

Collective Agreement

Diagnostic Services of Manitoba Inc. (DSM), Facility Support

and

Manitoba Government and General Employee's Union

Locals 373, 387 and 391

April 1, 2012 to March 31, 2017

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made this _____ day of _____, 2016

between

DSM Facility Support

(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 negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, wellbeing, security and efficiency of all employees covered by the terms of this agreement.

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 specific certificate number

MLB-6593, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

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 services; 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 the rights of employees, and to 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** Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work).
- 3:03** Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work), on a regular and recurring basis.
- 3:04** A "term position" shall be for a specific time period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of fifty-four (54) 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 employees may apply for the term position. Any additional hours occurring as a result of filling the term position, shall be offered to part-time employees in accordance with Article 20:01. Upon completion of the original term position, the employee shall be returned to their former position.

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 a maximum of twenty-four (24) hours notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

Where the Employer determines that staff are to be replaced during periods of less than three (3) months, Articles 20:01 and 17:04 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 her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11:02, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

A term employee who applies for and is awarded a permanent position prior to the end of her period of term employment, shall have her service connected for seniority purposes.

A term employee who applies for and is awarded a term position prior to the end of her period of term employment, shall have her service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of the expiry of the original term position.

- 3:05** All new full-time employees shall be on probation for three (3) calendar months with a provision for an extension for an additional three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the date of their employment. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees and after the first four (4) calendar months for part-time employees and discussed with the affected employee.
- 3:06** Casual Employee - means an employee who is occasionally called in by the Employer to replace a full-time or part-time employee, or to supplement regular staff coverage in situations of unforeseen staff shortages. The terms of this Collective Agreement shall not apply to casual employees except as specified hereinafter.
- (a) A Casual employee shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly period.
 - (b) A Casual employee will be paid in accordance with the salaries specified in Schedule "A". Increments will be earned in accordance with the number of hours worked.
 - (c) A Casual employee shall be entitled to shift premium(s) as outlined in Article 18.
 - (d) A Casual employee required to work on a recognized holiday shall be paid at the rate of time and one half (1.5x) their basic rate of pay.
 - (e) A Casual employee shall be entitled to compensation for overtime worked in accordance with Article 13:01 and 13:02.

- (f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment.
- (g) In the event that no payment is made during a pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) Articles 6 and 7 herein apply only with respect to the terms of Article 3:06.
- (i) A Casual employee will be paid four-point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each pay cheque.
- (j) A Casual employees shall accrue seniority on the basis of all regular hours worked for the sole purpose of attaining a permanent position or a term position, subject to Article 9. Such casual seniority will not take priority over full-time or part-time employee seniority. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

3:07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

3:08 The term “Employer” shall mean Diagnostic Services of Manitoba Inc. – Westman Laboratory Site.

3:09 The term “Union” shall mean the Manitoba Government and General Employees’ Union (Health Care Support Services), as per Manitoba Labour Board Certificate No. MLB-6593.

3:10 The term “promotion” shall mean a change from one pay grade/classification to another pay grade/classification with a higher maximum rate of pay.

3:11 The term “demotion” shall mean a change from one pay grade/classification to another pay grade/classification with a lower maximum rate of pay.

- 3:12 The term “transfer” shall mean a change from one pay grade/classification to another pay grade/classification with the same maximum rate of pay.
- 3:13 Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.
- 3:14 A full time or part time employee who resigns and who within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.
- 3:15 **“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 pre-retirement 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 **all earnings negotiated under the terms of the Collective Agreement and includes regular wages, overtime, shift and call out premiums, retroactive pay, sick leave, vacation pay and any or all other forms of income from** 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 (a)** 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 the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location, and home address, the employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.

- (b) This information may only be used by the Union for the purpose of communicating with its members.**
- (c) The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with FIPPA.**

- 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 Union will provide the Employer with Union membership application forms. The Employer shall distribute said application forms within its employment process and advise new employees that they must be a member of the Union to work in the facility. The new employee will be directed to fill out the form and give it to the Union's designated officer at the facility.

4:07 The Union representative or designate shall have up to fifteen (15) minutes either at a time mutually agreeable with the Employer, or up to thirty (30) minutes at the facility orientation sessions, to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 5 Technological Change

5:01 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and 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 her job as a result of the technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If

there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with lay-off 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 operations 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 facility 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 accordance with this provision, 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 the interpretation, application or alleged violation of the Agreement.
- 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** Union representatives at the facility, 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 the

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 employee shall attempt to resolve the dispute with their immediate Supervisor who is outside the bargaining unit.

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 Lab Manager.

Step 2

6:06 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 Chief Administrative Officer or designate. The Chief Administrative Officer, or designate, shall render a written decision within ten (10) calendar days of receiving the grievance.

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 dismissal, suspension or demotion shall be submitted at Step 2.

Article 7 Arbitration Procedure

7:01 Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within thirty (30) calendar 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 act as 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 Sole Arbitrator or the Arbitration Board 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 Sole Arbitrator or the decision of the majority 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 Sole Arbitrator or the Board shall be final, binding and enforceable on all parties.
- 7:08** Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Sole Arbitrator or the Board either party may apply to the Sole Arbitrator or the Chairperson of the Board of Arbitration to reconvene. Within ten (10) calendar days the Sole Arbitrator or the Board of Arbitration shall reconvene to clarify the decision.
- 7:09** Each party shall pay:
- (a) One-half (1/2) the fees and expenses of the Sole Arbitrator or the Chairperson.
 - (b) The fees and expenses of the Nominee it appoints.

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 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 to the last time her name appears on the payroll.

8:02 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 duration. In the event that the unpaid leave is in excess of four (4) weeks, accrual of these benefits shall cease effective the commencement of such leave;
- (d) Workers Compensation up to two (2) years.

8:03 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.

8:04 Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks, except those referenced in Article 8:04 (e);
- (e) Is on an unpaid leave of absence due to an injury or illness which may be compensable by Workers Compensation, M.P.I. or D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out-of-scope position;
- (h) Is on an approved educational leave of absence up to two (2) years.

8:05 Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks, except those referenced in Article 8:05 (b);
- (b) Is on an unpaid leave of absence due to an injury or illness which may be compensable by Workers Compensation, M.P.I. 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 a trial period of an out-of-scope position;
 - (e) Is in a term in an out-of-scope position;
 - (f) Is on an educational leave of absence in excess of two (2) years.
- 8:06** (a) A seniority roster of all employees, indicating the total seniority hours since the date of entry into the service of the Employer, shall be prepared by the Employer at an effective date of the end of the last pay period of the calendar year. This roster will be posted on the employees' bulletin board no later than February 1st of each year. This roster shall be open for corrections for a period of twenty (20) calendar days from the date of initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) calendar days, the above seniority list, as corrected within such twenty (20) calendar days, shall be considered to be the accurate list and shall not be subject to further changes until the next posting.
- (b) A seniority list shall be distributed, upon written request, to the local Union Representative on a semi-annual basis.

Article 9 Vacancies, Promotions and Transfers

- 9:01** Vacant positions which fall within the scope of this Agreement shall be posted in the workplace for a period of at least seven (7) calendar days. Such posting shall be numbered, state required qualifications, hours of work and wage rate. The Employer also agrees to provide the Local Union President with a copy of all such postings. The Union shall, upon request, be informed in writing of the names and seniority of the applicants. When a position becomes vacant and the Employer chooses not to fill the vacancy, the

Employer shall notify the Union. The Union shall be informed in writing of the name of the successful applicant.

9:02 An employee on vacation when a vacancy occurs shall be considered for the posted position provided she submits the prescribed application form to the Employer on the first day of her return.

9:03 All promotions and voluntary transfers are subject to a three (3) month trial period (six (6) months for part-time employees), and if an employee is found by the Employer to be unsatisfactory in her new position or if she wishes to revert voluntarily to her former position, during this trial period, she shall be returned to her former position at her previous increment step, with increments as may have been applicable as per Article 17:01 and 20:09 during the trial period and 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. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

Voluntary transfers within the same department, as determined by the Employer, and/or within the same classification, shall not be subject to a trial period. In these circumstances, an employee who wishes to revert to her former position shall be done so at the discretion of the Employer.

9:04 When an employee is promoted, their new and future salary will be determined as follows:

- (a) The new salary will be the rate of her new job title which is at least the next higher to her rate on her former job title.
- (b) Subject to Article 17:03, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours, in the new position worked, as per Schedule "A" and Article 12.

9:05 Where an employee is voluntarily demoted from a position in a higher grade to a position in a lower grade, she shall be placed on the same increment step of the lower graded position.

The employee will be entitled to their next increment increase after working 1,950 or 1,885 hours from their last increment.

Where an employee is involuntarily demoted from a position in a higher grade to a position in a lower grade, they she shall be placed on the increment step of the lower graded position which is closest to, but not higher than, her present rate of pay.

9:06 New employees with less than six (6) months service in a given position with the Employer will be eligible for promotion or transfer solely at the discretion of the Employer.

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 by personal service or registered mail 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 classification. When reducing staff, senior employees may exercise their seniority to displace a less senior employee in an equivalent or lower grade 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 9:01 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 paid occupational classification 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 his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- 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 8:03 (d).
- 10:08** **Reduction of Hours/Deletion of an Occupied Position**
- (a) In the event that an employee has her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks' notice or four (4) weeks' pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
 - (b) Employees whose hours of work have been reduced or whose position has been deleted, shall be entitled to exercise their seniority within the same classification, provided the employee has a satisfactory work

record, possesses the qualifications, and meets the physical requirements of the position in question.

- (c) Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower classification within the scope of this Agreement provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

10:09 Notwithstanding Article 20:01, providing the employee has indicated to the Employer a desire to work additional available shifts, such shifts shall be offered to an employee on layoff, or an employee who has had her hours reduced, before part-time and casual employees, provided she possesses the qualifications 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 or an employee who has had her hours reduced cannot exceed the employee's EFT prior to layoff, or reduction in hours. 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 20:05 and shall be paid at the prevailing rate for the employee on each pay cheque, 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 four-point-six-two percent (4.62%) 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 cheque.

- (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.

10:10 Notwithstanding the provisions of Article 10:08 or any other of the provisions of Article 10, nothing contained therein shall be used for the purpose of affecting an across-the-board reduction of hours in the facility.

10:11 If a workplace restructuring will result in the deletion(s) of occupied MGEU positions, the Employer will notify the Union. A Joint Workforce Adjustment Committee will be established, with a minimum of two (2) representatives from management and a minimum of two (2) from the Union, to review the proposed changes and develop recommendations to minimize impact on the affected employees. Such recommendations shall not be in violation of the Collective Agreement.

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 Lab Manager 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.

- (i) Maternity/Parental Leave

- A. Plan A

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

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (e) A full-time employee may choose to receive up to 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 as set out in Article 15:10.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her 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 15:10.

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 her in the application as the day on which she intends to commence such leave;
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) Provide the Employer with proof that she has applied for **Employment and Social Development Canada (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) She will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) She will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 11.02 (i) 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 (i) 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. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.

(c) All other time as may be provided under Article 11.02 (i) B (3), shall be on a leave without pay basis.

5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
6. Plan B does not apply to temporary employees.
7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- (8) Where maternity and/or parental leave exceeds thirty-seven (37) weeks, the employee may elect to carry over to the next vacation year up to five (5) days of current annual vacation (prorated for part-time). The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).**

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

- C. Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.
- (ii) Parental Leave - Paternity

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

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.

- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
 - (b) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (c) An employee has completed six (6) months employment as of the date of the intended leave.
 - (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. Upon return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.

- (v) An employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. Upon return from maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

11:03 Bereavement Leave

- (a) An employee shall be granted four (4) regularly scheduled consecutive working days leave without loss of pay and benefits, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, sister's husband/ brother's wife, and any other relative or foster child who was residing in the same household at the time of his/her death.

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

- (b) Bereavement leave as referenced in (a) above may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (c) The time off referenced to in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- (d) Compassionate Care Leave

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

- (A) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (D) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) The day the certificate is issued, or
 - (ii) If the leave was begun before the certificate was issued, the day the leave began; and
 - (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 a parent of the employee's spouse or common-law partner;

- (4) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - (5) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (6) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
 - (7) The spouse or common-law partner of a person mentioned in any of the clauses (3), (4), (5) and (6);
 - (8) Any other person whom the employee considers to be a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (G) Seniority shall accrue as per Article 8:02 (c) and 8:04 (d).
- (H) Subject to the provisions of Article 15:10, 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 Compassionate Leave as outlined in Article 11:03.

- 11:04** Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or a mourner. Additional travel time shall not be compensated as per Article 11:03 (b) above.
- 11:05** An employee required to **attend jury selection or** serve as a juror or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs shall be granted a leave of absence without loss of basic pay provided they remit to the Employer any payment received for such service, excluding reimbursement of expenses.
- An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence; or, in the alternative, the employee may use banked time in lieu of overtime, banked statutory holiday or vacation time.**
- 11:06** Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.
- 11:07** (a) 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 her leave of absence and for any other extra cost incurred by the Employer.
- (b) Except in cases of emergency, at least seven (7) calendar days advance notice of request for such leave will be given by the employee or the Union.
- 11:08** Upon request, up to three (3) days income protection shall be paid to the parent on the occasion of a birth or adoption of a child. Such leave shall be

paid from the family illness income protection bank as stipulated in Article 15:11, provided the full provisions of 11:02 (i) A. (e) are not utilized.

Article 12 Hours of Work

12:01 Regular hours of work for full-time **Westman Laboratory Region** employees will be:

- (a) Seven and one-half (7½) hours per day excluding meal periods and including rest periods; and
- (b) Thirty-seven and one-half (37½) hours per week; and
- (c) Seventy-five (75) hours bi-weekly.

With the exception of employees assigned to the Specimen Management function, the regular hours of work shall be scheduled between 07:00 and 16:00, Monday through Friday. A separate rotation shall be utilized in Specimen Management that provides appropriate coverage Monday through Saturday and the requirement to provide Saturday coverage shall be assigned equally to Clerk III positions performing this function.

Or,

Regular hours of work for full-time Interlake Eastern Region employees will be:

- (a) Seven and one-quarter (7 ¼) hours per day excluding meal periods and including rest periods, and**
- (b) Thirty-six and one-quarter (36 ¼) hours per week.**
- (c) Seventy-two and one-half (72 ½) hours bi-weekly.**

Or,

Regular hours of work for full-time Prairie Mountain Region employees will be:

- (a) Seven and one-half (7 ½) hours per day excluding meal periods and including rest periods; and**
- (b) Thirty-seven and one-half (37 ½) hours per week; and**
- (c) Seventy-five (75) hours biweekly.**

- 12:02** An unpaid meal period away from the workstation will be scheduled by the Employer and will be one-half (½) hour.
- 12:03** A rest period of fifteen (15) minutes away from the workstation will be scheduled by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed between the Employer and the employee.
- 12:04** Work scheduled for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of the 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** This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.
- 12:06** An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.
- 12:07** In the event the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Union shall be given seven (7) days' notice for an opportunity to attend this meeting and to express the Union's opinion in regard to any proposal of the

Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Union. If after due consideration the Employer still plans to implement the change, the affected employees will be given sixty (60) days' notice.

Notice time may be adjusted by mutual agreement between the Union and the Employer.

- 12:08** **Alternate weekends off shall be granted as often as reasonably possible, with a minimum of every third weekend off.**

Article 13 Overtime

- 13:01** Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 12:01, or in excess of the normal full-time hours in the shift pattern in effect. Overtime shall be compensated at one and one-half ($1\frac{1}{2}$ x) times the basic rate of pay for the first three (3) overtime hours worked and double time (2x) for all overtime hours worked thereafter.
- 13:02** All overtime worked on a General Holiday shall be paid at two and one-half ($2\frac{1}{2}$ x) times the employee's basic rate of pay.
- 13:03** Overtime may be accumulated to a maximum of seventy-five (75) hours **or seventy-two and one-half ($72\frac{1}{2}$) hours (i.e. ten (10) working 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 31st of any year, or will be paid out at the end of the current fiscal year. Except in unique circumstances, requests **shall be submitted prior to the posting of the schedule.**
- 13:04** When overtime is required, it shall be offered to the most senior qualified volunteer employee(s) in the classification and where there are no volunteer employee(s), such duty shall be assigned starting with the most junior employee in the classification.

- 13:05** Full-time employee(s) required to report back to work outside her 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 her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 13:06** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.
- 13:07** **If the Employer requires the attendance at any meeting, conferences, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses hereto.**
- 13:08** A meal shall be provided, or **eight dollars (\$8.00)** in lieu of such shall be paid to an employee, when said employee works in excess of two (2) hours following her normal shift.
- 13:09** Employees working two (2) consecutive shifts will be paid at double time for the second shift.
- 13:10** A full-time employee who works on a scheduled day off shall be paid two (2x) times the employee's rate of pay.
- 13:11** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift, in which case regular meal/rest periods shall occur.

Article 14 General Holidays

- 14:01** 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 days pay at the basic rate shall be granted in lieu.

New Year's Day	Civic Holiday (August)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov 11)
Victoria Day	Christmas Day (Dec 25)
Canada Day (July 1)	Boxing Day (Dec 26)

And any other day proclaimed as a holiday by Federal or Provincial authorities.

- 14:02** An employee required to work on a general holiday will be paid at the rate of one and one-half ($1\frac{1}{2}$ x) times her basic rate of pay for all hours worked up to seven and one-half ($7\frac{1}{2}$) hours.
- 14:03** Subject to Article 14:06 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional days pay at the basic rate shall be granted in lieu.
- 14:04** Subject to Article 14:06 below, if a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, a days' pay at the basic rate shall be granted in lieu.
- 14:05** If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.
- 14:06** 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 four (4) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days so maintained.

Article 15 Income Protection

- 15:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.
- 15:02** An employee who is absent from scheduled work due to illness, disability, quarantine, or because of an accident for which compensation is not payable under the Workers Compensation Act or Manitoba Public Insurance as a result of a motor vehicle accident, **shall receive** her regular basic pay to the extent that she has accumulated income protection credits.
- (a) Time off for medical, dental and chiropractic examination or treatments, including reasonable travel time, shall be granted, and such time off shall be chargeable against the employee's 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 she is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.
 - (ii) If an employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.
 - (iii) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community, the employee shall be allowed one (1) shift off with pay, to the extent that income

protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.

15:03 An employee who will be absent under the conditions outlined in Article 15:02 shall inform her supervisor prior to the commencement of her next scheduled shift. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question:

Prior to Day Shift	One (1) Hour
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Reasonable notice must be provided for pre-scheduled medical, dental or chiropractic examinations or treatments and shall be a minimum of three (3) working days. An employee undergoing elective surgery shall, if possible, give seven (7) working days' notice, except in cases of emergency.

An employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible, but not later than 14:00 hours the day prior to returning to work.

If an employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay.

15:04 Income protection shall accumulate at the rate of one and one-quarter (1 ¼) days for each full month of service.

15:05 Income protection credits will accumulate on the same basis as seniority is accrued under Article 8:02.

15:06 During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits, however should the employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Employer.

15:07 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of an employee's fitness to return to work, or to

determine the approximate length of illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits or returning to work.

- 15:08** If an employee is to be absent for illness for a period exceeding her income protection, including E.I. credit, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.

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 twelve (12) months. The employee will be responsible to notify the department every month to update the Employer regarding her medical status as well as her expected date of return.

15:09 **Income Protection and Workers Compensation**

- (A) (i) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.
- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
- (iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02(a) (exclusive of overtime),

less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.

- (b) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B. 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.
 - (c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
 - (d) In the event the W.C.B. 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 the advance by payroll deduction.
 - (e) 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.
- (B) (i) 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 W.C.B. 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 salary as defined in Article 17:02(a) of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (ii) 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.

- (iii) 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.
 - (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
 - (v) If at any time, it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.
- (C) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance (M.P.I.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.
- (ii) Subject to (i) above, where an employee has applied for M.P.I. benefits and where a loss of normal salary would result while awaiting a M.P.I. decision, the employee may submit an application

to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02(a) (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
 - (b) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final M.P.I. decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - (c) The employee shall reimburse the Employer by assigning sufficient M.P.I. payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by M.P.I. directly to the employee.
 - (d) In the event that M.P.I. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (D) (i) Subject to (B), an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the M.P.I. payments.

- (ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02(a) of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
 - (iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.
- (E) Where a work assessment period or a modified return to work period is recommended by M.P.I., the Employer shall make every reasonable effort to arrange for such assessment/return subject to the M.P.I. covering all related costs.

The Employer, the Union and the employee agree to actively participate and facilitate the rehabilitation and return to work of an ill, injured or disabled employee. The Union shall be notified and involved if there is a request for a Rehabilitation and Return to Work Program for an employee. The Employer and the Union shall review the provisions of the Program and ensure that the work designated is within her/his restrictions and limitations.

- 15:10** For each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, one (1) day (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 15:02. The remaining one-quarter ($\frac{1}{4}$) of a day (20%) shall be reserved for either the employee's personal use as outlined in

Article 15:02, or for use in the event of family illness as specified in Article 15:11. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (1) day to read three-quarters ($\frac{3}{4}$) of a day, and amend one-quarter ($\frac{1}{4}$) of a day to read one-half ($\frac{1}{2}$) of a day.

- 15:11** Subject to the provisions of Article 15:10, an employee may use up to five (5) days income protection in any one (1) calendar year for the purpose of providing care in the event of an illness or injury of a spouse, child or parent.

Article 16 Annual Vacation

- 16:01** The vacation year shall be from the 1st day of July in the one year to the 30th day of June in the next year.

Notwithstanding these dates, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

- 16:02** An employee who has completed less than one (1) years continuous employment as of June 30th will be granted vacation based on a percentage of regular hours worked, in the new vacation year.
- 16:03** (a) Annual vacation shall be earned at the rate of:
- 15 working days per year commencing in the 1st year of employment
 - 20 working days per year commencing in the 4th year of employment
 - 25 working days per year commencing in the 11th year of employment
 - 30 working days per year commencing in the 21st year of employment
- (b) Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.
- 16:04** (a) 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 16:01. Employees shall indicate in writing their preferences as to

vacation dates within thirty (30) calendar days of the posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within each department.

- (b) An employee who fails to indicate her 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.
- (c) Employees in term positions, as per Article 3:04, will be considered to be assigned to the operational area where it is anticipated they will be working in on the dates they select for their respective vacation.
- (d) All requests for vacation leave will be subject to approval of the employee's supervisor or designate, based upon operational requirements.

16:05 The Employer will post an approved vacation schedule of the projected vacation entitlements by no later than April 30th of each year. Vacations shall not be changed unless mutually agreed upon by the employee and the Employer.

16:06 Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:01.

16:07 In the event that an employee is hospitalized during her 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.

16:08 Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled

at a time mutually agreed between the employee and the Employer within the available time periods remaining during the vacation year, subject to Article 16:06.

16:09 Vacation entitlement will be payable at the employee's regular rate of pay.

16:10 **Effective July 1, 2015 for Westman Lab Region and effective April 1, 2015 for Prairie Mountain Region and Interlake Eastern Region, in recognition of length of service each full-time employee shall receive one (1) additional week of vacation (five [5] days) on completion of twenty (20) years of continuous service and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th and 40th etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Part-time employees shall be entitled to a prorated portion of this benefit.**

Article 17 Salaries and Increments

17:01 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 her duties in a satisfactory fashion.

17:02 (a) Salaries shall be paid bi-weekly to each employee in accordance with his pay grade listed in Schedule "A".

(b) Upon discovery of a payroll error, the employee/Employer is responsible to report such error to the Employer/employee as soon as possible.

(c) Errors in pay equivalent to one (1) full day (7½ hours) of regular pay or less made by the Employer shall be corrected on the next payday.

(d) Where there is money owing to the employee in excess of one (1) full day (7½ hours) of regular pay, the employee shall, upon request, be paid by supplementary pay or manual cheque as soon as possible within the seven (7) calendar days following the day the error was reported.

- 17:03** Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date, regardless of position classification. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall be moved forward in direct relation to the length of the leave.
- 17:04** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid sixty-five cents (\$0.65) per hour for hours so assigned.
- 17:05** An employee assigned, in writing by the Employer, to temporarily relieve or replace an employee whose position is outside of the bargaining unit will be paid eighty cents (\$0.80) per hour above their existing rate of pay.
- 17:06** (a) **When an employee reports to work and is requested to work in a lower paid classification, the employee shall be paid her current rate of pay.**
- (b) **When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.**
- (c) **When an employee voluntarily works a shift in accordance with Article 17:06(b), and the employee has previously attained a higher increment level in that classification than what Article 17:06(b) provides, the employee will be paid at the step that they had previously attained in the lower paid classification.**
- 17:07** **Transportation**
- (a) Effective date of ratification, an employee required to return to the site on a callback as referenced in Article 13:05 will have:
- (i) Return transportation provided by the Employer; or

- (ii) Reimbursement of mileage in accordance with the Province of Manitoba mileage rates if she uses her own car.
 - (b) Employees who are required to use their own personal vehicle for facility business which has been pre-authorized by the Employer shall be reimbursed by the Employer in accordance with the Province of Manitoba mileage rates.
 - (c) Employees required to attend meetings outside the facility shall be reimbursed applicable transportation and mileage rates as outlined above.
- 17:08** The Employer shall supply, launder and maintain personal protective equipment for all employees who are required by the Employer to wear such equipment.
- 17:09** Personal Protective Equipment shall not be worn off the premises of the Facility, except when specifically permitted to do so by the Employer.
- 17:10** All personal protective equipment remains 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 personal protective equipment, which they have abused or lost.

Article 18 Premiums

- 18:01** (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
- (b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.
- 18:02** Shift premium and weekend premium will not be payable while an employee is off duty for any reason.

18:03 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

Article 19 Termination/Resignation

19:01 An employee may terminate her employment with the Employer by giving the following written notice:

- (a) One (1) week before the date of termination, if the employee's service is less than one (1) year, or;
- (b) Two (2) weeks before the date of termination, if the employee's service is one (1) year or more.

19:02 Employment may be terminated by the Employer with written notice provided as follows:

Period of Employment	Notice Period
Less than one (1) year	one (1) week
At least one (1) year & less than three (3) years	two (2) weeks
At least three (3) years & less than five (5) years	four (4) weeks
At least five (5) year & less than ten (10) years	six (6) weeks
At least ten (10) years	eight (8) weeks

Employment may be terminated with lesser notice:

- (a) By mutual agreement between the Employer and the employee, or;
- (b) During the probationary period of a new employee, without recourse to the grievance or arbitration process;
- (c) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.

19:03 The Employer will make available, within ten (10) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Article 20 Special Provisions Re: Part-time Employees

- 20:01** (a) 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 department 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.
- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (c) Where a part-time employee is unable to work all or part of any additional hours for any reason, payment shall be made only in respect of hours actually worked. Additional hours worked by a part-time employee shall be included when determining seniority, an employee's earned vacation pay, accumulated income protection credits, and general holiday pay in accordance with Article 20:07.

When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 ("term position"), she shall be entitled to income protection benefits and bereavement leave.

- (d) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such

circumstances the scheduled shift hours shall not be extended to equal a full shift.

20:02 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 forgoing, the following provisions shall apply.

20:03 Income Protection in Case of Illness

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

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a full-time employee}$$

20:04 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 20:01 (c).

20:05 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.

20:06 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.

20:07 General Holidays

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

20:08 Overtime

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

20:09 Increments

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

20:10 Bereavement Leave

(a) A part-time employee shall be allowed to take up to four (4) consecutive calendar days off, one (1) of which shall be the day of interment or cremation, in the case of the death of a parent, spouse, same sex partner, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé, sister's husband/brother's wife, and any other relative or foster child who was residing in the same household at the time of his/her death; she shall receive pay at the basic rate for each scheduled hour of work within those four (4) days.

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

(b) Bereavement leave as referenced in (a) above, may be extended by up to two (2) additional consecutive calendar days as may be necessitated by reason of travel to attend the funeral. If granted, the part-time employee shall receive pay at the basic rate for each scheduled hour of work within those two (2) additional consecutive calendar days.

(c) The time off referenced to 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.

(d) Compassionate Care Leave

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

- (A) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (B) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (C) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (D) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) The day the certificate is issued, or
 - (ii) If the leave was begun before the certificate was issued, the day the leave began; and
 - (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 a parent of the employee's spouse or common-law partner;
 - (4) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - (5) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (6) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
 - (7) The spouse or common-law partner of a person mentioned in any of the clauses (3), (4), (5) and (6);
 - (8) Any other person whom the employee considers to be a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (G) Seniority shall accrue as per Article 8:02 (c) and 8:04 (d).

- (H) Subject to the provisions of Article 15:10, 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 Compassionate Leave as outlined in Article 20:10.

20:11 Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 20:10.

Article 21 Committees

- 21:01** 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 Facility.
- 21:02** The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee may at any time have a Representative from The Manitoba Government and General Employees' Union attend as an observer only.
- 21:03** 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.
- 21:04** 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.

- 21:05** 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 as per the Workplace Safety and Health Act.
- 21:06** 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 Facility.

Article 22 Retirement Bonus

22:01 Employees retiring in accordance with the following:

- (i) Retire at age sixty-five (65) years; or
- (ii) Retire after age sixty-five (65) years; or
- (iii) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
- (iv) 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. Where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to his/her estate.

22:02 Calculation of the retirement bonus entitlement shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total seniority, excluding service as a casual employee in accordance with Article 3:06, on the date of retirement.

22:03 Employees retiring in accordance with the conditions of Article 22:01 shall be granted a retirement bonus as specified on the following basis. Calculations will be based on the following formula:

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

22:04 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.

22:05 Permanent employees who terminate employment at any time due to permanent disability 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 this Collective Agreement.

22:06 Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Canada Revenue Agency limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

Article 23 Employee Benefits

23:01 Dental Plan

The parties agree that during the life of this Agreement, Healthcare Employees Benefit Plan (HEBP) sponsored Dental Plan will be cost-shared on a fifty-fifty (50-50) basis.

23:02 (1) 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 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 employees' 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 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- (2) Where an employee has been away from work due to illness for four 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.
- (3) Subject to compliance with paragraph 2, in the event;
 - (i) An employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - (ii) The 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.

23:03 The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans; or upon request the same information may be provided through the appropriate administrative contact.

23:04 **New – Health Spending Account**

Article 24 Changes in Classification

24:01 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.

24:02 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.

24:03 If the Union files written objection, as per Article 24:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

24:04 Failing agreement, the matter may be referred to arbitration in accordance with Article 7.

24:05 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification if she feels that the duties of the job have substantially changed from those of the classification job description.

The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.

If the decision given is not satisfactory to the employee, they may then treat this request for change in classification as a grievance as laid out in Article 6.

If at any time the Employer changes an existing job description, the employee(s) and Union will receive the revised copy of same.

Article 25 Sub-Contracting

25:01 It shall not be considered as sub-contracting should the Employer:

- (a) Merge or amalgamate with another health care facility, health care related facility or Regional Health Authority, or
- (b) Transfer or combine any of its operations or functions with another health care facility, health care related facility or Regional Health Authority, or
- (c) Take over any of the operations or functions of another health care facility.

25:02 In accordance with Article 25:01, employees will be given ninety (90) days' notice, and where 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) kilometer radius of the employee's originating facility, the employee shall be entitled to a choice of either:

- (a) 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; or
- (b) The exercise of their seniority to displace a less senior employee in an equivalent or lower classification within the scope of this Agreement, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.

25:03 If the Employer intends to sub-contract work which results in the displacement of one (1) or more 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 Facility for those employees so displaced and will guarantee to offer alternative employment with the Facility 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 grade will continue at the salary of his/her present pay grade and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

Article 26 Duration

- 26:01** (a) This Agreement shall be in full force and effect from the **first day of April, 2012** until the 31st day of March, **2017**.
- (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.
- 26:02** 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.
- 26:03** This Agreement may be amended during its term by mutual agreement.

26:04 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 27 Union Representation

27:01 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.

27:02 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.

27:03 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.

- **One (1) Westman Lab**
- **One (1) Prairie Mountain**
- **One (1) Interlake Eastern**

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

27:04 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.

Article 28 Respectful Workplace

28:01 It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation/**gender identification**
- physical or mental disability
- place or residence
- membership or non-membership or activity in the union

except as may be allowed under the Manitoba Human Rights Code

28:02 The Employer and the Union agree that no form of harassment, violence, disruptive workplace conflict or disrespectful behaviour shall be condoned in the workplace. The definition of harassment shall consist of the definition contained in the Human Rights Code and **The Workplace Safety and Health Act** and shall further include the definition of harassment as set out in the Respectful Workplace Policy as may be amended by the Employer from time to time. Employees are encouraged to review the Respectful Workplace Policy.

It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer and the Union agree that situations involving harassment, violence, disruptive workplace conflict or disrespectful behavior shall be treated in strict confidence.

Article 29 Bulletin Boards

29:01 A bulletin board for the use of the Union will be provided by the Employer. All material posted must be submitted to the Employer and is subject to approval.

Article 30 Discharge, Suspension, Discipline and Access to Personnel Files

30:01 An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Business Representative.

30:02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative, if she so desires. Where possible, the Employer shall give the employee prior notice of the nature of the complaint.

No disciplinary document shall be placed on an employee's personnel file without the employee being given the opportunity to read the document.

30:03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

30:04 Upon written request and at a mutually agreeable time, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

30:05 An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request as per Article 30:04 of the Collective Agreement.

30:06 There shall be one (1) personnel file maintained by the Employer for each employee.

30:07 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 she has read and understands the contents. The employee may respond in writing to the assessment and that response shall become part of her 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 acknowledgement of the evaluation.

Article 31 Standby

31:01 An employee who is designated in writing by the Employer to be on standby shall be entitled to payment of one (1) hour basic pay for each eight (8) hour period of standby, or a pro rata payment for any portion thereof. Standby allowance shall not be paid during any time during which an employee is actually called back to work and being paid.

Article 32 Storm/Disaster Pay

32:01 If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed, however, on written request, she will be allowed to use banked time in lieu of overtime, banked statutory holiday or vacation time.

Article 33 Education Leave

33:01 The Employer, where possible, will attempt to accommodate scheduling request for employees who have been accepted into an education program and wish to maintain an employment relationship with the Employer.

33:02 Upon written request, the Employer shall give due consideration to an employee's request for educational leave of absence without pay.

Article 34 Loss of or Damage to Personal Effects

34:01 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 for replacement of same.

34:02 No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.

34:03 Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

Article 35 Safety and Health

35:01 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.

35:02 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.

35:03 A joint Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established within each facility to examine all aspects of safety and health measures within the facility. The joint Safety and Health Committee shall hold meetings at least quarterly for jointly considering,

monitoring, inspecting, investigating, and reviewing safety and health conditions and practices within in 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 measures;
- (d) Co-operation with the occupational health service, if such a service has been established within the workplace;
- (e) Co-operation with a safety and health officer exercising duties under this Act or the regulations;
- (f) The making of recommendations to the Employer or prime contractor respecting the safety and health of workers;
- (g) The inspection of the workplace at regular intervals;
- (h) The participation in investigations of accidents and dangerous occurrences at the workplace;
- (i) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
- (j) Such other duties as may be specified in this Act or prescribed by regulation.

Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, posted on the Safety and Health

bulletin boards, and supplied to the Workplace Safety and Health Division. 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 30 days.

35:04 The Employer and the Union agree that harassing and violent behaviour shall not be condoned in the workplace and is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

(a) When the Employer is aware that a resident/patient has a history of aggressive behavior the Employer will make such information available to employees who provide service to those residents.

(b) Where such a program does not exist, the Employer shall develop an Aggressive Resident/Patient Conduct Program. Prior to implementing such a program, the Employer shall receive a recommendation from the Safety and Health committee. Such a program will include instruction and dissemination of information:

35:05 The Employer shall provide information and preventative measures for those employees in contact with known infectious diseases where medically necessary to protect the employee or other residents.

35:06 An employee may refuse to perform particular work where the employee has reasonable grounds to believe and does believe that the work is dangerous to his/her safety or health or the safety or health of another worker or another person. Where the employee refuses particular work, he/she shall immediately report the refusal and reasons therefore to his/her immediate supervisor. The Employer shall ensure that employees subsequently asked to perform this work are made aware of the original refusal. The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

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

Article 36 Overpayments

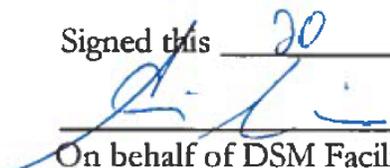
36:01 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment 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.

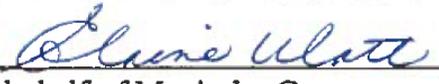
36:02 In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

IN WITNESS WHEREOF A representative of DSM Facility Support has hereunto set their hand for, and Elaine Watt, Staff Representative of Manitoba Government and General Employees' Union has set her hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 20 day of, April 2016.

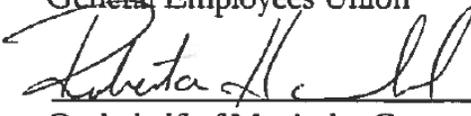


On behalf of DSM Facility Support



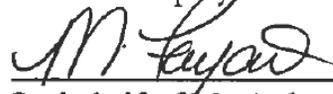
On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support



On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support



On behalf of Manitoba Government and
General Employees Union

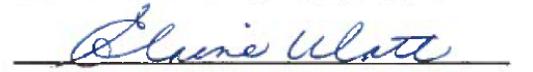
Schedule "A"

General Economic Wage Increases:

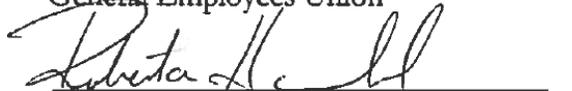
- Effective April 1, 2012 0%
- Effective April 1, 2013 0%
- Effective April 1, 2014 2.50% increase on hourly rates for all classifications
- Effective April 1, 2015 2.50% increase on hourly rates for all classifications
- Effective April 1, 2016 2.00% increase on hourly rates for all classifications

Signed this 20 day of, April 2016.


On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

Memorandum of Understanding

Between

Diagnostic Services of Manitoba

And

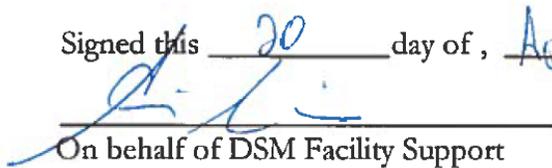
Manitoba Government and General Employees Union

Re: Retroactive Pay

All applicable retroactive wage and benefit adjustments shall be processed as soon as possible following ratification of the settlement by both parties. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

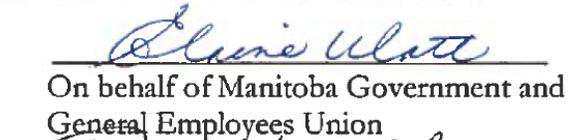
Former employees are eligible to apply for applicable retroactive pay provided that they apply in writing within ninety (90) days after the ratification date.

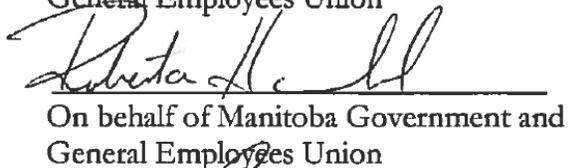
Signed this 20 day of April 2016.

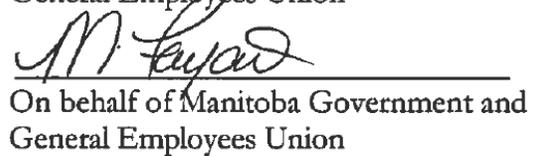

On behalf of DSM Facility Support

On behalf of DSM Facility Support

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union


On behalf of Manitoba Government and
General Employees Union


On behalf of Manitoba Government and
General Employees Union

Memorandum of Understanding

Between

Diagnostic Services of Manitoba

And

Manitoba Government and General Employees Union

Re: Maintenance of Wage Standardization

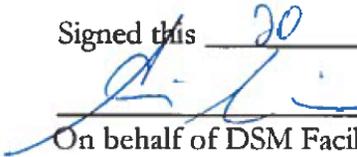
WHEREAS Health Care Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter “the Parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

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

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

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

Signed this 20 day of, April 2016.

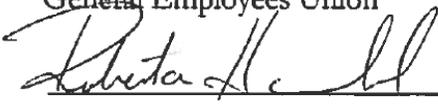


On behalf of DSM Facility Support



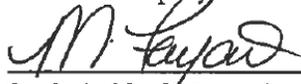
On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support



On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support



On behalf of Manitoba Government and
General Employees Union

Memorandum of Understanding

Between

Diagnostic Services of Manitoba

And

Manitoba Government and General Employees Union

Re: Application of Seniority – One (1) Collective Agreement

The parties agree to this application of seniority in principle under the single provincial Collective Agreement as follows:

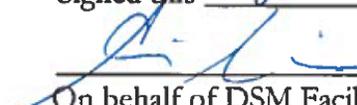
1. Seniority in principle shall be applied to Vacancies Promotion, Transfer, Layoff and Recall, for the purposes of selection and exercising seniority rights if applicable, as follows:
 - (a) Region
 - (b) Province (excluding Layoff and Recall)
2. A Diagnostic Services of Manitoba Inc. (DSM) Region is defined as the geographic regions covered by the current Regional Health Authorities (RHA) and as formerly covered by the Collective Agreements between the Manitoba Government and General Employees' Union (MGEU) and the respective RHA (or DSM). The applicable DSM Regions are as follows:
 - Westman Laboratory Region
 - Interlake Eastern Region
 - Prairie Mountain Region
3. The Province is defined as all the Regions above where Facility Support employees are represented by the DSM/MGEU Facility Support Collective Agreement.

4. The application and administration of job postings shall be to post vacancies only at the Region (and base locations) where the vacancy exists, and at the discretion of the Employer, on a Provincial DSM system basis.
5. Vacancies posted on a Provincial (DSM) system basis, will be posted in the applicable DSM Region in accordance with Article 9:01. The vacancy will additionally be posted on the DSM website and the posting shall indicate that it is a Provincial posting.
6. In the event a vacancy is posted on a Provincial basis, the consideration of seniority pursuant to Article 8, in order of priority shall be as follows:
 - (i) DSM employees having MGEU full-time/part-time Region seniority in the Region where the vacancy is posted;
 - (ii) DSM employees with MGEU full-time/part-time seniority from another Region;
 - (iii) DSM employees having MGEU casual seniority in the Region where the vacancy is posted, and
 - (iv) DSM employees with MGEU casual seniority from another Region.
7. The application of Article 9:03 (Trial Period) shall be applied within the applicable DSM Region only where the vacancy is posted. At the discretion of the Employer, the provisions of Article 9:03 may be extended for application on a Provincial basis. In this instance should the successful candidate to a posted vacancy be appointed from another DSM Region and the provisions of Article 9:03 are applied, the employee shall be returned to her former DSM Region. If a Provincial trial period is applied, the Employer shall indicate this provision on the job posting.

- 8. The application of Article 3:04 (Term Positions) shall be applied within the applicable DSM Region only, where the vacancy is posted. At the discretion of the Employer, the provisions of Article 3:04 may be extended for application on a Provincial basis. In this instance, should the successful candidate to a posted term position vacancy be appointed from another DSM Region, the employee shall be returned to her former position in her former DSM Region. If a Provincial term position vacancy is posted, the Employer shall indicate this provision on the job posting.
- 9. In accordance with Article 3:06 of the Collective Agreement, this memorandum shall not apply to casual employees, except as noted above.

The Employer would introduce an appendix to the Collective Agreement that would include a base location summary by DSM Region.

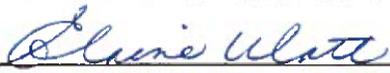
Signed this 20 day of, April 2016.



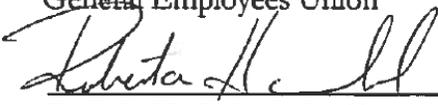
On behalf of DSM Facility Support

On behalf of DSM Facility Support

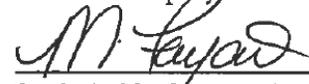
On behalf of DSM Facility Support



On behalf of Manitoba Government and
General Employees Union



On behalf of Manitoba Government and
General Employees Union



On behalf of Manitoba Government and
General Employees Union

Memorandum of Understanding

Between

Diagnostic Services of Manitoba

And

Manitoba Government and General Employees Union

Re: Special Provisions Regarding Part-Time Employees Occupying More Than One Position

Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position with the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.

At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT, however, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.

Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. status will not be converted to full-time), and the provisions of Article 20 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

All salary-based benefits (i.e. Group Life, Pension, (D&R) as applicable, will be combined and calculated on the basis of the total of all active positions occupied.

All accrued employee benefits (i.e. vacation, income protection) shall be maintained and utilized on the basis of the total of all active positions occupied.

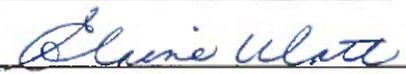
Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each departmental supervisor/manager, and will be considered independently, based on the operational requirements of each department.

Employees taking on an additional position will be subject to a six (6) month trial period in that position. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.

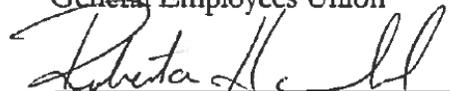
Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one (1) of the positions occupied.

Signed this 20 day of, April 2016.

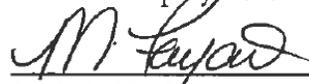

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

On behalf of DSM Facility Support


On behalf of Manitoba Government and
General Employees Union

Schedule 'A' - Salaries

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.

Schedule "A" - Effective: April 1, 2012

FACILITY SUPPORT CLASSIFICATIONS

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
104	Clerk III	Clerk III	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
				Monthly	2,724.48	2,806.21	2,890.39	2,977.00	3,066.38	3,158.35
				Annual	32,693.70	33,674.55	34,684.65	35,724.00	36,796.50	37,900.20
76	Secretary	Secretary I	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
				Monthly	2,838.88	2,924.03	3,011.78	3,102.13	3,195.24	3,291.11
				Annual	34,066.50	35,088.30	36,141.30	37,225.50	38,342.85	39,493.35
77B	Medical	Medical Secretary	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
				Monthly	2,817.59	2,902.25	2,989.19	3,078.89	3,171.35	3,266.41
				Annual	33,811.05	34,827.00	35,870.25	36,946.65	38,056.20	39,196.95
105	Clerk IV	Clerk IV	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30
No Match	Admin. Secretary II	Admin. Secretary II	1885	Hourly	17.531	17.930	18.383	18.851	19.389	19.883
				Monthly	2,753.83	2,816.50	2,887.66	2,961.18	3,045.69	3,123.29
				Annual	33,045.94	33,798.05	34,651.96	35,534.14	36,548.27	37,479.46
No Match	Admin. Secretary II PIO	Admin. Secretary II PIO	2015	Hourly	18.767	19.201	19.692	20.182	20.762	21.297
				Monthly	3,151.29	3,224.17	3,306.62	3,388.89	3,486.29	3,576.12
				Annual	37,815.51	38,690.02	39,679.38	40,666.73	41,835.43	42,913.46
No Match	Admin. Secretary III	Admin. Secretary III	2015	Hourly	20.022	20.561	21.126	21.689	22.282	22.902
				Monthly	3,362.03	3,452.54	3,547.41	3,641.95	3,741.52	3,845.63
				Annual	40,344.33	41,430.42	42,568.89	43,703.34	44,898.23	46,147.53

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.
Schedule "A" - Effective: April 1, 2013

FACILITY SUPPORT CLASSIFICATIONS

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
104	Clerk III	Clerk III	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
				Monthly	2,724.48	2,806.21	2,890.39	2,977.00	3,066.38	3,158.35
				Annual	32,693.70	33,674.55	34,684.65	35,724.00	36,796.50	37,900.20
76	Secretary	Secretary I <i>(Effective April 1, 2013)</i>	1885	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
				Monthly	2,744.25	2,826.56	2,911.38	2,998.72	3,088.73	3,181.41
				Annual	32,930.95	33,918.69	34,936.59	35,984.65	37,064.76	38,176.91
76	Secretary	Secretary I	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
				Monthly	2,838.88	2,924.03	3,011.78	3,102.13	3,195.24	3,291.11
				Annual	34,066.50	35,088.30	36,141.30	37,225.50	38,342.85	39,493.35
77B	Medical	Medical Secretary	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
				Monthly	2,817.59	2,902.25	2,989.19	3,078.89	3,171.35	3,266.41
				Annual	33,811.05	34,827.00	35,870.25	36,946.65	38,056.20	39,196.95
No Match	Admin. Secretary II PIO		2015	Hourly	18.767	19.201	19.692	20.182	20.762	21.297
				Monthly	3,151.29	3,224.17	3,306.62	3,388.89	3,486.29	3,576.12
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				Monthly	3,362.03	3,452.54	3,547.41	3,641.95	3,741.52	3,845.63
				Annual	40,344.33	41,430.42	42,568.89	43,703.34	44,898.23	46,147.53
No Match	Office Supervisor PIO <i>(Effective April 1, 2013)</i>		1950	Hourly	20.022	20.561	21.126	21.689	22.282	22.902
				Monthly	3,253.58	3,341.16	3,432.98	3,524.46	3,620.83	3,721.58
				Annual	39,042.90	40,093.95	41,195.70	42,293.55	43,449.90	44,658.90

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.

Schedule "A" - Effective: April 1, 2014

FACILITY SUPPORT CLASSIFICATIONS

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
104	Clerk III	Clerk III	1950	Hourly	17.185	17.701	18.232	18.778	19.342	19.922
				Monthly	2,792.56	2,876.41	2,962.70	3,051.43	3,143.08	3,237.33
				Annual	33,510.75	34,516.95	35,552.40	36,617.10	37,716.90	38,847.90
76	Secretary	Secretary I	1885	Hourly	17.907	18.444	18.997	19.567	20.155	20.759
				Monthly	2,812.89	2,897.25	2,984.11	3,073.65	3,166.02	3,260.89
				Annual	33,754.70	34,766.94	35,809.35	36,883.80	37,992.18	39,130.72
76	Secretary	Secretary I	1950	Hourly	17.907	18.444	18.997	19.567	20.155	20.759
				Monthly	2,909.89	2,997.15	3,087.01	3,179.64	3,275.19	3,373.34
				Annual	34,918.65	35,965.80	37,044.15	38,155.65	39,302.25	40,480.05
77B	Medical	Medical Secretary	1950	Hourly	17.772	18.307	18.855	19.421	20.004	20.604
				Monthly	2,887.95	2,974.89	3,063.94	3,155.91	3,250.65	3,348.15
				Annual	34,655.40	35,698.65	36,767.25	37,870.95	39,007.80	40,177.80
No Match	Admin. Secretary II PIO	2015	2015	Hourly	19.236	19.681	20.184	20.687	21.281	21.829
				Monthly	3,230.05	3,304.77	3,389.23	3,473.69	3,573.44	3,665.45
				Annual	38,760.54	39,657.22	40,670.76	41,684.31	42,881.22	43,985.44
No Match	Admin. Secretary III	2015	2015	Hourly	20.522	21.075	21.654	22.232	22.839	23.474
				Monthly	3,445.99	3,538.84	3,636.07	3,733.12	3,835.05	3,941.68
				Annual	41,351.83	42,466.13	43,632.81	44,797.48	46,020.59	47,300.11
No Match	Office Supervisor PIO	1950	1950	Hourly	20.522	21.075	21.654	22.232	22.839	23.474
				Monthly	3,334.83	3,424.69	3,518.78	3,612.70	3,711.34	3,814.53
				Annual	40,017.90	41,096.25	42,225.30	43,352.40	44,536.05	45,774.30

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.
Schedule "A" - Effective: October 1, 2014

FACILITY SUPPORT CLASSIFICATIONS

Addition of 20 Year Scale

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 ^{Note 1}
104	Clerk III	Clerk III	1950	Hourly	17.185	17.701	18.232	18.778	19.342	19.922	20.320
				Monthly	2,792.56	2,876.41	2,962.70	3,051.43	3,143.08	3,237.33	3,302.00
				Annual	33,510.75	34,516.95	35,552.40	36,617.10	37,716.90	38,847.90	39,624.00
76	Secretary	Secretary I	1885	Hourly	17.907	18.444	18.997	19.567	20.155	20.759	21.175
				Monthly	2,812.89	2,897.25	2,984.11	3,073.65	3,166.02	3,260.89	3,326.24
				Annual	33,754.70	34,766.94	35,809.35	36,883.80	37,992.18	39,130.72	39,914.88
76	Secretary	Secretary I	1950	Hourly	17.907	18.444	18.997	19.567	20.155	20.759	21.175
				Monthly	2,909.89	2,997.15	3,087.01	3,179.64	3,275.19	3,373.34	3,440.94
				Annual	34,918.65	35,965.80	37,044.15	38,155.65	39,302.25	40,480.05	41,291.25
77B	Medical	Medical Secretary	1950	Hourly	17.772	18.307	18.855	19.421	20.004	20.604	21.016
				Monthly	2,887.95	2,974.89	3,063.94	3,155.91	3,250.65	3,348.15	3,415.10
				Annual	34,655.40	35,698.65	36,767.25	37,870.95	39,007.80	40,177.80	40,981.20
No Match	Admin. Secretary II PIO	Admin. Secretary II PIO	2015	Hourly	19.236	19.681	20.184	20.687	21.281	21.829	22.266
				Monthly	3,230.05	3,304.77	3,389.23	3,473.69	3,573.44	3,665.45	3,738.83
				Annual	38,760.54	39,657.22	40,670.76	41,684.31	42,881.22	43,985.44	44,865.99
No Match	Admin. Secretary III	Admin. Secretary III	2015	Hourly	20.522	21.075	21.654	22.232	22.839	23.474	23.944
				Monthly	3,445.99	3,538.84	3,636.07	3,733.12	3,835.05	3,941.68	4,020.60
				Annual	41,351.83	42,466.13	43,632.81	44,797.48	46,020.59	47,300.11	48,247.16
No Match	Office Supervisor PIO	Office Supervisor PIO	1950	Hourly	20.522	21.075	21.654	22.232	22.839	23.474	23.944
				Monthly	3,334.83	3,424.69	3,518.78	3,612.70	3,711.34	3,814.53	3,890.90
				Annual	40,017.90	41,096.25	42,225.30	43,352.40	44,536.05	45,774.30	46,690.80

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.
Schedule "A" - Effective: April 1, 2015

FACILITY SUPPORT CLASSIFICATIONS

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 ^{Note 1}
104	Clerk III	Clerk III	1950	Hourly	17.615	18.143	18.687	19.247	19.825	20.420	20.828
				Monthly	2,862.44	2,948.24	3,036.64	3,127.64	3,221.56	3,318.25	3,384.55
				Annual	34,349.25	35,378.85	36,439.65	37,531.65	38,658.75	39,819.00	40,614.60
76	Secretary	Secretary I	1885	Hourly	18.354	18.905	19.472	20.056	20.658	21.278	21.704
				Monthly	2,883.11	2,969.66	3,058.73	3,150.46	3,245.03	3,342.42	3,409.34
				Annual	34,597.29	35,635.93	36,704.72	37,805.56	38,940.33	40,109.03	40,912.04
76	Secretary	Secretary I	1950	Hourly	18.354	18.905	19.472	20.056	20.658	21.278	21.704
				Monthly	2,982.53	3,072.06	3,164.20	3,259.10	3,356.93	3,457.68	3,526.90
				Annual	35,790.30	36,864.75	37,970.40	39,109.20	40,283.10	41,492.10	42,322.80
77B	Medical	Medical Secretary	1950	Hourly	18.217	18.764	19.326	19.906	20.504	21.119	21.541
				Monthly	2,960.26	3,049.15	3,140.48	3,234.73	3,331.90	3,431.84	3,500.41
				Annual	35,523.15	36,589.80	37,685.70	38,816.70	39,982.80	41,182.05	42,004.95
No Match	Admin. Secretary II PIO	Admin. Secretary II PIO	2015	Hourly	19.717	20.173	20.689	21.204	21.813	22.375	22.823
				Monthly	3,310.81	3,387.38	3,474.03	3,560.51	3,662.77	3,757.14	3,832.36
				Annual	39,729.76	40,648.60	41,688.34	42,726.06	43,953.20	45,085.63	45,988.35
No Match	Admin. Secretary III	Admin. Secretary III	2015	Hourly	21.035	21.601	22.195	22.787	23.410	24.061	24.542
				Monthly	3,532.13	3,627.17	3,726.91	3,826.32	3,930.93	4,040.24	4,121.01
				Annual	42,385.53	43,526.02	44,722.93	45,915.81	47,171.15	48,482.92	49,452.13
No Match	Office Supervisor PIO	Office Supervisor PIO	1950	Hourly	21.035	21.601	22.195	22.787	23.410	24.061	24.542
				Monthly	3,418.19	3,510.16	3,606.69	3,702.89	3,804.13	3,909.91	3,988.08
				Annual	41,018.25	42,121.95	43,280.25	44,434.65	45,649.50	46,918.95	47,856.90

MGEU 373 AND DIAGNOSTIC SERVICES OF MANITOBA, INC.
Schedule "A" - Effective: April 1, 2016

FACILITY SUPPORT CLASSIFICATIONS

General Increase 2%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 ^{Note 1}
104	Clerk III	Clerk III	1950	Hourly	17.967	18.506	19.061	19.632	20.222	20.828	21.245
				Monthly	2,919.64	3,007.23	3,097.41	3,190.20	3,286.08	3,384.55	3,452.31
				Annual	35,035.65	36,086.70	37,168.95	38,282.40	39,432.90	40,614.60	41,427.75
76	Secretary	Secretary I	1885	Hourly	18.722	19.283	19.862	20.458	21.072	21.704	22.138
				Monthly	2,940.91	3,029.04	3,119.99	3,213.61	3,310.06	3,409.34	3,477.51
				Annual	35,290.97	36,348.46	37,439.87	38,563.33	39,720.72	40,912.04	41,730.13
76	Secretary	Secretary I	1950	Hourly	18.722	19.283	19.862	20.458	21.072	21.704	22.138
				Monthly	3,042.33	3,133.49	3,227.58	3,324.43	3,424.20	3,526.90	3,597.43
				Annual	36,507.90	37,601.85	38,730.90	39,893.10	41,090.40	42,322.80	43,169.10
77B	Medical	Medical Secretary	1950	Hourly	18.581	19.139	19.713	20.304	20.914	21.541	21.972
				Monthly	3,019.41	3,110.09	3,203.36	3,299.40	3,398.53	3,500.41	3,570.45
				Annual	36,232.95	37,321.05	38,440.35	39,592.80	40,782.30	42,004.95	42,845.40
No Match	Admin. Secretary II PIO	2015	Hourly	20.111	20.577	21.103	21.628	22.249	22.823	23.279	
			Monthly	3,376.97	3,455.22	3,543.55	3,631.70	3,735.98	3,832.36	3,908.93	
			Annual	40,523.67	41,462.66	42,522.55	43,580.42	44,831.74	45,988.35	46,907.19	
No Match	Admin. Secretary III	2015	Hourly	21.456	22.033	22.639	23.243	23.878	24.542	25.033	
			Monthly	3,602.82	3,699.71	3,801.47	3,902.89	4,009.51	4,121.01	4,203.46	
			Annual	43,233.84	44,396.50	45,617.59	46,834.65	48,114.17	49,452.13	50,441.50	
No Match	Office Supervisor PIO	1950	Hourly	21.456	22.033	22.639	23.243	23.878	24.542	25.033	
			Monthly	3,486.60	3,580.36	3,678.84	3,776.99	3,880.18	3,988.08	4,067.86	
			Annual	41,839.20	42,964.35	44,146.05	45,323.85	46,562.10	47,856.90	48,814.35	

Note 1 - Long Service Step application for all employees covered by this agreement is:

1 Effective Oct 1/14 a Long Service Step equivalent to two percent (2%) shall be added to Schedule A.

Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

2 Employees who do not meet the above criteria on Oct 1/14 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

For the purpose of # 1 and # 2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).