** (a) The Union recognizes the sole right of the Employer, subject to the provisions of this Agreement, to exercise the normal functions of management, which shall include, without limiting the generality of the foregoing, the right to:
- (i) direct the work of its employees;
  - (ii) hire and promote, demote, discipline, suspend or discharge for just cause any employee;
  - (iii) increase or decrease the work force as it sees fit;
  - (iv) assign employees to jobs, transfer employees from job to job, and designate the place of work;
  - (v) determine the duties of employees and methods of schedule of work, and to determine job content and classifications;
  - (vi) determine the number and classifications of employees at any work station or location;
  - (vii) make, alter and enforce rules and regulations;
  - (viii) establish standards of volume, level and quality of work performance;
- (b) In any emergency declared by the **WRHA Laundry Operations Selkirk site** employees are required to perform duties as assigned, notwithstanding any contrary provision in this Agreement.
- (c) **In the case of the significant breakdown of equipment or the destruction or partial destruction of the WRHA Laundry**

**Operations Selkirk site, the parties agree that employees at the Selkirk site will be given first option to work at the Winnipeg site if management temporarily transfers work there and additional staff are required. If an insufficient number of staff volunteer to temporarily transfer, staff shall be assigned on the basis of reverse seniority unless the time of shift is different in which case the employee may request and may be granted an exemption from working if it causes undue hardship to the employee. If the exemption is granted, the employee would be placed on an unpaid leave of absence. The Employer will transport the employees from the Selkirk site to the Winnipeg site for this purpose. Time spent in transport will be considered paid time. It is understood that the Employer will endeavor to bring the Selkirk site back to normal operations as quickly as possible. If employees do work at the Winnipeg site or any other location not as yet identified, they will be covered by the current bargaining agent and current Collective Agreement.**

- 6:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 7 - Contracting Out**

- 7:01** The parties hereto agree that the Employer may contract or subcontract work out as required, but not in a manner that would deprive employees in the employ of the Employer as of the date of signing of this Agreement of their continued employment and their existing salary rates and other benefits under this Agreement at the time of such action.
- 7:02** For purposes of this Article “benefits” shall refer only to benefits specifically provided in this Collective Agreement and shall not refer to terms and conditions of employment not contained in this Agreement.
- 7:03** The existing salary rates of employees who may be placed in a lower paying position will be red circled until salary rate(s) of the position(s) occupied catches up to the salary rate being paid the employee(s) in question.

## **Article 8 - Notice for Collective Bargaining**

- 8:01** Not more than ninety (90) days and not less than sixty (60) days preceding the expiry date of this Agreement either party to this Agreement may by written notice serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.
- 8:02** Where a party to this Agreement has given notice under 8.01 above, to the other party of this Agreement, the parties within fifteen (15) calendar days commencing from and including the first day of the day upon receipt of the proposals for a renewal, or revision and renewal of the Collective Agreement or for the conclusion of a new Collective Agreement shall meet and commence to bargain collectively, and make every reasonable effort to conclude a renewal, or revision and renewal of the Collective Agreement, or a new Collective Agreement.
- 8:03** In no case shall the proposals be submitted later than forty-five (45) calendar days prior to the expiry date of the Collective Agreement.
- 8:04** When the proposals are submitted by one party to the other, the submitting party shall, in writing, notify the other party of its Negotiating Committee members names.
- 8:05** Any time limits can be shortened or extended by the mutual written agreement of the Employer and the Union.

## **Article 9 - Union Security**

- 9:01** The Employer shall cause a new employee to be introduced to a Steward of the Union on the first day of employment.
- 9:02** The parties hereto agree that all new employees shall receive from the Steward, an application card for membership in the Union, and that following discussion and explanation, the employee may or may not sign the card for membership in the Union, as he or she wishes.

- 9:03** Effective the date of commencement of employment the Employer agrees to deduct, for each employee and each casual employee, the amount of dues as set by the Union and remit same to the Union at the current address of the Manitoba Government and General Employees' Union. The payment of dues shall be accompanied by a list of the employees who have paid the dues and the amount they have individually paid.
- 9:04** The President of the Local Union or other elected official shall be granted fifteen (15) minutes of orientation to acquaint new employees falling within the scope of this agreement with the fact that a Union Agreement is in effect and to indicate the general conditions, rights and obligations as they relate to employees.
- 9:05** Notwithstanding, any other provisions of this Agreement, upon written request from the Union, the Employer, shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) the name of each employee within the bargaining unit; and
  - (b) the classification of each employee within the bargaining unit; and
  - (c) the current hourly salary of each employee within the bargaining unit.

### **Article 10 - Premiums**

- 10:01** An evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 1600 hours and the next succeeding 2400 hours.

The evening shift premium shall be applicable to each hour worked after sixteen hundred (1600) hours on a 'modified' day or evening shift during which at least two (2) hours are worked between sixteen hundred (1600) hours and the end of the shift.

## **Article 11 - Discrimination and Harassment**

- 11:01** The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 11:02** The parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
  - ethnic background or origin
  - age
  - nationality or national origin
  - political belief, association or activity
  - religion or creed
  - sex, including pregnancy
  - marital status or family status
  - sexual orientation
  - physical or mental disability
  - place of residence
  - membership or non-membership or activity in the union
  - or any other form of discrimination as defined in the Manitoba Human Rights Code.
- 11:03** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union. The definition of harassment shall consist of the definition contained in the Manitoba Human Rights Code, and shall further include the definition of harassment as set out in the **WRHA Respectful Workplace Policy as may be amended by the Employer from time to time.**
- 11:04** Wherever the singular or masculine gender is used in this Agreement, the same shall be construed as meaning the plural or feminine gender, where the context so admits or requires.

## **Article 12 - Bulletin Board**

**12:01** The Employer shall provide space on the bulletin board for the Union to post notices of meetings and the Newsletter. The Employer has the right to remove these if they are considered damaging.

## **Article 13 - Union Business**

**13:01** The Employer agrees to grant leave with pay to two (2) employees, designated by the Union, who shall serve as members of the Union Negotiating Committee, at and for all bargaining sessions and meetings during collective bargaining between the Employer and the Union.

**13:02** Upon at least one week's notice the Union agrees to make application to the Employer for leave, on a wage recovery basis, for up to three employees at any one time, **no more than two (2) of which can be from the same operating department** who are:

- (a) the members elected as the representatives to their Union's Board of the Directors for attendance to their duties within the Board;
- (b) the members elected as the delegates to the convention of the Manitoba Federation of Labour and to other like events of the organizations to which the Union is affiliated;
- (c) the members who are elected as the delegates to the annual conventions of the Union for attendance at those conventions and for such other business of the Union.

The Employer agrees that he shall not unreasonably refuse such applications.

**13:03** The Union agrees to reimburse the Employer for all wages and benefits paid to the employees on a leave under 13:02 upon receipt of a statement from the Employer as to the amount and for whom the wage recovery is claimed.

## **Article 14 - Recognition of Stewards**

- 14:01** The Employer recognizes the right of the Union to select Steward(s) to represent employees covered by this Agreement.
- 14:02** The Union agrees to provide the Employer with a list of Steward(s) upon ratification of this Agreement, and shall notify the Employer of changes and amendments to this list as they occur.
- 14:03** The Union shall provide each Steward with appropriate identification.
- 14:04** A Steward shall obtain the permission of his immediate supervisor before leaving work to perform his duties as a Steward. Such permission shall not be unreasonably withheld.
- 14:05** A Steward of the Union has the right to:
- (a) investigate complaints made by fellow employee(s);
  - (b) assist employee(s) with the processing and presentation of a grievance up to the end of Step II of the Grievance Procedure.
- 14:06** A Steward shall be regarded as on duty for all reasonable time spent in carrying out his duties on the premises of the Employer during regular hours.

## **Article 15 - Job Descriptions**

- 15:01** The Employer agrees to notify the Union in writing of any changes made by the Employer to the current job descriptions of employees in the bargaining unit.

## Article 16 - Seniority

**16:01** Seniority shall mean the total of all hours paid at the employee's **straight time rate** from the time the employee last entered the service of the Employer to the last time her name appears on the payroll.

**16:02** Seniority of an employee will terminate only if:

- (a) he/she resigns voluntarily;
- (b) he/she is dismissed and not re-instated under the grievance and/or arbitration procedures;
- (c) he/she is on a continuous lay-off for more than twenty-four (24) months;
- (d) he/she fails to report for work as scheduled or previously agreed to in writing at the end of a leave of absence, a layoff, or a suspension.
- (e) he/she is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

**16:03** Seniority will continue to accrue if any employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks; except those referenced in 16:04 (e);
- (e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) is on parenting leave;

- (g) is assigned to temporarily relieve or replace an absent employee in an out of scope position;
- (h) She/he is on an educational leave of absence up to two (2) years.

**16:04** Seniority will be retained but will not accrue if an employee:

- (a) is on any unpaid leave of absence in excess of four (4) consecutive weeks' except those referenced in Article 16:05(b);
- (b) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out-of-scope position;
- (e) is in a term in an out of scope position;
- (f) is on an educational leave of absence in excess of two (2) years.

**16:05** A probationary employee's seniority shall commence from the date of his initial employment as a part-time or full-time employee of **WRHA Laundry Operations Selkirk site**.

**16:06** Where an employee is of the opinion that his date of commencement of employment is incorrect, he may appeal the error to the Employer.

**16:07** The Employer shall maintain a list showing the name and commencement date of employment of each employee in the bargaining unit. The list shall be developed and posted on the Bulletin Board, and shall be updated and reposted every six (6) months thereafter.

**16:08** Upon written request of the Union a photocopy of the initial Seniority List and each of its updates thereafter shall be sent to the Union at its current address.

## **Article 17 - Employment Practices**

- 17:01** (a) All new full-time employees shall be on probation for three (3) calendar months, and all new part-time employees shall be on probation for six (6) calendar months from the day of their employment. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees, and after the first four (4) calendar months for part-time employees, and discussed with the affected employee.

During the probationary period, an employee shall have full access to the grievance procedure except in the case where he is dismissed during his probationary period.

- (b) An employee's probationary period may be extended by three (3) additional calendar months. The Employer agrees to provide written notice of the extension to the employee prior to the completion of the probation period, explaining the reason(s) for the extension, with a copy to the Union. Employees shall not be eligible to apply for promotions during their probationary period.

- 17:02** The parties agree to recognize the principle of equal pay for equal work regardless of sex.

## **Article 18 - Promotions and Bulletins**

- 18:01** Where the Employer creates a new position or wishes to fill a vacancy within the bargaining unit, the Employer agrees to post a notice of the position for a period of five (5) days to enable present employees to apply for same. Such posting shall not preclude the Employer from advertising outside the **WRHA Laundry Operations Selkirk site**. All postings shall state minimum qualifications required and the date of the closing of the competition. Job Descriptions shall be available to applicants on request. A copy of each posting shall be given to the local Union President at the time of posting.

- 18:02** The Employer will post the name of the successful applicant on the same bulletin board within the worksite on which job postings appear as soon as reasonably possible after the applicant has accepted the position.
- 18:03** The classifications appearing in Schedule “A” shall not be eliminated through attrition without the Employer entering into discussion with the Union.
- 18:04** Provided that equivalent qualifications including ability and prior work experience are met, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant or new position based on their seniority.
- 18:05** The Employer has the right not to fill any vacant or new position which has been posted if he determines that none of the applicants satisfy the qualifications sought.
- 18:06** An employee who applies for and is granted a vacant or new position may return to his former position within thirty (30) days of his appointment to the new position. Similarly, the Employer may for any reason regarding performance in the new position return the employee to his former position within thirty (30) days of the appointment to the new position.
- 18:07** In case of postings for parental leave, the Employer shall state on the job posting that he said term position is a maternity and /or parental leave of absence term “which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one (1) pay period whichever is longer”. Any term position directly resulting from the filling of such a term position will be posted in the manner.

### **Article 19 - Temporary Assignments of Duties**

- 19:01** (a) Employees temporarily assigned to relieve or replace employees in positions covered by this agreement that are higher than their normal class shall be paid at the same step of the higher classification (i.e. step on step) for hours so assigned.

**Such temporary assignments shall be enacted on a rotational basis amongst those employees who are qualified and physically capable of performing the work. In instances of planned absences (eg. Vacation relief, extended sick leave / leave of absence) assignments shall be apportioned in one (1) week blocks. If an error is made by the Employer when assigning, the remedy for such error shall be an in-kind remedy (i.e. offering the negatively affected employee the next equivalent assignment.)**

- (b) An employee assigned to temporarily perform the duties of an employee in a lower rated classification shall continue to receive the rate for his regular duties.

## **Article 20 - Rate of Pay and Pay Practices**

- 20:01** Employees shall receive their pay cheques bi-weekly.
- 20:02** Wages shall be paid on an hourly rated basis to all employees covered by this Agreement in accordance with Schedule A of this Agreement.
- 20:03** **The Employer may not make deductions from wages unless authorized by statute, by court order, by Arbitration Award, by this agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from the date of discovery, provided:**
  - (a) once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;**
  - (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,**
  - (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.**

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

- 20:04** (a) An employee shall be entitled to an annual increment on the anniversary date of the commencement of his employment in accordance with the salary schedule attached hereto, if his work performance is considered satisfactory in the discretion of the Employer.
- (b) Where for any reason the Employer withholds an employee's increment on the date he becomes eligible, the employee shall be given written notice stating the reason(s) for which the increment is being withheld not later than the anniversary date.
- (c) An increment that has been withheld for any reason(s) shall be granted to the employee the first day of the next or subsequent month of January, April, July, or October following the date when the original reason for refusing the increment is remedied and ceases to exist, or when any other reason for refusing the increment has been remedied and ceases to exist.
- 20:05** The Employer may at its' discretion commence an employee at any step, if necessary for recruitment purposes.
- 20:06** The Employer may at its' discretion grant an employee an increment in the salary scale in advance of that employee's anniversary date.

### **Article 21 - Resignations**

- 21:01** An employee may terminate her employment with the Employer by giving two (2) weeks written notice, exclusive of vacation.

- 21:02** The employee shall receive from the Employer, within five (5) working days following **the effective date of termination**, the payment of all wages and benefits owed under the terms of this Agreement.
- 21:03** The Employer may deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.
- 21:04** Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
  - (b) during the probationary period of a new employee; or
  - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 21:05** An employee may, with the approval of the Employer, withdraw his notice of resignation at any time before his resignation becomes effective.

## **Article 22 - Discharge, Suspension, Discipline and Demotion**

- 22:01** No employee shall be disciplined or dismissed without just cause.
- 22:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee shall be advised of her right to Union representation at the meeting if she so desires.
- 22:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons, either by registered mail or personal service.
- 22:04** Where an employee is disciplined in accordance with Article 22:03 above, a copy of the written notice to the employee will be sent to the Union Representative unless the employee elects otherwise.

- 22:05** Any wages or benefits owing to the employee up to the date of the commencement of his suspension shall be paid to the employee as if there were no suspension in effect.
- 22:06** Except where an employee is demoted or dismissed for disciplinary reasons, the Employer shall give the employee either at least two (2) weeks notice in writing prior to the effective date of his/her dismissal or demotion, or in lieu of the notice may pay to the employee an amount in wages or salary equivalent to two weeks notice.

### **Article 23 - Layoff and Recall**

- 23:01** Employees will be laid off in order of seniority within a classification, starting with the most junior employee and proceeding in an ascending order of seniority to the most senior employee. A laid off employee shall have the right to bump another employee who has less seniority providing he/she has the necessary qualifications, skills and abilities as per the job description to perform the work of the classification into which they are bumping.
- 23:02** Casual employees shall not be offered any work which has not first been offered to laid off regular full-time and part-time employees in order of seniority.
- 23:03** All employees so laid off shall be placed on a re-employment (or recall) list, with a copy furnished to the Union, and they shall be called back to work, as required, beginning with the most senior employee and descending from there to the most junior employee, provided that the employees called back first normally did the work available and second in order, other employees who are capable of doing the work available.
- 23:04** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 23:05** Where an employee has been on a lay-off, the Employer agrees to send the employee a registered letter of recall to work and to send it to the

employee's last known address or last advised changed address. The letter shall state the date of recall to work which shall be a date not less than seven (7) calendar days after the date of registering and mailing the recall letter.

- 23:06** As per Article 23:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 23:07** No new employee shall be hired until all employees who are capable of performing the work available have been given the opportunity to assume the position.
- 23:08** Each employee to be laid off shall be given two (2) weeks written notice of lay-off by the Employer or the Employer shall give each employee affected two (2) weeks pay at **the** then current rate of pay in lieu of the two (2) weeks notice of the lay-off.
- 23:09** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in Article 23:04.
  - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (c) a twenty-four (24) month period has elapsed since the date of layoff.

### **Article 24 - Employee Files and Review**

- 24:01** Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file.

Upon written request the employee shall also receive an exact copy of any document forming part of her file.

- 24:02** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 24:01 of the Collective Agreement. The Employer agrees not to introduce as evidence in any hearing proceeding any document that is not recorded or retained on the personnel file of any employee, and a true copy of which has not been given to the employee at the time in question. An employee shall have the right to grieve at Step two of the Grievance Procedure for the removal of any unsatisfactory documents and/or reports contained in his personnel file, within ten (10) working days after the date when the employee becomes aware of the document and/or report.
- 24:03** There shall be one (1) personnel file maintained by the Employer for each employee.
- 24:04** Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Any dispute relative to the substance of the written evaluation must be in writing and submitted within ten (10) days of the date of the employee's acknowledgement of the evaluation.

### **Article 25 - Uniforms and Work Clothing**

- 25:01** The Employer shall provide and maintain all uniforms and protective or special work clothing which are required to be worn by employees while on duty.
- 25:02** All such uniforms and clothing shall remain the property of the Employer and must be accounted for by the Employer upon request and returned to the Employer on termination or the replacement cost will be deducted by the Employer from the employee's pay **if a new and unused uniform was provided.**

**25:03** The Employer shall provide required apparel, including up to a maximum of two hundred dollars (\$200.00) for C.S.A. approved safety shoes every two (2) years. This amount will be payable upon proof of purchase up to the amount paid. An employee who is determined to require such footwear may make multiple purchases each two (2) year period but not adding up to more than two hundred dollars (\$200.00) This amount shall not be payable until successful completion of the probationary period for new employees.

**This new allowance will be made available to eligible employees effective October 1, 2008.**

The allowance will be paid under the following conditions:

- (a) The safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
- (b) satisfactory proof of purchase must be provided by the employee; and
- (c) the employee must have purchased safety footwear specifically for his employment with **WRHA Laundry Operations Selkirk site.**
- (d) except where an employee has been laid off, the employee must complete twenty-one (21) working days continuous service before being eligible to receive this allowance.

### **Article 26 - Grievance Procedure**

**26:01** The parties hereto agree that it is in the best interest of the Employer, the employees, and the Union to resolve, without any form of a stoppage of work, all grievances arising out of any alleged violation of this Agreement.

**26:02** Definitions:

- (a) "Grievance" - means a complaint in writing presented by an employee and/or a Representative on behalf of one or more

employees, or by the Employer, concerning any alleged violation of this Agreement.

- (b) “Policy Grievance” - means a complaint in writing by the Union or the Employer with respect to any alleged violation of this Agreement. Such grievances shall be filed at Step 2.
- (c) “Days” - referred to in this article are working days excluding Saturdays and Sundays, and the Holidays cited in Article 33:01.
- (d) “Person Authorized” - means persons authorized to accept grievances for processing.
- (e) “Representative” - means the following:
  - (i) Staff Representative of the Union, and
  - (ii) Steward(s) of the **WRHA Laundry Operations Selkirk site** Component Local of the Union, and/or
  - (iii) Officer(s) of the **WRHA Laundry Operations Selkirk site** Component Local of the Union.

**26:03** The **Director, Regional Laundry Services** and Operations Manager shall be persons authorized to accept grievances and their replies on behalf of the Employer. The President of the M.G.E.U. or his designate and the President of the **WRHA Laundry Operations Selkirk site** Local of the M.G.E.U. shall be authorized to accept grievances and their replies on behalf of the Union.

**26:04** At least one meeting shall be held during the steps of the Grievance Procedure and prior to the Arbitration Procedure, and further the grievor shall have Union Representatives of his/her choice present.

**26:05** Whenever a grievance is presented for processing a receipt shall be issued to the grievor showing the actual date when the grievance was presented and the signature of the person accepting the grievance for processing. Such signature shall not mean that the complaint is recognized as being a valid grievance by the party receiving same.

**26:06** Whenever a reply to a grievance is presented to the grievor, the day following the actual date of receiving the reply by mail or in person shall be the date on which the time limits of the next step will commence.

**26:07** Steps of the Grievance Procedure and Arbitration Procedure shall be as follows:

- One - Operations Manager
- Two - Director, Regional Laundry Services
- Three - Arbitration Board

**26:08** Any employee shall have the right to have his grievance grieved and arbitrated in the following manner:

Step One

- (a) Within ten (10) working days after the date when a person became aware, either orally or in writing, of the circumstances giving cause for a grievance, the grievance shall be presented in writing to the Operations Manager.
- (b) Within ten (10) working days after the date the grievance was presented, the decision of Step One shall be presented in writing to the grievor and the Representative.
- (c) Grievances involving suspension, demotion and dismissal shall be presented to the Director, Regional Laundry Services at Step Two within ten (10) working days after the date when an employee first became aware, either orally or in writing, of the circumstances giving cause for a grievance.

**26:09** Step Two

- (a) Where the decision is unsatisfactory to the grievor, the grievance shall, within ten (10) working days after the date of reply was received from Step One, be presented by the grievor to the Director, Regional Laundry Services for consideration at Step Two.

(b) Within ten (10) working days after the date the grievance was presented, the decision of Step Two shall be presented in writing to the grievor and the Representative. If the matter is not satisfactorily resolved, it can be referred to Arbitration in accordance with Article 27 - ARBITRATION PROCEDURE.

**26:10** Management grievances against the Union may be presented in writing to the President of the Local Union within ten (10) working days after the occurrence of the grievances.

**26:11** If a settlement is not satisfactorily achieved, a written reply to the Employer shall be provided within ten (10) working days after the presentation of the grievance to the Local President.

**26:12** Within ten (10) further working days the Employer may present a written grievance to the President of the M.G.E.U., or his designate. A written reply should be provided to the Employer within ten (10) further working days. If the matter is not satisfactorily settled, it can be referred to Arbitration in accordance with the terms of this Agreement.

**26:13** Either party may clarify the written description of the grievance or the reasons for the action taken at any stage of the proceedings up to and including Step Two, but prior to arbitration, providing the substance is not changed.

### **Article 27 - Arbitration Procedure**

**27:01** Step Three - Arbitration Board

Where the decision of Step Two is unsatisfactory to the grievor the grievance shall, within ten (10) working days from the date the reply was received from Step Two be referred to an Arbitration Board and proceeded with in the following manner:

(i) The Party referring the matter to Arbitration shall advise the other Party in writing that the grievance is to be proceeded with to Step Three and also in the letter state the name of their appointee to the Arbitration Board.

- (ii) Within ten (10) working days of the receipt of the letter as provided in (i) above, the party receiving the letter shall, in writing, notify the other party of their appointee to the Arbitration Board.
- (iii) Within ten (10) working days of the receipt of the letter as provided in (ii) above, the two (2) appointees shall meet and select a third member who shall be the Chairperson of the Arbitration Board, and without delay notify the Employer and the Union of the name of the Chairperson.
- (iv) If in the event either party fails to appoint an appointee, or if the two appointees fail to agree upon a third member within the applicable time limits, at the written request of either party the appointment(s) shall be made by the Chief Justice for the Province of Manitoba.
- (v) Following the appointment of the Chairperson, the Board shall cause a hearing(s) to be held and the Board shall notify the Employer and the Union of the time, date and place of the hearing(s).
- (vi) Either party is entitled to call in witnesses or other persons to give testimony and if employees of the Employer are called in by the Employer they shall be allowed leave with pay and if employees of the Employer are called by the Union they shall be granted leave on a wage recovery basis in accordance with Article 13:03 - UNION BUSINESS.
- (vii) Within fifteen (15) days of the conclusion of the hearing(s) the Board shall render its decision in writing to the Employer and to the Union, or within such longer period of time mutually agreed to by the parties with the Board.
- (viii) The decision of the majority shall be the decision of the Board and such decision shall be final and binding upon the parties.
- (ix) The Board shall not have the authority to amend, add to, or in any manner change any Article of the Agreement.
- (x) Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board.

- 27:02** Where a party fails to issue a decision at any step of the Grievance Procedure or the Arbitration Procedure within the time limits specified, the grievor shall process the grievance to the next step.
- 27:03** Either party may request, in writing, an extension of the time limits at any Step.
- 27:04** Where an Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Employer for cause, and the Collective Agreement does not provide a penalty or remedy for the cause of the discharge or the discipline that is the subject of the determination, the Arbitration Board may substitute such other penalty or remedy in lieu of discharge or the discipline, as the Arbitration Board deems just and reasonable in the circumstances.
- 27:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 27:06** Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in subsection 27:01 (iv) shall so state:
- (a) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
  - (b) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) days the party initiating the arbitration proceeding may submit the name of its appointee to the other party in accordance with 27:01 (iv) within ten (10) working days.
  - (c) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an arbitration board for the purposes of this Article.

## Article 28 - Income Protection

**28:01** An employee having accumulated an entitlement of income protection credits shall be granted pay against such accumulation with respect to periods during which the employee was unable to work due to illness or injury, however, an employee cannot receive income protection benefits for any period of time during which he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident.

**28:02** (A) WCB

- (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.
- (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the WCB. Workers Compensation payment(s) will be paid directly to the employee by WCB.

(B) MPI

Where an employee is unable to work because of injuries sustained in a motor vehicle accident, she will inform the Employer immediately, in accordance with established procedures, and she must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.

(C) WCB/MPI Advance

Where an employee has applied for WCB/MPI benefits and where a loss of normal salary would result while awaiting the WCB/MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Schedule A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) contributions.
- (b) The advance(s) will cover the period of time from the date of injury or illness until the date the final decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient WCB/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 WCB/MPI directly to the employee.
- (d) In the event that WCB/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.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment made and repayment received by the Employer.

**28:03 A full- time employee shall accumulate paid income protection at the rate of one and one-quarter (1 ¼ ) days per month with no cap. A part-time employee shall accumulate income protection credits on a pro-rated basis of their actual hours of work to a normal forty (40) hour week.**

**While income protection accrues during additional available shifts (excluding overtime) income protection cannot be accessed for additional available shifts.**

- 28:04** An employee shall not accumulate income protection credits while on approved leave of absence without pay.
- 28:05** All absences on account of illness or injury on a normal working day shall be charged against an employee's income protection credits on an hourly basis.
- 28:06** An employee who is unable to report for work due to illness shall inform his supervisor or designate one hour prior to the commencement of his next scheduled shift(s). An employee who fails without valid reason, to give notice as outlined above, will not be entitled to receive income protection benefits for the shift(s) in question.
- 28:07** A record of all unused income protection credits will be kept by the Employer. Each employee shall be informed within one week, on written application, as to the amount of income protection accrued to his credit, by the Employer.
- 28:08** Employees shall make every reasonable effort to schedule medical and dental appointments if possible during non-working hours and/or non-peak workdays. Where reasonable notice has been given, employees shall be granted leave for medical and dental appointments for which deductions shall be made from income protection credits on an hourly basis.
- 28:09** The Employer reserves the right to require a Doctor's confirmation of an employee's claim of illness. Such confirmation may, include, a medical certificate from a duly qualified doctor, or verbal confirmation from the employee's physician. Failure to provide such confirmation will result in a loss of pay for the period of absence.
- 28:10** Verbal confirmation will only be sought with the permission of the employee. In such instances the employee will authorize his/her physician to provide the necessary information to the Employer.
- 28:11** An employee shall be able to utilize income protection credits during his probation period. However, if an employee is terminated during his probation period, he shall reimburse the Employer for any unearned

income protection received by him. These amounts are to be retained out of any monies owing to the employee at the time of his termination.

- 28:12** An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours notice prior to returning to work.

### **Article 29 - Bereavement Leave and Compassionate Leaves**

- 29:01** An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay or benefits in the case of death of a parent, step-parent, spouse, child, step-child, ward of the employee, brother, sister, step-sibling, father-in-law, mother-in-law, common-in-law spouse, same sex partners, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who has been residing in the same household at the time of his/her death. One day may be retained for use in the case where actual interment or cremation is at a later date.

Bereavement Leave shall be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral in excess of two hundred and twenty-five (225) kilometres from the employee's home, or shall be granted at the Employer's discretion if the travel required is less than two hundred and twenty-five (225) kilometres from the employee's home.

- 29:02** Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer. Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a mourner.
- 29:03** An employee shall be allowed special leave with pay up to a maximum of five (5) days in each calendar year in the event of an illness of the employee's spouse, parent or dependent child. Any leave so taken shall be deducted from the employee's accumulated sick leave credits, however in no case shall an employee's accumulation of sick leave credits be reduced to less than fifteen (15) days as a result of the application of this provision.

The Employer reserves the right to require a certificate from a qualified medical practitioner indicating that the member of the employee's family (as defined above) was ill to such an extent as to require the presence of the employee.

**29:04** Where an employee would be entitled to bereavement leave in accordance with Article 29:01 above and said period of bereavement leave coincides with the employee's scheduled vacation, there shall be no deduction from the employee's vacation credits for the period of the bereavement leave provided the employee submits documentation acceptable to the Employer verifying that he/she attended the funeral. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date, provided proof of claim is submitted.

**29:05 (A)** An employee shall be entitled to receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

**(B)** For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
  - (i) the day the certificate is issued, or

- (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (b) the family member requires the care or support of one or more family members.
- (C) The employee must give the employer a copy of the physician's certificate as soon as possible.
- (D) A family member for the purpose of this article shall be defined as:
  - (a) a spouse or common-law partner of the employee;
  - (b) a child of the employee or a child of the employee's spouse or common-law partner;
  - (c) a parent of the employee or a spouse or common-law partner of the parent;
  - (d) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (E) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (F) Seniority shall accrue as per Article 16:03(d).
- (G) Subject to the provisions of Article 29:03, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- (H) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 29:01.

### **Article 30 - Other Leaves**

- 30:01** A male employee shall be granted one (1) day's leave with full pay for the birth of his child. Such leave shall be taken at the employee's option.
- 30:02** An employee shall be granted leave with full pay for one (1) day on the occasion of his adopting a child.
- 30:03** Leave of absence with pay shall be granted to an employee summoned or subpoenaed as a witness or juror in any legal action before the courts or similar jurisdiction except any proceedings involving the parties hereto. The employee shall turn over any witness fees to the Employer but the employee will retain that portion of witness fees which may exceed his daily salary. Witness fees shall not be interpreted to mean any payment for travel, meals and other refund of cost expenses.
- 30:04** An employee may be granted leave without pay by the Employer for any emergency or unusual circumstance, such request shall be in writing if possible. Such leave shall not be unreasonably withheld.
- 30:05** Where any employee is requested by the Employer to take any courses, the Employer shall pay the full cost thereof and supply any necessary leaves of absence with full pay.
- 30:06** Where any employee wishes to take courses, he may be granted leave for same, without or with pay.
- 30:07** Leave of absence with pay shall be granted to allow employees time to write examinations for courses requested by the Employer.

### **Article 31 - Workers Compensation**

- 31:01** The Employer shall maintain coverage for each employee under the provision of the Workers Compensation Act of the Province of Manitoba.

**31:02 Sick Leave and Workers Compensation**

- (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (iii) An employee who has accumulated sufficient sick leave credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's basic salary as defined in Schedule "A: of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction. Canada Pension Plan contributions and **Employment Insurance** contributions. Such supplementation shall continue until all sick leave credits have been claimed, or until the employment relationship has been terminated, whichever occurs first.
- (iv) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, and group life insurance plans if the employee was not disabled. If the supplement is not sufficient, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (v) Further to this, the Employer shall notify Workers Compensation of salary adjustments at the time they occur.
- (vi) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba the Employer shall make application to the Workers

Compensation Board by January 1, 1994, so that the W.C.B. may determine whether or not the supplements referenced in (iii) above shall continue in effect after January 1, 1995.

(vii) 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.

**31:03** An employee shall continue to accrue **income protection** credits while he is off work on Compensation **for a period up to twenty-four (24) months.**

### **Article 32 - Parenting Leave**

**32:01** Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

**32:02** Maternity/Parental Leave

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

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer
- (b) A written request must be submitted no later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted no less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately

on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

- (e) A full-time employee may choose to receive up to ten (10) days payment of normal salary from accumulated sick leave credits before or after the period covered by Employment Insurance.

**32:03 Effective April 1, 2010 the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.**

### **Plan B**

- 1. In order to qualify for Plan B, a pregnant employee must:**
  - (a) have completed six (6) continuous months of employment with the Employer;**
  - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;**
  - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;**
  - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.**
  
- 2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:**
  - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the**

- balance of the six (6) months of the full-time employment;  
and
- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
  - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 32:03 (1) (c).
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 32:03 (1) (c).
  - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
  - (c) all other time as may be provided under Article 32:03 .01 (3), shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks

**or one pay period, whichever is longer, before the date she wishes to end the leave.**

- 6. Plan B does not apply to temporary employees.**
- 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.**

**32:04 Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.**

**32:05 Parental Leave - Paternity**

An employee shall receive Parental Leave of thirty – seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

**32:06 Parental Leave - Adoption**

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the

adoption has been approved and the employer is kept informed of the progress of the adoption proceedings.

- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

**32:07** An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.

**32:08** An employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

### **Article 33 - Statutory and Other Holidays**

**33:01** The following paid holidays shall be observed by all employees:

New Year's Day	Civic Holiday
<b>Louis Riel Day</b>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other Holiday(s) declared by Provincial or Federal Statute.

- 33:02** Where any of the above noted holidays falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- 33:03** Where a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a day off in lieu thereof with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the day off in lieu shall be taken at a mutually agreeable time.
- 33:04** An employee who works on a designated holiday shall be compensated at the rate of one and one-half (1 1/2) times the normal rate for hours worked, plus a day off with pay in lieu of the holiday, to be scheduled as mutually agreed.
- 33:05** Where an employee is on vacation leave, and a paid holiday falls within that period, the paid holiday shall be added to the vacation.
- 33:06** Full-time employees shall be allowed to bank up to (5) five 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. If compensating time off is impractical to schedule by March 31 of any year, the employee shall receive her regular rate of pay for all days banked.

### **Article 34 - Annual Vacation**

- 34:01** The vacation year shall be calculated as the period beginning on the first day of April, and ending on the 31st day of March in each and every year.
- 34:02** (a) Full-time employees shall be entitled to be paid vacation calculated on the basis of vacation earned at the following rates:
- 15 working days in the 1<sup>st</sup> year of employment
  - 20 working days in the 4<sup>th</sup> year of employment
  - 25 working days in the 11<sup>th</sup> year of employment
  - 30 working days in the 21<sup>st</sup> year of employment

**Effective April 1, 2009, in recognition of length of service, each full-time employee shall receive one additional week of vacation five (5) days on completion of twenty (20) years of continual service, and on each subsequent fifth (5<sup>th</sup>) ( ie: 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.**

**Part-time employees shall be entitled to a pro-rata portion of this benefit.**

**Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.**

An employee who has completed less than one (1) year's continuous employment as of March 31<sup>st</sup> will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

- (b) Vacation for full-time employees shall be calculated on the basis of earning credits times regular paid hours.
- (c) As of March 31 each year, the record of vacation entitlements shall be reviewed.

Any full-time employee who did not have any period of unpaid leave of absence during the vacation year, shall be deemed to have the necessary hours of vacation credits in the bank to result in enough vacation pay to equal entitled time off. Where the computer reports show a discrepancy (in minutes) due to the cutoff dates of pay periods there will be a manual reconciliation to balance the records.

- (d) A full-time employee who utilizes up to a maximum of two (2) days or sixteen (16) hours unpaid leave of absence in any vacation year shall be credited with vacation pay for those two (2) days. Any unpaid leave of absence in excess of two (2) days or sixteen (16) hours in any vacation year shall not earn vacation credits.

- 34:03** All vacation pay is to be equal to an employee's regular hours (shift) of work times the rate of pay (per day of entitled vacation) that he/she would have received if he/she were working.
- 34:04** Employees who have commenced their annual vacations shall not be called back to work except in cases of extreme emergency and when the employee is in the immediate area. Where the employee is called back to work he shall be immediately taken off vacation leave. The unexpended vacation leave will be taken at another mutually agreeable time.
- 34:05** An employee wishing to take some of his vacation leave for periods of less than one week's duration shall request so to the Operations Manager.
- 34:06** In the event that an employee dies, payment for unused vacation shall be made to his estate.
- 34:07** Except with the approval of the Employer, vacation shall be taken in the vacation year following the vacation year in which it was earned.
- 34:08** Scheduled vacations shall remain unchanged unless a change is effected by the mutual consent of the employee and the Employer.
- 34:09** The whole of the vacation year shall be available for the taking of vacation subject to: the operational requirements of the Employer, the availability of relief staff, and the allotted vacation period of other employees.
- 34:10** The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 34:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority.

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

The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the first day of the new vacation year.

- 34:11** Where an employee would be entitled to sick leave due to hospitalization, and said period of hospitalization coincides with the employee's scheduled vacation, there shall be no deduction from the employee's vacation credits for the period of the hospitalization providing the employee submits documentation acceptable to the Employer verifying the period of the employees hospitalization.

The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date provided proof of claim is submitted.

- 34:12** Effective date of ratification, where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) calendar months from the date the injury or disability occurred.

### **Article 35 - Hours of Work**

- 35:01** The regular hours of work for all full-time employees shall be eight (8) consecutive hours per day excluding meal periods five (5) days per week.
- 35:02** All employees shall be entitled to two (2) consecutive days of rest in a seven (7) day period.
- 35:03** All employees shall have a rest period of **twenty (20)** minutes away from their work stations to be scheduled by the Employer during each continuous four (4) hour period of duty. One such rest period is to be given before the meal period and another rest period is to be given after the meal period, but neither rest period is to be connected to the meal period.

**35:04** All full-time employees shall be entitled to a meal period of thirty (30) minutes duration to be scheduled by the Employer during each working day, as close to the middle of the day as possible. Any part-time employee scheduled to work five (5) hours or more shall be entitled to a meal period of thirty (30) minutes duration to be scheduled as close to the middle of the shift as possible, or at a time mutually agreeable to the Employer and the employee. Employees shall not be paid for such meal periods.

### **Article 36 - Overtime**

- 36:01** An employee shall be required to work overtime unless there are a sufficient number of other employees who are willing and available to do overtime work from the group of employees who normally do the work required or are capable of doing the work required. In determining which employees shall be required to do the overtime work, the Employer agrees to take into consideration the concerns and the needs of the employees in question.
- 36:02** Overtime shall be calculated on a daily basis for all time worked in excess of an employee's daily hours and as authorized by the Employer.
- 36:03** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 35:01. Overtime shall be compensated at one and one-half (1½) time the basic rate of pay for the first three (3) overtime hours and double time (2x) for all overtime worked thereafter.
- 36:04** Overtime shall be paid at the rate of double time (2x) the applicable rate of pay for all time worked on a full time employee's scheduled day of rest.
- 36:05** Overtime worked after a normal shift on a designated holiday as per 33:01 shall be paid for at the rate of double time and one-half (2 ½) the applicable rate of pay.
- 36:06** An employee called back to work and required to work outside of regular hours shall be paid a minimum of three (3) hours at the applicable overtime rates.

- 36:07** The opportunities to work overtime and call back time shall be divided as equally as possible amongst those employees who are willing and able or capable of performing the available work.
- 36:08** An employee, who is required to work in excess of one and one-half (1 ½) hours overtime before or after but connected to his scheduled hours of work, shall be provided with a meal break of thirty (30) minutes with pay at the appropriate overtime rate, except when the meal break is the scheduled meal break during the regular hours.
- 36:09** During any additional overtime work, no employee shall work more than a further four (4) hours without a thirty (30) minute meal break with pay at the appropriate overtime rate.
- 36:10** Meal breaks with pay during overtime work may be lengthened to three-quarters (3/4) of one hour with pay where it is necessary for an employee to obtain a meal outside the premises of the Employer.
- 36:11** For any overtime work of an unexpected nature, which will involve a meal break, the Employer shall pay to the employee the sum of six dollars (\$6.00) for a meal. **Effective January 1, 2009, the meal allowance will increase to seven dollars (\$7.00).**
- 36:12** When an employee is required to work overtime beyond his regularly scheduled working hours he shall be entitled to eight (8) hours between the end of the overtime worked and the start of his next required working shift. If eight (8) clear hours are not so provided, overtime rates shall apply to those hours worked on his regularly scheduled shift up to the time when the eight (8) clear hours would have been reached. Thereafter, all hours worked on the regularly scheduled shift shall be paid at straight time rates.
- 36:13** By mutual agreement between the Employer and employee, overtime may be compensated for by granting of equivalent time off at applicable overtime rates. If an employee chooses to bank their overtime they shall maintain no more than forty (40) hours of overtime in their bank at any one time.

All banked overtime shall be taken by the employee prior to March 31<sup>st</sup> of any year or it will be paid out by the employer.

- 36:14** Each employee designated to work overtime shall receive a minimum thirty (30) minutes pay at the appropriate rate. Any employee required to work overtime for five (5) minutes or less shall not be eligible for overtime.
- 36:15** **Two separate lists shall be used for the assignment of overtime subject to 36:01. One list will be developed for assigning overtime from Monday to Friday and the other list will be used for assigning overtime on Saturday and Sunday.**

### **Article 37 - Technological Change**

- 37:01** In this Article “Technological Change” means:
- (i) the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and
  - (ii) 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.
- 37:02** The Employer agrees that all reasonable effort shall be made so that no significant number of employees who are covered by this Agreement shall lose their employment as a result of the introduction of technological change as herein before defined.
- 37:03** In the event of the introduction of technological change as defined in Article 37:01, the Employer shall endeavour to have employees covered by this Agreement perform the work pertaining thereto. Where applicable all opportunity for retraining on new equipment or material as defined in this Article will be provided by the Employer, to the affected employees, during normal working hours where possible and the employees during the period of retraining shall be paid at their normal rate of wages.

**37:04** The provisions of this Article are intended to assist employees affected by a technological change to adjust to the effects and Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of this Agreement to the Employer and the Union. If the Employer decides to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, then:

- (a) The Employer will give to the Union written notice of the technological change at least four (4) months prior to the introduction thereof and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change provided for in 37:02.
- (b) If, in the opinion of the Union, the Employer has failed to comply with paragraph (a) above, the Union may submit such alleged failure in writing as a difference between the Union and the Employer at Step Three of the Grievance/Arbitration Procedure whereupon it shall be decided by arbitration under Article 27 whether or not the Employer has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, and such findings shall be binding and final upon the parties hereto.

### **Article 38 - Effect on Refusal to Facilitate Struck Employer**

**38:01** The Employer and no person acting on behalf of the Employer shall discharge or refuse to continue to employ or refuse to re-employ or layoff or transfer or suspend or alter the status of an employee who refused to perform all or any of the duties of an employee who is participating in a legal strike or who is locked out, including refusing to cross a picket line of people who are lawfully on strike or are legally locked out.

**38:02** All employees shall continue to do all laundry processes required to the Linen and other material owned by the Employer, even though some of this laundry may be rented to or supplied on a contract basis to firms or

organizations whose employees might be on lawful strike or who are lawfully locked out.

### **Article 39 - Labour Management Committee**

**39:01** A Labour Management Committee shall be established consisting of equal representation. The **WRHA Laundry Operations Selkirk site** and the Manitoba Government and General Employees' Union acknowledge the importance of a positive working relationship. They will continue to work towards establishing and maintaining such a relationship and to solve jointly identified problems during the term of the Agreement. It is recognized that while not all problems maybe satisfactorily resolved all parties will seek resolution in good faith.

The Committee shall meet as and when required at a mutually agreed time within (10) days notice being given by either party.

**39:02** The following guidelines will apply to the Labour Management Committee unless otherwise agreed.

- (a) Equal representation of the Union and Employer
- (b) The Committee shall consist of two (2) members from each party in a method of selection of their representatives shall be solely determined by the respective parties.
- (c) Employees shall not suffer loss of pay or benefits as a result of attendance at committee meetings.
- (d) Committee meetings on a day off shall receive compensatory time at straight time spent attending the meeting.
- (e) The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining including the administration of this Collective Agreement. The committee shall not supersede the activities of any committee of the Union or of the employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions.

The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 39:03** The parties agree that it is within the jurisdiction of the Labour Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

### **Article 40 - Dental Plan**

- 40:01** The parties agree that employees of the **WRHA Laundry Operations Selkirk site**, as at the date of implementation of the Manitoba Health Organizations Inc. Dental Plan may choose to enroll in the Dental Plan on a date to coincide with that of other employee groups participating in the plan. The premium costs shall be shared on an equal basis by the Employer and the employees. Participation in the Dental Plan shall be a condition of employment for employees hired after the date of implementation.

### **Article 41 - Long Term Disability Insurance**

- 41:01** The Disability and Rehabilitation Plan with benefit levels, as determined by the HEBP Committee, shall continue to be implemented for all eligible employees.

Effective April 1, 2007, the Employer will contribute to a maximum of 2.3% of base salary to fund the Provincial Disability and Rehabilitation Plan.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the D & R Plan is 119 calendar days.

NOTE: Total D & R employer paid value of 2.3% contingent on removal of previously negotiated 1% 'benefit supplement' effective April 1, 2007, coincidental with implementation of the D & R Plan. ('Benefit Supplement' becomes part of employer paid D & R).

### **Article 42 - Health and Safety**

- 42:01** 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 devices where necessary.
- 42:02** The Health and Safety Committee presently constituted shall continue to operate with Union representation under its present terms of reference for the purpose of improving the health and safety of employees and the identification of health and safety hazards.

### **Article 43 – Pre-Retirement Leave**

- 43:01 (a)** Any employee, fifty-five (55) years of age or more, with ten (10) or more years of service with the Employer, or any employee who has completed at least ten (10) years of continuous employment with the Employer and who meets the "Magic 80" provisions of the Pension Plan, shall be granted paid pre-retirement leave upon retirement on the basis of four (4) days per year of employment. When an employee is receiving long term disability benefits, and is terminated by the Employer, or resigns his or her employment and qualifies for pre-retirement leave as indicated above, said employee will be entitled to receive said pre-retirement leave upon termination.
- (b)** Calculation of pre-retirement leave entitlement for full-time and part-time employees shall begin from the date of the employee's last commencing employment with the Employer.

- (c) **Full-time and part-time employees shall be granted paid pre-retirement leave as specified in paragraph (a) above on the following formula: four (4) days for every two thousand and eighty (2,080) hours worked or paid. Casual employees are not entitled to pre-retirement leave.**
- (d) **Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary prior to the employee's chosen retirement date.**

### **Article 44 - Training**

**44: 01** When the employer determines that it requires additional staff to be trained, training opportunities shall be offered to all full-time, part-time and term employees who have requested the training in writing first before it offers the training to casual staff.

### **Article 45 - Duty To Accommodate**

**45:01** The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code.

**The Employer, Employee and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.**

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

IN WITNESS WHEREOF the parties hereto have this 31st day of March, 2009  
affixed their seals constituting a valid Agreement between them.



On Behalf of the Winnipeg Regional  
Health Authority



On Behalf of the Winnipeg Regional  
Health Authority



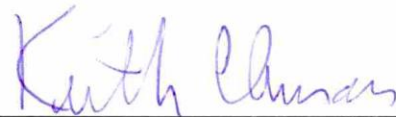
On Behalf of the Manitoba Government  
and General Employees' Union



On Behalf of the Manitoba Government  
and General Employees' Union



On Behalf of the Manitoba Government  
and General Employees' Union



On Behalf of the Manitoba Government  
and General Employees' Union

## Wage Increases

<u>Effective Date</u>	<u>Adjustment</u>
Effective April 1, 2008	Increase hourly rate by 2.90%
Effective April 1, 2009	Increase hourly rate by 2.90%
Effective April 1, 2010	Increase hourly rate by 2.90%
Effective April 1, 2011	Increase hourly rate by 2.90%

<u>Current Title/Class</u>	<u>New Title/Class</u>
Laundry Aid I	Laundry Aid I
Laundry Aid I (PIO)	Laundry Aid I (PIO)
Sewing Machine Operator	Sewing Machine Operator
Soil Sorter	Laundry Sorter
Dryer Operator	Tunnel System Operator
Dryer Operator (PIO)	Tunnel System Operator
Washer Operator	Wash Floor Attendant
Shipper	Laundry Shipper
Shipper (PIO)	Laundry Shipper (PIO)
Receiver	Receiver Handler
Laundry Aid II	Lead Hand- Clean Side Processing
Soil Sort Supervisor	Lead Hand- Soil Sort Area
Housekeeping	Housekeeping Aid II
Maintenance Helper	Maintenance Helper
Maintenance Assistant	Laundry Mechanic I
Maintenance Head	Laundry Mechanic II

\* The Tunnel System Operator is a combination of functions where 2 incumbents will rotate between the tunnel operator and the freestanding dryer. The Tunnel System Operator is classed at a higher rate solely due to the Tunnel Washer responsibilities. Absent these responsibilities, the position would remain a LAI. Therefore, the rate applied to individuals who are

**replacing the Tunnel System Operators shall depend on whether the replacement is working on the Tunnel Washer or the Free Standing Dryer. Replacements on the Tunnel Washer shall receive the Tunnel System Operator rate. Replacements on the Freestanding Dryer shall receive LAI rate. Should only 1 incumbent in the Tunnel System Operator positions need to be replaced, the employer maintains the right to direct the remaining incumbent to work the Tunnel Washer in order that the replacement will work the free standing dryer and be paid the LA1 rate.**

**Schedule A****Effective April 1, 2008****2.9% Increase**

<b>Classification</b>	<b>Class</b>	<b>Afln</b>	<b>Range</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laundry Aide I	S19	MGSL	S19	2080	Hourly	13.289	13.688	14.098	14.521	14.957	15.406
Laundry Aide I - PIO	S01	MGSL	S01	2080	Hourly	13.513	13.856	14.259	14.626	15.041	15.446
Housekeeping Aide II - reclass from HA I and HA I - PIO	3Z1	MGSL	3Z1	2080	Hourly	14.220	14.646	15.086	15.538	16.005	16.485
Sewing Machine Operator	S02	MGSL	S02	2080	Hourly	13.511	13.917	14.334	14.764	15.207	15.663
Laundry Sorter - title chg from Soil Sorter	S23	MGSL	S23	2080	Hourly	14.272	14.700	15.141	15.595	16.063	16.545
Dryer Operator	S20	MGSL	S20	2080	Hourly	13.289	13.688	14.098	14.521	14.957	15.406
Dryer Operator - PIO	S03	MGSL	S03	2080	Hourly	14.032	14.423	14.828	15.258	15.725	16.167
Tunnel System Operator - replaces Dryer Operator (S20) and Dryer Operator-PIO (S03) effective August 14, 2008	3Z2	MGSL	3Z2	2080	Hourly	14.594	15.033	15.483	15.947	16.426	16.919
Washer Operator	S04	MGSL	S04	2080	Hourly	14.259	14.687	15.128	15.582	16.049	16.530
Washfloor Attendant - title and salary chg from Washer Operator effective August 14, 2008	S04	MGSL	S04	2080	Hourly	14.594	15.033	15.483	15.947	16.426	16.919
Shipper	S21	MGSL	S21	2080	Hourly	13.289	13.688	14.098	14.521	14.957	15.406
Laundry Shipper - title and salary chg from Shipper effective August 14, 2008	S21	MGSL	S21	2080	Hourly	13.773	14.186	14.612	15.050	15.502	15.967
Laundry Shipper - PIO - title chg from Shipper - PIO	S05	MGSL	S05	2080	Hourly	14.032	14.423	14.828	15.258	15.725	16.167

<b>Classification</b>	<b>Class</b>	<b>Afln</b>	<b>Range</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Receiver Handler - title chg from Receiver	S24	MGSL	S24	2080	Hourly	14.272	14.700	15.141	15.595	16.063	16.545
Laundry Aide IV - Lead Hand Clean Side Processing - title chg from Laundry Aide II (Supervisor)	S08	MGSL	S08	2080	Hourly	15.037	15.489	15.953	16.432	16.924	17.433
Laundry Aide V - Lead Hand Soil Sort Area - title chg from Soil Sorter Supervisor	S25	MGSL	S25	2080	Hourly	16.354	16.844	17.350	17.870	18.406	18.958
Maintenance Helper	S06	MGSL	S06	2080	Hourly	16.808	17.159	17.558	18.178		
Laundry Mechanic I	S09	MGSL	S09	2080	Hourly	20.947	21.448	21.962	22.386		
Laundry Mechanic II	S10	MGSL	S10	2080	Hourly	23.697	24.172	24.698	25.252		

**Schedule A****Effective April 1, 2009****2.9% Increase**

<b>Classification</b>	<b>Class</b>	<b>Afln</b>	<b>Range</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laundry Aide I	S19	MGSL	S19	2080	Hourly	13.674	14.085	14.507	14.942	15.391	15.852
Laundry Aide I - PIO	S01	MGSL	S01	2080	Hourly	13.905	14.257	14.673	15.050	15.478	15.894
Housekeeping Aide II	3Z1	MGSL	3Z1	2080	Hourly	14.632	15.071	15.523	15.989	16.469	16.963
Sewing Machine Operator	S02	MGSL	S02	2080	Hourly	13.903	14.320	14.750	15.192	15.648	16.118
Laundry Sorter	S23	MGSL	S23	2080	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
Tunnel System Operator	3Z2	MGSL	3Z2	2080	Hourly	15.018	15.469	15.932	16.410	16.902	17.409
Washfloor Attendant	S04	MGSL	S04	2080	Hourly	15.018	15.469	15.932	16.410	16.902	17.409
Laundry Shipper	S21	MGSL	S21	2080	Hourly	14.173	14.597	15.036	15.487	15.951	16.430
Laundry Shipper - PIO	S05	MGSL	S05	2080	Hourly	14.439	14.841	15.258	15.701	16.181	16.636
Receiver Handler	S24	MGSL	S24	2080	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
Laundry Aide IV - Lead Hand Clean Side Processing	S08	MGSL	S08	2080	Hourly	15.473	15.938	16.416	16.908	17.415	17.938
Laundry Aide V - Lead Hand Soil Sort Area	S25	MGSL	S25	2080	Hourly	16.828	17.332	17.853	18.388	18.940	19.508
Maintenance Helper	S06	MGSL	S06	2080	Hourly	17.295	17.656	18.067	18.705		
Laundry Mechanic I	S09	MGSL	S09	2080	Hourly	21.555	22.070	22.599	23.035		
Laundry Mechanic II	S10	MGSL	S10	2080	Hourly	24.384	24.873	25.414	25.984		

**“Schedule A”****Effective April 1, 2010****2.9% Increase**

<b>Classification</b>	<b>Class</b>	<b>Afln</b>	<b>Range</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laundry Aide I	S19	MGSL	S19	2080	Hourly	14.071	14.493	14.928	15.376	15.837	16.312
Laundry Aide I - PIO	S01	MGSL	S01	2080	Hourly	14.308	14.671	15.098	15.487	15.926	16.355
Housekeeping Aide II	3Z1	MGSL	3Z1	2080	Hourly	15.057	15.508	15.974	16.453	16.946	17.455
Sewing Machine Operator	S02	MGSL	S02	2080	Hourly	14.306	14.735	15.178	15.633	16.102	16.585
Laundry Sorter	S23	MGSL	S23	2080	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
Tunnel System Operator	3Z2	MGSL	3Z2	2080	Hourly	15.453	15.917	16.394	16.886	17.392	17.914
Washfloor Attendant	S04	MGSL	S04	2080	Hourly	15.453	15.917	16.394	16.886	17.392	17.914
Laundry Shipper	S21	MGSL	S21	2080	Hourly	14.584	15.021	15.472	15.936	16.414	16.907
Laundry Shipper - PIO	S05	MGSL	S05	2080	Hourly	14.858	15.272	15.700	16.156	16.650	17.118
Receiver Handler	S24	MGSL	S24	2080	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
Laundry Aide IV - Lead Hand Clean Side Processing	S08	MGSL	S08	2080	Hourly	15.922	16.400	16.892	17.399	17.920	18.458
Laundry Aide V - Lead Hand Soil Sort Area	S25	MGSL	S25	2080	Hourly	17.316	17.835	18.370	18.921	19.489	20.074
Maintenance Helper	S06	MGSL	S06	2080	Hourly	17.797	18.168	18.591	19.248		
Laundry Mechanic I	S09	MGSL	S09	2080	Hourly	22.180	22.711	23.254	23.703		
Laundry Mechanic II	S10	MGSL	S10	2080	Hourly	25.091	25.595	26.151	26.737		

**“Schedule A”****Effective April 1, 2011****2.9% Increase**

<b>Classification</b>	<b>Class</b>	<b>Afln</b>	<b>Range</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laundry Aide I	S19	MGSL	S19	2080	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
Laundry Aide I - PIO	S01	MGSL	S01	2080	Hourly	14.723	15.096	15.536	15.936	16.388	16.830
Housekeeping Aide II	3Z1	MGSL	3Z1	2080	Hourly	15.493	15.958	16.437	16.930	17.438	17.961
Sewing Machine Operator	S02	MGSL	S02	2080	Hourly	14.721	15.163	15.618	16.086	16.569	17.066
Laundry Sorter	S23	MGSL	S23	2080	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Tunnel System Operator	3Z2	MGSL	3Z2	2080	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Washfloor Attendant	S04	MGSL	S04	2080	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Laundry Shipper	S21	MGSL	S21	2080	Hourly	15.007	15.456	15.920	16.398	16.890	17.397
Laundry Shipper - PIO	S05	MGSL	S05	2080	Hourly	15.289	15.715	16.156	16.625	17.133	17.615
Receiver Handler	S24	MGSL	S24	2080	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Laundry Aide IV - Lead Hand Clean Side Processing	S08	MGSL	S08	2080	Hourly	16.384	16.876	17.382	17.903	18.440	18.994
Laundry Aide V - Lead Hand Soil Sort Area	S25	MGSL	S25	2080	Hourly	17.818	18.352	18.903	19.470	20.054	20.656
Maintenance Helper	S06	MGSL	S06	2080	Hourly	18.313	18.695	19.130	19.806		
Laundry Mechanic I	S09	MGSL	S09	2080	Hourly	22.823	23.369	23.929	24.390		
Laundry Mechanic II	S10	MGSL	S10	2080	Hourly	25.819	26.337	26.910	27.513		

**Memorandum of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Layoffs**

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In respect to Article 23 - Layoff and Recall, the Employer agrees to provide thirty (30) days written notice of pending layoffs to the Union.

The parties agree to meet within ten (10) days of receipt of the above notice, for purposes of discussing an orderly implementation of a downsizing plan with a view to adopting a negotiated "Protocol for Layoff".

Should the parties not be able to agree on a "Protocol for Layoff", the Employer shall implement the layoffs in accordance with Article 23 of the Collective Agreement.

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Memorandum of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Pension or Benefit Plan Improvements**

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

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Memorandum of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site****Re: Provincial Facility Support Sector Advisory Committee**

---

**The parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.**

**Therefore the parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of 6 Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:**

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist.**
- To identify training requirements in order to address current or anticipated shortages.**
- To recommend strategies to facilitate the availability and accessibility of training programs.**
- To consider other systemic staffing issues that may be raised by Committee members.**
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the Collective Agreement.**

**The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.**

**The committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.**

**The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the parties.**

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Letter of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: General Wage Standardization Fund**

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**The parties recognize the importance of wage standardization for classifications performing the same duties.**

**In order to rectify identified inequities, a "General Wage Standardization Fund" will be provided and allocated as follows:**

**Phase I**

- **October 1, 2003 \$13,400 (includes 0.60% standardization increase for all – compounded)**
- **October 1, 2004 \$6,200**
- **October 1, 2005 \$6,200**

**Phase II**

- **April 1, 2006 \$5,840,000 (total amount for utilization on a sectoral basis) \***
- **April 1, 2007 \$5,840,000 (total amount for utilization on a sectoral basis) \***
- **March 31, 2008 \$3,000,000 (total amount for utilization on a sectoral basis)**
- **March 31, 2009 \$3,000,000 (total amount for utilization on a sectoral basis)**

**\* Note – Standardization Funds identified in the previous collective agreement are included in sectoral value.**

**Principles:**

- i) **Distribution of General Wage Standardization Fund;**

**Phase I**

**Salaries are to be increased in accordance with the following:**

**% of total differential between existing salary rate and target salary rate to apply =**

**October 1, 2003 - 22.4%**

**October 1, 2004 - 19.6%**

**October 1, 2005 - 19.6%**

**Phase II**

**Salaries are to be increased in accordance with the following:**

**% of remaining differential between existing salary rate and target salary rate to apply =**

**April 1, 2006 - 36.87%**

**April 1, 2007 - 36.87%**

**March 31, 2008 - 18.94%**

**March 31, 2009 - 7.32% - The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.**

**Note: Wage standardization adjustments to be applied prior to economic wage increases.**

**ii) Phase I - Method for calculation of retroactive payment**

**Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:**

- 1) Apply percentage referenced above to total differential.**
- 2) Multiply result of 1 above times number of eligible paid regular hours in the 12 month period.**

**Example: Percentage = 22.4%**

**Total Differential = \$0.75**

**# Eligible Paid Regular Hours = 1000**

**Calculation = 22.4% x \$0.75 x 1000 = \$168.00**

**Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable employer pension plan. Retired employees must apply in writing for retroactivity.**

- iii) a six (6) step salary scale will be established effective April 1, 2006;**

**Start            Step 1            Step 2            Step 3            Step 4            Step 5**

**Exclusions: Trades classifications**

- iv) a three (3) % differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);**
- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:**
- (a) Placement onto newly established scale at nearest step affording an increase.**
  - (b) Cannot result in placement on standard scale at a lower step than current step on scale.**
  - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 20. Illustration of step placement provided in Example 2.**
  - (d) Where the current scale has greater than 6 steps, those employees at step 6 and above shall be placed at step 6 of the newly established scale. Illustration of step placement provided Example 3.**

**Example 1**

<b>Current Scale:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	↓	↓	↓	↓	↓	↓
<b>New Scale:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>

**Example 2**

**Incumbents may be placed onto ‘New Scale’ at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 20 of collective agreement. i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.**

<b>Current Scale:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	
	↓	↓	↓	↓	↓ ↘	
<b>New Scale:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>

**Example 3**

<b>Current Range:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	↓	↓	↓	↓	↓	↓	↙
<b>New Range:</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	

**vi) Present Incumbent Only (PIO)**

- (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:**

**All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.**

- (b) **Where an employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.**

**vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries**

**Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:**

- (a) **Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.**
  - (b) **Red-circled and PIO rates / positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.**
  - (c) **Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.**
- viii) positions identified as unique (i.e. 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.**
- ix) future salary increments to be processed in accordance with collective agreement Article 20.**
- x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.**

**Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.**

Signed on this 31st day of March, 2009.



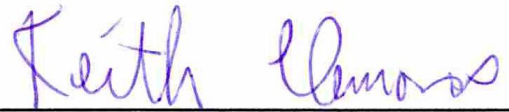
On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Letter of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Mobility Within WRHA Laundry Operations**

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**Seniority and service will be transferred with employees when they terminate their employment at either the Selkirk or Inkster site and are rehired at the other site in a casual position. The employee will then be dealt with in accordance with the applicable Collective Agreement as if they had always worked at that facility. Once the transfer is complete, employees are entitled to use their seniority when bidding for permanent, term part time and full time positions and be awarded as determined by their transferred seniority.**

Signed on this 31st day of March, 2009.



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On Behalf of the Winnipeg Regional Health Authority



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On Behalf of the Manitoba Government and General Employees' Union



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On Behalf of the Winnipeg Regional Health Authority



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On Behalf of the Manitoba Government and General Employees' Union

**Letter of Understanding**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Representative Workforce**

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**The parties agree to promote discussion in regards to a representative workforce.**

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Memorandum of Intent**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Maintenance of Wage Standardization**

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**WHEREAS Healthcare Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter “the parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;**

**AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;**

**AND WHEREAS the parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee’s or group of employees job content may result in a request for review of the wage scale;**

**THEREFORE the parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support Collective Agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.**

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union

**Letter of Intent**

between

**Manitoba Government and General Employees' Union**

and

**WRHA Laundry Operations Selkirk Site**

**Re: Extended Health Care Plan / Health Spending Account**

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**1. Current - Through HEBP:**

- "Basic" and "Enhanced" - Extended Health Care Plan - - Totally Employee Paid.
- Health Spending Account - None

**2. New - Through HEBP:**

- Apr 1/09 - "Extended Health Care Plan" - "Enhanced" Plan - 50/50 - Employee/Employer Paid.
- Apr 1/10 - New - "Health Spending Account" - HSA = \$250 Yr FT/\$125 Yr PT - Employer Paid.
- Apr 1/11 - New - "Health Spending Account" - HSA = \$500 Yr FT/\$250 Yr PT - Employer Paid.

**3. Applicable to:**

- New Benefits - set out in section 2 above - will apply to Employees in the following:  
(1) Facility Support, (2) Nurses, (3) Professional & Technical, and (4) Trades.
- All Facility Support Sector Unions will recommend the "New" Benefit package - section 2 above to the MCHCU - Manitoba Council of Health Care Unions.

#### 4. **"Extended Health Care Plan":**

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

#### **"Health Spending Account" - HSA:**

- **A Health Spending Account will be implemented commencing Apr 1/10 as follows:**
- **Apr 1/10 - "HSA" = \$250 Yr Full-Time / \$125 Yr Part-Time - Employer Paid.**
- **Apr 1/11 - "HSA" = \$500 Yr Full-Time / \$250 Yr Part-Time - Employer Paid.**
- **HSA Eligibility - In order to be eligible for HSA coverage - Employee must be enrolled in the "Extended Health Care Plan" - "Enhanced" Plan.**
- **Full-Time (FT) HSA Coverage - will apply to Employees who are paid 1,500-hours or more per calendar year at straight time rates of pay.**
- **Part-Time (PT) HSA Coverage - will apply to Employees who are paid less than 1,500 hours per calendar year at straight time rates of pay.**
- **Year - will be defined as the period January 1 to December 31.**
- **In the subsequent Year, HSA coverage (FT or PT) will be based on the Employee's regular paid hours (excluding OT) in the previous Year.**
- **HSA Coverage / New Employees / Hired on or after Apr 1/10 (commencement date of HSA) - All new Employees hired on or after Apr 1/10 will commence HSA coverage following 1-Year of participation in the "Enhanced" Extended Health Care Plan.**

- **A "Health Spending Account" - HSA - is an Employee Benefit - whereby an "Account" - made up of a fixed sum of money per Employee / Year - is set up - from which the Employee may draw .....**
  1. **To subsidize the benefit levels as set out in the Extended Health Benefit Plan and the HEBP Dental Plan.**
  2. **Note - HSA monies are not "rolled over" from Year-to-Year.**

**5. "Joint Implementation Committee":**

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

Signed on this 31st day of March, 2009.



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union



On Behalf of the Winnipeg Regional Health Authority



On Behalf of the Manitoba Government and General Employees' Union