

# **Collective Agreement**

*between*

**Tamarack Rehab Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Local 157**

**April 1, 2023 to March 31, 2026**

## Table of Contents

Article 1	Scope of Recognition .....	1
Article 2	Management Rights.....	2
Article 3	Representation.....	3
Article 4	Duration.....	3
Article 5	Union Security and Dues Check-Off.....	4
Article 6	Definitions .....	4
Article 7	Grievance Procedure .....	6
Article 8	Arbitration Procedure.....	8
Article 9	Continuance of Operations .....	8
Article 10	Seniority .....	9
Article 11	Layoffs .....	10
Article 12	Job Vacancy .....	13
Article 13	Hours of Work.....	14
Article 14	Overtime .....	16
Article 15	Call-Out .....	17
Article 16	Annual Vacation .....	17
Article 17	General Holidays.....	19
Article 18	Sick Leave .....	21
Article 19	Bereavement Leave .....	22
Article 20	Leave for the Birth of a Child.....	23
Article 21	Maternity Leave.....	23
Article 22	Adoptive Parent Leave .....	24
Article 23	Parental Leave .....	25
Article 24	Court Leave .....	26
Article 25	Compassionate Care Leave.....	26
Article 26	Domestic Violence Leave.....	28
Article 27	Suspension and Termination of Employment .....	28

Article 28	Transportation Allowance .....	29
Article 29	Wages, Increments and Pay Days .....	29
Article 30	Labour/Management Committee .....	30
Article 31	Employee Evaluation.....	30
Article 32	Employee Files .....	31
Article 33	Residential Care Worker Meetings.....	31
Article 34	Benefits Plans .....	31
Article 35	Safety and Health .....	33
Article 36	Shift Premium.....	35
Article 37	Stewards Rights.....	35
Article 38	Discipline.....	36
Appendix “A”	.....	39
Memorandum of Agreement.....		40
Re: Infectious Disease/Public Health Emergency.....		40
Letter of Intent .....		42
Re: Tamarack 24/7 Facility.....		42
Salary Schedule.....		43

\*All changes appear in **bold**.

## Alphabetical Table of Contents

Article 22	Adoptive Parent Leave .....	24
Article 16	Annual Vacation .....	17
Article 8	Arbitration Procedure.....	8
Article 34	Benefits Plans .....	31
Article 19	Bereavement Leave .....	22
Article 15	Call-Out .....	17
Article 25	Compassionate Care Leave.....	26
Article 9	Continuance of Operations.....	8
Article 24	Court Leave .....	26
Article 6	Definitions .....	4
Article 38	Discipline.....	36
Article 26	Domestic Violence Leave.....	28
Article 4	Duration.....	3
Article 31	Employee Evaluation .....	30
Article 32	Employee Files .....	31
Article 17	General Holidays.....	19
Article 7	Grievance Procedure .....	6
Article 13	Hours of Work.....	14
Article 12	Job Vacancy .....	13
Article 30	Labour/Management Committee .....	30
Article 11	Layoffs .....	10
Article 20	Leave for the Birth of a Child.....	23
Article 2	Management Rights.....	2
Article 21	Maternity Leave.....	23
Article 14	Overtime .....	16
Article 23	Parental Leave .....	25
Article 3	Representation.....	3
Article 33	Residential Care Worker Meetings.....	31

Article 35	Safety and Health .....	33
Article 1	Scope of Recognition .....	1
Article 10	Seniority .....	9
Article 36	Shift Premium.....	35
Article 18	Sick Leave .....	21
Article 37	Stewards Rights.....	35
Article 27	Suspension and Termination of Employment .....	28
Article 28	Transportation Allowance.....	29
Article 5	Union Security and Dues Check-Off.....	4
Article 29	Wages, Increments and Pay Days .....	29
Appendix “A”	.....	39
Memorandum of Agreement.....		40
Re: Infectious Disease/Public Health Emergency.....		40
Letter of Intent .....		42
Re: Tamarack 24/7 Facility.....		42
Salary Schedule.....		43

All changes appear in **bold**.

## **Article 1     Scope of Recognition**

- 1:01**     The Employer recognizes the Manitoba Government and General Employees' Union as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. 5772 and employed in classifications outlined in the Salary Schedule attached to and forming part of this Agreement. Exclusions to this Agreement are attached as Appendix "A".
- 1:02**     In the event that the Employer establishes or proposes 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. Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of the Salary Schedule of this Agreement.
- 1:03**     If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to arbitration in accordance with Article 8.
- 1:04**     It is agreed that there shall be no discrimination or harassment with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.
- 1:05**     The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 1:06**     Persons whose jobs are not classified within the bargaining unit shall, in accordance with established practice, perform work of the bargaining unit

from time to time. However, no employee shall lose her employment or suffer a reduction in regular income as a result of such practice.

- 1:07** The Union recognizes that the employees are required to fulfill certain obligations, such as:
- (a) Possessing the skills claimed and the ability to exercise those skills in a competent manner.
  - (b) Being prepared to follow any reasonable order pertaining to their employment.
  - (c) Treating the property of the Employer with due care **and following all employee policies with particular attention to Tamarack's code of ethics, substance free workplace and workplace violence prevention policies.**
  - (d) Being honest, courteous and punctual.
  - (e) Because of the nature of their employment, acting as an appropriate role model for the clients of the organization.
  - (f) Being prepared to act in the best interests of the Employer.

## **Article 2 Management Rights**

- 2:01** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient 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 and the number of employees in a work area; 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.

### Article 3 Representation

- 3:01** The parties to this Agreement hereby agree to notify each other of their respective representatives authorized to function on any committee or proceeding covered by the terms of this Agreement.
- 3:02** Leave of absence to attend to Union business may be granted to employees under the following circumstances:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his Employer, for approval.
  - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
  - (c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the cost of such employees during the approved absence.
- 3:03** A suitable bulletin board for the use of the Union will be provided by the Employer. Before posting, material must be submitted to the administrator for approval, which shall not be unreasonably denied.

### Article 4 Duration

- 4:01** This Agreement made on the April 1, **2023** and shall remain in force until March 31, **2026**.
- 4:02** Should either party to this Agreement desire to amend or terminate this Agreement or negotiate a new Agreement, such party shall notify the other party in writing of its intention not less than ninety (90) calendar days prior to the expiration date hereof. Initial proposals shall be submitted within thirty



(30) calendar days of notice to negotiate or within such further time as may be agreed to by the parties.

- 4:03** If notice is given under Article 4:02, negotiations shall commence not less than sixty (60) calendar days prior to the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement.
- 4:04** The provisions of this 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.

### **Article 5 Union Security and Dues Check-Off**

- 5:01** The Employer shall deduct from each employee in the bargaining unit the current dues as directed in writing by the Union.
- 5:02** The Employer shall remit to the Manitoba Government and General Employees' Union on or before the fifteenth (15<sup>th</sup>) of the following month at 601-275 Broadway, the amount of dues deducted along with a list of all employees from whom deductions have been made.
- 5:03** The Union shall save the Employer harmless from any claim arising hereunder.
- 5:04** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month prior to the effective date of such change.
- 5:05** The Employer agrees to provide to the Union a list of newly hired employees, showing employee name and date of hire. These lists will be provided to the Union every three (3) months.

### **Article 6 Definitions**

- 6:01** The word "employee" shall mean a person covered by this Agreement.
- 6:02** A "full-time employee" is one who regularly works the full prescribed biweekly hours specified in Article 13.

**6:03** A “part-time employee” is one who regularly works less than the full prescribed biweekly hours specified in Article 13.

**6:04** The words “casual employee” shall mean a person who is called occasionally to replace an absent employee or to temporarily supplement the regular staff coverage in situations where the workload is greater than normal **or who works up to a .5 EFP**. The word “absent” shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc. and shall not include an employee’s normal rest days. The terms of this Agreement do not apply to the casual employees, except as hereinafter provided:

- (a) Casual employees will receive vacation pay at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees who work on a recognized general holiday shall be paid at the rate of one and one-half times (1½x) their basic rate of pay for all hours worked.
- (c) Casual employees who work overtime in excess of the regular daily or weekly hours of work as set forth in Article 13 and as authorized by the Employer, shall be compensated at the rate of one and one-half times (1½x) their regular rate of pay for all such authorized overtime hours worked.
- (d) Articles 7 and 8 herein apply only with respect to the terms of this Article.
- (e) Casual employees shall be paid a salary that is not less than the start rate of the position to which they are assigned.
- (f) A casual employee shall have the right to appeal their status based on the number of hours worked in that status.

The appeal must be in writing to the Executive Director. The Executive Director will have the right to change the status from casual to part-time. The Union agrees for those situations to waive the job posting provisions of this Agreement as per Article 12.

It is understood that the Executive Director's decision is final.

It is further agreed that casual employees are limited to two (2) appeals in any calendar year.

- 6:05** A "probationary employee" is one who has not completed six (6) calendar months of employment and during that period the Employer may dismiss, suspend, discipline or demote such employee.
- 6:06** A "grant employee" shall mean a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant, partial or otherwise provided, by a third party, for training purposes such as educational projects and shall include students engaged in social work studies gaining work experience. A grant employee shall not displace or replace a full-time or part-time employee position.
- 6:07** "Biweekly period" shall mean two (2) consecutive weeks. The biweekly period shall not be changed without written notification to the Union.
- 6:08** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.
- 6:09** "Term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.

## **Article 7     Grievance Procedure**

- 7:01** A "grievance" shall mean any dispute between any employee, group of employees, the Employer and the Union regarding the interpretation, application or alleged violation of this Agreement.
- 7:02** At any step of the grievance procedure, the grievor may elect to be represented and/or accompanied by a Union representative.
- 7:03** An employee who is terminated during his probationary period may appeal his dismissal at Step 2. The decision of the Board of Directors shall be final.

**7:04** For purposes of this Article, “working day” shall mean Monday through Friday inclusive and shall not include Saturday, Sunday or statutory holidays.

**7:05** (a) Discussion Stage

Within five (5) working days from the day on which the grievance arises, the grievor shall attempt to resolve the dispute with the immediate supervisor who is outside the bargaining unit.

(b) Step One

If the grievance is submitted but not resolved within the time period stipulated in Article 7:05 (a) the grievor and/or the Union representative may, within the ensuing seven (7) calendar days, submit the grievance in writing to the Executive Director or designate stating allegations and redress sought.

(c) Step Two

Failing settlement of the grievance within seven (7) calendar days after submission under Article 7:05 (b) above, the Union may refer the grievance to the Board of Directors. The Board of Directors shall hold a hearing and issue a decision in writing to the Union within ten (10) working days of receipt of the grievance.

(d) Step Three

Failing settlement of the grievance in Article 7:05 (c) above, the Union, within twenty (20) working days following the receipt of the decision from the Board of Directors, may submit the grievance to arbitration as per Article 8.

**7:06** The foregoing time limits may be extended by written mutual consent of the Employer and the Union.

**7:07** Failure to comply with time limits specified herein may result in the grievance being deemed settled without further recourse.

## **Article 8    Arbitration Procedure**

- 8:01**    Within ten (10) calendar days after receipt of written notice of intention to refer a matter to arbitration, the parties agree to select an arbitrator suitable to both.
- 8:02**    If the parties cannot agree to a suitable arbitrator within the time frame set out in Article 8:01, they agree to request the Minister of Labour to make the necessary appointment. The joint request will be submitted on the first working day after expiration of Article 8:01.
- 8:03**    It is mutually agreed by both parties to this Agreement that the arbitrator's decision shall be final and binding on the Employer, the Union and the grievor.
- 8:04**    The arbitrator shall not be empowered to modify this Agreement or to impose a settlement which is inconsistent with the provisions hereof.
- 8:05**    Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except the costs of the arbitrator shall be shared equally by the Employer and the Union.
- 8:06**    Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the Employer and the Union, in any manner whatsoever, or voluntary extension of stipulated time limits. Extensions to time limits shall not be unreasonably sought or denied.
- 8:07**    For unusual circumstances, the parties agree to the use of a three (3) person panel. They will select their nominees and notify each other, as per Article 8:01. If the nominees cannot agree on a Chair, they will use Article 8:02 to select an arbitrator.

## **Article 9    Continuance of Operations**

- 9:01**    It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and

grievances shall be settled in accordance with the procedures set forth in Articles 7 and 8 hereof.

**9:02** It is further agreed that the Union shall not sanction or consent to any strikes, stoppages of work or slowdowns, and that if any employee should engage in any strikes, stoppage of work or slowdown without authority or consent of the Union, the Union shall instruct the employee to return to work and perform his duties properly and to resort to the procedure set forth in Articles 7 and 8 hereof for the settlement of any dispute or grievance.

### **Article 10 Seniority**

**10:01** Seniority shall be defined as an employee's accumulated hours of work calculated from the date that the employee last entered the service of the Employer.

**10:02** Seniority shall continue to accrue if an employee:

- (a) Is on paid vacation;
- (b) Is on paid leave due to illness or injury;
- (c) Is on approved leave of absence up to thirty (30) working days in one (1) year;
- (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.

**10:03** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance, and seniority. Where ability and work performance are equal, seniority shall be the determining factor.

**10:04** Seniority will terminate if an employee:

- (a) Resigns;

- (b) Is discharged and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off for more than twelve (12) consecutive months;
- (d) If an employee is still in receipt of benefits from the Workers Compensation Board after one (1) calendar year, their seniority will be frozen and will not accrue past the one (1) year.
- (e) Fails to report for work as scheduled at the end of a leave of absence, vacation or suspension without a satisfactory explanation to the employer.

**10:05** Seniority will be retained but will not accrue if an employee is laid off for less than twelve (12) consecutive months.

**10:06** The Employer shall furnish to the Union in January of each year a seniority list showing the accumulated regular hours of service, classification and date of hire of all employees coming under the terms of this Agreement.

### **Article 11    Layoffs**

**11:01** Whereby by reason of a shortage of work or funds or the abolition of a position or material changes in duties or organization, the employing authority decides that a layoff(s) is necessary, within Tamarack Rehab Inc., the employing authority shall determine the classification(s) from which the layoff(s) is to take place.

**11:02** Where the layoff of regular part-time or full-time employees is being considered, the Employer will notify the Union, in writing, the particulars of the layoffs within forty (40) calendar days, of the proposed layoffs. The Employer and the Union will meet to discuss the alternatives available prior to any layoffs taking effect.

**11:03** For the purpose of this Article, the classifications within the authority of the Employer. and that come under the conditions of this Agreement are:

- (a) Counsellors, and
  - (b) Residential Care Worker (RCW).
- 11:04** Where the layoff(s) of term employees is necessary, and the layoff(s) occurs at the end of a specific term of employment or after completion of a job for which the employee was specifically employed no notice of layoff is required.
- 11:05** Where the layoff(s) of employee(s) is necessary other than as outlined in Article 11:04, the following will apply: **Two (2) weeks' notice will be provided to all employees or pay in lieu of notice will be applicable.**
- 11:06** Where employees have been laid off the Employer shall not use casual employees to do the work of the laid off employees except:
- (a) Where the laid off employees are not able and/or available to work, and
  - (b) In emergency situations.
- 11:07** In the event of a layoff the Employer shall reduce staff in the reverse order of classification seniority.
- 11:08**
- (a) Any permanent employee who is subject to layoff may bump within their classification the most junior employee from the equivalent or lower pay grade for which they possess the minimum requirements and the ability to perform the job.
  - (b) An employee who is bumped under this Article will be given a layoff notice and the provisions of this Article shall apply.
  - (c) An employee who receives a layoff notice may, within seven (7) calendar days of receipt of such notice, exercise their right to displace another junior employee by providing written notification to the Executive Director of such intent.
  - (d) An employee who fails to exercise their right within the time limits stated above, shall be laid off and placed on the recall list.



- (e) An employee who is recalled to work shall be credited with the seniority they had at the time of layoff.
- (f) Employees who are laid off or bumped shall retain recall rights to a position within their classification for a period of twelve (12) months from the date of the layoff or bump.
- (g) Full-time employees who are laid off may bump a part-time employee in their same job classification. On transfer to part-time status such employees will be credited with their accumulated full-time seniority.

- 11:09** An employee shall be recalled to another available vacancy in their job classification in an equal or lower paying grade in order of bargaining unit seniority.
- 11:10** The Employer shall notify employees of recall by registered mail addressed to the last address on record with the Employer. Notification shall be deemed to have been received on receipt of the return portion of the registered mail card by Employer. (Not to exceed ten [10] days from the date on which the registered letter was sent). The notification letter shall state the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- 11:11** Laid off employees will not accrue or be entitled to any benefits under this Agreement with the exception of recall rights and continuation of insured benefits the employee was participating in immediately prior to layoff for a period of twelve (12) policy months following the layoff. The employee must make arrangements with the Employer for the prepayment of the cost of premiums to ensure continuing coverage.
- 11:12** An employee who refuses a recall to their former position will be removed from the recall list and shall be considered to have terminated their employment.

- 11:13** Employees whose services are terminated as a result of a permanent layoff, shall be paid severance pay in **accordance with Manitoba Employment Standards**.
- 11:14** The maximum amount of severance pay shall not exceed eight (8) weeks' pay.

### **Article 12 Job Vacancy**

- 12:01** Should a vacancy occur or a new position be created within the scope of this Agreement, the vacancy and/or new position shall be posted on the bulletin board for a minimum of seven (7) calendar days. The job posting shall state date of posting, the job description, required qualifications, the rate of pay, current hours of work (including shifts, days off, break periods) and the closing date for receiving applications. All applications for posted positions shall be in writing to the Executive Director. A copy of each job posting shall be submitted to the Union immediately following the posting. The Union shall, on request, be informed, in writing, of the names and seniority of all applicants.
- 12:02** An employee who is to be absent for five (5) days or more shall have the privilege of submitting an application for any vacancy that may occur during such absence. Such application will be considered on the same basis as all other applicants.
- Separate applications for each position desired must be submitted.  
Applications will include position applied for, shift and department preferred.
- Employees scheduled to work at the time position vacancies are posted will be required to submit an application in the normal manner as outlined in this Article.
- 12:03** The Employer shall not be precluded from advertising outside the premises.

### Article 13 Hours of Work

**13:01** The hours of work for all full time employees covered by this Agreement shall be thirty-seven and one-half (37 ½) hours per week with the exception of those employed as Residential Care Workers, and Administration who shall work forty (40) hours per week.

**13:02** Normal daily hours for those working thirty-seven and one-half (37 ½) hours per week shall be seven and one-half (7 ½) hours and for those working forty (40) hours per week normal daily hours shall be eight (8) hours. These hours are exclusive of meal breaks.

**13:03** Regular hours of work for permanent full-time employees will be as noted below:

Rehabilitation and Intake Rehabilitation Counsellors      37 ½ hours per week.

Residential Care Workers (RCW)      40 hours per week.

Equivalent Full-time Positions are:

	EFP	Counsellors/Intake	Residential Care Workers
	<u>Point</u>	<u>Hours</u>	<u>Hours</u>
Permanent Full Time	1.0	37 ½	40
Permanent Part Time	.9	33.3	36
	.8	29.6	32
	.7	25.9	28
	.6	22.2	24
Casual	.5	18.5	20
	.4	14.8	16

	.3	11.1	12
	.2	7.4	8
	.1	3.7	4

**13:04** Regular hours of work as defined in Article 13:03 shall:

- (a) Include a paid rest period of fifteen (15) minutes, to be scheduled by the Employer during each half of each full shift. An employee working four (4) hours or less shall be entitled to one (1) fifteen (15) minute paid break. Employees wishing to take an additional break of thirty (30) or sixty (60) minutes for lunch may do so by arrangement with the Executive Director. In doing so, the employee agrees to extend their total work hours by the equivalent number of minutes taken for lunch.

**13:05** The shift commencing at or about midnight shall be considered the first shift of each working day. No employee shall be scheduled to start their next shift with **eight (8)** hours from the end of their previous shift without mutual consent. If the employee does agree to start another shift within the **eight** hour period they shall be paid overtime for the duration of the second shift.

**13:06** Shift scheduled for a period of not less than two (2) weeks shall be posted at least one (1) week before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the mutual consent of the Employer and the employee concerned.

**13:07** 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 employee's immediate supervisor and shall not result in overtime costs to the Facility.

**13:08** No employee will be required to work a split shift.

- 13:09** Where additional hours of work become available due to vacations, sick leave, etc., and the position requires replacement, the Employer will offer the hours to the current part-time employees based on classification and seniority, if the offered hours do not bring the employee into an overtime position.
- 13:10** **An employee may request time off without pay or a leave of absence without pay from the facility. This must be in writing at a minimum of two (2) weeks before the scheduled leave is due to commence and must include a return to work date. The Employer reserves the right to deny the leave of absence or time off without pay.**
- 13:11** **An employee on an approved leave of absence must report to work on the mutually agreed upon date of return as outlined in Article 13:10. Should they not return at this date, or has not communicated with the Employer, the employee shall be considered to have abandoned their position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.**

#### **Article 14 Overtime**

- 14:01** Overtime shall be all time authorized and required by the Employer or member of the management team to be worked in excess of regular full-time daily or weekly hours in accordance with Articles 13:01 and 13:02.. However, overtime shall not be payable for occasional periods of less than ten (10) minutes.
- 14:02** Overtime shall be compensated by paying the employee for all hours worked at one and one-half times (1½x) their regular rate of pay.
- 14:03** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 14:04** Employees who are required to attend training sessions who have finished their last shift within eight (8) hours of the scheduled start of the training,

shall be given the option to take the training on a different day if possible, or paid overtime for the entire training session at the applicable overtime rates.

### **Article 15 Call-Out**

**15:01** An employee, if called back to work, by a member of the Management Team **or their direct supervisor** shall be compensated for the work, a minimum of three (3) hours' pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours.

### **Article 16 Annual Vacation**

**16:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending March 31 of the next year.

**16:02** For the purposes of this Article, "working day" shall mean the applicable weekly hours of work as defined in Article 13:02 divided by five (5).

**16:03** This Article is only applicable to employees hired prior to October 1, 2011:

Employees shall earn vacation leave credits on the following basis:

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

the year in which ten (10) years of service are completed and yearly thereafter;

- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 ½) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

**16:04** This clause is only applicable to employees hired after October 1, 2011:

Employees shall earn paid vacation leave credits on the following basis:

- (a) From month one (1) to month forty-eight (48) (four [4] years), beginning from the date of hire, employees earn vacation credits at the rate of one and one quarter days (1 ¼) paid days per complete month of service. Employees are entitled to use their earned vacation credits in the fiscal year that follows their date of hire (i.e., April 1 after they are hired) and yearly from April 1 thereafter.
- (b) From month forty-nine (49) to month one hundred and eight (108) (four [4] to nine [9] years) vacation credits will accrue at a rate of one and two-thirds (1 2/3) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.
- (c) From month one hundred and nine (109) to month two hundred and twenty-eight (228) (nine [9] to nineteen [19] years) vacation credits will accrue at a rate of two and one twelfth (2 1/12) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.
- (d) From month two hundred twenty-nine (229) (nineteen [19] years and one [1] month) and thereafter, vacation credits will accrue at a rate of two and one-half (2 ½) paid days per complete month of service to be used in the subsequent fiscal year (i.e., from April 1) and yearly thereafter.

- 16:05** The Employer reserves the right to limit the length of a vacation request due to operational requirements.
- 16:06** The vacation schedule shall be posted by May 1. The allocation of vacation dates shall be decided by the Employer, according to its operational requirements, taking seniority into account wherever possible. Any changes in the vacation schedule shall require the written consent of the Employer and the affected employees.
- 16:07** No employee shall be required to take a split vacation, however, an employee may choose to split his vacation as often as desired provided that a split is for not less than five (5) days.
- 16:08** If an employee is hospitalized due to accident or illness during his vacation and can provide medical proof of same, the Employer may grant sick leave to cover the period of hospitalization. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually satisfactory to the employee and the Employer.
- 16:09** Any holiday time or banked time not used before the end of the fiscal year (i.e. March 31), will be paid out at the employee's current hourly rate, in the last pay period of the same fiscal year.

### **Article 17    General Holidays**

- 17:01** The following days shall be recognized general holidays:

New Year's Day	Terry Fox Day
Louis Riel Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Any other holiday proclaimed by Federal or Provincial Statute.	



- 17:02** (a) Specific client programming is not facilitated on statutory holidays (or days that are designated in lieu of statutory holidays). Therefore, Counselling/Intake and RCW Coordinator/Daytime RCW staff will take the stat day (or government directed day in lieu of the stat) off with pay when it falls.
- (b) Should one (1) of the above named holidays fall on a permanent Evening/Overnight RCW's scheduled day off, he shall be paid statutory holiday pay for that day.
- (c) Should one of the above named holidays fall during a paid vacation the employee shall be paid statutory holiday pay for the day. The vacation day will be re-credited to the employee's vacation bank.
- (d) Should the RCW Coordinator, after exhausting all other RCW coverage, be required to cover a shift outside their regular day time hours of work, they will be compensated for their time at the overtime rate.
- 17:03** (a) A full time employee required to work on any general holiday when it is the employee's regularly scheduled working day shall in addition to the regular pay, be compensated at the rate of one and one half times (1 ½) for all regular hours worked on the holiday.
- (b) General holiday pay shall be prorated for part time employees.
- 17:04** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) Did not fail to report to work on the holiday when scheduled, without reasonable excuse; or
- (b) Did not fail to work any part of the shift immediately before or immediately after the holiday, as scheduled, without reasonable excuse.

**Article 18 Sick Leave**

- 18:01** For the purposes of this Article, the words “working day” shall mean the applicable regular hours of work.
- 18:02** All full time employees who have served their six (6) month probation period shall be provided with ten (10) sick days (equivalent total hours\*) at April 1<sup>st</sup> of each year to be used as required during that year to March 31<sup>st</sup>. This amount shall be prorated for employees that are eligible for benefits (.8 & .9 FTE) – see Article 34:01 (e.g. a .8 FTE will receive eight (8) days per year). The amount will be pro-rated if the probationary period is completed after April 1<sup>st</sup> at the rate of .83 days per remaining month to March 31<sup>st</sup> for full time employees. The amount renews on April 1<sup>st</sup> of the following year and no unused credits are carried over. \*Eighty (80) hours for full time employees whose hours total 80 per pay period and seventy five (75) hours for full time employees whose hours total 75 per pay period.
- 18:03** An employee’s sick leave credits shall be reduced by the amount of sick leave paid by the Employer based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 18:04** On the first day of absence due to illness, the employee shall so inform the Employer within two (2) hours of the commencement of his regularly scheduled shift.
- 18:05** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days may be required to furnish a medical certificate, when requested by the Employer.
- 18:06** Employees are expected to arrange for medical or dental appointments outside of regular working hours, however, where necessary time off for medical and dental examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection benefits.

- 18:07** An employee may use up to ten (10) days **of their** sick leave in any one calendar year for sudden illness of a spouse, parent, or child.
- 18:08** The parties agree that there shall be no cash-out of unused sick leave upon termination of employment.

### **Article 19 Bereavement Leave**

- 19:01** An employee shall be entitled to bereavement leave of four (4) working days without loss of salary in the event of the death of a member of an employee's immediate family.
- 19:02** For purposes of granting bereavement leave, immediate family is defined as father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, child, step-child, grandchild, mother-in-law, father-in-law, ward of the employee, relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19:03** An employee who is entitled to bereavement leave under Articles 19:01 and 19:04 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 19:04** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and first cousins.
- 19:05** Provided an employee has not received bereavement leave for the death in question an employee shall be entitled to bereavement leave of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 19:06** An employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

## **Article 20 Leave for the Birth of a Child**

**20:01** An employee shall be granted two (2) days' leave with pay to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be commenced on the day of or the day following the birth of their child, or the day of the employee's spouse's admission to, or discharge from the hospital.

## **Article 21 Maternity Leave**

**21:01** An employee who qualifies for maternity leave may apply for such leave in accordance with the following.

**21:02** In order to qualify for maternity leave, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer; and
- (b) Submit to the Employer an application for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

**21:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 21:02 (c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 21:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

(c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**21:04** Sections 34 (1.1) through 34 (1.9) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

**21:05** An employee who has been granted maternity leave will be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her **existing** accumulated sick leave:

(a) In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or

(b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.

**21:06** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation.

## **Article 22 Adoptive Parent Leave**

**22:01** Upon written request to the Employer, an employee who is adopting a child may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of the adoption.

**22:02** An employee shall be granted one (1) day’s leave with pay to attend to needs directly related to the adoption of the employee’s child. At the employee’s option, such leave shall be granted on the day of, or the day following the adoption.

## Article 23 Parental Leave

- 23:01** In order to qualify for parental leave, an employee must:
- (a) Be the natural mother of a child; or
  - (b) Be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (c) Adopt a child under the law of a province.; or
  - (d) Be a partner in a same sex relationship who assumes care and custody of a child.
- 23:02** An employee who qualifies under Article 23:01 must:
- (a) Have completed seven (7) continuous months of employment; and
  - (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 23:03** An employee who qualifies in accordance with Articles 23:01 and 23:02 is entitled to parental leave without pay for up to sixty-three (63) weeks and may continue after the maternity leave with the total duration of the maternity and parental leaves not to exceed eighty (80) weeks. Upon return, the employee will be reinstated in their former or comparable position..
- 23:04** Subject to Article 23:05, parental leave must commence no later than eighty (80) weeks after the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 23:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

## **Article 24 Court Leave**

- 24:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Employer.
- 24:02** Should an employee be summoned or subpoenaed for matters occasioned by the employee's work during off duty hours or vacation time, the employee shall receive applicable overtime rates in accordance with Article 14 of this Agreement.

## **Article 25 Compassionate Care Leave**

- 25:01** An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
  - (b) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - (c) An employee may take up to twenty-eight (28) weeks of leave to provide care or support to a seriously ill family member as outlined and required by Manitoba legislation. No period of leave may be less than one (1) week's duration. This agreement will reflect the most current legislation regarding Compassionate Care Leave.
  - (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
    - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (A) The day the certificate is issued, or
  - (B) If the leave was begun before the certificate was issued, the day the leave began; and
- (ii) The family member requires the care or support of one or more family members.
  - (iii) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
- (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a spouse or common-law partner of the parent;
  - (iv) Any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Article, and where the employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to end the backfill scheduled to cover the anticipated absence without additional cost.
- (g) In the event that the death of a family member occurs during this period of leave, compassionate care leave ceases immediately and the employee shall be eligible for bereavement leave as outlined in Article 19.
- (h) Seniority will accrue.



## **Article 26 Domestic Violence Leave**

**26:01** In accordance with The Employment Standards Code, an employee who is a victim of domestic violence is entitled to the following periods of leave per year:

- (a) Leave up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period.
- (b) Leave up to seventeen (17) weeks to be taken in one continuous period.

For either (a) or (b) above, five (5) days are paid leave, at the designation of the employee when requesting the leave.

**26:02** An employee is eligible for domestic violence leave for any of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
- (b) To obtain services from a victim services organization.
- (c) To obtain psychological or other professional counselling.
- (d) To relocate temporarily or permanently.
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

## **Article 27 Suspension and Termination of Employment**

**27:01** Any employee may terminate his employment by giving to the Employer a written notice of his intention to terminate two (2) calendar weeks prior to the date of termination.

**27:02** Where two (2) weeks written notice has been given, the Employer shall make available, **on the next scheduled pay day** after termination, all amounts due

to terminated employees, including unpaid earnings and pay in lieu of earned and unused vacation entitlement.

- 27:03** Employment may be terminated with lesser notice:
- (a) By mutual agreement between the Employer and employee;
  - (b) During the probationary period of a new employee.
  - (c) **If the employee screening process as mandated and conducted by Corrections Services Canada/Contract Security Program (CSC/CSP), indicates that the employee may not work with the CSC clients at Tamarack Recovery Centre.**
- 27:04** An employee who has completed his probationary period shall not be disciplined or dismissed except for just cause.
- 27:05** On termination or dismissal, an employee shall forthwith return to the Employer all property of the Employer in his possession or be liable for replacement cost of same.

#### **Article 28 Transportation Allowance**

- 28:01** An employee directed by the Employer to leave the premises for emergencies, shopping and other work-related errands shall be reimbursed for actual taxicab fare or, at the discretion of the employee, shall be paid a mileage allowance as per the following:
- Where an employee is required to use their personal vehicle for business that employee will be reimbursed on a per kilometer rate equal to the Government Employee's Master Agreement rate amended from time to time. Effective date of signing the rate will be forty-five (\$0.45) per kilometre.

#### **Article 29 Wages, Increments and Pay Days**

- 29:01** Employees shall be paid the hourly rates of pay shown in the Salary Schedule.

- 29:02** When a general holiday falls on a pay day, all employees shall be paid on the previous regular working day.
- 29:03** Each employee shall **receive their regular pay on the scheduled payroll deposit day, which may occur while they are on vacation.**
- 29:04** **It is the responsibility of the employee to bring any wage/benefit related concerns to the Employer in a timely manner and within two (2) months of the pay period in question. It is the Employer's right to address or deny any concerns brought after that date.**

### **Article 30 Labour/Management Committee**

- 30:01** The Employer and the Union agree to cooperate in the operation of the joint Staff Management Committee. This Committee shall be composed of the Executive Director, a Counsellor and an Attendant. The objects of this Committee shall be:
- (a) To provide further understanding and confidence between staff and management; and
  - (b) To promote the efficient operation of the facility; and
  - (c) To promote a high quality of service to the clients of the facility.

### **Article 31 Employee Evaluation**

- 31:01** Performance appraisals take place during probation, annually at the anniversary date of employment, and at such other times as may be required by the Employer.
- 31:02** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place comments on the form where such space is provided or to append comments to the form where no space is

provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

### **Article 32 Employee Files**

- 32:01** Upon the written request of an employee, the personnel file of that employee shall be made available for the employee's full examination within a reasonable period of time. Such examination shall be in the presence of the Executive Director. The employee, at the employee's option, may have a representative present.
- 32:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

### **Article 33 Residential Care Worker Meetings**

- 33:01** It is recognized that the Residential Care Worker (RCW) staff work alone on each shift. To ensure that they receive the most up to date information regarding clients, policy and procedure, communications systems are in place via email, written reports and client information charts. In addition the appointed RCW Coordinator will help to maintain communication between the Management Team and all RCW staff. A **twice**-yearly meeting will be scheduled for all RCW staff and the Executive Director and meetings with the Executive Director can be scheduled by individual RCW staff to take place when needed and at a mutually convenient time for both individuals.
- 33:02** Attendances for Residential Care Workers (RCW) at the **twice**-yearly meeting may be required by the Employer. RCW's will receive remuneration at straight time or overtime at applicable rates if the employee has exceeded the daily or weekly hours of work.

### **Article 34 Benefits Plans**

- 34:01** All permanent employees holding a point eight (.8) equivalent full time position or greater are entitled to health benefits after three (3) months full-

time service. The Employer shall pay one hundred percent (100%) of the premiums for the Group Health Plan No. 59828 for all permanent employees holding a point eight (.8) equivalent full time position or greater, except for the premiums for the Long Term Disability Plan which shall be paid by employees. An employee who is off work on Long Term Disability will be given the option to pay their own premiums should they wish to maintain their health benefits while on LTD.

**34:02** The Employer shall maintain the dental and drug coverage and the long-term disability plan and extended health benefits as listed in the current CSBT Policy No 59828 for the life of the Agreement.

**34:03** The current plan (up to May, 2017) includes:

<b>Dental Coverage</b>	80% Basic and Supplementary, 50% Dentures and Major, to a combined maximum of \$1,500
<b>Drugs</b>	80%
<b>Long Term Disability</b>	66.7% of up to \$4,000., 119 days waiting period, 2 years own occupation
<b>Professional Services</b> (such as Chiropractor, Massage Therapist, Physiotherapist, Psychologist)	\$500 per year
<b>Private Duty Nursing</b>	\$10,000
<b>Hearing Aids</b>	\$500
<b>Orthotics</b>	\$400 per 3 years
<b>Hospital</b>	Semi-private

**Travel Health**

Emergencies	100% to \$5,000,000
Non Emergencies	50% up to \$3,000. every 3 years

**Emergency Travel Assistance**

100%

**Health for Life**

Health Library

**Counselling**

4 - 6 hours and online courses

**Life Insurance**

2x salary up to \$200,00

Spouse \$10,000

Child \$5,000

**Survivor Benefit**

Extended Health Care and Dental Care

**Accidental Death and Dismemberment****Article 35 Safety and Health**

- 35:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees, and the Union.
- 35:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will make every reasonable effort to ensure that all reasonable precautions are taken.
- 35:03** The Union will make every reasonable effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

- 35:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect her/his safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 35:05** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 35:06** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.
- (b) The supervisor upon being notified under (a) above, shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The Health and Safety Coordinator in the workplace may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact the Workplace Safety and Health Branch without delay.
- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee will be temporarily reassigned to perform other work duties.
- 35:07** Where an employee has refused to perform work in accordance with Article 35:06 no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal.
- 35:08** 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 Articles 35:05 and 35:06.

- 35:09** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Article 35:06; and
  - (b) Refused to work or continue to work under the conditions described under Article 35:06 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 35:10** Where an employee willfully take unfair advantage of the provisions described in Article 35:06, the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 36 Shift Premium**

- 36:01** The shift premium for the overnight worker will be one dollar and fifty cents (\$1.50) per hour. The night shift is defined as any shift in which the majority of hours worked occurs between 12:00 a.m. to 8:00 a.m. the following morning.

### **Article 37 Stewards Rights**

- 37:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 37:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 37:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 37:04** The Union agrees to provide the Employer with a list of stewards and any subsequent changes.



- 37:05** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 37:06** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor or in the absence of the immediate supervisor, or the Executive Director before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 37:07** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) or Executive Director for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s) or Executive Director.
- 37:08** Stewards and employees shall not conduct union business during their working time except as provided in Article 38:07.

### **Article 38 Discipline**


- 38:01** An employee shall only be disciplined for just cause. **This includes not adhering to the requirements as outlined in the Tamarack Recovery Centre's Employee Policies.**
- 38:02** An investigation meeting shall be held with an employee prior to making a determination to discipline an employee. The Employer shall notify the employee that the meeting may lead to disciplinary action, and that union representation may be required.
- 38:03** A minimum of seventy-two (72) hours advance notice shall be provided to an employee requested to attend an investigation meeting that may lead to discipline. If less notice is required it will be on the basis of the safety and health of staff and clients.

- 38:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 38:05** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

IN WITNESS WHEREOF a representative of Tamarack Rehab Inc. has set their hand for and on behalf of Tamarack Rehab Inc., and a 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 21<sup>st</sup> day of September, 2023.

  
On behalf of Tamarack Rehab Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

## Appendix "A"

### Exclusion List

The following positions within Tamarack Rehab Inc. shall be excluded from the terms of this Agreement:

1. Executive Director
2. Operations Manager
3. Clinical Supervisor and any future Supervisor that has hiring, firing and evaluation responsibilities
4. Employees hired specifically under a Government Employment Training Program of a temporary nature.

## Memorandum of Agreement

*between*

**Tamarack Rehab Inc.**

*and*

**Manitoba Government and General Employees' Union**

### **Re: Infectious Disease/Public Health Emergency**

---

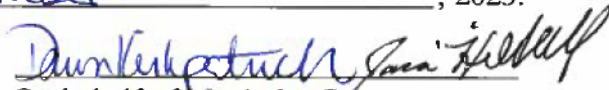
In the event of a pandemic, or public health emergency the following terms and conditions shall apply and will override the terms and conditions of the contract:

1. Should the Employer deem an employee unsafe to enter or continue working at a specified worksite due to concerns over travel, perceived illness, or contact with any person who has become ill, and is not required by provincial health to self isolate, such employee shall be paid administration leave by the Employer, which shall not be deducted from any of the employees sick leave, vacation, overtime, or comp time banks. The administration pay provided under this memorandum shall only be applied when the employee is directed by the Employer not to enter the workplace.
2. Should any employee develop symptoms relating to an infectious disease that is identified by public health **as related to a current pandemic** no such employee shall be required to produce a medical certificate documenting their illness.
3. Should any employee go for testing relating to concerns over an infectious disease **as related to a current pandemic** where they have developed symptoms and have not been directed by management to take such a test the employee shall utilize any remaining sick leave, vacation, or overtime credits.

4. Once the results of the test are known by the employee, such results shall be shared with the Employer only to demonstrate that the employee has been tested and is safe to return to the workplace.
5. The Employer shall ensure all recommendations issued by public health are adhered to including any personal protective equipment to safely provide services.
6. The Employer must offer work to an employee furloughed or laid off for reasons related to infectious disease **as related to a current pandemic**. A re-employment obligation exists if the Employer needs employees within twelve (12) months of the end of the employment relationship, for the same or similar duties that the employee had been doing when work becomes available.
7. Should an employee's child, spouse, or parent in which the employee is the direct care provider become ill **with an infectious disease as related to a current pandemic**, and required to self isolate the employee shall be able to access family leave, sick time, vacation credits for the duration of time the family member is required to isolate A medical note shall not be required for such leave.

Signed this 21<sup>st</sup> day of September, 2023.

  
On behalf of Tamarack Rehab Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

**Letter of Intent**

*between*

**Tamarack Rehab Inc.**

*and*

**Manitoba Government and General Employees' Union**

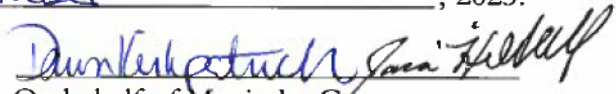
**Re: Tamarack 24/7 Facility**

---

Tamarack is a 24/7 facility and as such requires at least one staff member being present at all times. Should an RCW be unable to work their assigned shift, they will work through the Tamarack staff call list in the order that it is outlined and it is expected that all staff will make themselves available to cover a shift when asked if at all possible.

Signed this 21<sup>st</sup> day of September, 2023.

  
On behalf of Tamarack Rehab Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

## Salary Schedule

Years' of service in current classification from Apr.1 <sup>st</sup> -March 31 <sup>st</sup> of contract year	Position					
	RCW	RCW Admin/ RCW Coordinator	Case Management / Group Facilitator	Aftercare Counsellor RCW	Counsellor from:	Counsellor to:
13	21.07	23.64	23.64	26.14	26.14	35.12
12	20.65	23.17	23.17	25.63	25.63	34.43
11	20.25	22.72	22.72	25.12	25.12	33.75
10	19.85	22.27	22.27	24.63	24.63	33.09
9	19.46	21.84	21.84	24.15	24.15	32.44
8	19.08	21.41	21.41	23.67	23.67	31.81
7	18.71	20.99	20.99	23.21	23.21	31.18
6	18.34	20.58	20.58	22.76	22.76	30.57
5	17.98	20.17	20.17	22.31	22.31	29.97
4	17.63	19.78	19.78	21.87	21.87	29.38
3	17.28	19.39	19.39	21.44	21.44	28.81
2	16.94	19.00	19.00	21.02	21.02	28.24
1	16.61	18.64	18.64	20.61	20.61	27.69