

Collective Agreement

between

St.Amant Inc.
(Physical Plant)

and

Manitoba Government and General Employees' Union
Local 93

April 1, 2019 to March 31, 2024

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*All changes appear in **bold**.

This Agreement made this 22nd day of April, 2024

between

St Amant Inc.

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part.

Preamble

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, and further that the Union recognizes that the Employer is an organization whose first consideration is to the welfare of the **people supported**.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement;

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

Article 1 Scope of Recognition

1:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the

Manitoba Labour Board under Certificate No. MLB 5781, or as may be granted voluntary recognition by the Employer and identified in the Schedule A.

- 1:02** Employees whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for experimentation, installation of new equipment, instruction, or for resolving emergencies.

Article 2 Management Rights

- 2:01** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality of person supported care; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

Article 3 Definitions

- 3:01** An "Employee" is a person employed by the Employer and covered by this Agreement.
- 3:02** A "Full-time" employee is one who regularly works the hours specified in Article 12.
- 3:03** A "Part-time" employee is one who regularly works less than full-time hours, as per Article 12:01, on a regular and reoccurring basis.
- 3:04** A "Term Position" shall be for a specific time period or until completion of a particular project within a specific area and a maximum duration of **eighty (80)**

weeks. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 9 and filled in accordance with Article 8. All part-time employees may apply for the term position. Any additional hours occurring as a result of the filling of the last position posted, shall be offered to part-time employees in accordance with Article 21:11. Upon completion of the original term position, the employees shall be returned to their former positions.

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 current incumbent to his position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above. Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Articles 21:11 and 13:05 shall apply, wherever possible. An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

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

3:05 All new employees shall be on probation for **six (6)** calendar months with provision for an extension of the probationary period for another three (3) months. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first **four (4)** calendar months and discussed with the affected employee.

- 3:06** The words “Casual Employee” shall mean either full-time or part-time employees temporarily employed to replace absent, sick or vacationing employees, or **one called in occasionally to supplement staff coverage.**
- (a) Casual employees shall be paid for their initial orientation shifts which they attended as follows:
- (i) Subject to (ii) below, casual employees shall receive payment for two (2) orientation shifts following the completion of every two (2) shifts worked.
- (ii) Should the above-noted casual employee obtain a permanent full-time or part-time position, **they** shall be paid **their** outstanding orientation pay at regular rates on **their** first pay deposit subsequent to commencing the said position.
- (iii) A casual employee not offered a sufficient number of shifts to satisfy (i) within four (4) weeks following the conclusion of the orientation period shall be paid for all outstanding orientation time.
- (b) A casual employee shall be paid five percent (5%) of their total wages in the four (4) week period immediately before the holiday. Overtime is not included in this calculation.
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate of two times (2x) their basic rate of pay.**
- 3:07** The term “Employer” shall mean St. Amant.
- 3:08** The word “Union” shall mean the Manitoba Government and General Employees’ Union.
- 3:09** The word “Promotion” shall mean a change from one classification to another classification with a higher maximum rate of pay.
- 3:10** The word “Demotion” shall mean a change from one classification to another classification with a lower maximum rate of pay.

- 3:11** The word “Transfer” shall mean a change by an employee from one classification to another classification with the same pay rate in Schedule A.
- 3:12** “Length of Employment” shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and preretirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

Article 4 Union Security and Dues Check-off

- 4:01** The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer’s present payroll system.
- 4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.
- The Employer shall also provide to the Union the home address of all employees at the time of the dues remission except where the employee provides written direction to the Employer not to provide their address to a third party.
- 4:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance prior to the effective date of such change.

- 4:04** In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4:05** The Employer shall include the amount of union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 4:06** All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire. The above provision shall not apply to employees who have taken the vow of poverty.

The MGEU Physical Plant Local shall be granted up to fifteen (15) minutes during the general orientation program to acquaint the employees with the Union and distribute a copy of the Collective Agreement and membership applications to new employees falling within the scope of the Collective Agreement. The Employer has the right to be present during this time period.

Article 5 Technological Change

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

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.

(c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

5:03 (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the Employer for individuals possessing such skills. A reasonable training period (not to exceed twelve [12] months) will be provided by the Employer. During the above training periods the employees shall be paid at their current rate of pay.

(b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most seniority.

Article 6 Grievance Procedure

6:01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement. **It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.**

6:02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however nothing in this Agreement shall preclude the Employer

and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

- 6:03** Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of two (2) employees, or more employees so engaged if mutually agreed upon. Such permission shall not be unreasonably withheld.
- 6:04** **Discussion Stage**
Within ten (10) calendar days of the occurrence of the grievance, the **Union** shall attempt to resolve the dispute with **Human Resources**.
- 6:05** **Step 1**
If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the **Senior Manager** or designate.
- 6:06** **Step 2**
Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:05, the Union may within the ensuing ten (10) calendar days, submit the grievance in writing to the **Program Director**.
- 6:07** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.
- 6:08** An employee may choose to be accompanied by a Union Representative at any stage of the grievance procedure.
- 6:09** Policy grievances and grievances filed as a result of a dismissal, suspension, or demotion shall be initiated at Step 2.

Article 7 Arbitration Procedure

- 7:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 7:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) days.
- 7:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 7:03** The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- 7:04** In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 7:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 7:06** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- 7:08** **Clarification on Decision**
Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

7:09 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the Nominee it appoints.
- (b) One-half of the fees and expenses of the Chairperson or Sole Arbitrator.

7:10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

7:11 The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

Article 8 Seniority

8:01 An employee's seniority shall consist of the following:

- (a) "Seniority" shall mean the total of all hours paid at the employee's regular rate of pay from the time the employee last entered the service of the Employer in the Physical Plant Local to the last time **their** name appears on the payroll.

8:02 In order to be eligible for a vacant position, an employee 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 (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.

8:03 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) Paid leave of absence;
- (b) Paid income protection;
- (c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave;

(d) Workers Compensation up to two (2) years in that appropriate time period.

8:04 Seniority will terminate if an employee:

- (a) Resigns;
- (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off and fails to report for duty as instructed as per Article 10:06;
- (d) Is laid off for more than twenty-four (24) months;
- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;
- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;
- (g) Is absent for two (2) consecutive work days and does not provide the Employer with an acceptable explanation.

8:05 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;
- (e) Is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or Disability and Rehabilitation benefits for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;

- (g) Is assigned to temporarily relieve or replace an absent employee in an out of scope position.

8:06 Seniority will be retained but will not accrue if an employee:

- (a) Is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by WCB, MPI or D&R for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twenty-four (24) months;
- (d) Is on the trial period of an out-of-scope position;
- (e) Is in a term in an out of scope position;
- (f) **Is on parenting leave or maternity leave.**

8:07 A seniority roster of all employees indicating the total **seniority** hours since the date of entry into the service of the Employer, **within the bargaining unit**, shall be prepared by the Employer at an effective date of December 31st of each year. This roster will be posted on the **St.Amant Intranet** no later than February 28th of each year. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

Article 9 Vacancies, Promotions and Transfers

9:01 In order to be eligible for a vacant position, an employee 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 (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.

- 9:02** (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least seventy-two (72) hours. Such postings shall state required qualifications, current location and shift, hours of work and wage rate. The Union shall, upon request, be informed in writing of the names and seniority of the applicants.
- (b) In the event that an employee's days off extend beyond the seventy-two (72) hours as specified in (a) above, **they** shall have the right to submit **their** application for a posted position on the first day of **their** return to work but applications shall be considered at the discretion of the Employer if submitted later than ninety-six (96) hours following the posting.
- (c) An employee on **leave of absence, income protection, or** vacation when a vacancy occurs shall be considered for the promotion or transfer, provided **they have** submitted **their** application.
- (d) When more than one (1) vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should **they** be awarded any of the positions for which **they** applied, **they** shall not have the right to file a grievance with respect to other positions for which **they** applied and expressed lower preference.
- 9:03** As per the posting provisions contained in Article 9:01, within **ten (10)** working days the Employer will select the person for the position, **providing there are qualified applicants as per Article 9:02. The Employer will provide the name of the successful applicant to the Union upon request.**
- 9:04** (a) All promotions and voluntary transfers are subject to a three (3) month trial period and a minimum of one hundred and fifty (150) worked hours, and if the Employer finds the employee to be unsatisfactory in **their** new position during this trial period, **they** shall be returned to **their** former position without loss of seniority, as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. The trial period may be extended by an equal amount of time.

(b) Conditional upon satisfactory performance, **they** shall be declared permanent after the trial period.

9:05 When an employee is promoted, **their** new and future salary will be determined as follows:

(a) The new salary will be the rate of **their** new job title which is next higher to **their** rate on **their** former job title. Additional credit will be given for hours previously worked in the new position as a full-time, part-time or term employee.

(b) Subject to Article 18:03, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours worked, as per Article 12.

9:06 Where an employee is demoted from a position in a higher classification to a position in a lower classification, **they** shall be placed on the same increment step of the lower classified position as that **they** attained in the higher classified position.

9:07 Employees with less than six (6) months service in a given position will be eligible for promotion or transfer solely at the discretion of the Employer. This will not prevent non-probationary employees from being eligible for vacancies with a higher rate of pay or with a greater number of hours.

Article 10 Layoff and Recall

10:01 In the event of a layoff, employees shall receive four (4) weeks' notice or pay in lieu of such notice. Written notice shall be given **and may include confirmed email**, to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.

10:02 In the event of a reduction in the work force, employees will be laid off in reverse order of seniority within their occupational classifications. When reducing staff, senior employees may exercise their seniority to displace **the most junior employee in their equivalent classification and FTE** provided the employee

has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

- 10:03** No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per Article 8:02 of the Collective Agreement.
- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower EFT status and equal or lower paid occupational classifications provided they are qualified to perform the required work.
- 10:05** To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to **their** recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer. When recalling a laid off employee, the Employer will take into consideration the two (2) week notice period required by the Employment Standards Code.
- 10:07** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 10:06.
 - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
 - (c) A twenty-four (24) month period has elapsed since the date of layoff, as per Article 8:04(d).

10:08 Notwithstanding Article 21:11, providing the employee has indicated to the Employer a desire to work additional available shifts in writing, such shifts shall be offered to an employee on layoff, before part-time and casual employees, provided **they** possess the qualifications, basic training and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available shifts accepted by the employee on layoff cannot exceed the employee's EFT prior to layoff. Such available shifts shall be distributed on a seniority basis.

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

- (a) Vacation pay shall be calculated in accordance with Article 21:04 and shall be paid at the prevailing rate for the employee on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay.
- (b) Income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$
- (c) The employee shall be paid **five** percent (**5%**) of the basic rate of pay in lieu of time off on recognized general holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit.
- (d) Participation in benefit plans is subject to the provisions of each plan.
- (e) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

Article 11 Leave of Absence

11:01 Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the

employee's supervisor at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

11:02 Parenting Leave

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

(a) Maternity

A **pregnant** employee shall receive Maternity Leave of seventeen (17) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) 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.
- (iii) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.
- (iv) 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.
- (v) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be set out in Article 16:02(b).

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect **their** paid hours of

work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 16:02(b).

(b) Plan B

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

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

of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) **They** will return to work on the date of the expiry of **their** maternity leave and where applicable, **their** parental leave, unless this date is modified by the Employer; and
 - (c) Should **they** fail to return to work as provided under (a) and/or (b) above, **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during **their** entire period of maternity leave.
- (3) An employee who qualifies is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 11:02(b)(1)(c),
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 11:02(b)(1)(c).
 - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (4) **Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to The Employment Insurance Act, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.**

Following receipt of the above proof, the Employer shall provide the employee a maternity leave allowance with the Supplemental

Unemployment Benefit (SUB) Plan up to a maximum of seventeen (17) weeks broken down as follows:

- (a) For the **first (1st) week** an employee shall receive ninety-three percent (93%) of **their** weekly rate of pay;
 - (b) For up to a maximum of **sixteen (16)** additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) All other time as may be provided under this article shall be on a leave without pay basis.
- (5) An employee may end **their** Maternity Leave earlier than the date specified by giving **their** Employer written notice at least two weeks or one pay period, whichever is longer, before the date **they** wish to end the leave.
 - (6) Plan B does not apply to temporary employees.
 - (7) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

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

(c) Parental Leave - Paternity

An employee shall receive parental leave without pay, subject to the following conditions:

- (i) **In order to qualify for Parental Leave, an employee must be the natural parent of a child or must assume actual care and custody of their newborn child (Paternity Leave) or are one of the parents who adopt a child under the law of the province (Adoption Leave).**

- (ii) An employee who qualified for Parental Leave, except in the case of Adoption Leave specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) An employee who qualifies in accordance with (i), (ii) and (iii) above must have completed six (6) months of continuous employment with the Employer to be entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

- (v) 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.
- (vi) An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee wants to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in their former classification and shift schedule at the same increment step.

11:03 Non-birthing parents shall be entitled to take two (2) regularly scheduled days off with pay within thirty (30) days, after the birth or adoption of their child.

11:04 Bereavement Leave

- (a) An employee shall be granted **up to** four (4) regularly scheduled consecutive days leave without loss of pay and benefits, one of which shall be the day of interment or cremation, in the case of the death of a parent, wife, husband, child, brother, sister, **aunt, uncle, cousin**, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother-in-law, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, and any other relative **or foster child** who was residing in the same household at the time of **their** death. **Family members may include significant persons who are not related, but whom the employee considers to be close family.**
- (b) Bereavement leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred fifty (250) kilometres from the **worksite**, or may be granted at the Employer's discretion if the travel required is less than two hundred fifty (250) kilometres.
- (c) The time off referenced in Article 11:04(a) shall not be considered as needed during periods when an employee was not scheduled to be on duty. **If the employee had previously approved vacation scheduled for a day which is approved for bereavement leave, the day will be coded as bereavement leave and the vacation hours will be reverted back to the employee's bank.**

11:05 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per (b) above.

11:06 Compassionate Care Leave

An employee shall be entitled to 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 **ninety (90)** 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, totalling no more than **twenty-eight (28)** weeks, which must end not later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty six (26) weeks from:
 - (i) The day the certificate is issued; or
 - (ii) If the leave was begun before the certificate was issued, the day the leave began; and
 - (2) The family member requires the care or support of one (1) or more family members. The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
 - (1) A spouse or common-law partner of the employee;
 - (2) A child of the employee or a child of the employee's spouse or common-law partner;

- (3) A parent of the employee or spouse or common-law partner of the parent;
 - (4) Any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 8:03(c) and 8:05(d).
- (h) Subject to the provisions of Article 16:02, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 11:04.

11:07 An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during **their** leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least seven (7) days advance notice of request for such leave will be given by the employee or the Union.

11:08 **Workers Compensation Leave**

Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, income

protection and vacation leave shall accumulate as if the employee were not absent, for up to a period of two (2) years.

When an employee is on a return to work program where any portion of their pay is compensated by the Worker's Compensation Board (WCB), the WCB compensated hours shall accumulate vacation leave as if the employee was not absent.

11:09 EI Leaves

In addition to the leaves set forth in this Collective Agreement including Compassionate Care Leave, employees may be eligible for leaves of absences as provided in the Employment Standards Code. Eligibility for such leaves will be determined in accordance with the Employment Standards Code of Manitoba and Regulations.

Such leaves include but are not limited to:

- (a) Interpersonal Violence Leave (formerly Domestic Violence Leave)
- (b) Family Leave
- (c) Long Term Leave for Serious Injury or Illness
- (d) Critical Illness of a Child Leave
- (e) Disappearance or Death of a Child Leave
- (f) Organ Donation Leave
- (g) Jury Duty Leave
- (h) New Citizenship Leave
- (i) Reservist Leave

Article 12 Hours of Work

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

- (a) Seven and three quarters ($7\frac{3}{4}$) hours per day excluding meal periods and including rest periods; and
- (b) Thirty-eight and three-quarters ($38\frac{3}{4}$) hours per week; and
- (c) Seventy-seven and one-half ($77\frac{1}{2}$) hours biweekly.

12:02 The unpaid meal period away from the work station will be scheduled by the Employer and will not be less than one-half ($\frac{1}{2}$) hour as per Article 12:01.

12:03 A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three and one-half ($3\frac{1}{2}$) hour period of work, or unless otherwise mutually agreed to between the Employer and the employee.

12:04 Shift schedules for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of a scheduled period. Except in cases of emergency, shifts within the minimum two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.

12:05 Full-time employees shall be assigned every second weekend off, weekend being defined as Saturday and Sunday. By mutual agreement employees may alternate the weekends on which they are not required to work. Mutual agreement is deemed to include the Manager/Coordinator or designate, and the affected employees.

12:06 For identification purposes, shifts will be named as follows:

- (a) The shift commencing at or about 23:30 hours shall be considered the first shift;
- (b) The shift commencing at or about 07:30 hours shall be considered the second shift;
- (c) The shift commencing at or about 15:30 hours shall be considered the third shift.

- 12:07** 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 Manager/Coordinator or designate and shall not result in overtime costs to the Employer.
- 12:08** Except for training purposes or evaluation where there is just cause, the employee's existing shift may be changed only by mutual agreement between the employee and the Employer.

For the purpose of this Article "Shift" shall mean day, evening or night shift.

Article 13 Overtime

- 13:01** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or biweekly hours of work as specified in Article 12:01. Overtime shall be compensated at **two times (2x)** the basic rate of pay for all overtime hours worked.
- 13:02** All overtime worked on a general holiday shall be paid at two and one half times (2^{1/2}x) the employee's basic rate of pay.
- 13:03** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Any banked overtime not utilized by the end of February will be paid out to the employee in March of that year.
- Overtime may be accumulated to a maximum of seventy-seven and one-half (77^{1/2}) hours (i.e. ten [10] work days), and may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year or will be paid out at the end of the current fiscal year.
- 13:04** When overtime is required, it shall be offered to the most senior qualified volunteer employees, and when there are no volunteer employees, such duty shall be assigned starting with the most junior employee in the area, on duty, that is qualified.

- 13:05** A full-time employee **mandated** to report back to work outside **their** regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of **their** next scheduled shift **they** will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 13:06** Shifts worked when time switches from central standard to daylight saving time and vice-versa shall be paid at straight time rates for actual hours worked.
- 13:07** An employee required to work overtime for a period in excess of two (2) hours immediately following **their** regular hours of work should receive a meal **payment of ten dollars (\$10.00)**.
- 13:08** An employee required by the Employer to attend in service meetings, interdepartmental meetings, or training outside of **their** regular hours shall be paid at straight time rates for time spent in attendance. By mutual agreement, the employee shall be given equivalent time off, or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the hours so scheduled. Failing agreement, payment at straight time rates shall apply.

An employee required to attend such meetings/training outside of their regular hours shall also be paid for mileage to and from **their** principal residence to the location of such meetings/training.

Where an employee is required to attend a meeting for the purposes of discipline or an investigation conducted by St.Amant, the Employer will make every reasonable effort to conduct such meetings during the employee's regular hours of work.

Where such meetings are not possible during the employee's regular hours of work, and subsequently the employee is required to attend such meetings outside of their regular hours of work, those employees shall be paid at their regular rate of pay, or at overtime rates of pay, where applicable, for all hours spent in attendance of such meetings.

Where an employee is required to attend a meeting for the purposes of an investigation conducted by a third party, related to their employment with St.Amant, time spent to attend such meetings will be unpaid.

- 13:09** A full-time employee who works on a scheduled day off shall be paid two times (2x) the employee's basic rate of pay for all hours worked.
- 13:10** **Employees shall receive one (1x) times their basic rate of pay for authorized overtime due to a missed paid rest period.**
- 13:11** **All employees will have the option of having their banked overtime paid out quarterly, by way of a separate payroll deposit at their request.**

Article 14 Standby

- 14:01** An employee who is scheduled to be on standby will arrive at work within one (1) hour of being called back, and will be capable of performing work as required.
- 14:02** Employees required to be on standby shall be paid one (1) hours basic pay for every seven and three-quarters ($7\frac{3}{4}$) hour shift. Standby shall be assigned for a minimum of one (1) shift.
- 14:03** Employees actually called back to work when on standby, shall be paid for actual hours worked in accordance with Article 13:05.
- 14:04** Standby allowance shall not be paid for any time which during which an employee is paid for a call back.
- 14:05** There will be no pyramiding of call backs.
- 14:06** An employee shall not be placed on standby on **their** day(s) off, **except when mutually agreed to by both parties.**
- 14:07** **If standby is required because of the Power Plant (functioning of the new boiler system implemented in 2000), a Maintenance Engineer must be on standby. This will not preclude non-engineers who are on standby from responding to issues related to the Power Plant.**

Article 15 General Holidays

15:01 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu.

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

Any other holiday **that receives royal assent, is proclaimed to be, or is authorized as such, as a holiday** by federal or provincial **authorities or by statute.**

Both full-time and part-time employees may be scheduled to work general holidays.

15:02 An employee required to work on a general holiday will be paid at the rate of one and one-half times ($1\frac{1}{2}$) **their** basic rate of pay for all hours worked up to seven and three-quarters ($7\frac{3}{4}$) hours.

15:03 **A full-time employee shall be granted an alternate day off with basic pay if they are required to work on a general holiday, or if a general holiday falls on the employee's regular day off.**

15:04 Full-time employees shall be allowed to **maintain** up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit **their** request for time off at least **two (2)** weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible.

If an employee has five (5) banked alternative days off and mutual agreement cannot be reached to take an alternate day off within thirty (30)

days before or after the holiday, the day's pay at basic rates shall be paid to the employee. Any remaining time not scheduled by March 31 of any year, shall be paid out to the employee at their regular rate of pay.

- 15:05** If an employee's regular shift falls on a general holiday, and if St. Amant determines that the employee's function is needed on that day, the employee will be required to work the shift. Notwithstanding the above, every reasonable effort will be made to distribute stats as equitably as possible among the employee's qualified to do the work.
- 15:06** The Employer agrees to distribute time off over Christmas and New Year's as equitably as possible within the Physical Plant Local. As many consecutive days off, as is reasonably possible will be granted over either Christmas or New Year's. Which of the two (2) holiday periods an employee receives will be determined by seniority.

In order to accommodate this schedule, the posted rotation/schedule which includes the Christmas and New Year's time period may vary from the usual posted rotation/schedule. Article 12:05 will be suspended during this period and full-time employees may not receive every second weekend off.

It is further understood that some employees may have their time off reduced or eliminated in order to accommodate extenuating circumstances of another employee.

Article 16 Income Protection

- 16:01** **Income protection is provided for the sole purpose of ensuring an employee a continuing income during periods of bona fide personal illness, injury or quarantine. Family income protection may also be accessed when an employee is required to provide care for an ill or injured family member (spouse, child, or parent).**
- 16:02** (a) **An employee who is absent from scheduled work because of an illness or injury that is not compensable through an insurer (Manitoba Public Insurance, Workers Compensation Board, Healthcare Employee**

Benefits Manitoba, etc.) shall be entitled to their regular basic pay to the extent that they have accumulated income protection credits. The Employer reserves the right to verify that an employee claiming income protection benefits is not eligible for coverage through another insurer.

- (b) During an employee's probationary period, an employee may claim accumulated income protection credits. However, should an employee terminate employment prior to the expiry of the probationary period, income protection credits paid to **them** will be deducted from **their** final pay.

16:03 (a) Employees hired into classification in the Physical Plant Local, after December 31, 2002 shall accumulate sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) working days for each complete month worked.

- (b) In the employee's first year of employment, for each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, three-quarters ($\frac{3}{4}$) of a day shall be reserved exclusively for the employee's personal use as outlined in Article 16:01. The remaining one-half ($\frac{1}{2}$) of a day shall be reserved for either the employee's personal use as outlined in Article 16:01, or for use in the event of family illness as specified in Article 16:02(c).

After the first year of employment accumulated income protection credits shall be reserved as follows:

- Eighty percent (80%) for personal use.
- Twenty percent (20%) for personal or family use.

The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

- (c) An employee **who is absent from work because they are required to care for a sick or injured spouse, child or parent, or relative residing with the employee, shall be entitled to their regular basic pay to the extent that they have accumulated family income protection credits.**

- (d) Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:
- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when **they are** not on duty. If the above is not possible **due to the urgency of the illness or the inability of obtaining an appointment during such times**, the employee is to **discuss their situation with their supervisor and attempt to arrange to be absent** at a time which is least disruptive to the area.

In determining an acceptable time for the employee to be absent, the urgency of the illness will be a major consideration. Such discussions will take place fourteen (14) days in advance of the appointment except in emergent situations where as early notice as possible is required. A maximum of four (4) hours in any one (1) day may be granted for such examinations and/or treatments.

16:04 Sick leave shall accumulate to the employee's credit for periods for which **they are** entitled to remuneration, while sick leave shall not accumulate to the employee's credit for the time **they are** on unpaid leave of absence or an unpaid sick leave, if these periods exceed thirty (30) days.

16:05 The Employer reserves the rights to require a certificate from a qualified medical practitioner in any of the following circumstances:

- (a) To determine the general nature and expected duration of an absence due to illness or injury;
- (b) To provide confirmation of an employee's fitness to return to work following a period of illness or injury;
- (c) To determine medical accommodations that may be required;

(d) To verify that an employee's claim for income protection is not due to an illness or injury for which lost earnings would be payable through another insurer;

(e) In the case of suspected abuse.

The Employer will not arbitrarily request sick notes for single day absences for reasons other than described above. All costs associated with obtaining medical certificates in the above cases will be the responsibility of the employee. Failure to provide a satisfactory certificate when requested may disqualify an employee from receiving income protection benefits.

Use of income protection is subject to review and approval by management. Employees have a contractual obligation to attend work on a regular and consistent basis and are subject to Employer policies regarding attendance at work.

16:06 If an employee is to be absent for illness or injury for a period exceeding their income protection, unpaid sick leave may commence with approval by management. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of eighteen (18) months.

- 16:07**
- (a) An employee who becomes injured in the course of performing **their** duties must report such injury or accident as soon as possible to **their** immediate Supervisor.
 - (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the employee by WCB.
 - (c) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to

submit a written application to the Employer requesting an advance subject to the following conditions:

- (i) Advance payment(s) shall not exceed the employee's basic pay (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (ii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (iii) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
- (iv) In the event the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of advance by payroll deduction.
- (v) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

- 16:08**
- (a) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the WCB payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic pay (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - (b) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one

hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.

- (c) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (d) Further to this, the Employer shall notify the WCB of salary adjustments at the time they occur.
- (e) In accordance with Section 41(6)(b) of The Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994, so that the WCB may determine whether or not the supplements referenced in Article 20:09(a) shall continue in effect after January 1, 1995.
- (f) If at any time, it is decided by the WCB that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the WCB, then such payment shall not be payable.

16:09 During the period an employee is seeking or in receipt of Workers Compensation, **they** shall contact the Human Resources staff once every two (2) weeks to advise St. Amant of **their** condition and expected date of return.

16:10 St. Amant reserves the right to require an employee who intends to return to work following a claim for Workers Compensation to be examined by a physician to determine the employee's fitness to perform **their** normal duties.

Article 17 Annual Vacation

17:01 The vacation year shall be from the 1st day of May in the one year to the 30th day of April in the next year.

17:02 An employee who has completed less than one (1) year's continuous employment as of April 30th will be granted vacation based on a percentage of regular hours worked, in the new vacation year.

17:03 Annual vacation shall be earned at the rate of:

- 15 working days per year commencing in the first (1st) year of employment.
- 20 working days per year commencing in the fourth (4th) year of employment.
- 25 working days per year commencing in the eleventh (11th) year of employment.
- 30 working days per year commencing in the twenty-first (21st) year of employment.

Vacation entitlement for the vacation year following completion of the first, third, tenth and twentieth years of continuous employment shall be determined by pro rata calculation based upon the two (2) rates of earned vacation.

An additional five (5) days' vacation shall be granted to an employee only in the calendar year of **their** twentieth anniversary of employment and in each subsequent fifth anniversary year.

17:04 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 17:01. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most organizational seniority within each area.

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

Employees in term positions, as per Article 3:04, will be considered to be assigned to the area they will be working in on the dates they select for their respective vacation.

All requests for vacation leave will be subject to approval of the employee's supervisor or the designated Administrative Officer based on operational requirements.

- 17:05** The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the first day of the new vacation year. Vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 17:06** Vacation credits earned must be utilized before the end of the next vacation earning period as per Article 17:01.
- 17:07** In the event that an employee is hospitalized during **their** vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.
- 17:08** When an employee is subpoenaed for jury duty during **their** period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.
- 17:09** Vacation entitlement will be payable at the employee's regular rate of pay.

Article 18 Salaries and Increments

- 18:01** Employees shall be paid in accordance with Schedule A attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed **their** duties in a satisfactory fashion.
- 18:02** Salaries shall be paid biweekly to each employee in accordance with **their** classification listed in the Salary Schedule.

- 18:03** Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave. Part-time employees will be entitled to receive salary increases resulting from the wage schedule subject to Article 18:01 after they have completed the equivalent number of full-time hours, as per Article 12:01 of the Collective Agreement.
- 18:04** **Retroactive pay will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing no later than sixty (60) days following ratification.**
- 18:05** **Callback Transportation**
An employee required to return to the Employer on a callback as referenced in Article 13:05 will have return transportation provided by the Employer subject to a maximum of thirty dollars (\$30.00); or will receive the prevailing Province of Manitoba mileage rate per kilometre or the rate specified in St. Amant policy, whichever is greater if **they** use **their** own car, subject to a maximum payment of thirty dollars (\$30.00). When the Province of Manitoba rates are adjusted, the Employer will adjust the rates retroactive to the date the provincial rates take effect.
- 18:06** The Employer shall supply, launder and maintain uniforms for all employees who are required by the Employer to wear a uniform.
- 18:07** Uniforms shall not be worn off the premises of the Employer, except when specifically permitted to do so by the Employer.
- 18:08** All uniforms remain the property of the Employer and must be returned by the employee when they are no longer required or on termination of employment. Employees will be liable for seventy-five percent (75%) of the cost price of a uniform or part of a uniform which they have abused or lost.
- 18:09** Employees who are required to use their own personal vehicle for St. Amant business which has been pre-authorized by the Employer, shall be reimbursed by

the Employer at the rate of the prevailing Province of Manitoba rate per kilometre or the rate specified in St. Amant policy, whichever is greater subject to a minimum payment of five dollars (\$5.00) per round trip.

When the Province of Manitoba rates are adjusted, the Employer will adjust the rates retroactive to the date the provincial rates take effect.

Article 19 Premiums

- 19:01** Employees required to work the majority of their hours on any shift between 16:00 hours and 24:00 hours shall be paid an evening shift premium of **two dollars (\$2.00) effective date of ratification**, per hour for that shift.
- 19:02** Employees required to work the majority of their hours on any shift between 00:01 hours and 08:00 hours shall be paid a night shift premium of **three dollars and fifty cents (\$3.50), effective date of ratification**, per hour for that shift.
- 19:03** A weekend premium of **two dollars (\$2.00), effective date of ratification**, per hour shall be paid to an employee for all hours worked on any shift where the majority of hours worked on that shift fall between 00:01 hours on Saturday and 24:00 hours on the following Sunday.

Article 20 Terminations

- 20:01** An employee may terminate **their** employment with the Employer by giving one (1) weeks written notice if they have worked less than a year and two (2) weeks written notice if they have worked for more than one (1) year, exclusive of vacation.
- 20:02** Employees will be given notice of termination or pay in lieu thereof, except when an employee is dismissed for just cause, by mutual agreement between the Employer and the employee, or during the probationary period of a new employee as follows:

Less than one (1) year of employment: One (1) weeks' notice.

One (1) year to three (3) years employment	Two (2) weeks' notice.
Three (3) years to five (5) years employment:	Four (4) weeks' notice.
Five (5) years to ten (10) years employment:	Six (6) weeks' notice.
Ten (10) years or more employment:	Eight (8) weeks' notice.

20:03 The Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement, **on the pay date applicable to the pay period in which the termination date occurred.**

Article 21 Special Provisions Re: Part-time Employees

21:01 Part-time employees are entitled to the benefits provided for under this Collective Agreement on a pro rata basis based on their regular hours worked. Without limiting the generality of the foregoing, the following provisions shall apply.

21:02 **Income Protection in Case of Illness**

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

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

21:03 Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work but were unable to work due to illness, consistent with Article 21:11 (c)(i).

21:04 **Annual Vacations**

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

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

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

21:05 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

21:06 **General Holidays**

Part-time employees shall be paid **five percent (5%)** of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay deposit.

21:07 **Overtime**

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

21:08 **Increments**

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

- 21:09**
- (a) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 11:04(b).
 - (b) The time off referenced in (a) above shall not be considered as needed during periods when a part-time employee was not scheduled to be on duty (i.e. days off, vacation periods, holidays and days during which income protection is being utilized).
 - (c) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority within the area amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (d) Should a part-time employee as described in Article 21:11(a) refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, **they** will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (e) (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation and accumulated income protection credits, in accordance with Article 21:06.
- (iv) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 **they** shall be entitled to income protection benefits and bereavement leave.

Article 22 Committees

- 22:01** 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 Employer.
- 22:02** The Committee shall be composed of **reasonably** equal representation from the Employer and the local Union with the total Committee representation not to exceed **eight (8)** members, unless mutually agreed otherwise.
- 22:03** The Committee shall meet as and when required at a mutually agreeable time upon written notice being given by either party. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place.

- 22:04** 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.
- 22:05** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices where necessary.
- 22:06** A Safety Committee, as per The Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the Employer.

Article 23 Retirement Bonus

- 23:01** Employees retiring in accordance with the following:
- (a) Retire at age sixty-five (65) years; or
 - (b) Retire after age sixty-five (65) years; or
 - (c) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
 - (d) Employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80);
- Shall be granted a retirement bonus on the basis of four (4) days per year of employment.
- 23:02** Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Employer and shall be based on the employee's total seniority on the date of retirement.

23:03 Employees retiring in accordance with the conditions of Article 23:01 shall be granted a retirement bonus as specified on the following basis. Calculations will be based on the following formula:

$$\frac{\text{Total paid hours actually worked from date of hire}}{\text{Full-time hours}} \times \text{Four (4) days}$$

23:04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

23:05 Permanent employees who terminate employment at any time **after being deemed no longer gainfully employable, as confirmed by medical documentation and approved by the Employer**, shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in the Collective Agreement.

23:06 The retirement bonus may be utilized to directly fund buy back of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to Health Employees Manitoba (HEB Manitoba) Trust Agreement, HEB Manitoba Plan Text, and other applicable written HEB Manitoba policies and guidelines.

Article 24 Employee Benefits

24:01 The parties agree to pay required premiums for the following Healthcare Employees Benefits with eligibility, benefit levels and contribution levels as determined by Healthcare Employee's Benefits Manitoba (HEB Manitoba).

- (a) The Healthcare Employees Pensions Plan; and
- (b) The Healthcare Employees Group Life Insurance Plan; and
- (c) The Healthcare Employees Dental Plan; and
- (d) The Healthcare Employees Health Care Plan.

Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEB Manitoba rules and regulations.

24:02 Dental Plan

The parties agree that HEB Manitoba sponsored Dental Plan shall be premium cost-shared on a fifty/fifty (50/50) basis.

24:03 HEB Manitoba Disability and Rehabilitation Plan (D&R)

- (a) The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of two point three percent (2.3%) of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employee's application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the one hundred and twentieth (120th) calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- (b) Where an employee has been away from work due to illness for four (4) consecutive weeks the employee must complete all required documentation

and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.

- (c) Subject to compliance with Article 24:03(b), in the event:
- (i) An employee does not have sufficient accrued income protection to cover the one hundred and nineteen (119) day elimination period; or
 - (ii) An employee's D&R application has not been approved by the end of the elimination period;

The Employer shall pay the D&R premium, Health Plan premium and Dental Plan premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

24:04 Pension Plan

The Employer and the Union shall participate in the HEB Pension Plan in accordance with the trust agreement and the plan text as established by the Board of trustees.

24:05 Employee Assistance Plan

The parties agree that the EAP Plan will continue to be made available for all eligible employees. Coverage in the plan is effective on the date of hire. The premiums of the plan will be paid by the Employer.

24:06 Health Spending Account (HSA)

The provisions of the HSA will be administered in accordance with HEB's plan text and eligibility criteria.

Article 25 Changes in Classifications

25:01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls

within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

- 25:02** Unless the Union objects, in writing, within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule A of this Agreement.
- 25:03** If the Union files written objection, as per Article 25:02, then the parties hereto shall commence negotiations forthwith and attempt to reach an agreement as to an appropriate salary range.
- 25:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 7.

Article 26 Sub-contracting

- 26:01** It shall not be considered as sub-contracting should the Employer:
- (a) Merge or amalgamate with another **service care provider** or health care related facility; or
 - (b) Transfer or combine any of its operations or functions with another **service care provider** or health care related facility; or
 - (c) Take over any of the operations or functions of another **service care provider**.
- 26:02** In accordance with Article 26:01, an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating Employer.
- 26:03** If the Employer intends to sub-contract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find

suitable alternative employment with the Employer for those employees so displaced and will guarantee to offer alternative employment with the Employer to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months' service accepting a position in a lower paid classification will continue at the salary of **their** present classification and will receive an increase only when the rate in **their** new scale, corresponding to **their** years of service, provides for an increase over **their** current rate.

Article 27 Duration

- 27:01** (a) This Agreement shall be in full force and effect from April 1, **2019** until March 31, **2024**.
- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.
- 27:02** Should either party desire to propose changes to this Agreement, they shall give notice, in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 27:03** This Agreement may be amended during its term by mutual agreement.
- 27:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

Article 28 Union Representation

- 28:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 28:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.
- 28:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be three (3) representatives.

By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.

- 28:04** Union local officers and stewards, with their respective Supervisor(s) permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such Union activities shall be conducted during off duty hours.
- 28:05** **Should the Union request a copy of any position/classification description covered by this Collective Agreement, the Employer agrees to provide the requested document within a reasonable amount of time, but no longer than five (5) calendar days from the day the request was sent. Such requests will be sent to the Manager of Human Resources, or designate.**

Article 29 Harassment/Non-Discrimination

- 29:01** The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

Employees are encouraged to review the Respectful Workplace Policy.

29:02 Non-Discrimination

The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment, and in particular sexual harassment, will be treated in strict confidence by both the Employer and the Union.

29:03 The definition of harassment shall consist of the definition contained in The Human Rights Code and shall further include the definition of harassment set out in the Respectful Workplace Policy as may be amended by the Employer from time to time.

Article 30 Bulletin Boards

30:01 The Employer will appoint a designate who will maintain a page on the intranet for the purpose of MGEU communications as approved by the Employer. A direct link will be available on the home page of the St.Amant Intranet site to this site. A physical bulletin board may also be provided, at the Employer's discretion.

30:02 The Employer agrees to hold space on the Employer's intranet site for an MGEU Support virtual bulletin board. All material posted must be submitted to the Employer designate, and is subject to their approval.

If the Employer deems something posted inappropriate, the Employer will temporarily remove the posted item and will contact the Local President or MGEU Staff Representative within two (2) working days to notify the Union that posting has been removed, provide the reasoning for the removal, in writing, and further discuss the matter to reach an agreement on the posting of such information.

Article 31 Discharge, Suspension, Discipline and Access to Personnel Files

31:01 An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for **their** dismissal or suspension, with a copy being sent to the Union Staff Representative.

31:02 **Where the Employer is going to impose discipline on an employee, such disciplinary action shall be delivered at a formal meeting where a representative from Human Resources is present, and where representation from the Union has been offered.**

The Employer shall give the employee prior notice of the general nature of the complaint when asked.

No disciplinary document shall be placed on an employee's personnel file without the employee being given the opportunity to read the document, ask questions for clarification and understanding purposes and to sign it. If the employee refuses to sign it, the Employer may sign the document on behalf of the employee, where a union representative has been present at the disciplinary meeting, they shall sign the letter as a witness.

31:03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons. **In writing may include email communications.**

31:04 Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in **their** personnel file, provided no part thereof is removed from the file, and **their** reply to any such document shall also be placed in **their** personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of **their** file.

31:05 An employee accompanied by a Union Representative if **they** so elect, may examine **their** personnel file on request as per Article 31:04 of the Collective Agreement.

- 31:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- 31:07** Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that **they have** read and understand the contents. The employee may respond in writing to the assessment which shall become part of **their** record.

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

Article 32 Miscellaneous

- 32:01** When necessary, an employee may be called on temporarily to perform work not normally required of **their** job and this especially for seasonal work for maintenance of the premises of the Employer, for the replacement of absent employees, the temporary filling of vacant positions and in case of urgency. Owing to the importance of maintaining essential services, the need of the moment will determine the work to be performed, but an employee will only be expected to carry out tasks, which **they have** the ability to perform.
- 32:02** St.Amant agrees to provide inclement weather gear and safety apparel for all employees requiring such gear for the performance of their duties.

Article 33 Safety and Health

- 33:01** **The Employer shall in accordance with the objects and purposes of The Workplace Safety and Health Act:**
- (a) Ensure so far as is reasonably practicable, the safety, health, and welfare at work of all workers, and**
 - (b) Comply with The Workplace Safety and Health Act and Regulations.**

- 33:02** It is agreed that both parties **promote safety programming that contributes to lessening workplace risks, incident prevention, and the availability and usage requirements of safety equipment where necessary.**
- 33:03** **A joint Safety and Health Committee, as per Part 40 of the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the organization. The joint Safety and Health Committee shall hold meetings at least quarterly identifying, monitoring, inspecting, investigation, and reviewing safety and health conditions and practices within the site. The duties of the committee include:**
- (a) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of workers;**
 - (b) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;**
 - (c) The development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measure;**
 - (d) Co-operation with Occupational Health Services;**
 - (e) Co-operation with a safety and health officer exercising duties under this Act or the regulations;**
 - (f) The development and promotion of programs for education and information concerning safety and health in the workplace;**
 - (g) The making of recommendations to the Employer respecting the safety and health of workers;**
 - (h) The inspection of the workplace at regular intervals;**
 - (i) The participation in investigations of accidents and dangerous occurrences at the workplace;**

- (j) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matter relating to the duties of the committee; and
- (k) Such other duties as may be specified in this Act or prescribed by regulation.

A committee shall consist of not fewer than four (4) or more than twelve (12) persons, of whom at least 50 per cent (50%) shall be persons:

- Representing workers who are not associated with the management of the workplace, and
- Appointed in accordance with the constitution of the union that is the certified bargaining agent or that has acquired bargaining rights on behalf of those workers, or where no such union exists, persons elected by the workers they represent;
- Shall have two co-chairs, one chosen by the Employer members on the committee, and the other chose by the worker members on the committee.
- The Employer must ensure that committee members are trained to competently fulfill their duties as committee members.
- Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provide to committee members, and posted on the Safety and Health bulletin boards. Recommendations for corrective actions shall be referred, in writing, to the CEO or designate and a response shall be provided to the Workplace Safety and Health Committee within thirty (30) days.

33:04 In accordance with the Manitoba Workplace Safety and Health Act:

- (a) Where an employee has reason to believe a dangerous working condition exists, and that the work is a danger to their safety or health, the employee shall promptly report that condition and reasons for it to their supervisor.
- (b) If the supervisor does not remedy the dangerous condition immediately, the person who receives the report of refusal to work shall

immediately inspect the dangerous condition in the presence of the employee and one of the following:

- (i) The worker co-chair of the workplace Safety and Health Committee or a worker representative;
 - (ii) Workplace Safety and Health Representative.
- (c) The supervisor, employee and committee member who inspects the dangerous condition shall take any action necessary to remedy any dangerous condition, or ensure that such action is taken.
- (d) The employee may continue to refuse until the dangerous condition is remedied.
- (e) If the employee refuses to work because of their belief that the condition is dangerous, the employee must be available to perform other work assigned.

Where an employee has refused to work in accordance with Article 33:06 and The Workplace Safety and Health Act,

- (i) No other employee shall be assigned to do the work unless the Employer advises the other employee of the refusal,
- (ii) The reasons for the refusal and the reasons why, in the opinion of the Employer, the work does not constitute a danger to the safety or health of the other employee, or any persons. Where practicable, the employee assigned to complete the work previously refused under the right to refuse legislation, shall have the right to speak with the employee who has refused to do such work, this request shall not be unreasonably denied.

33:05 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 33:04.

33:06 Minutes of each meeting shall be taken and posted in an easily accessible format and location on the Employer's intranet site for all employees to view within seven (7) calendar days.

Take part in safety and health professional development on a yearly basis as specified under the Act.

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

Article 34 Safety Footwear

34:01 The Employer shall reimburse each employee up to one hundred thirty-five dollars (\$135) every twelve (12) months, or two hundred seventy dollars (\$270.00) every twenty-four (24) months for the purchase of new safety footwear upon production of a receipt. Employees receiving the safety footwear allowance will be required to wear the safety footwear while at work and will use the footwear only in the performance of their duties at the site.

Article 35 Overpayments

35:01 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;

- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

35:02 In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

35:03 Employees are responsible to report any errors in pay to the Employer as soon as possible.

- (a) Errors in pay of fifty dollars (\$50.00) or less made by the Employer shall be corrected on the next payday.
- (b) Errors in excess of fifty dollars (\$50.00) pay made by the Employer shall be corrected. Where there is money owing to the employee, the employee shall be paid by supplemental deposit three (3) business days following the day the error was reported.
- (c) Where there is money owing to the Employer from the most recent pay period, the Employer shall notify the employee immediately and the overpayment shall be recovered on the next payday. If the error which resulted in the amount owing to the Employer extends further back than the most recent pay period, Article 35:01 and 35:02 shall apply.
- (d) Where there is money owing to the employee, the employee shall be paid by supplemental deposit **three (3)** business days following the day the error was reported. **Where there is money owing to the Employer from the most recent pay period, the Employer shall notify the employee immediately and the overpayment shall be recovered on the next pay period. If the error which resulted in the amount owing to the Employer extends further back than the most recent pay period, Article 35:01 and 35:02 shall apply.**

Article 36 Emergencies and Disasters

- 36:01** In any emergency declared by the Employer or disaster declared by EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.
- 36:02** 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 13 shall apply to overtime hours worked.

Article 37 Loss or Damage to Personal Effects

- 37:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation based on the Employer's loss or Damage to Personal Property Policy, to pay for the replacement of the damaged personal property.

IN WITNESS WHEREOF A representative of St.Amant Inc. Physical Plant has hereunto set their hand for, and on behalf of, St.Amant Inc., Physical Plant; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 22 day of April, 2024.

[Signature]
On behalf of St.Amant Inc.

[Signature]
On behalf of Manitoba Government
and General Employees' Union

[Signature]
On behalf of St.Amant Inc.

[Signature]
On behalf of Manitoba Government
and General Employees' Union

Schedule "A" - Salary Schedule

EFFECTIVE: APRIL 1, 2018 TO MARCH 31, 2019 (0.0% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	22.593	23.385	24.426	24.915			
			Monthly	3,793.74	3,926.73	4,101.53	4,183.64			
			Annual	45,524.90	47,120.78	49,218.39	50,203.73			
Painter	Painter	2015	Hourly	26.594	27.497	28.430	29.000			
			Monthly	4,465.58	4,617.21	4,773.87	4,869.58			
			Annual	53,586.91	55,406.46	57,286.45	58,435.00			
Carpenter/Locksmith	Carpenter	2015	Hourly	28.813	29.791	30.807	31.423			
			Monthly	4,838.18	5,002.41	5,173.01	5,276.45			
			Annual	58,058.20	60,028.87	62,076.11	63,317.35			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	28.813	29.791	30.807	31.423			
			Monthly	4,838.18	5,002.41	5,173.01	5,276.45			
			Annual	58,058.20	60,028.87	62,076.11	63,317.35			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	31.561	32.637	33.734	34.410			
			Monthly	5,299.62	5,480.30	5,664.50	5,778.01			
			Annual	63,595.42	65,763.56	67,974.01	69,336.15			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	29.177	30.540	31.967	32.606			
			Monthly	4,899.31	5,128.18	5,367.79	5,475.09			
			Annual	58,791.66	61,538.10	64,413.51	65,701.09			
Trades Helper	Trades Helper	2015	Hourly	21.463	22.176	22.888	23.346			
			Monthly	3,604.00	3,723.72	3,843.28	3,920.18			
			Annual	43,247.95	44,684.64	46,119.32	47,042.19			
Facility Maintenance	Lead Hand	2015	Hourly	29.815	31.333	32.852	33.509			
			Monthly	5,006.44	5,261.33	5,516.40	5,626.72			
			Annual	60,077.23	63,136.00	66,196.78	67,520.64			
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 20
Technician, Special Devices *base scale for 2019-2023 rates	Technician, Special Devices	2015	Hourly	23.817	24.532	25.268	26.026	26.807	27.611	28.163
			Monthly	3,999.27	4,119.33	4,242.92	4,370.20	4,501.34	4,636.35	4,729.04
			Annual	47,991.26	49,431.98	50,915.02	52,442.39	54,016.11	55,636.17	56,748.45

EFFECTIVE: APRIL 1, 2019 TO MARCH 31, 2020 (2.65% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	23.192	24.005	25.073	25.575			
			Monthly	3,894.32	4,030.84	4,210.18	4,294.47			
			Annual	46,731.88	48,370.08	50,522.10	51,533.63			
Painter	Painter	2015	Hourly	27.299	28.226	29.183	29.769			
			Monthly	4,583.96	4,739.62	4,900.31	4,998.71			
			Annual	55,007.49	56,875.39	58,803.75	59,984.54			
Carpenter/Locksmith	Carpenter	2015	Hourly	29.577	30.580	31.623	32.256			
			Monthly	4,966.47	5,134.89	5,310.03	5,416.32			
			Annual	59,597.66	61,618.70	63,720.35	64,995.84			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	29.577	30.580	31.623	32.256			
			Monthly	4,966.47	5,134.89	5,310.03	5,416.32			
			Annual	59,597.66	61,618.70	63,720.35	64,995.84			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	32.397	33.502	34.628	35.322			
			Monthly	5,440.00	5,625.54	5,814.62	5,931.15			
			Annual	65,279.96	67,506.53	69,775.42	71,173.83			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	29.950	31.349	32.814	33.470			
			Monthly	5,029.10	5,264.02	5,510.02	5,620.17			
			Annual	60,349.25	63,168.24	66,120.21	67,442.05			
Trades Helper	Trades Helper	2015	Hourly	22.032	22.764	23.495	23.965			
			Monthly	3,699.54	3,822.46	3,945.20	4,024.12			
			Annual	44,394.48	45,869.46	47,342.43	48,289.48			
Facility Maintenance	Lead Hand	2015	Hourly	30.605	32.163	33.723	34.397			
			Monthly	5,139.09	5,400.70	5,662.65	5,775.83			
			Annual	61,669.08	64,808.45	67,951.85	69,309.96			
Technician, Special Devices	Special Devices Technician	2015		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
			Hourly	24.448	25.182	25.938	26.716	27.517	28.343	28.909
			Monthly	4,105.23	4,228.48	4,355.42	4,486.06	4,620.56	4,759.26	4,854.30
			Annual	49,262.72	50,741.73	52,265.07	53,832.74	55,446.76	57,111.15	58,251.64

EFFECTIVE: APRIL 1, 2020 TO MARCH 31, 2021 (1.75% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	23.598	24.425	25.512	26.023			
			Monthly	3,962.50	4,101.37	4,283.89	4,369.70			
			Annual	47,549.97	49,216.38	51,406.68	52,436.35			
Painter	Painter	2015	Hourly	27.777	28.720	29.694	30.290			
			Monthly	4,664.22	4,822.57	4,986.12	5,086.20			
			Annual	55,970.66	57,870.80	59,833.41	61,034.35			
Carpenter/Locksmith	Carpenter	2015	Hourly	30.095	31.115	32.176	32.820			
			Monthly	5,053.45	5,224.73	5,402.89	5,511.03			
			Annual	60,641.43	62,696.73	64,834.64	66,132.30			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	30.095	31.115	32.176	32.820			
			Monthly	5,053.45	5,224.73	5,402.89	5,511.03			
			Annual	60,641.43	62,696.73	64,834.64	66,132.30			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	32.964	34.088	35.234	35.940			
			Monthly	5,535.21	5,723.94	5,916.38	6,034.93			
			Annual	66,422.46	68,687.32	70,996.51	72,419.10			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	30.474	31.898	33.388	34.056			
			Monthly	5,117.09	5,356.21	5,606.40	5,718.57			
			Annual	61,405.11	64,274.47	67,276.82	68,622.84			
Trades Helper	Trades Helper	2015	Hourly	22.418	23.162	23.906	24.384			
			Monthly	3,764.36	3,889.29	4,014.22	4,094.48			
			Annual	45,172.27	46,671.43	48,170.59	49,133.76			
Facility Maintenance	Lead Hand	2015	Hourly	31.141	32.726	34.313	34.999			
			Monthly	5,229.09	5,495.24	5,761.73	5,876.92			
			Annual	62,749.12	65,942.89	69,140.70	70,522.99			
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 20
Technician, Special Devices	Special Devices Technician	2015	Hourly	24.876	25.623	26.392	27.184	27.999	28.839	29.415
			Monthly	4,177.10	4,302.53	4,431.66	4,564.65	4,701.50	4,842.55	4,939.27
			Annual	50,125.14	51,630.35	53,179.88	54,775.76	56,417.99	58,110.59	59,271.23

EFFECTIVE: APRIL 1, 2021 TO MARCH 31, 2022 (1.20% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	23.881	24.718	25.818	26.335			
			Monthly	4,010.02	4,150.56	4,335.27	4,422.09			
			Annual	48,120.22	49,806.77	52,023.27	53,065.03			
Painter	Painter	2015	Hourly	28.110	29.065	30.050	30.653			
			Monthly	4,720.14	4,880.50	5,045.90	5,147.15			
			Annual	56,641.65	58,565.98	60,550.75	61,765.80			
Carpenter/Locksmith	Carpenter	2015	Hourly	30.456	31.488	32.562	33.214			
			Monthly	5,114.07	5,287.36	5,467.70	5,577.18			
			Annual	61,368.84	63,448.32	65,612.43	66,926.21			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	30.456	31.488	32.562	33.214			
			Monthly	5,114.07	5,287.36	5,467.70	5,577.18			
			Annual	61,368.84	63,448.32	65,612.43	66,926.21			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	33.360	34.497	35.657	36.371			
			Monthly	5,601.70	5,792.62	5,987.41	6,107.30			
			Annual	67,220.40	69,511.46	71,848.86	73,287.57			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	30.840	32.281	33.789	34.465			
			Monthly	5,178.55	5,420.52	5,673.74	5,787.25			
			Annual	62,142.60	65,046.22	68,084.84	69,446.98			
Trades Helper	Trades Helper	2015	Hourly	22.687	23.440	24.193	24.677			
			Monthly	3,809.53	3,935.97	4,062.41	4,143.68			
			Annual	45,714.31	47,231.60	48,748.90	49,724.16			
Facility Maintenance	Lead Hand	2015	Hourly	31.515	33.119	34.725	35.419			
			Monthly	5,291.89	5,561.23	5,830.91	5,947.44			
			Annual	63,502.73	66,734.79	69,970.88	71,369.29			
Technician, Special Devices	Special Devices Technician	2015		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
			Hourly	25.175	25.930	26.709	27.510	28.335	29.185	29.768
			Monthly	4,227.30	4,354.08	4,484.89	4,619.39	4,757.92	4,900.65	4,998.54
			Annual	50,727.63	52,248.95	53,818.64	55,432.65	57,095.03	58,807.78	59,982.52

EFFECTIVE: APRIL 1, 2022 TO MARCH 31, 2023 (2.00% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	24.359	25.212	26.334	26.862			
			Monthly	4,090.28	4,233.52	4,421.92	4,510.58			
			Annual	49,083.39	50,802.18	53,063.01	54,126.93			
Painter	Painter	2015	Hourly	28.672	29.646	30.651	31.266			
			Monthly	4,814.51	4,978.06	5,146.81	5,250.08			
			Annual	57,774.08	59,736.69	61,761.77	63,000.99			
Carpenter/Locksmith	Carpenter	2015	Hourly	31.065	32.118	33.213	33.878			
			Monthly	5,216.33	5,393.15	5,577.02	5,688.68			
			Annual	62,595.98	64,717.77	66,924.20	68,264.17			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	31.065	32.118	33.213	33.878			
			Monthly	5,216.33	5,393.15	5,577.02	5,688.68			
			Annual	62,595.98	64,717.77	66,924.20	68,264.17			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	34.027	35.187	36.370	37.098			
			Monthly	5,713.70	5,908.48	6,107.13	6,229.37			
			Annual	68,564.41	70,901.81	73,285.55	74,752.47			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	31.457	32.927	34.465	35.154			
			Monthly	5,282.16	5,528.99	5,787.25	5,902.94			
			Annual	63,385.86	66,347.91	69,446.98	70,835.31			
Trades Helper	Trades Helper	2015	Hourly	23.141	23.909	24.677	25.171			
			Monthly	3,885.76	4,014.72	4,143.68	4,226.63			
			Annual	46,629.12	48,176.64	49,724.16	50,719.57			
Facility Maintenance	Lead Hand	2015	Hourly	32.145	33.781	35.420	36.127			
			Monthly	5,397.68	5,672.39	5,947.61	6,066.33			
			Annual	64,772.18	68,068.72	71,371.30	72,795.91			
Technician, Special Devices	Special Devices Technician	2015		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
			Hourly	25.679	26.449	27.243	28.060	28.902	29.769	30.363
			Monthly	4,311.93	4,441.23	4,574.55	4,711.74	4,853.13	4,998.71	5,098.45
			Annual	51,743.19	53,294.74	54,894.65	56,540.90	58,237.53	59,984.54	61,181.45

EFFECTIVE: APRIL 1, 2023 TO MARCH 31, 2024 (2.00% GWI)										
Occupation Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4			
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	24.846	25.716	26.861	27.399			
			Monthly	4,172.06	4,318.15	4,510.41	4,600.75			
			Annual	50,064.69	51,817.74	54,124.92	55,208.99			
Painter	Painter	2015	Hourly	29.245	30.239	31.264	31.891			
			Monthly	4,910.72	5,077.63	5,249.75	5,355.03			
			Annual	58,928.68	60,931.59	62,996.96	64,260.37			
Carpenter/Locksmith	Carpenter	2015	Hourly	31.686	32.760	33.877	34.556			
			Monthly	5,320.61	5,500.95	5,688.51	5,802.53			
			Annual	63,847.29	66,011.40	68,262.16	69,630.34			
Carpenter/Locksmith	Cabinet Maker	2015	Hourly	31.686	32.760	33.877	34.556			
			Monthly	5,320.61	5,500.95	5,688.51	5,802.53			
			Annual	63,847.29	66,011.40	68,262.16	69,630.34			
Industrial Mechanic	Industrial Mechanic	2015	Hourly	34.708	35.891	37.097	37.840			
			Monthly	5,828.05	6,026.70	6,229.21	6,353.97			
			Annual	69,936.62	72,320.37	74,750.46	76,247.60			
Engineer 3rd Class	Environmental Engineer	2015	Hourly	32.086	33.586	35.154	35.857			
			Monthly	5,387.77	5,639.65	5,902.94	6,020.99			
			Annual	64,653.29	67,675.79	70,835.31	72,251.86			
Trades Helper	Trades Helper	2015	Hourly	23.604	24.387	25.171	25.674			
			Monthly	3,963.51	4,094.98	4,226.63	4,311.09			
			Annual	47,562.06	49,139.81	50,719.57	51,733.11			
Facility Maintenance	Lead Hand	2015	Hourly	32.788	34.457	36.128	36.850			
			Monthly	5,505.65	5,785.91	6,066.49	6,187.73			
			Annual	66,067.82	69,430.86	72,797.92	74,252.75			
Technician, Special Devices	Special Devices Technician	2015		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
			Hourly	26.193	26.978	27.788	28.621	29.480	30.364	30.970
			Monthly	4,398.24	4,530.06	4,666.07	4,805.94	4,950.18	5,098.62	5,200.38
			Annual	52,778.90	54,360.67	55,992.82	57,671.32	59,402.20	61,183.46	62,404.55