

# **Collective Agreement**

*between*

**The Main Street Project Incorporated**

*and*

**Manitoba Government and General Employees' Union**

**Local 136**

**April 1, 2016 to March 31, 2019**

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### **Preamble**

The purpose of the Collective Agreement between the Union and the Employer is to establish and maintain rates of pay; hours of work; other working conditions and conditions of employment and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussion, meaningful consultation and negotiations.

It is acknowledged that the operation of the Main Street Project is dependent on funding from a variety of public sector and charitable sources, and that as a non-profit organization these issues must be taken into account in any comparison with other Employers.

### **Article 1 Definitions**

- 1:01** “Employee” means a person employed in a position in the bargaining unit and includes the following:
- (a) “Full-time” employee means an employee who on a regular and recurring basis works the full prescribed hours of work specified in Article 21.
  - (b) “Part-time” employee means an employee who on a regular and recurring basis works less than the full prescribed hours of work specified in Article 21.
  - (c) “Probationary Employee”, for full-time employees the period from the date of last employment to the completion of three (3) calendar months of service will constitute an employee’s probationary period. The probationary period may be extended for an additional period of three (3) months. The probationary period shall not exceed six (6) months total. For part-time employees the period of time from the date of last employment to the completion of the accumulation of four hundred and eighty (480) hours or five (5) calendar months of service, whichever comes first, will constitute an employees’

probationary period. The probationary period may be extended for an equivalent amount of time. The terms of this Agreement shall apply to the probationary employee except that such employee may be terminated by the Employer without having recourse to the grievance procedure.

- 1:02** “Relief Worker” means a person called occasionally by the Employer to supplement regular staff coverage or to replace an absent employee. The terms of this Agreement shall not apply to the relief worker, except as is specified in Appendix “B”.
- 1:03** “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant from a third party for training/and or make work projects. The terms of this Agreement shall not apply to the grant employee. Grant employees shall not be used to displace existing bargaining unit employees.
- 1:04** “Union” means the Manitoba Government and General Employees’ Union.
- 1:05** “Authorized Overtime” means overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.
- 1:06** “Promotion” means a change of employment from one position to another having a higher maximum salary.
- 1:07** “Transfer” means the removal of an employee from a position and appointing him to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- 1:08** “Layoff” means to remove from a position of employment with the Project due to shortage of work or shortage of funds, subject to the employee retaining such rights as set out under this Agreement.

- 1:09** “Annual Increment” means an increase in the rate of pay of an employee, within the employee’s pay range, which may be granted in recognition of satisfactory service in accordance with 24:03.
- 1:10** Wherever the feminine pronoun or singular form is used in this Agreement it may be deemed to mean the masculine pronoun or plural form where the context so requires.
- 1:11** Whenever the word “spouse” is used in the collective agreement or the benefit plans contained therein, it shall include same sex partners.

## **Article 2 Recognition and Scope of Bargaining Unit**

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees except the Executive Director, **Director of Addictions and Integrated Services, Director of Supportive and Transitional Housing, Director of Emergency Shelter & Community Supports, Director of Finance, HR Specialist, Community Engagement and Volunteer Coordinator, Fund Development Coordinator, Support Program Coordinator, Facilities and Maintenance Coordinator, Payroll and Benefits Coordinator, Administrative Coordinator, Administrative Assistant/Finance Clerk and Peer Advocate.**

Classifications may be added to or deleted from the exclusion listing above by mutual agreement between the parties. Where agreement cannot be reached the matter shall be referred to the Manitoba Labour Board by either party.

Where new classifications are to be introduced, the Employer agrees to enter into negotiations with the Union for the purpose of establishing appropriate salary schedules. Where agreement cannot be reached on an appropriate salary, the matter shall be referred to arbitration in accordance with Article 7.

**2:02** Benefits for part-time employees shall be pro-rated on the basis of hours worked unless otherwise specified.

**Article 3 Notice to Commence Collective Bargaining Revision and Renewal**

- 3:01** Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations and make every reasonable effort to conclude a renewal or a revision and renewal of the Collective Agreement or a new Collective Agreement. Such time limit may be extended with mutual agreement.
- 3:02** This Agreement may be amended during its term by mutual agreement.
- 3:03** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- 3:04** (a) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.
- (b) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

**3:05 For time spent with Employer representatives during negotiations of the Agreement, the Union will be allowed to have up to two (2) employees present without loss of pay or benefits at each bargaining session. Additional employees who may be included in said negotiation sessions, subject to mutual agreement, shall be on a wage recovery basis from the Union.**

#### **Article 4 Membership and Union Security**

- 4:01** The Employer agrees to deduct from each employee, the amount of regular bi-weekly dues payable to the Union and remit same within fifteen (15) days following the end of the month in which the dues were deducted to the Union, 601-275 Broadway, Winnipeg, Manitoba. Full dues shall be deducted from new employees on the first pay period following initial date of hiring by the Employer.
- 4:02** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made; however, such change shall not be made more frequently than once in a twelve (12) month period. Except in the case of a strike or lockout in which case the advance notice period shall be reduced to two (2) weeks and the frequency will be allowed not to exceed three times in a twelve (12) month period.
- 4:03** The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions, except for any claim or liability arising out of an error on the part of the Employer.

#### **Article 5 Union Business**

- 5:01** Leave of absence to attend to Union business shall be granted to employees based on the following conditions:

- (a) Requests for such leave shall be made in writing by the Union with at least fourteen (14) calendar days advance notice and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the fourteen (14) calendar days notice the request shall be considered and not unreasonably denied.
- (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted to the employee's immediate supervisor for approval by the Executive Director or designate.
- (c) Where such leave of absence has been granted by the Employer under sub-section (a), the Union shall reimburse the Employer one hundred and eighteen percent (118%) of the wages paid to such employees during the approved absence.
- (d) Grievors and their representatives shall suffer no loss of regular pay when meeting with the Employer for the purpose of processing grievances.
- (e) Unless otherwise specified in this Agreement, employees shall be expected to conduct Union business before or after working hours, or during rest or meal breaks.
- (f) Subject to 5:01(e) above, if impossible to do so, the Union Steward may be entitled to leave their work during working hours in order to carry out their functions under the collective agreement which involves the investigation and processing of grievances providing that each employee involved in the issue has obtained approval from the Manager or designate for the time required. Reasonable advance notice will be provided where the Steward has themselves received advance notice. Permission to leave work duties during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.

- (g) Leaves of absence for Union business shall not be unreasonably requested nor unreasonably denied.
- (h) The Union shall provide the Employer with a current list of local table officers, stewards and assigned staff representative and to notify the Employer of any subsequent changes in Union representation.

**5:02** When a new employee is hired, the Union shall be notified and provided with no less than fifteen (15) minutes during normal working hours to meet with the new employee for the purpose of acquainting him with the Union.

**5:03** The Employer agrees to make a bulletin board available at each of its work locations for the use of the Union, in a place which is accessible to Union members for the purpose of posting notices and material of interest.

Posted materials shall not contain anything that is adverse to the interests of the Employer.

## **Article 6 Management Rights**

**6:01** The Union recognizes the sole and executive right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote; the right to determine job content and the number of employees in a unit; the right to demote, discipline, suspend, layoff and discharge for cause; the right to make, alter and enforce reasonable rules and regulations and the right to sub-contract work as required.

**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 Grievance Procedure and Arbitration Procedure**

- 7:01** (a) “Representative” means the following:
- (i) Staff member of the Union,
  - (ii) Union Steward,
  - (iii) Officer of the Local, as last indicated by the Union in writing to the Employer.
- (b) “Grievance” means a dispute submitted in writing, between the Union, an employee, or a group of employees and the Employer regarding the application, interpretation or alleged violation of this Agreement.
- 7:02** Prior to the submission of a written grievance an effort shall be made to resolve the dispute through discussion between the employee and his immediate supervisor outside the bargaining unit. The employee, if he desires, may be accompanied by a representative of his choice.
- 7:03** **Step One - Discussion Stage**
- Within fourteen (14) calendar days of the occurrence of the grievance, the grievor shall attempt to resolve the dispute with her immediate supervisor who is outside the bargaining unit. If the conduct of the immediate supervisor is the subject of the grievance, the grievor shall proceed to Step Two by submitting the grievance to the Executive Director or her designate.
- 7:04** **Step Two**
- If the grievance is not resolved at Step One within ten (10) calendar days following submission, the Union may within the ensuing ten (10) calendar days submit the grievance to the Executive Director. The Executive Director shall, within ten (10) calendar days after receipt of the grievance, render a decision.
- An employee claiming to have been suspended or discharged without just cause may submit the grievance directly to the Executive Director

- 7:05** The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the Union. For purposes of determining the lengths of time referenced within this article, Saturdays, Sundays and recognized holidays are excluded.
- 7:06** Where the decision of the Executive Director is unsatisfactory to the grievor or the Union, the grievance may, within ten (10) calendar days from the date the reply was received from the Executive Director, be referred to an Arbitration Board and proceeded with in the following manner:
- (a) The Union shall, in writing to the Executive Director of the Employer, state that the matter in dispute is to be proceeded with to Arbitration and also in the letter state the name of the Union's appointee to the Arbitration Board.
  - (b) Within ten (10) calendar days of receipt of the letter as provided in (a) above, the Employer shall notify the Union in writing of the Employer's appointee to the Arbitration Board.
  - (c) Within ten (10) calendar days of receipt of the letter as provided in (b) above, the two appointees shall select a third member who shall be the Chairperson of the Arbitration Board and shall without delay, notify the Union and the Employer of the name of the Chairperson.
  - (d) 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 Minister of Labour, Province of Manitoba.
  - (e) The Arbitration Board or Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or modify or amend any portion of this agreement.
  - (f) Without undue delay, following the appointment of the Chairman, the Board shall commence hearings and shall hear evidence and argument

submitted by or on behalf of the parties relevant to the matter submitted.

- (g) Without undue delay the Board shall render its decision and reasons in writing to the Union and the Employer.
- (h) The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision the decision of the Chairman shall be the decision of the Board.
- (i) Each party shall bear the expenses of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board.

**7:07** Nothing herein shall prohibit the parties from agreeing on a single arbitrator within the time requirement of 7:06 (b). If the parties so agree, the provisions of this Article relating to an arbitration board shall apply, “mutatis mutandis”, to the single arbitrator.

### **Article 8 Harassment and Non-Discrimination**

**8:01** The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment.

The definition of harassment shall consist of the definition contained in the Human Rights Code.

The Employer shall implement and maintain a Respectful Workplace Policy. A copy of the policy shall be provided to all Employees.

**8:02** 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
- **Gender identity,**

Except as may be allowed under the Manitoba Human Rights Code.

**8:03** The parties agree that there shall be no form of harassment 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. The Employer, the Union and the employee(s) shall treat situations involving harassment in a confidential manner.

### **Article 9    Discipline**

**9:01** No employee shall be discharged, suspended or otherwise disciplined without just cause.

**9:02** In instances where the Employer determines that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may choose to be accompanied by a Union representative.

**9:03** If the action referred to in the above clause results in a written warning, suspension, or dismissal, the Employer shall notify the employee in writing of the action taken and the reasons, either by registered mail or personal service.

**Article 10 Abandonment of Position**

- 10:01** Where an employee is absent from work without leave for **five (5)** consecutive working days without a valid and acceptable reason, he shall be deemed to have terminated employment on the last day on which he was present at work and performed his regular duties.

**Article 11 Employee Files**

- 11:01** An employee shall be given the opportunity to examine any document expressing dissatisfaction with his performance or conduct which is placed in his file, and his reply to any such document shall also be placed in his file. An employee shall be required to sign a receipt indicating that he has seen or been given copies of evaluations, warnings or other such documents relating to his performance and conduct.
- 11:02** Upon written request and at a mutually agreeable time at the site of employment within 10 days of making a request, an employee, accompanied by a Union Representative, if he so elects, may examine his employee file. An employee shall have the right to make copies of any documents contained in his employee file.
- 11:03** An employee shall have the right to request the removal and destruction of any documents pertaining to disciplinary action contained in the employee's personnel file after two (2) years from the date such action was taken. Such request shall be made in writing. Provided there has been no re-occurrence of the same or similar nature, the Employer agrees to consider the request and will render a decision in writing within thirty (30) days from the date the request was made. This provision is not applicable to Performance Appraisals.

## **Article 12 Seniority**

- 12:01** Seniority means the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. For the purpose of calculation, seniority shall accumulate based upon total regular hours paid to an employee since the last date of employment.
- 12:02** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total regular hours paid. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- 12:03** No employee shall be transferred to a position outside the bargaining unit without his consent.
- 12:04** Seniority shall include:
- (a) Total regular paid hours.
  - (b) Paid leave of absence.
  - (c) Paid income protection.
  - (d) Unpaid leave of absence up to four (4) weeks.
- 12:05** Seniority will terminate if an employee:
- (a) Resigns;
  - (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (c) Is laid off and fails to report for duty once recalled as per Article 13;
  - (d) Is laid off for more than twenty four (24) months;
  - (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;

- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) Is absent for **five (5)** consecutive work days and does not provide the Employer with an acceptable explanation unless said absence is overturned via the arbitration procedure.

**12:06** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks except those referenced in 12:06 (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 employee in an out of scope position;
- (h) Is on an educational leave of absence up to two (2) years.

**12:07** 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 12:07 (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.

### **Article 13 Layoff and Recall**

- 13:01** In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification provided that the employees retained are qualified to perform the work to be done.
- 13:02** If layoff is necessary, the Employer shall advise the Union of the proposed reduction and the employee(s) affected prior to the layoff notice(s) being issued.
- 13:03** Except in circumstances beyond the sole control of the Employer, an employee shall receive written notice from the Employer informing him of the date which he is to be laid off at least four (4) weeks prior to the effective date of the layoff. The notice shall give the reasons for the layoff and the expected duration. If the employee has not been given the opportunity to work the days as provided in this Article he shall be paid for the days for which work has not been made available.
- 13:04** Employees laid off shall be placed on the layoff list according to their seniority with a copy of the layoff list being provided to the Union. Laid off employees shall be called back to work to positions for which they are qualified beginning with the most senior employee on the layoff list and descending from there.
- 13:05** Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee with the Employer.

- 13:06** New employees shall not be hired to fill positions formerly held by employees on layoff until those laid off have been recalled or have failed to respond to notice of recall.
- 13:07** Laid off employees shall have first preference for relief hours, subject to the availability of such employees and provided they are qualified, competent and willing to perform the required work. Participation in the relief pool shall in no way negatively affect rights to recall.
- 13:08** There shall be no contracting out of bargaining unit work in a manner which would deprive any present employee of employment with the Employer.
- 13:09** 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.
- 13:10** Upon receipt of a notice of recall in accordance with Article 13:05 an employee shall communicate to the Employer their acceptance of recall within seven (7) days. Further, the employee must be prepared to begin work within two (2) weeks of receipt of notification.
- 13:11** 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 13:10.
  - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation acceptable to the Employer.
  - (c) A twenty-four (24) month period has elapsed since the date of layoff as per Article 12:05 (d).

### **Article 14 Vacation**

**14:01** The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. Vacation earned in any vacation year is taken in the following vacation year. Notwithstanding these dates, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

**14:02** An employee while on leave with pay, sick leave with pay, or in receipt of Workers Compensation for up to one year shall be entitled to his vacation with pay in the same manner as if he was not absent from work.

Vacation shall continue to accrue during an unpaid leave of absence of up to four (4) weeks in duration and shall not accrue beyond four (4) weeks.

**14:03** Employees shall earn vacation leave credits on the following basis:

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

year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation credits cashed out at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) days per complete month of service.

- 14:04** Termination vacation pay shall be calculated in accordance with sections 14:03 and 36:03 based on the rate of pay in effect on the date of termination.
- 14:05** The Employer shall notify each employee, prior to his vacation, of the date and time upon which he is to report back to work following his vacation, but this will not preclude the making of a change during the vacation period if mutual agreement is reached between the Employer and the employee.
- 14:06**
  - (a) The Employer will post an estimated vacation entitlement list no later than February 7th.
  - (b) Employees will submit in writing their preference for vacation dates for all or part of their vacation entitlement by March 7th of each vacation year.
  - (c) Employees will be granted preference for vacation leave based upon seniority within each department subject to operational requirements.
  - (d) Where an employee has not submitted their full vacation entitlement by March 7th, any further vacation requested will be on a first come

first served basis, subject to operational requirements and 48 hours notice.

- (e) The Employer shall post the vacation schedules by April 15th each year.
- (f) Subject to operational requirements an employee may take vacation of up to four (4) consecutive weeks.
- (g) Employees may request authorization to take vacation in blocks of less than one (1) week. Partial week vacation requests shall be considered only after all blocks of one (1) or more consecutive weeks have been authorized. Where such partial week vacation requests are made prior to the posting of the shift schedule in which the requested vacation would occur, such requests shall not be unreasonably denied.**

**For the purposes of booking vacation for employees who work less than 1.0 FTE, vacation blocks are considered to be consecutive work days assigned, regardless of gap between work days.**

**14:07** Where one or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee, or be taken at some later date as mutually agreed.

**14:08** When an employee requests to change his vacation period or trade scheduled vacation with another employee(s), except in exceptional circumstances such requests shall be submitted in writing to the Employer for approval no less than seven (7) days prior to the beginning of the vacation period. Such requests shall not be unreasonably denied.

**14:09** An employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. Upon receipt of a written request, the Employer, at its sole discretion, will consider a carryover of vacation from one year to the following year and such requests shall not be unreasonably denied.

The Employer shall post a notice, no later than January 1st of each year, indicating the need for employees to request the scheduling of their remaining vacation. Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by January 15th of each year on a first come first serve basis. Any vacation entitlement not requested by January 15th may, at the discretion of the Employer, be scheduled by the Employer.

Vacation may be paid out only in extenuating circumstances and / or at the discretion of the Employer. When exercising their discretion the Employer shall act reasonably.

Vacation entitlement will be payable at the employee's regular rate of pay.

**14:10** Effective April 1, 2009, in recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th ) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five 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.

- 14:11** After satisfactory completion of probation, and with the approval of the Employer subject to operational requirements, accumulated vacation leave up to a maximum of five (5) working days may be granted to an employee in the employee's first twelve (12) months of service.
- 14:12** An employee who voluntarily transfers, or accepts a promotion to another position after her vacation request has been approved, will have her vacation schedule reviewed by the Manager of the new department/unit. The new Manager will in consultation with the employee attempt to accommodate previously approved vacation wherever reasonably possible. In exceptional circumstances, the employee's vacation may be rescheduled within the remaining vacation year. In all other cases no changes to previously approved vacation shall be made without the consent of the affected employee.

#### **Article 15 Sick Leave**

- 15:01** An employee having accumulated an entitlement to sick leave may claim basic pay against such accumulation with respect to the period during which he was unable to work because of an incapacitation due to an accident or illness.
- 15:02** Each employee shall accumulate sick leave at the rate of one and one quarter (1¼) days for each full month of employment to a maximum of one hundred and twenty (120) days.

Sick leave shall continue to accrue during an unpaid leave of absence of up to four (4) weeks in duration and shall not accrue beyond four (4) weeks.

- 15:03** An employee who is unable to perform his regular work with the Employer as a result of injury or illness which is recognized as compensable by the Workers Compensation Act will be entitled to payment for the difference between the compensation and his regular salary. Such difference will be deducted from his accumulated sick leave entitlement and payment will cease when his entitlement has been totally claimed.
- 15:04** Notwithstanding Section :03, an employee's pay may only be "topped up" by ten percent (10%) of net salary.
- 15:05** If, at any time, it is decided by the Workers Compensation Board that the additional amount referred to in Section :04 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- 15:06** An employee who is unable to report for work due to illness shall inform her Manager or the on call Manager prior to the shift in question. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.
- One (1) hour notice prior to any shift commencing between 0530 and 1330.**
- Three (3) hours notice prior to any shift commencing outside the hours stated above.**
- 15:07** An employee who has been absent because of sickness for a period of three (3) consecutive days or more shall furnish, when requested by the Employer, at any time during or after this period of sickness, the medical certificate that was obtained during the period of illness that the employee is or was unable to be present at work because of illness. Where an employee fails to produce a medical certificate acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.

- 15:08** The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employees' fitness to return to work, or to determine approximate length of illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 15:09** Days off and Recognized Holidays which fall within a period of sick leave shall not be considered a part of, or charged to, accumulated sick leave.
- 15:10** (a) For each one and one-quarter ( $1\frac{1}{4}$ ) days of sick leave accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in 15:01. The remaining one-quarter ( $\frac{1}{4}$ ) day shall be reserved for either the employee's personal use as outlined in 15:01, or to provide care in the event of family illness as specified in 15:10(b). The Employer shall maintain an up-to-date record of the balance of sick leave credits reserved for each of these purposes.
- (b) An employee may use up to five (5) days sick leave in any one (1) calendar year to provide care in the event of illness of a spouse, child or parent. Such days that may be utilized for this purpose are set out in 15:10 (a).
- 15:11** Upon sufficient notification to the Employer, and providing such time off does not unduly effect departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated sick leave.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If this is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the department. The employee will return to work

following their appointment, to complete their scheduled shift unless it is not reasonable to do so for medical or practical reasons.

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be forty-eight (48) hours or such notice as the employee themselves receives. An employee undergoing elective surgery must give notice equivalent to the notice that the employee themselves receives.

**15:12 Compassionate Care Leave**

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

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end 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.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) The day the certificate is issued; or
    - (ii) If the leave was begun before the certificate was issued, the day the leave began; and

- (iii) The family member requires the care or support of one or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
  - (1) A spouse or common-law partner of the employee;
  - (2) A child of the employee or a child of the employee's spouse or common-law partner;
  - (3) A parent of the employee or a parent of the employee's spouse or common-law partner;
  - (4) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (5) A current or former foster parent of the employee, or of the employee's spouse or common-law partner;
  - (6) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
  - (7) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), (v) and (vi);
  - (8) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have

the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue as per Article 12:06 and 12:07.
- (h) Subject to the provisions of Article 15:10 the employee may apply to utilize income protection credits to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 17:01.

**15:13 Organ Donation Leave**

An employee who has been employed for at least thirty (30) days is entitled to unpaid leave of up to thirteen (13) weeks for the purpose of donating an organ as outlined in the Employment Standards Code.

The provisions of The Employment Standards Code and any amendments shall apply to all terms and conditions of this leave, including duration, eligibility, and rights upon return to work.

An employee who has been granted leave for the purposes of organ donation shall, upon commencement of such leave, be granted up to ten (10) working days of income protection credits, to bridge the employee through the waiting period of Employment Insurance benefits for leave for organ donation. The income protection leave shall be granted as long as the Federal government agency administering Employment Insurance benefits allows the income protection credits to bridge to the waiting period.

**Article 16 Medical Fitness**

- 16:01** At the request of the Employer, an employee may be required to have a medical examination from a duly qualified medical practitioner, acceptable to or appointed by the Employer. The Employer shall pay the cost of the medical examination if the cost is not covered by Manitoba Health.

For those employees not on paid sick leave, or not on any other form of paid leave the Employer may, if reasonably possible, assign the employee to attend such examination during a regularly scheduled shift. If not reasonably possible for an employee to attend during work, he/she will be provided compensation at straight time for all time spent required for attending to and completion of such examination.

### Article 17 Bereavement Leave

**17:01** Bereavement Leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a:

Spouse	Son-in-law
Common law spouse	Sister-in-law
Same sex partner	Brother-in-law
Child or ward of the employee	Grandparent-in-law
Parent	Fiancée/fiancé
Sibling	Step parents
Grandparent	Step children
Grandchild	Step grandchildren
Father-in-law	Former legal guardian
Mother-in-law	Foster parent
Daughter-in-law	Foster child

Or a relative permanently residing in the employee's household or with whom the employee resides.

Such days may be taken only in the period which extends from the date of death up to and including three (3) days following interment.

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

Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometers from their home.

**17:02** In the event of the death of an employee's aunt or uncle the employee may be granted the necessary time off to attend the funeral without loss of pay.

**17:03** An employee who is entitled to bereavement leave under 17:01 or 17:02 during a vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted under 17:01 or 17:02.

**17:04** (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

(b) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a mourner.

## **Article 18 Parenting Leave**

**18:01** Parenting Leave consists of Maternity Leave and Parental leave. Parental leave includes Paternity and Adoption leave.

(i) 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 not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, the Employer may require an employee to provide a medical certificate as proof of her ability to continue work. Such proof shall not be unreasonably requested.
- (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.

An employee who has been granted Maternity Leave shall, upon request to the Employer, be entitled to ten (10) days sick leave to be applied against the EI waiting period, subject to that amount of sick leave being available to the credit of the employee.

(ii) 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 commenced not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption leave upon seven (7) 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 commenced no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

(iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. 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.

(v) An employee may end her/his Parental Leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is the 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/his former classification and shift schedule at the same increment step.

### **Article 19 Court Leave**

- 19:01** An employee who is summoned for jury duty or who receives a subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs shall be granted a leave of absence with pay for the required period of absence provided that such employee remits to the Employer any payment received other than reimbursement of expenses. An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees private affairs shall receive a leave of absence without pay for the required absence. Employees may access unused current paid vacation entitlement or banked time for this leave of absence.
- 19:02** Subject to the following conditions (a) and (b) an employee who receives a subpoena to appear as a witness in a court proceeding outside of his regularly scheduled work time shall be compensated at the rate of one and one-half times (1 ½ x) his regular wages for all time spent at the court proceeding:
- (a) The court proceeding must be occasioned by the employee's performance of his duties or arises due to a work related occurrence at the place of employment.
  - (b) The court proceeding is not occasioned by the employee's private affairs.

### **Article 20 Recognized Holidays**

- 20:01** For purposes of this Agreement, recognized (paid) holidays shall be:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

Full-time employees shall be allowed to bank up to three (3) alternate 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 alternate time off is impractical to schedule before March 31 of any year, the employee shall receive her regular rate of pay for all days banked.

- 20:02** Whenever a recognized holiday falls on an employee's scheduled day off, he shall receive an extra day off in lieu thereof; the Employer may, however, give him an extra day's pay at basic rate if mutually agreed between the employee and the Employer. The Employer agrees to schedule such lieu day within thirty (30) days following the Holiday unless mutually agreed to the contrary.
- 20:03** An employee required to work on a recognized holiday shall be paid at time and one-half (1 ½ x) his basic rate of pay for all hours worked on the holiday and in addition a full time employee shall receive one (1) day off at his basic rate of pay.
- 20:04** A day off given in lieu of a recognized holiday shall, whenever reasonably possible, be added to scheduled days off.
- 20:05** The Employer agrees to assign time off as equitably as possible over Christmas and New Year's.

### **Article 21 Shift, Work Days and Work Weeks**

- 21:01** The regular workday shall consist of eight hours excluding a one-half (½) hour meal period and including two fifteen (15) minute rest periods. Meal period and rest periods will be as scheduled by the Employer after meaningful consultation with the employees affected. The regular workweek shall, when averaged over the shift rotation cycle, average forty (40.0) hours excluding meal and including rest periods.

**21:02** For identification purposes, shifts will be named as follows:

- (a) The shift commencing at or about 0730 hours and ending at or about 1600 hours shall be considered the first/day shift;
- (b) The shift commencing at or about 1530 hours and ending at or about 2400 hours shall be considered the second/evening shift;
- (c) The shift commencing at or about 2330 hours and ending at or about 0800 hours shall be considered the third/night shift.

**21:03** **The Employer is committed to providing, wherever possible, stable and predictable schedules.**

- (a) Any variation in hours of work from those specified **in 21:02** shall be implemented upon mutual agreement of the Employer and the majority of employees affected.
- (b) The Employer shall notify affected employees in writing four (4) weeks prior to any intended permanent change in the master shift schedule **with a copy to the Union.**
- (c) Prior to the notification referenced in (a) above, the Employer shall have meaningful consultation with the Union to discuss any such proposed changes. **The notice period may be adjusted by agreement between the affected employee(s), the Employer and the Union.**
- (d) **The master shift schedule is the pattern of all shifts that the employer needs to cover the normal staffing requirements of the work area or operation.**

**21:04** Employees wanting to exchange shifts shall jointly apply to do so in writing co-signed by the employee willing to exchange shifts with the applicant, not less than twenty four (24) hours prior to the scheduled shifts or earlier if necessary in order to obtain the written approval of the respective manager or supervisor. Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head or designate and shall always be paid at the employee's regular rate of pay and applicable shift premiums.

The Employer agrees that email may be used to facilitate exchange of shifts between the employees affected and the respective manager.

**21:05** Shift schedules for a minimum of a three (3) week period shall be posted at least one (1) week in advance of the beginning of the scheduled period. Posted shift schedules shall not be altered except by mutual agreement between the employee and the Employer.

**21:06** There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes in a day.

**21:07** No employee will be required to work a split shift against his wishes.

**21:08** **For the purpose of scheduling additional non-overtime shifts available to part-time employees:**

**(a) For shifts where vacancy is determined more than fourteen (14) days in advance, available shifts shall be first offered to qualified employees within the classification a minimum of fourteen (14) days in advance of when they are to be worked. Part-time employees desirous of working such shift(s) shall respond**

designating their availability within forty-eight (48) hours of notice of available shifts, in order to have their preferences considered.

- (b) Where the vacancy is determined fourteen (14) days or less in advance, the part-time employee shall respond designating her availability within twenty-four (24) hours of notice of available shifts, in order to have their preferences considered.
- (c) Where a vacancy occurs within twenty-four (24) hours, the shift(s) will be offered to qualified employees on site or filled in accordance to first response with availability.

For (a), (b) and (c) above shifts shall be assigned by descending order of seniority, in accordance with employees' designated availability.

21:09 The parties recognize that flexibility in hours of work is necessary in providing case management supports.

Flex time is an alternative schedule used by staff which varies their work routine from normal working hours and is not included in overtime calculations.

Upon mutual agreement between the Employer and an employee designated as a case worker, such employee may work an extended/alternate work day in order to provide services to clients or to accommodate personal need. All hours worked on an extended/alternate day shall be used to effect a shorter work week and shall be taken back within six (6) weeks following the date on which the extended/alternate day occurred. Overtime does not apply to employees working extended/alternate days.

21:10 Staff who wish to pick up additional shifts or switch shifts will be permitted to subject to Article 33:02 and any other operational requirements.

**21:11 A full-time employees' day of rest shall be deemed to end at the commencement of their next regularly scheduled shift.**

### **Article 22 Overtime**

**22:01** An employee who is required to work overtime on a regular workday shall be compensated for such additional time at the rate of time and one-half (1 ½x) his regular rate of each hour so worked.

When overtime is required **for the next consecutive shift to that being currently worked**, it shall first be offered to the employees already on site where reasonable and practical and where the employees are willing to work the overtime.

Where more than one employee on site is willing to work the available overtime as assigned, the most senior employee will be offered the overtime, provided that they have not as yet worked any overtime within the last week.

Where there are no employees on site who are willing to work the available overtime, or where such arrangements are not reasonable or practical, overtime shall be offered on a fair and equitable basis to the employees who are qualified, fit and available to perform the required work.

**In all other circumstances when overtime is required it shall be offered in order of descending seniority among employees qualified to perform the work. Once a senior employee has accepted overtime in a pay period, overtime shall be then offered in descending order of seniority to those qualified employees who have not yet accepted overtime in that pay period.**

**22:02** An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all hours worked. An employee's day of rest shall be deemed to begin at the same time as his regular shift would have begun had it been a day of work.

- 22:03** An employee, if called out to work overtime shall receive for the work compensation of a minimum of three (3) hours work at the overtime rate, provided that the period of overtime worked by the employee is not contiguous to the scheduled working hours.
- 22:04** By mutual agreement between the Employer and the employee, overtime may be compensated for by granting of equivalent time off at overtime rates. Such time shall be taken by the employee prior to March 31 of any year or it will be paid out.
- 22:05** An employee required to work overtime without any advance notice for a period in excess of three (3) hours immediately following her/his regular shift shall be provided, at no cost, an approved meal available within the workplace. The meal provided will take into consideration any employee dietary restrictions.
- 22:06** In every period of overtime, a paid rest period of fifteen (15) minutes shall occur during each continuous period of more than three (3) hours, unless the overtime worked is a full shift, in which case regular meal / rest periods shall occur.
- 22:07** An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside his regular hours shall be paid straight time rates for time spent in attendance at such courses or meetings or be given equivalent time off at a mutually agreed time. **Upon request if the time of any meeting or course will prevent adequate rest time for employees with night shifts the Employer will endeavor to accommodate in a fair and reasonable manner.**
- 22:08** **Overtime shall be paid:**
- (a) For all hours worked in excess of eight (8) hours per day; and**
  - (b) For all hours worked in excess of eight (80) hours per bi-weekly pay period.**

### **Article 23 Duration of Agreement**

- 23:01** This Agreement shall become effective from and including the **April 1, 2016** and shall continue in effect up to and including **March 31, 2019**, and shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal is given by either party at least thirty (30) days prior to the expiry date thereof.
- 23:02** During the period required to negotiate a renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.
- 23:03** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified.

### **Article 24 Pay Plan**

- 24:01** Employees shall be paid in bi-weekly pay periods in accordance with Appendix "A".
- 24:02** Whenever an employee is promoted and where the pay range permits, he shall be paid at a rate of pay that is at least one increment higher than the rate of pay in his former position or the maximum salary for the position to which he is promoted. Subject to Article 24:03, subsequent increments, if any, shall be due upon the completion of full time yearly hours in the new position worked, as per **Appendix "A"**.

**Where an employee is promoted to, or acts in, another higher paid position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, the greater of either three percent (3%), or one (1) full increment, more than the rate of pay the employee was being paid in the employee's former position.**

- 24:03** Subject to satisfactory performance, employees shall receive annual increments as provided for in Appendix “A” upon completion of each complete year’s accumulated service (2080 regular hours).

#### **Article 25 Job Classification**

- 25:01** The Employer agrees to provide the Union, within thirty days of the date of the signing of the Collective Agreement, with job descriptions for all full-time and part-time bargaining unit positions. **The Employer shall forward to the Union any changes to in scope job descriptions.**

#### **Article 26 Acting Status**

- 26:01** Where an employee is temporarily assigned to replace an employee in a more highly paid position than his own he shall be paid at the first rate in the higher scale which exceeds his current salary by at least one (1) increment from the date of taking over the higher paid position.

#### **Article 27 Pension Plan**

- 27:01** The Community Agencies Pension Plan (Ellement & Ellement, Consulting Actuaries) shall continue in accordance with the terms and conditions of that plan and on a 50/50 cost shared basis.

#### **Article 28 Benefits Plan**

- 28:01** The parties agree to continue the practice of paying the premiums for Community Agency Benefit Plan Level 4, (Great West Life) split so that the Employer pays the premium for all benefits except the premiums for LTD which are paid by the employees.
- 28:02** (a) Effective March 31, 2014, benefit coverage under the current Level 4 Benefit Plan will cease, and

(b) Effective April 1, 2014, benefit coverage under the Level 3 Benefit Plan will be implemented (existing extended health and dental benefits except that orthodontics will no longer be provided).

**28:03** Effective date of ratification part time employees that are hired and maintain an EFT of 0.6 or larger will be eligible to participate in the benefit plans.

**28:04** **Employees who wish to retain such benefits will pay the employer's and employee's share of Group Health, Dental, Group Life and D & R when on any period of unpaid leave of absence.**

#### **Article 29 Employee Assistance Program**

**29:01** The Employer agrees to provide employees with coverage for an Employee Assistance Program. The costs of the Program will be paid for fully by the Employer.

#### **Article 30 Staff-Management Committee**

**30:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Main Street Project.

**30:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed **six (6)** members, unless mutually agreed otherwise. The local Union committee members may at any time have a Representative from the Manitoba Government and General Employees' Union.

**30:03** The Committee shall meet **at least four (4) times per year or more frequently as matters arise** as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.

**30:04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

**30:05** **The parties acknowledge the value of professional and meaningful communication to the Board from the Union.**

**The Union may submit a quarterly report to the Board. The report shall be submitted in conjunction with the MGEU Staff Representative and MSP unionized employees. The report shall be copied to the Executive Director two (2) weeks prior to submission to the Board for review and potential discussion of contents.**

### **Article 31 Workplace Safety and Health Committee**

**31:01** A joint Workplace Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the organization.

**31:02** **The parties agree to a single Workplace Safety and Health Committee responsible for all Employer work locations. Such Committee will be deemed to retain all responsibilities, jurisdiction and authorities as conferred to committees under the Workplace Safety and Health Act of Manitoba.**

- 31:03** The Workplace Safety and Health Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed six (6) members, unless mutually agreed otherwise.

### **Article 32 Shift and Weekend Premium**

- 32:01** An employee who works a shift where half or more of the hours are worked between 5:00 p.m. and 11:59 p.m. shall be eligible to receive a shift premium of eight dollars and fifty cents (\$8.50) per shift in addition to the employee's regular pay.

An employee who works a shift where half or more of the hours are worked between 0:01 a.m. and 5:00 a.m. shall be eligible to receive a shift premium of twelve dollars (\$12.00) per shift in addition to the employee's regular pay.

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

- 32:02** The shift premium shall not be included in the calculation of Pension, Group Life Insurance, Sick Leave, Vacation Pay or any other employee benefits unless otherwise provided for in this Agreement.
- 32:03** An employee who works an overtime shift will be eligible for Shift Premium provided the employee is replacing another employee who would have received the shift premium if he had worked the shift. An overtime shift is defined as a full shift, i.e. eight (8) hours which is worked by an employee on an overtime basis.

### Article 33 Recruitment

**33:01** Vacant positions that fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state the required qualifications, current or anticipated shift pattern, if known, hours of work and wage rate.

Internal applicants shall be given preference over external candidates provided the applicants are qualified for the position.

**33:02** In order to be eligible for a vacant position, a candidate must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one internal candidate possesses the above selection criteria, the vacancy selection shall be based upon seniority.

**33:03** All promotions and voluntary transfers are subject to a three (3) month trial period (four (4) months for part-time employees) and if an employee is found by the Employer to be unsatisfactory in her new position during this trial period, she shall be returned to her former position, **or one similar with the same EFT position, and pay**, without loss of seniority. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to four (4) months for part-time employees if it deems it appropriate.

**33:04** The results of all postings for this bargaining unit shall be posted.

**33:05** (a) When a vacancy arises or a new position is created, first consideration shall be given to lateral transfers from other shifts, subject to operational requirements **and the employee having the appropriate qualifications as stated in Article 33:02.**

- (b) Requests for lateral transfers will be accepted at any time but will only be considered up to the end of the posting period for the position in question.
- (c) Where two (2) or more internal applicants are qualified and suitable for the new shift assignment, the most senior applicant shall be awarded the assignment.

### **Article 34 Responsibility Pay**

- 34:01** Effective date of ratification, where an existing employee has been requested by the Employer to orientate a new employee, the existing employee will be entitled to the responsibility pay as per article 34:02 for the assigned orientation shift. Assignment of orientation responsibilities will be at the sole discretion of the Employer.
- 34:02** Where an employee is assigned in accordance with 34:01 he shall be eligible to receive an additional eighty cents (\$0.80) per hour.

### **Article 35 Coverage for Incidental Costs**

- 35:01** When an employee's clothing and/or personal effects are damaged during the course of his duties, the Employer shall cover the cost of the Article(s) upon provision of the appropriate receipts, if such coverage is not already provided for. No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss and damage of any items. It is the responsibility of employees to wear appropriate attire and accessories given the nature of the workplace.

Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

- 35:02** Where an employee receives a parking ticket during the course of his duties, due to an unanticipated client situation and / or through no fault of their own, and he can show that in order to have fulfilled his duties the ticket was unavoidable, the Employer shall cover the cost of the ticket.

**Article 36 Special Provisions for Part-time Employees**

- 36:01** Part-time employees are entitled to benefits provided for under this Collective Agreement on a pro-rated basis based on hours paid at the regular rate of pay.

When prorating a benefit for part-time employees the following formula shall apply:

Hours Paid at Regular Rate of Pay X Entitlement of a Full-time Employee  
Full-time Hours (2080)

- 36:02** Part-time employees shall accrue sick leave in accordance with Article 15:02 on a prorated basis in accordance with the pro-rating formula as specified in Article 36:01.
- 36:03** Part-time employees shall earn vacation on a pro-rated basis in accordance with the pro-rating formula as specified in Article 36:01. Actual vacation accrual / vacation earning rate is based on years of service in accordance with Article 14:03. Vacation time is to be utilized or scheduled on day(s) that the part time employee would otherwise be scheduled to be at work as part of their established EFT.

Part-time employees are not entitled to unpaid vacation days.

Part-time employees who work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked. Additional vacation time off does not accrue on additional available shifts or hours worked.

Such additional vacation pay shall at the option of the employee, be paid out as follows:

- (a) As additional vacation pay during their regular requested vacation period, or
  - (b) On a regular pay day at the employee's written request to their Supervisor, or
  - (c) As of March 31 of each vacation year as per Employer policies.
- 36:04** Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of paid time off on a recognized holiday. Such holiday pay shall be calculated on all paid hours (excluding overtime) and shall be included in each regular biweekly pay.
- 36:05** Part-time employees shall be entitled to overtime rates as specified in Article 22 when authorized to work in excess of the regular daily or weekly hours as specified in Articles 21.
- 36:06** Subject to satisfactory performance, part-time employees shall receive annual increments as provided for in Appendix "A" upon completion of equivalent to full-time annual hours worked (2080 regular hours).
- 36:07** Part-time employees shall be granted Bereavement Leave in accordance with Article 17.
- 36:08** A part-time employee required to work on a recognized holiday as listed in Article 20 shall be paid at time and one-half (1 ½ x) her basic rate of pay for all hours worked on the holiday.
- 36:09** **Part-time employees working a shift of less than eight (8) hours in duration:**
- (a) **Must work a minimum of five (5) hours in order to qualify for a half hour unpaid lunch period.**
  - (b) **A paid rest period of fifteen (15) minutes shall occur during each continuous period of more than three (3) hours.**

**Article 37 Term Positions**

- 37:01** (a) A term position shall be for a specific time period or until completion of a particular project 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. Term positions of less than 3 months, may be implemented subject to the agreement of the Union.
- (b) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period, as defined in 1:01(c), in the new position.
- 37:02** When the Employer determines that a term position, as described above, exists the position shall be posted and filled in accordance with Article 33. Upon completion of the original term position, the employee(s) shall be returned to their former position(s).
- 37:03** For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours notice of return of the incumbent to her position.
- The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from the leave provides the Employer, as referenced above.
- 37:04** An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit. Once an employee leaves a term position, they have no rights to subsequently return to that same term position.

**37:05** In case an employee on maternity leave or parental leave wants to exercise her right to return from such a leave earlier than anticipated, having given appropriate notice, 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 a minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions resulting from the filling of such a term will be posted in the same manner.

### **Article 38 Term Employees**

**38:01** A term employee is one who is newly hired for a specific time period or until completion of a particular project for 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. Term positions of less than 3 months, may be implemented subject to the agreement of the Union.

**38:02** No employee shall be laid off or re-employed for the purpose of extending the period of term employment.

**38:03** Should a term employee become permanent without a break in service, her service will be connected for seniority purposes.

**38:04** A term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record at the Main Street Project. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the term employee’s hiring.

**38:05** A term employee shall not be eligible for transfer during her probationary period.

**38:06** If a term employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position.

**38:07** A term employee shall have no seniority rights in matters of demotion, layoff and recall.

### **Article 39 Overpayment**

**39:01** The Employer shall 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 **or payroll error** made for a period of time that does not extend further back than 12 months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in a 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 **and/or payroll error** was made unless otherwise agreed between the Employer, employee and the Union.

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

**Article 40 Civil Liability Indemnification**

- 40:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, except in instances of gross negligence then:
- (a)** The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the employer of any such notification or legal process.
  - (b)** The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
  - (c)** The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided in every case the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee.
- 40:02** Upon the employee notifying the Employer in accordance with Article 40:01 above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer, or the Employer's insurance provider shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

**Article 41 Time Off Requests**

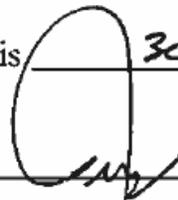
**41:01** An employee seeking time off, accumulated as per Articles 20:02, 20:03 or 22:04, fourteen (14) or more days in advance of the date(s) off requested, shall submit her request to the Employer electronically or in writing as directed by the Employer. The Employer shall respond, with its disposition of the request, electronically or in writing to the employee, within seven (7) days of receipt of such request. All other time off requests of less than fourteen (14) days' notice shall be determined by the Employer and communicated to the employee as expeditiously as reasonably possible. Time off requests are subject to operational considerations and shall not be unreasonably denied.

**Article 42 Leave of Absence**

**42:01** Except in emergencies, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Employer at least thirty(30) calendar days in advance. The Employer shall notify the employee of the decision in writing without undue delay. Such requests shall be considered on their individual merits including the operational needs of the department, and shall not be unreasonably denied.

IN WITNESS WHEREOF a representative of The Main Street Project Incorporated has hereunto set their hand for, and on behalf of The Main Street Project Incorporated, and a representative of Manitoba Government and General Employees' Union has hereunto set his hand for, and on behalf of Manitoba Government and General Employees' Union.

Signed this 30 day of January, 2018.

  
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On behalf of The Main Street Project Incorporated

  
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On behalf of Manitoba Government and General Employees' Union

  
\_\_\_\_\_

On behalf of The Main Street Project Inc.

  
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On behalf of Manitoba Government and General Employees' Union

**Memorandum of Understanding**

between

**The Main Street Project Incorporated**

and

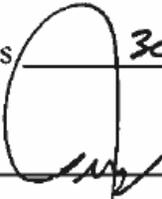
**Manitoba Government and General Employees' Union**

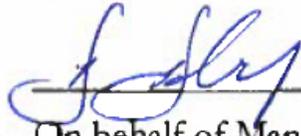
**Re: Use of Volunteers**

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The Employer agrees that prior to any member of the bargaining unit being involuntarily reduced in hours and the services the member(s) provided being recovered through the use of volunteers, they will meet with the Union to discuss potential options that may be available to maintain the hours of work for the affected employee(s).

Signed this 30 day of January, 2018.

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding**

**between**

**The Main Street Project Incorporated**

**and**

**Manitoba Government and General Employees' Union**

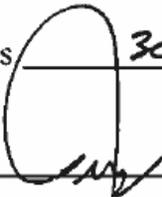
**Re: Emergency Disaster and Fire Plans**

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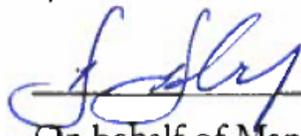
- (a) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union.**
- (b) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union and/or by means of the grievance procedure if necessary, except that the provisions of Article 22 shall apply to overtime hours worked.**
- (c) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 22.**

**This Memorandum of Agreement will not supersede any other multi-union/multi-employer agreements relating to emergency or disaster response.**

Signed this 30 day of January, 2018.

  
\_\_\_\_\_

On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_

On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_

On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_

On behalf of Manitoba Government  
and General Employees' Union

Memorandum of Understanding

between

The Main Street Project Incorporated

and

Manitoba Government and General Employees' Union

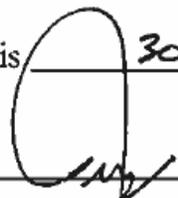
Re: Nurses

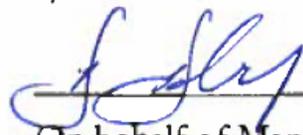
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Subject to available funding and/or legislation, LPN classifications will have a “me-too” to the LPN Classification in the WRHA MNU agreement and will have current wages adjusted in accordance with the percentages and effective dates in the central table MNU agreements.

Subject to available funding, RN classifications will have a “me-too” to the Nurse 2 Classification in the WRHA MNU agreement and will have current wages adjusted in accordance with the percentages and effective dates in the central table MNU agreements.

Signed this 30 day of January, 2018.

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

## Memorandum of Understanding

between

The Main Street Project Incorporated

and

Manitoba Government and General Employees' Union

**Re: 12 Hour Shifts - .6 EFT Weekend Shift Supervisor**

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Effective May 30, 2017, the parties agree to vary the terms and conditions of the Collective Agreement. The parties agree that the terms and conditions apply only to the .6 EFT shift supervisors whose assigned regular shifts are exclusively weekends (Saturday and Sunday).

The Employer acknowledges it must seek consent/agreement of the Union prior to seeking similar extension of shift duration for any other employees in classifications or positions not specified herein.

The Union agrees that these employees as specified above shall work a regular shift of twelve (12) hours in duration and be compensated at straight time for those twelve (12) hour shifts.

The purpose of this Memorandum is to provide a standardized benefit administration for non-standard shifts, and provide a permanent and stable shift pattern for the applicable employees.

Any terms and conditions of the current Collective Agreement not specifically referenced in this Memorandum of Agreement shall continue to apply to employees working the twelve (12) hour shift schedules.

### Hours of Work

The regular workday shall consist of twelve (12) hours including a paid forty-five (45) minute meal period and two paid twenty (20) minute rest periods.

The .6 EFT will be comprised of two (2) twelve (12) hour shifts:

- a) Saturday dayshift: commencing at 7:00 a.m. to 7:00 p.m.  
Sunday dayshift: commencing at 7:00 a.m. to 7:00 p.m.

- b) **Saturday nightshift: commencing at 7:00 p.m. and ending Sunday at 7:00 a.m.**

**Sunday nightshift: commencing at 7:00 p.m. and ending Monday at 7:00 a.m.**

### Overtime

Daily overtime shall be paid after the normal scheduled daily hours (e.g. twelve (12) hour shifts are overtime after twelve (12) hours; eight (8) hour shifts are overtime after eight (8) hours). An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1.5x) for all overtime worked. Otherwise all other provisions of Article 22 apply.

### Leaves

It is understood that wherever one (1) day is mentioned in the Collective Agreement, it shall be equivalent to one twelve (12) hour shift or one eight (8) hour shift, whichever was scheduled on the day the leave is to be taken.

### Sick Leave

Sick leave shall be converted to hours in accordance with the following:

1. For the purposes of sick leave accrual one (1) complete month of service is 174 paid hours (40 x 52/12).
2. One and one-quarter (1 1/4) working days per complete month of service (15 days) x 8 = 120 hours.

Where an employee is absent due to illness, sick leave credits shall be reduced by the number of scheduled hours the employee was absent.

### Vacation Leave

1. Vacation leave shall be converted to hours in accordance with the following:
  - a) One and one-quarter (1 1/4) working days per complete month of service (15 days) x 8 = 120 hours.

- b) One and two-thirds (1 2/3) working days per complete month of service (20 days) x 8 = 160 hours.
  - c) Two and one-twelfth (2 1/12) working days per complete month of service (25 days) x 8 = 200 hours.
  - d) Two and one-half (2 1/2) working days per complete month of service (30 days) x 8 = 240 hours.
- 2.
- a) For the purposes of vacation accrual one (1) complete month of service is 173.3 paid hours (40 x 52/12).
  - b) An employee shall have their vacation entitlement reduced by the total number of hours that they would have been scheduled to work while on vacation.

Holidays

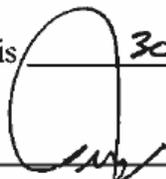
As per Article 20 and 36:04 of the Collective Agreement.

Shift and Weekend Premiums

All hours worked as per the aforementioned Saturday and Sunday dayshift and nightshift shall be considered as eligible for weekend premium as described in Article 32 (\$1.35 per hour).

Employees who work Saturday and Sunday night shifts subject to this Memorandum shall receive an additional late shift premium of \$18.00 per shift if they complete the entire shift.

Signed this 30 day of November, 2018.

  
 \_\_\_\_\_  
 On behalf of The Main Street  
 Project Incorporated

  
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 On behalf of Manitoba Government  
 and General Employees' Union

  
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 On behalf of The Main Street  
 Project Inc.

  
 \_\_\_\_\_  
 On behalf of Manitoba Government  
 and General Employees' Union

**Memorandum of Understanding**

between

**The Main Street Project Incorporated**

and

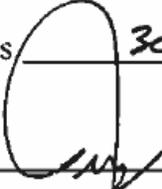
**Manitoba Government and General Employees' Union**

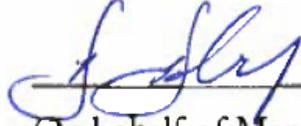
**Re: Staff Volunteers**

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The parties recognize the importance and necessity of volunteer work performed at MSP. Staff of the MSP can volunteer to work on his/her own time. The parties agree that staff who choose to volunteer will do so on his/her own volition. When staff volunteer, such work will not be considered paid time or accrue benefits. Such work will not violate the terms and conditions of the Collective Agreement.

Signed this 30 day of January, 2018.

  
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On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
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On behalf of The Main Street  
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On behalf of Manitoba Government  
and General Employees' Union

Memorandum of Understanding

between

The Main Street Project Incorporated

and

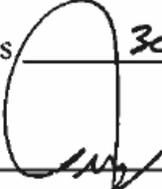
Manitoba Government and General Employees' Union

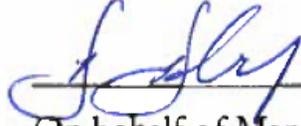
Re: Outreach Van

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The parties recognize the value and use of the outreach van. Given the financial constraints that MSP works within, the assignment of hours for the outreach van will fluctuate. The parties will agree to assign staff to only those who will not be in receipt of double overtime in order to maximize the time the van can be utilized. This agreement applies only and exclusively to the outreach van, and is entirely without precedent and prejudice. The Employer shall not seek similar application in any other work area without the expressed written consent of the Union.

Signed this 30 day of January, 2018.

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding**

between

**The Main Street Project Incorporated**

and

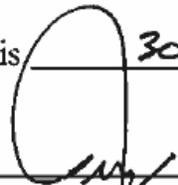
**Manitoba Government and General Employees' Union**

**Re: Wellness**

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Upon ratification of this Agreement the parties will meet to discuss initiatives and incentives to improve overall employee health and reduce usage of sick leave. Any initiatives mutually agreed to by the parties shall be implemented for the duration of this Collective Agreement. The Labour Management Committee shall be utilized for the purpose of undertaking such discussions.

Signed this 30 day of January, 2018.

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding**

between

**The Main Street Project Incorporated**

and

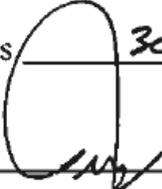
**Manitoba Government and General Employees' Union**

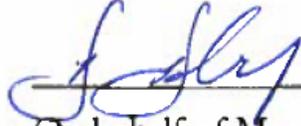
**Re: Benefit Plan**

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The parties will meet within ninety (90) days of signing of this Collective Agreement to explore shared cost opportunities in order to enhance benefits to better support employee needs.

Signed this 30 day of January, 2018.

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Incorporated

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On behalf of The Main Street  
Project Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

## Appendix "A" - Pay Plans

Effective April 1, 2016 - All rates include a 0% increase

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Support Worker (Integrated/addictions/residential)</b>	Hourly	18.141	18.684	19.244	19.822	20.416	
Activity Worker	Monthly	3,144.44	3,238.56	3,335.63	3,435.81	3,538.77	
Tenant Support Worker	Annual	37,733.28	38,862.72	40,027.52	41,229.76	42,465.28	
<u>(Green circled Employees ONLY)</u>	Hourly						21.030
<b>Support Worker (Integrated/Addictions/Residential)</b>	Monthly						3,645.20
	Annual						43,742.40
<u>(Green circled Employees ONLY)</u>	Hourly				20.828	21.453	22.097
Mainstay Coordinator	Monthly				3,610.19	3,718.52	3,830.15
	Annual				43,322.24	44,622.24	45,961.76
Homeless Outreach Team Mentor	Hourly	20.308	20.917	21.544	22.190	22.856	
Case Manager (TT)	Monthly	3,520.05	3,625.61	3,734.29	3,846.27	3,961.71	
Intake Worker	Annual	42,240.64	43,507.36	44,811.52	46,155.20	47,540.48	
<u>(Green circled Employees ONLY)</u>	Hourly						23.541
Gap Worker	Monthly						4,080.44
	Annual						48,965.28
<b>Food Service Cook</b>	Hourly	16.302	16.790	17.294	17.814	18.348	
<b>Maintenance Worker</b>	Monthly	2,825.68	2,910.27	2,997.63	3,087.76	3,180.32	
	Annual	33,908.16	34,923.20	35,971.52	37,053.12	38,163.84	
<u>(Green circled Employees ONLY)</u>	Hourly						18.898
Cook	Monthly						3,275.65
	Annual						39,307.84

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Occupational Therapist	Hourly	28.146	29.012	29.909	30.838		
	Monthly	4,878.64	5,028.75	5,184.23	5,345.25		
	Annual	58,543.68	60,344.96	62,210.72	64,143.04		
<b>Case Worker</b> <b>Addictions Counselor</b>	Hourly	23.520	24.550	25.000			
	Monthly	4,076.72	4,255.25	4,333.25			
	Annual	48,920.66	51,063.02	51,999.00			
<b>Shift Supervisor</b>	Hourly	22.980	23.669	24.379	25.110		
	Monthly	3,983.12	4,102.55	4,225.61	4,352.32		
	Annual	47,797.48	49,230.57	50,707.34	52,227.80		

**Effective October 1, 2016 - All rates include a 2% increase as of April 1, 2016 and a 1% market adjustment as of October 1, 2016**

		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	20 Year
Licensed Practical Nurse	Hourly	27.304	28.198	29.080	30.152	31.134	32.232	33.380		34.047
	Monthly	4,732.69	4,887.65	5,040.53	5,226.35	5,396.56	5,586.88	5,785.87		5,901.48
	Annual	56,792.32	58,651.84	60,486.40	62,716.16	64,758.72	67,042.56	69,430.40		70,817.76
Nurse II	Hourly	35.669	36.914	38.163	39.464	40.736	42.056			42.897
	Monthly	6,182.63	6,398.43	6,614.92	6,840.43	7,060.91	7,289.71			7,435.48
	Annual	74,191.52	76,781.12	79,379.04	82,085.12	84,730.88	87,476.48			89,225.76
<b>Community Nurse Advocate</b>	Hourly	37.025	38.274	39.577	40.849	42.030	43.317	44.646		45.539
	Monthly	6,417.67	6,634.16	6,860.01	7,080.49	7,285.20	7,508.28	7,738.64		7,893.43
	Annual	77,012.00	79,609.92	82,320.16	84,965.92	87,422.40	90,099.36	92,863.68		94,721.12

## Effective April 1, 2017 - All rates include a 0% increase

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Support Worker (Integrated/addictions/residential)</b>	Hourly	18.141	18.684	19.244	19.822	20.416	
Activity Worker	Monthly	3,144.44	3,238.56	3,335.63	3,435.81	3,538.77	
Tenant Support Worker	Annual	37,733.28	38,862.72	40,027.52	41,229.76	42,465.28	
<u>(Green circled Employees ONLY)</u>	Hourly						21.030
<b>Support Worker (Integrated/Addictions/Residential)</b>	Monthly						3,645.20
	Annual						43,742.40
<u>(Green circled Employees ONLY)</u>	Hourly				20.828	21.453	22.097
Mainstay Coordinator	Monthly				3,610.19	3,718.52	3,830.15
	Annual				43,322.24	44,622.24	45,961.76
Homeless Outreach Team Mentor	Hourly	20.308	20.917	21.544	22.190	22.856	
Case Manager (TT)	Monthly	3,520.05	3,625.61	3,734.29	3,846.27	3,961.71	
Intake Worker	Annual	42,240.64	43,507.36	44,811.52	46,155.20	47,540.48	
<u>(Green circled Employees ONLY)</u>	Hourly						23.541
Gap Worker	Monthly						4,080.44
	Annual						48,965.28
<b>Food Service Cook</b>	Hourly	16.302	16.790	17.294	17.814	18.348	
<b>Maintenance Worker</b>	Monthly	2,825.68	2,910.27	2,997.63	3,087.76	3,180.32	
	Annual	33,908.16	34,923.20	35,971.52	37,053.12	38,163.84	
<u>(Green circled Employees ONLY)</u>	Hourly						18.898
Cook	Monthly						3,275.65
	Annual						39,307.84

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Occupational Therapist	Hourly	28.146	29.012	29.909	30.838		
	Monthly	4,878.64	5,028.75	5,184.23	5,345.25		
	Annual	58,543.68	60,344.96	62,210.72	64,143.04		
<b>Case Worker</b> <b>Addictions Counselor</b>	Hourly	23.520	24.550	25.000			
	Monthly	4,076.72	4,255.25	4,333.25			
	Annual	48,920.66	51,063.02	51,999.00			
<b>Shift Supervisor</b>	Hourly	22.980	23.669	24.379	25.110		
	Monthly	3,983.12	4,102.55	4,225.61	4,352.32		
	Annual	47,797.48	49,230.57	50,707.34	52,227.80		

**Effective April 1, 2017 - All rates include a 0% increase**

		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	20 Year
Licensed Practical Nurse	Hourly	27.304	28.198	29.080	30.152	31.134	32.232	33.380		34.047
	Monthly	4,732.69	4,887.65	5,040.53	5,226.35	5,396.56	5,586.88	5,785.87		5,901.48
	Annual	56,792.32	58,651.84	60,486.40	62,716.16	64,758.72	67,042.56	69,430.40		70,817.76
Nurse II	Hourly	35.669	36.914	38.163	39.464	40.736	42.056			42.897
	Monthly	6,182.63	6,398.43	6,614.92	6,840.43	7,060.91	7,289.71			7,435.48
	Annual	74,191.52	76,781.12	79,379.04	82,085.12	84,730.88	87,476.48			89,225.76
<b>Community Nurse Advocate</b>	Hourly	37.025	38.274	39.577	40.849	42.030	43.317	44.646		45.539
	Monthly	6,417.67	6,634.16	6,860.01	7,080.49	7,285.20	7,508.28	7,738.64		7,893.43
	Annual	77,012.00	79,609.92	82,320.16	84,965.92	87,422.40	90,099.36	92,863.68		94,721.12

## Effective April 1, 2018 - All rates include a 2.00% increase

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Support Worker (Integrated/addictions/residential)</b>	Hourly	18.504	19.058	19.629	20.218	20.824	
Activity Worker	Monthly	3,207.30	3,303.32	3,402.29	3,504.39	3,609.42	
Tenant Support Worker	Annual	38,487.60	39,639.84	40,827.48	42,052.68	43,313.04	
<u>(Green circled Employees ONLY)</u>	Hourly						21.451
<b>Support Worker (Integrated/Addictions/Residential)</b>	Monthly						3,718.10
	Annual						44,617.20
<u>(Green circled Employees ONLY)</u>	Hourly				21.245	21.882	22.539
Mainstay Coordinator	Monthly				3,682.40	3,792.81	3,906.68
	Annual				44,188.80	45,513.72	46,880.16
Homeless Outreach Team Mentor	Hourly	20.714	21.335	21.975	22.634	23.313	
Case Manager (TT)	Monthly	3,590.36	3,698.00	3,808.93	3,923.15	4,040.84	
Intake Worker	Annual	43,084.32	44,376.00	45,707.16	47,077.80	48,490.08	
<u>(Green circled Employees ONLY)</u>	Hourly						24.012
Gap Worker	Monthly						4,162.00
	Annual						49,944.00
<b>Food Service Cook</b>	Hourly	16.628	17.126	17.640	18.170	18.715	
<b>Maintenance Worker</b>	Monthly	2,882.13	2,968.45	3,057.54	3,149.41	3,243.87	
	Annual	34,585.56	35,621.40	36,690.48	37,792.92	38,926.44	
<u>(Green circled Employees ONLY)</u>	Hourly						19.276
Cook	Monthly						3,341.11
	Annual						40,093.32

		Start	Step 2	Step 3	Step 4	Step 5	Step 6
Occupational Therapist	Hourly	28.709	29.592	30.507	31.455		
	Monthly	4,976.13	5,129.18	5,287.78	5,452.10		
	Annual	59,713.56	61,550.16	63,453.36	65,425.20		
<b>Case Worker Addictions Counselor</b>	Hourly	23.990	25.041	25.500			
	Monthly	4,158.19	4,340.36	4,419.92			
	Annual	49,898.28	52,084.32	53,039.04			
<b>Shift Supervisor</b>	Hourly	23.440	24.142	24.867	25.612		
	Monthly	4,062.86	4,184.53	4,310.20	4,439.33		
	Annual	48,754.32	50,214.36	51,722.40	53,271.96		

**Effective April 1, 2018 - All rates include a 0% increase**

		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	20 Year
Licensed Practical Nurse	Hourly	27.304	28.198	29.080	30.152	31.134	32.232	33.380		34.047
	Monthly	4,732.69	4,887.65	5,040.53	5,226.35	5,396.56	5,586.88	5,785.87		5,901.48
	Annual	56,792.32	58,651.84	60,486.40	62,716.16	64,758.72	67,042.56	69,430.40		70,817.76
Nurse II	Hourly	35.669	36.914	38.163	39.464	40.736	42.056			42.897
	Monthly	6,182.63	6,398.43	6,614.92	6,840.43	7,060.91	7,289.71			7,435.48
	Annual	74,191.52	76,781.12	79,379.04	82,085.12	84,730.88	87,476.48			89,225.76
<b>Community Nurse Advocate</b>	Hourly	37.025	38.274	39.577	40.849	42.030	43.317	44.646		45.539
	Monthly	6,417.67	6,634.16	6,860.01	7,080.49	7,285.20	7,508.28	7,738.64		7,893.43
	Annual	77,012.00	79,609.92	82,320.16	84,965.92	87,422.40	90,099.36	92,863.68		94,721.12

## Appendix “B”

### Application of the Collective Agreement to Relief Workers

It is agreed that the terms and condition of the Collective Agreement between the parties shall not apply to relief workers except as hereinafter provided for:

1. A Relief Worker means a person called occasionally by the Employer to supplement regular staff coverage or to replace an absent employee and are not guaranteed any specific number of hours of work.
2. A Relief Worker shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in a biweekly period.
3. A Relief Worker shall be paid as per the relief worker classification in accordance with Appendix “A” until March 31, 2010. The Relief Worker will move to Step 2 of the Relief Worker scale on completion of 1040 hours of work.

Effective April 1, 2010, all Relief Workers will move to the start rate of the Crisis Worker scale. From that date forward only, the Relief Worker shall be entitled to receive increments on the Crisis Worker scale on the same basis as a part-time employee in accordance with Article 35:06. Such increment shall be applied on the first day of the first pay period upon becoming eligible for an increment.

4. A Relief Worker shall be entitled to shift and weekend premiums as outlined in Article 31:01
5. A Relief Worker required to work on a Recognized Holiday, as specified in Article 20:01, shall be paid at the rate of time and one-half (1½ x) their basic rate of pay.
6. A Relief Worker shall be entitled to pay for a Recognized Holiday specified in Article 20:01 and will be paid four point six two percent (4.62%) of their basic pay in lieu of paid time off on a Recognized Holiday. Such holiday pay shall be calculated on all paid hours (excluding overtime) and shall be included in each regular biweekly pay.
7. A Relief Worker shall be entitled to compensation for overtime worked at the rate of one and one half times (1 ½ x) for hours worked in excess of a scheduled eight (8) hour shift, or in excess of forty (40) hours in a week.
8. The Employer agrees to deduct and remit Union dues from Relief Workers and remit the dues in accordance with Article 4:01. In the event that no wage

payment is made during any biweekly period, the Employer shall have no responsibility to deduct and remit dues for that period.

9. A Relief Worker is not guaranteed any specific number of hours of work. The provision of Article 21:01 respecting meal periods and rest periods shall apply to relief workers.
10. A Relief Worker reporting for work as requested by the Employer and finding no work available shall be paid three (3) hours pay at their basic rate of pay.
11. Article 7 - Grievance Procedure and Arbitration Procedure of the Collective Agreement shall apply to Relief Workers only in respect to matters specifically referenced in this Appendix and matters involving discipline and discharge.
12. A Relief Worker shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
13. A Relief Worker shall not accrue seniority.
14. Article 34 - Coverage for Incidental Costs shall apply to Relief Workers.
15. Article 26 – Acting Status, Relief Workers are not eligible to be assigned Acting Status.