

Collective Agreement

between

Convalescent Home of Winnipeg

Local 82

and

Manitoba Government and General Employees' Union

(Health Care Support Services)

April 1, 2012 to March 31, 2017

Table of Contents

| | | |
|-------------------|---|-----------|
| Preamble | ..... | 1 |
| Article 1 | Scope of Recognition | 1 |
| Article 2 | Management Rights | 2 |
| Article 3 | Definitions | 2 |
| Article 4 | Union Security and Dues Check-Off | 6 |
| Article 5 | Technological Change | 8 |
| Article 6 | Grievance Procedure | 9 |
| Article 7 | Arbitration Procedure | 10 |
| Article 8 | Seniority | 12 |
| Article 9 | Vacancies, Promotions and Transfers | 15 |
| Article 10 | Layoff and Recall | 17 |
| Article 11 | Leave of Absence | 20 |
| Article 12 | Hours of Work | 30 |
| Article 13 | Overtime | 32 |
| Article 14 | General Holidays | 34 |
| Article 15 | Income Protection | 35 |
| Article 16 | Annual Vacation | 41 |
| Article 17 | Salaries and Increments | 44 |
| Article 18 | Premiums | 47 |
| Article 19 | Terminations | 48 |
| Article 20 | Special Provisions Re: Part-time Employees | 49 |
| Article 21 | Committees | 56 |
| Article 22 | Retirement Bonus | 56 |
| Article 23 | Employee Benefits | 58 |
| Article 24 | Changes in Classification | 58 |
| Article 25 | Sub-contracting | 59 |
| Article 26 | Duration | 60 |

| | | |
|---|--|----|
| Article 27 | Union Representation | 61 |
| Article 28 | Respectful Workplace | 62 |
| Article 29 | Bulletin Boards..... | 63 |
| Article 30 | Discharge, Suspension, Discipline and Access to Personnel Files..... | 63 |
| Article 31 | Employee Evaluation..... | 65 |
| Article 32 | Standby and Callback..... | 65 |
| Article 33 | Storm/Disaster Pay..... | 65 |
| Article 34 | Education Leave..... | 66 |
| Article 35 | Job Descriptions | 66 |
| Article 36 | Working Short..... | 66 |
| Article 37 | Loss Of or Damage To Personal Effects..... | 68 |
| Article 38 | Safety and Health | 68 |
| Article 39 | Overpayments..... | 71 |
| Article 40 | Special Provisions Regarding Employees Occupying More Than One Position | 72 |
| Schedule "A" | ..... | 75 |
| Memorandum of Understanding | ..... | 76 |
| Re: Escort Duty | | |
| Letter of Understanding | ..... | 77 |
| Re: Civil Liability | | |
| Letter of Understanding | ..... | 78 |
| Re: Expanded Staff Mobility | | |
| Memorandum of Understanding | ..... | 79 |
| Re: Retroactive Pay | | |
| Memorandum of Understanding | ..... | 80 |
| Re: Emergencies | | |
| Memorandum of Understanding | ..... | 81 |
| Re: Provincial Facility Support Sector Advisory Committee | | |
| Memorandum of Understanding | ..... | 83 |
| Re: Maintenance of Wage Standardization | | |

Memorandum of Understanding 84
 Re: Classification Review

Salary Schedule..... 86

 Effective April 1, 2012 86

 Effective April 1, 2013 86

 Effective April 1, 2014 87

 Effective April 1, 2015 87

 Effective April 1, 2016 88

*All changes appear in **bold**.

Alphabetical Table of Contents

| | | |
|-------------------|--|-----------|
| Preamble | ..... | 1 |
| Article 16 | Annual Vacation | 41 |
| Article 7 | Arbitration Procedure | 10 |
| Article 29 | Bulletin Boards | 63 |
| Article 24 | Changes in Classification | 58 |
| Article 21 | Committees | 56 |
| Article 3 | Definitions | 2 |
| Article 30 | Discharge, Suspension, Discipline and Access to Personnel Files | 63 |
| Article 26 | Duration | 60 |
| Article 34 | Education Leave | 66 |
| Article 23 | Employee Benefits | 58 |
| Article 31 | Employee Evaluation | 65 |
| Article 14 | General Holidays | 34 |
| Article 6 | Grievance Procedure | 9 |
| Article 12 | Hours of Work | 30 |
| Article 15 | Income Protection | 35 |
| Article 35 | Job Descriptions | 66 |
| Article 10 | Layoff and Recall | 17 |
| Article 11 | Leave of Absence | 20 |
| Article 37 | Loss Of or Damage To Personal Effects | 68 |
| Article 2 | Management Rights | 2 |
| Article 39 | Overpayments | 71 |
| Article 13 | Overtime | 32 |
| Article 18 | Premiums | 47 |
| Article 28 | Respectful Workplace | 62 |
| Article 22 | Retirement Bonus | 56 |
| Article 38 | Safety and Health | 68 |

| | | |
|---|--|----|
| Article 17 | Salaries and Increments | 44 |
| Article 1 | Scope of Recognition | 1 |
| Article 8 | Seniority | 12 |
| Article 20 | Special Provisions Re: Part-time Employees | 49 |
| Article 40 | Special Provisions Regarding Employees Occupying More Than One Position | 72 |
| Article 32 | Standby and Callback..... | 65 |
| Article 33 | Storm/Disaster Pay | 65 |
| Article 25 | Sub-contracting | 59 |
| Article 5 | Technological Change | 8 |
| Article 19 | Terminations | 48 |
| Article 27 | Union Representation | 61 |
| Article 4 | Union Security and Dues Check-Off..... | 6 |
| Article 9 | Vacancies, Promotions and Transfers | 15 |
| Article 36 | Working Short..... | 66 |
| Schedule "A" | ..... | 75 |
| Memorandum of Understanding | ..... | 76 |
| Re: Escort Duty | | |
| Letter of Understanding | ..... | 77 |
| Re: Civil Liability | | |
| Letter of Understanding | ..... | 78 |
| Re: Expanded Staff Mobility | | |
| Memorandum of Understanding | ..... | 79 |
| Re: Retroactive Pay | | |
| Memorandum of Understanding | ..... | 80 |
| Re: Emergencies | | |
| Memorandum of Understanding | ..... | 81 |
| Re: Provincial Facility Support Sector Advisory Committee | | |
| Memorandum of Understanding | ..... | 83 |
| Re: Maintenance of Wage Standardization | | |

Memorandum of Understanding **85**
 Re: Classification Review

Salary Schedule..... **86**
 Effective April 1, 2012 86
 Effective April 1, 2013 87
 Effective April 1, 2014 88
 Effective April 1, 2015 89
 Effective April 1, 2016 90

*All changes appear in **bold**.

This Agreement made this 17th day of September, 2015

between

Convalescent Home of Winnipeg
(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

WITNESSETH THAT WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to promote cooperation and understanding between The Home and its staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to promote the well-being of all the employees of the Employer and to promote efficient operation of The Home and further that the union recognizes that the first consideration is to the welfare of the residents of the facility.

NOW, THEREFORE, the Employer and the Union mutually covenant and agree as follows:

Article 1 Scope of Recognition

1:01 The Employer recognizes the “Manitoba Government and General Employees’ Union” as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. MLB-5823 and employed in classifications outlined in Schedule “A” attached to and forming part of this Agreement.

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

Article 2 Management Rights

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

Article 3 Definitions

- 3:01** An employee is a person employed by the Employer and covered by this Agreement.
- 3:02** A "full-time Employee" is one who regularly works the full prescribed biweekly hours specified in Article 12.
- 3:03** The words "Part-time Employee" shall mean a person who regularly works less than the full prescribed biweekly hours specified in Article 12.
- 3:04** A "Term Position" shall mean a position occupied by a full-time or part-time employee for a specified period of time and/or to carry out a special short-term project of not less than six (6) weeks or more than six (6) months.

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. The parties agree to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of filling of the last position posted, shall be offered to part-time employees in accordance with Article 20:01. Upon completion of the original term position, the employees shall be returned to their former positions.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours' notice of return of the current incumbent to 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 six (6) weeks, 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.

Once an employee leaves a term position they have no rights to subsequently return to that same term position.

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 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** A “Probationary Employee” is one who has not completed the equivalent of six hundred and seventy-five (675) hours of employment and, during that period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employee and such action shall not be grievable.
- 3:06** The words “Casual Employee” shall mean a person who is called occasionally to replace an absent employee. The word “Absent” shall mean not working as regularly scheduled for reasons such as vacation, sickness, etc., and shall not include an employee’s normal rest days. The terms of this Agreement shall not apply to the casual employee, except as specified hereinafter:
- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
 - (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”. Increments will be earned in accordance with the number of hours worked.
 - (c) Casual employees are entitled to the shift premium(s) outlined in Article 18.
 - (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1½x) their basic rate of pay.
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Articles 13:01(a) and (b), 13:02, and 13:08.

- (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 in accordance with Article 4.
- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) Retroactive to their first day of employment, seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 8:02. Such casual seniority will not take priority over full-time or part-time employee seniority.

Regular hours worked for seniority purposes shall also include any hours worked in a term position.

- (i) Articles 6 and 7 herein apply only with respect to the terms of this Article.
- (j) A casual employee shall be entitled to pay for a general holiday provided that she earned wages during fifteen (15) of the thirty (30) calendar days immediately preceding the date of the general holiday. Should the employee qualify for pay for a general holiday, she shall be paid an average of daily earnings during the thirty (30) calendar day period.
- (k) 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 **deposit**.

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” and/or “Facility” shall mean the Convalescent Home of Winnipeg.

- 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-5823.
- 3:10** The word “Promotion” shall mean a change from one grade to another grade with a higher maximum rate of pay.
- 3:11** The word “Demotion” shall mean a change from one grade to another grade with a lower maximum rate of pay.
- 3:12** The word “Transfer” shall mean a change by an employee from one position in a grade to another position within the same grade in Schedule “A”.
- 3:13** 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.

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, **employee number** 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 employees will be directed to fill out the form and give it to the union's designated officer at the facility.

4:07 Employees will be required to submit to the Employer written notification of any change of address. The Employer will forward such changes in address to the Union.

4:08 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 layoff procedures specified in this Agreement.

- 5:03** (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of 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 5:03(a) above, first consideration shall be given to the employee with the most seniority.

Article 6 Grievance Procedure

- 6:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 6:02** An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 6:03** Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of one (1)

employee, 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 his 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 Department Head or designate.

6:06 Step 2

Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:05, the Union may within the ensuing ten (10) calendar days, submit the grievance in writing to the designated Administrative Officer.

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 the ensuing 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 be Chairperson.
- 7:04** In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 7:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 7:06** The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07** The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- 7:08** **Clarification on Decision**
Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.
- 7:09** **Expenses of the Board**
Each party shall pay:
- (a) The fees and expenses of the Nominee it appoints.

(b) One-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

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

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

Article 8 Seniority

8:01 Seniority shall be defined as the total accumulated regular hours of service calculated from the date the employee last entered the service of the Employer.

8:02 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.

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

- (a) Paid leave of absence;
- (b) Paid income protection;
- (c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave.
- (d) Workers Compensation up to two (2) years in that appropriate time period.

8:04 Seniority will terminate if an employee:

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

8:05 Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks; except those referenced in 8:05(e);
- (e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI 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) She/he is on an educational leave of absence up to two (2) years.

8:06 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 8:06(b);
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or **D&R** for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twenty-four (24) months;
- (d) Is on the trial period of an out-of-scope position;
- (e) Is in a term in an out of scope position;
- (f) Is on an educational leave of absence in excess of two (2) years.

8:07 A seniority roster of all employees indicating the total seniority hours since the date of entry into the service of the Employer, in the Health Care Support Services shall be prepared by the Employer at an effective date of the end date 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. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

A seniority list shall be distributed, upon written request, to the local/site Union Representative on a semi-annual basis.

8:08 Should an employee be promoted or transferred to a position outside of the bargaining unit and he is returned to the bargaining unit within ninety (90)

working days from the date of promotion or transfer, he will re-enter the bargaining unit with full seniority.

Article 9 Vacancies, Promotions and Transfers

- 9:01** (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall be numbered, include position number where applicable, state required qualifications, current location and shift, hours of work and wage rate. A copy of each posting shall be given to the Union Local President at the time of posting. 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.
- (b) **An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.**
- (c) When more than one (1) vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should she be awarded any of the positions for which she applied, she shall not have the right to file grievance with respect to other positions for which she applied and expressed lower preference.
- (d) An employee on leave of absence or income protection shall be considered for promotion or transfer along with other applicants, provided that, during such absence, the employee advises the HR/ Administration Department of her request for promotion or transfer, by telephone during normal business hours, and the employee shall provide written confirmation of her request within twenty-four (24) hours.
- 9:02** As per the posting provisions contained in Article 9:01, within five (5) working days the Employer will select the person for the position and will

post her name in the same location where the position was previously posted, providing there are qualified applicants as per Article 8:02.

- 9:03** All promotions and voluntary transfers to a new department / program / site, as determined by the Employer, 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 increment adjustments as may have been applicable as per Article 17:03 or 20:07 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 / program / site, as determined by the Employer, and 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 do so at the discretion of the Employer.

- 9:04** When an employee is promoted, her 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, subsequent increments, if any, shall be due upon completion of full-time yearly hours worked in the new position, as per Schedule "A" and Article 12.

When an employee is promoted to a new position while maintaining their original position in a lower classification, increment hours for the original position shall be maintained separately until the next increment is due; thereafter 17:03 shall apply.

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.

Where an employee is involuntarily demoted from a position in a higher grade to a position in a lower grade, 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.

The employee will be entitled to their next increment increase after working 2,015 hours from their last increment.

Should an employee who has been demoted return to her former **classification** in the higher grade, she shall be placed in accordance with the above or on the increment step she had achieved prior to her demotion, whichever provides for the higher rate.

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

9:07 Article 9:01(a) shall not preclude the Employer from advertising outside The Home premises.

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 occupational grade. 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 8:02 of the Collective Agreement.
- 10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in equal or lower paid occupational grade/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 8:04(d).
- 10:08** **Reduction of Hours/Deletion of an Occupied Position**
- (a) In the event that an employee has his/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 grade, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question. Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower grade 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 in writing, 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 **deposit**, and shall be prorated on the basis of hours paid at regular rate of pay.
- (b) Income protection accumulation shall be calculated as follows:

Additional available hours
worked by the laid off employee x Entitlement of a full-time employee
 Full-time hours

- (c) The employee shall be paid four point six two (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 **deposit**.
- (d) Participation in benefit plans is subject to the provisions of each plan.
- (e) Seniority shall be calculated in accordance with regular hours worked for these additional available shifts.

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 or the region.

10:11 **Workplace Reorganization**

If 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 department head 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.

An employee who qualifies for maternity leave may apply for such leave in accordance with maternity leave “Plan A” or maternity leave “Plan B” but not both.

(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 15:11.

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 15:11.

(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 Insurance benefits and that the **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 (2) weeks or one (1) 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, 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. On return from maternity and/or parental leave, the employee shall be placed in her former position and shift 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. On return from maternity and/or parental leave, the employee shall be placed in her former classification and shift at the same increment step.
- 11:03** (a) An employee shall be granted four (4) regularly scheduled 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, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometres from the respective facility, or may be granted at the Employer's

discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility.

- (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, totalling 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 like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (F) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements

for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

(G) Seniority shall accrue as per Article 8:03(c) and 8:05(d).

(H) Subject to the provisions of Article 15:11, 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 and 20:09(D).

11:04 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 11:03(b).

11:05 An employee **required to attend jury selection or serve as 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 and **shall** remit to the Employer any payment received except 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 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.

Should an employee requesting Union leave be scheduled for vacation at that time, the Employer shall credit the employee with alternate days of vacation equivalent to the number of days of approved Union leave.

- 11:08** Except in cases of emergency, at least three (3) days advance notice of request for such leave will be given by the employee or the Union.
- 11:09** 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 15:12, 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 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.
 - (c) Seventy-five (75) hours biweekly.
- 12:02** Exclude an uninterrupted meal period of at least thirty (30) minutes and not more than one (1) hours duration to be scheduled by the Employer, during each regular working day.

An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

An employee who is required to remain in the work site during the meal period shall receive pay at overtime rates for the entire meal period.

- 12:03** A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed to between the Employer and the employee.
- 12:04** Shift schedules for a minimum of a two (2) week period shall be posted at least two (2) weeks in advance of the beginning of a scheduled period. Except in cases of emergency, shifts within the minimum two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.
- Once a shift schedule has been posted, employees may request time off. Such requests will not be unreasonably denied.**
- 12:05** All full-time employees shall have a minimum of one (1) weekend off in each biweekly period. Weekend shall mean a consecutive Saturday and Sunday.
- 12:06** For identification purposes, shifts will be named as follows:
- (a) The shift commencing at or about 23:30 hours shall be considered the first/night shift;
 - (b) The shift commencing at or about 07:30 hours shall be considered the second/day shift;
 - (c) The shift commencing at or about 15:30 hours shall be considered the third/evening shift.
- 12:07** Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head or designate and shall not result in overtime costs to the facility.
- 12:08** Except for training purposes or evaluation where there is just cause, the employee's existing shift may be changed only by mutual agreement between the employee and the Employer.

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

Nothing in this Article shall prevent the Employer from designating certain positions As “floats” which can be required to work more than one shift, providing that these positions are posted as such and provided that such positions are not used to circumvent the intent of this Article which is to provide for fixed shifts whenever possible.

12:09 Cancelled Shifts

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.

12:10 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Employer and the Union.

12:11 Every employee shall have a minimum of fifteen and one-half (15½) hours off between scheduled shifts except where rotation of shifts occurs.

12:12 No employee will be required to work a split shift.

Article 13 Overtime

13:01 (a) Overtime shall be all time authorized by the Employer worked in excess of regular fulltime daily and/or biweekly hours established in accordance with Article 11. However, overtime shall not be payable for occasional periods of less than ten (10) minutes.

(b) Employees shall receive one and one-half times (1½x) their regular hourly rate of pay, or one and one-half times (1½x) off at regular pay for the first three (3) hours of overtime and double time (2x) their regular hourly rate for all subsequent overtime.

13:02 All overtime worked on a general holiday shall be paid as outlined in Article 13:01(b).

- 13:03** Overtime may be accumulated to a maximum of seventy-seven and one-half (77½) hours (i.e. ten [10] work days), and may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year, or will be paid out at the end of the current fiscal year. Except in unique circumstances, two (2) weeks' notice of requests will be provided.
- 13:04** Overtime duty shall be distributed equitably between the employees in the work unit qualified to perform the assigned duties.
- 13:05** Full-time employees 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 saving time to Central standard time shall be deemed to be authorized overtime.
- 13:07** An employee required by the Employer to attend classes of instruction or interdepartmental meetings outside his regular hours shall be paid straight time rates for time spent in attendance at such courses or meetings or be given equivalent time off, subject to Article 13:03.
- 13:08** A meal shall be provided by the Employer for any employee required to work unscheduled overtime of one and one-half (1½) hours or more. Time spent away from the workstation for the meal shall be paid for at the overtime rate by the Employer.
- 13:09** Employees working two (2) consecutive shifts will be paid at two times for the second shift.
- 13:10** A full-time employee who works on a scheduled day off shall be paid two times (2x) 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:

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

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 times ($1\frac{1}{2}x$) 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, 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 day's 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 her request for time off at least two (2) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31st, of any year, the employee shall receive her regular rate of pay for all days banked.
- 14:07** Where the Facility determines that work is to be performed on a general holiday, the employee whose regular scheduled shift that falls on the general holiday shall have the option to work on that shift, provided the employee submits a written request to her supervisor prior to the posting of a schedule as per Article 12:04. Such request shall not be unreasonably denied.

Where more than one employee is involved, the most senior employee in that classification shall be given preference.

14:08 **General Holidays**

The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavoring to grant each employee as many consecutive days off as is reasonably possible over either Christmas Day or New Year's Day.

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 examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:

(i) Whenever possible, appointments are to be made on the employee's day off or at a time when 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.

15:03 An employee who will be absent under the conditions outlined in Article 15:01 shall inform her supervisor prior to the commencement of her next scheduled shift(s). 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 the Day Shift: One (1) Hour

Prior to Evening Shift: Three (3) Hours

Prior to Night Shift: Three (3) Hours

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two (72) hours. An employee undergoing elective surgery must give seven (7) 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 no later than the following:

Day Shift: Notify the Employer by 14:00 hours the day prior to returning to work;

Evening Shift: Notify the Employer by 10:00 hours the day returning to work;

Night Shift: Notify the Employer by 12:00 hours the day returning to work.

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

- 15:04** (a) All employees shall accumulate income protection at the rate of one and one-quarter ($1\frac{1}{4}$) days for each completed month of service. A full month of service shall mean one hundred and sixty-two point five (162.5) regular hours.
- (b) The Employer agrees that the income protection credits accumulated prior to the effective date of this Agreement will be maintained.
- (c) The Employer will furnish to the employee, upon written request, a statement of accumulated sick leave credits.
- (d) Absence on account of illness for less than a half day will not be deducted. Absence for a half day or more, and less than a full day, shall be deducted as a half day.
- 15:05** A committee comprised of Management and Union personnel will review payments of income protection to employees in order to minimize the abuse of income protection. Disciplinary action will be at the sole discretion of the Employer.
- 15:06** Income protection credits will accumulate on the same basis as seniority is accrued under Article 8.
- 15:07** During the probationary period, as per Article 3:05, an employee may claim accumulated income protection credits. However should an 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.

15:08 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

15:09 If an employee is to be absent for illness for a period exceeding her income protection, including EI 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.

15:10 **Income Protection and Workers Compensation**

- (a) (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the employee by WCB.
- (iii) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:

- (A) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (B) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - (C) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance.
 - (D) In the event the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of 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 WCB payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02 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) Where a work assessment period or a modified return to work period is recommended by MPI, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the MPI covering all related costs.

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Union shall be notified and involved if there is a request for a

Rehabilitation and Return to Work Program for employees. 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.

- 15:11** 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 (twenty percent [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 15:12. 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
- 15:12** **Subject to the provisions of Article 15:11, an employee may use income protection for illness of a spouse, child or parent.**

Article 16 Annual Vacation

- 16:01** The vacation year shall be from April 1 in the one year to March 31 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 March 31 will be granted vacation based on a percentage of regular hours worked, in the new vacation year.
- 16:03** Annual vacation shall be earned at the rate of:
- (a) An employee shall be granted fifteen (15) working days' vacation in her first year of employment at her regular rate of pay.
 - (b) An employee shall be granted twenty (20) working days' vacation in her fourth through tenth year of employment at her regular rate of pay.

- (c) An employee shall be granted twenty-five (25) working days' vacation in her eleventh through twentieth year of employment at her regular rate of pay.
- (d) An employee shall be granted thirty (30) working days' vacation in her twenty-first and subsequent years of employment at her regular rate of pay.

16:04 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 (i.e. twenty-fifth, thirtieth, thirty-fifth, fortieth, 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 pro rata portion of this benefit.

16:05 All employees entitled to vacation with pay shall receive their vacation pay on their last scheduled day of work prior to taking vacation, provided they have notified the pay office in writing one full pay period prior to the commencement of the vacation period. Employees not requesting their vacation pay in advance shall continue to be paid on the regular pay days.

16:06 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 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. 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.

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

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

- 16:07** The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the first day of the new vacation year. Vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 16:08** Vacation earned in any vacation year is to be taken in the following vacation year as per Article 16:01. Upon receipt of a written request, the Employer, at its sole discretion, will consider a carryover of vacation from one year to the following year.
- 16:09** 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.
- 16:10** Where an employee is subpoenaed for jury duty or in receipt of WCB 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 16:07.
- 16:11** Vacation entitlement will be payable at the employee's regular rate of pay.
- 16:12** No employee shall be required to take a split vacation.

16:13 An employee who transfers to a different unit or department after vacation requests have been approved will have her / his vacation scheduled by the manager of the new unit in consultation with the employee within the time periods remaining during the vacation year.

16:14 **An employee requested to report to work on a scheduled day of vacation shall receive two times (2x) for all hours worked and the vacation day will be rescheduled.**

An employee who volunteers to work on a scheduled vacation day will be paid at the straight time rate and the vacation day will be rescheduled as mutually agreed.

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 biweekly to each employee in accordance with his grade listed in Schedule “A”.

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

(c) Errors in pay equivalent to one (1) full day (7.75 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) day (7.75 hours) of regular pay, the employee shall, upon request, be paid by supplemental pay or manual **deposit** as soon as possible within the five (5) 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 or classification. When an unpaid leave of absence in excess of four (4) weeks is

granted, the annual increment for the employee shall move forward in direct relation to the length of the leave.

- 17:04** (a) 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.
- (b) Employees assigned to perform the duties of an employee in a lower rated classification shall continue to receive the rate for his regular duties.
- 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) An employee required to return to the facility on a callback as referenced in Article 13:05 will have:
- (i) Return transportation provided by the Employer; or

- (ii) Reimbursement 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 for all mileage thus accrued.
- (c) Employees required to attend meetings outside the facility shall be reimbursed applicable transportation and mileage rates as outlined above.
- (d) The Employer shall provide transportation to any female employee whose shift ends between midnight and 6:00 a.m. This provision also applies to any female employee whose shift commences prior to 6:00 a.m.

17:08 Every employee who is required by the Employer to wear a uniform shall be paid eight cents (\$0.08) per hour for all regular hours worked for the purchase and maintenance of the uniform. Uniforms shall conform to the standards determined by the Employer.

Effective January 1, 2009, where employees are required by the Employer to wear CSA approved safety boots at all times when on duty, the Employer agrees to reimburse said full-time and part-time employees up to two hundred dollars (\$200) every twenty-four (24) months for the purchase of CSA approved safety boots. Satisfactory proof of purchase must be provided to the Employer by the employee for reimbursement.

Probationary employees will be eligible for reimbursement upon the successful completion of their probation.

Article 18 Premiums

- 18:01** (a) Employees required to work the majority of their hours on any shift between 16:00 hours and 24:00 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
- (b) Employees required to work the majority of their hours on any shift between 00:01 hours and 08:00 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.

Effective April 1, 2016, the night shift premium shall increase to one dollar and ninety cents (\$1.90) per hour.

Effective October 1, 2016, the night shift premium shall increase to two dollars and five cents (\$2.05) per hour.

- 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 00:01 hours on the Saturday and 24:00 hours on the following Sunday.

Effective April 1, 2016, the weekend premium shall increase to one dollar and fifty cents (\$1.50) per hour.

Effective October 1, 2016, the weekend premium shall increase to one dollar and sixty-five cents (\$1.65) per hour.

- 18:04** Effective date of ratification, the evening shift premium shall also be applicable to each hour worked after 16:00 hours on a modified day or evening shift during which at least two (2) hours are worked after 16:00 hours.

Article 19 Terminations

- 19:01** An employee may terminate her employment with the Facility 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:

| <u>Period of Employment</u> | <u>Notice Period</u> |
|---|----------------------|
| Less than one (1) year | One (1) week |
| At least one (1) year and less than three (3) years | Two (2) weeks |
| At least three (3) years and less than five (5) years | Four (4) weeks |
| At least five (5) years and 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; or
 - (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.
- 19:04** On termination, the employee shall return to the Employer all property of the Employer in his possession or be liable for replacement cost of same.

Article 20 Special Provisions Re: Part-time Employees

- 20:01** (a) Part-time employees who make it known to the Employer that they wish to work additional available hours shall be given such hours on an equitable basis within their wards or departments provided this does not result in overtime pay. Said employees to receive all benefits when working these extra hours.
- (b) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

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 Annual Vacations

(a) Entitlement to Vacation Pay

Part-time employees shall earn and accrue entitlement to vacation pay on a pro rata basis in accordance with the following formula:

$$\frac{\text{Hours Paid at Regular Rate}}{\text{Full-time Hours}} = \text{Prorating factor}$$

Example of Entitlement to Vacation Pay

Employee 'A' is a part-time employee, listed as .5EFT. In the previous year, 'A' worked more than .5 of the full-time hours, and in fact worked

1,410 hours. 'A's' entitlement to vacation pay would be based on a prorating factor of:

$$\frac{1,410}{2,015} = .7 \text{ prorating factor}$$

(b) Entitlement to Vacation Time

Actual entitlement to vacation time for part-time employees shall be based on years of service as provided for in Article 16:03.

Example of Entitlement to Vacation Time

Employee 'A' is in his/her fifth year of employment. Employee 'A' is entitled to twenty (20) working days per year of vacation time. For greater certainty, the term "Working Days" means days on which Employee 'A' is regularly scheduled to work.

(c) Entitlement to Receive Vacation Pay and Vacation Time

(i) Initial Selection of Vacation Time

Part-time employees shall have an initial right to indicate their preference to dates on the basis of the procedure set out at Article 16:05. During this initial procedure for vacation selection, part-time employees shall be allowed to indicate their preference up to a maximum on the basis of the prorating of their vacation time entitlement in accordance with the following formula:

$$\text{Prorating factor} \times \frac{\text{Entitlement to vacation time}}{\text{vacation time}} = \frac{\text{Number of vacation days}}{\text{(working days)}}$$

Example of Initial Selection

During the initial selection procedure set out at Article 16:05, Employee 'A' shall have the right to indicate in writing his/her preference as to the following maximum number of vacation dates:

$$.7 \times 20 = 14 \text{ working days}$$

(ii) Selecting the Balance of the Vacation Time

After the initial selection set out in subsection (c)(i) has been completed, the selection of the balance of vacation time shall be at

the option of the part-time employee but shall be governed by the last sentence of paragraph 1 of Article 16:05.

Example of Selecting the Balance of Vacation Time

Employee 'A' would have the option to select the following number of working days in order to exhaust his/her vacation time entitlement:

$$.3 \times 20 = 6 \text{ working days}$$

Alternate Example

In the event that Employee 'A' chose to select twelve (12) working days of vacation time in the initial selection, Employee 'A' would have the option to later select up to eight (8) working days in order to exhaust his/her vacation time entitlement.

(iii) Operational Requirements

The provisions of Article 16:05 dealing with operational requirements apply equally to the selection procedures set out in subsection (c)(i) and (ii).

(iv) Receipt of Vacation Pay

Unless a part-time employee requests to be paid in accordance with one of the four (4) options set out below, and to the extent that he or she still has unused vacation pay, a part-time employee shall be paid his or her regular rate of pay for the number of hours he or she was scheduled to work on the working day taken as vacation time. An employee may choose to request to receive vacation pay in accordance with the one (1) of the four (4) options:

- (A) Partial pay divided equally over his/her entire vacation time entitlement; or
- (B) Full pay for vacation days up to such point as his or her vacation pay is exhausted; or
- (C) A combination of (A) or (B) above; or

(D) Partial or full vacation pay as set out above for a portion of the vacation time and the balance of vacation pay in a lump sum regardless of whether the part-time employee intends to take any unused vacation time at a future date in the vacation year.

20:05 An employee requested to report to work on a scheduled day of vacation shall receive two times (2x) for all hours worked and the vacation day will be rescheduled.

An employee who volunteers to work on a scheduled vacation day will be paid at the straight time rate or at the applicable overtime rate and the vacation day will be rescheduled as mutually agreed.

20:06 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 **deposit**.

General holiday pay earned in accordance with the above shall be considered as paid hours for the purpose of accruing seniority.

20:07 Overtime

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

20:08 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).

20:09 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, brother's wife, sister's husband, 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, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a funeral more than two hundred and fifty (250) kilometres from the respective facility, or shall be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) 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:
 - (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.

- (ii) 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.
- (iii) An employee may take no more than two (2) periods of leave, totalling 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.
- (iv) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (A) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (I) The day the certificate is issued; or
 - (I) If the leave was begun before the certificate was issued, the day the leave began; and
 - (B) The family member requires the care or support of one (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:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;

- (iv) 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;
 - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - (vii) The spouse or common-law partner of a person mentioned in any of the Sub-articles (iii), (iv) (v) and (vi);
 - (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 8:03(c) and 8:05(d).
- (h) Subject to the provisions of Article 15:11, 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 and 20:09.

20:10 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 20:09(b).

Article 21 Committees

21:01 The Employer and the Union agree to cooperate in the operation of the joint Staff Management Committee. This Committee shall be composed of a minimum of two (2) officers of the Union and a minimum of two (2) officers of management.

The object of this Committee shall be:

- (a) To provide fuller understanding and confidence between staff and management; and
- (b) To prevent and correct abuse of income protection.

21:02 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:

- (a) Retire at age sixty-five (65) years; or
- (b) Retire after age sixty-five (65) years; or
- (c) Have completed at least ten (10) years of continuous employment and retires after age fifty-five (55) years but before age sixty-five (65 years);
- (d) Employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of that service equal eighty (80); shall be granted retirement bonus on the basis of four (4) days per year of employment.

- 22:02** Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.
- 22:03** Employees retiring in accordance with the conditions of Article 22:01 shall be granted 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 Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (**HEB Manitoba**) Trust Agreement, **HEB Manitoba** Plan Text, and other applicable written **HEB Manitoba** policies and guidelines.
- 22:07** Effective April 1, 2008, 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 her/his estate.

Article 23 Employee Benefits

23:01 Dental Plan

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

23:02 Disability and Rehabilitation Plan

The Disability and Rehabilitation Plan with benefit levels, as determined by the HEBP Board of Trustees, shall continue to be implemented for all eligible employees.

The Employer will contribute to a maximum of two point three percent (2.3%) of base salary to fund the Provincial Disability and Rehabilitation Plan.

The Employer agrees to fund its share of costs on an administrative service basis as required and in addition, the Employer will provide a net reserve to cover future benefits for employees on the disability plan.

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

It is understood that the elimination period for the Disability Rehabilitation Plan is one hundred nineteen (119) calendar days.

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, she 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 or health care related facility; or
 - (b) Transfer or combine any of its operations or functions with another health care facility or health care related facility; 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) kilometre 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 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 **April 1, 2012** until **March 31, 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 Union representatives and/or grievors shall be granted necessary time off duty with regular pay to meet with the Employer for the purpose of processing grievances, conducting negotiations and any joint committee

established by this Agreement, subject to a maximum cost to the Employer of maintaining salaries for three (3) employees so engaged.

- 27:04** Union local representatives and officers 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 all employees involved. Such authorization shall not be unreasonably withheld. To the extent practical and possible, all such Union activities shall be conducted during off hours.
- 27:05** One (1) copy of this Agreement shall be provided by the Union to each Union member. On request, the Union will provide free of charge to the Employer a copy of this Agreement for each supervisor and department head.

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 of residence
 - Membership or non-membership or activity in the Union,

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

28:02 Harassment

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

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 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.

28:03 The parties agree that all employees are entitled to a respectful and safe workplace, which is free from discrimination, harassment and violence.

28:04 The Employer, in consultation with its employees, will develop a respectful workplace policy or review an existing policy to be included in the Employer's policy manual.

Article 29 Bulletin Boards

29:01 The Employer agrees to continue to provide space in the employees' lunch room for the Union notice board, and to post thereon notices relating to Union affairs which bear the signature of an authorized Union representative. The Employer reserves the right to remove posted material if considered damaging to The Home.

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 facility makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

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

Article 31 Employee Evaluation

31:01 Every employee, on successful completion of the probationary period, shall receive a copy of each written evaluation of his work performance. He shall retain the right to have the assistance of the Union representative in any dispute relative to work performance, including the grievance and arbitration procedure of this Agreement. He shall not be requested to indicate in writing acceptance of the substance of the evaluation in less than seven (7) calendar days. When any employee evaluation contains any statement of an employee other than the employee named in the evaluation, it shall be in writing and signed by the employee making the statement.

Article 32 Standby and Callback

32:01 An employee who is designated in writing by the Employer to be on standby shall be entitled for payment of one (1) hours basic pay for each eight (8) hour period 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.

Effective April 1, 2010, an employee who is designated in writing by the Employer to be on standby shall be entitled for payment of two (2) hours basic pay for each (8) hour period or a pro rata payment for any portion thereof.

Article 33 Storm/Disaster Pay

33:01 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, he/she will be allowed to use banked time in lieu of overtime, banked statutory holiday or vacation time.

33:02 If an employee is able to attend at work in spite of the above conditions, and they do so as soon as is possible and within one (1) hour of the scheduled start time, they shall be entitled to pay for the full shift.

Article 34 Education Leave

34:01 The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wish to maintain an employment relationship with the Employer.

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

Article 35 Job Descriptions

35:01 The Employer shall make available to each employee a job description outlining the normal duties to which he is assigned.

35:02 The Employer shall make available to the Union a copy of each job description outlining the duties of each job title in each level contained in Schedule "A".

35:03 Each job description shall state the qualifications required for each job. The required qualifications shall not be changed in the term of this Agreement, without notice to the Union.

Article 36 Working Short

36:01 The parties agree that staffing levels affect care for patients/residents, and employees working conditions. The parties therefore agree:

- (a) The Employer is responsible to review and determine staffing requirements.
- (b) The Employer shall strive to maintain base staffing levels in the units wherever reasonable and practicable.
- (c) In the event that the Employer determines that a vacant shift will not or cannot be filled, the Department Head/Supervisor/Charge Nurses shall, in consultation with the staff:
 - (i) Evaluate and reorganize the workload;
 - (ii) Provide direction to staff as to which activities take priority, and where appropriate, functions that they will not be able to complete.

The issue of workload concerns / working short will be a standing agenda item under the Joint Committee established under Article 21:01.

Topics of discussion may include:

(A) Review and discuss staffing levels/workload issues such as:

- Sick replacement processes
- Recruiting
- Current vacancies
- Workload distribution
- Shift duration
- Other

(B) Establish a mechanism for monitoring staffing levels/workload issues, including the development of jointly approved working short and overtime forms (examples to be tabled).

- (C) Review and make recommendations to facility management regarding the above.

The Committee will meet within thirty (30) days following ratification of the Collective Agreement and shall jointly determine the frequency of meetings.

Article 37 Loss Of or Damage To Personal Effects

- 37:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for replacement of same.
- 37:02** 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.
- 37:03** 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 38 Safety and Health

- 38:01** 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.
- 38:02** 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.

38:03 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;
- (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 thirty (30) days.

38:04 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 behaviour 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.

38:05 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.

38:06 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 39 Overpayments

39:01 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 twelve (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.

39:02 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.

Article 40 Special Provisions Regarding Employees Occupying More Than One Position

- 40:01 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.
- 40:02 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.
- 40:03 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.
- 40:04 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.
- 40:05 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.
- 40:06 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.

- 40:07 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.
- 40:08 Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one (1) of the positions occupied.

IN WITNESS WHEREOF A representative of Convalescent Home of Winnipeg has hereunto set their hand for, and on behalf of, Convalescent Home of Winnipeg; and Sheila Gordon, 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 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

Schedule "A"

NOTES #1:

| | |
|-------------------------|--|
| Effective April 1, 2014 | 2.5 % increase on hourly rates for all classifications |
| Effective April 1, 2015 | 2.5 % increase on hourly rates for all classifications |
| Effective April 1, 2016 | 2.0 % increase on hourly rates for all classifications |

Increment Steps (In Hours)

Effective April 1, 2006

| Full-time Employee Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------|--------|-------|--------|--------|--------|--------|--------|
| Daily | Annual | | | | | | |
| 7.25 | 1,885 | 0 | 1,885 | 3,770 | 5,655 | 7,540 | 9,425 |
| 7.50 | 1,950 | 0 | 1,950 | 3,900 | 5,850 | 7,800 | 9,750 |
| 7.75 | 2,015 | 0 | 2,015 | 4,030 | 6,045 | 8,060 | 10,075 |
| 8.00 | 2,080 | 0 | 2,080 | 4,160 | 6,240 | 8,320 | 10,400 |

Long Service Step

- (1) Effective October 1, 2014 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:
 - (a) Twenty (20) or more years of continuous service, and
 - (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
- (2) Employees who do not meet the above criteria on October 1, 2014 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.

Note #1: 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).

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Escort Duty

An employee reporting for work as called in for escort duty shall be paid at the appropriate rate of pay for time worked with a minimum guarantee of three (3) hours pay.

Where such escort duty results in the employee being away from the work site for four (4) hours or more, upon presentation of an appropriate receipt, the employee shall be reimbursed up to a maximum of **eight dollars (\$8.00)** for the purchase of a meal.

Reasonable transportation costs will be provided by the Employer as required.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

Letter of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Civil Liability

Upon written request from the Union, the Employer will meet with the bargaining unit representatives to outline current civil liability coverage for MGEU employees.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

Letter of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Expanded Staff Mobility

The parties agree to participate in a multi-Union, multi-Employer committee to discuss expanding the scope of the current staff mobility agreement in order to facilitate the movement of staff within and across the acute, long term, and community health care sectors as required to address systemic needs.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

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

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Retroactive Pay

Retroactive pay will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing.

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.

Wherever possible retroactive pay will be made by separate **deposit**.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Emergencies

In any emergency declared by the Facility or disaster declared by EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in the Collective Agreement.

Compensation for unusual working conditions related to such emergency or disaster will be provided in accordance with the Collective Agreement.

Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union**Re: Provincial Facility Support Sector Advisory Committee**

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

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

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist.
- To identify training requirements in order to address current or anticipated shortages.
- To recommend strategies to facilitate the availability and accessibility of training programs.
- To consider other systemic staffing issues that may be raised by Committee members.

- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

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

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

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

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

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

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Maintenance of Wage Standardization

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

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

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

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

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of
Winnipeg

[Signature]
On behalf of Convalescent Home of
Winnipeg

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

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

Memorandum of Understanding

between

Convalescent Home of Winnipeg

and

Manitoba Government and General Employees' Union

Re: Classification Review

The following classifications will be reviewed as per current classification/evaluation provisions, including MWSC:

- Health Information Management Professional Group
- Tenant Companion
- Unit Clerk / HCA

Any reclassification (increase) which may apply to take effect April 1, 2015.

Signed this 17th day of May, 2015.

[Signature]
On behalf of Convalescent Home of Winnipeg

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

[Signature]
On behalf of Convalescent Home of Winnipeg

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

Salary Schedule

Effective April 1, 2012 (0.00%)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 14.479 | 14.913 | 15.361 | 15.822 | 16.296 | 16.785 |
| | | | | Monthly | 2,352.84 | 2,423.36 | 2,496.16 | 2,571.08 | 2,648.10 | 2,727.56 |
| | | | | Annual | 28,234.05 | 29,080.35 | 29,953.95 | 30,852.90 | 31,777.20 | 32,730.75 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 14.479 | 14.913 | 15.361 | 15.822 | 16.296 | 16.785 |
| | | | | Monthly | 2,352.84 | 2,423.36 | 2,496.16 | 2,571.08 | 2,648.10 | 2,727.56 |
| | | | | Annual | 28,234.05 | 29,080.35 | 29,953.95 | 30,852.90 | 31,777.20 | 32,730.75 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 16.548 | | | | | |
| | | | | Monthly | 2,689.05 | | | | | |
| | | | | Annual | 32,268.60 | | | | | |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 17.044 | 17.555 | 18.082 | 18.624 | 19.183 | 19.759 |
| | | | | Monthly | 2,769.65 | 2,852.69 | 2,938.33 | 3,026.40 | 3,117.24 | 3,210.84 |
| | | | | Annual | 33,235.80 | 34,232.25 | 35,259.90 | 36,316.80 | 37,406.85 | 38,530.05 |

Effective April 1, 2013 (0.00%)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 14.479 | 14.913 | 15.361 | 15.822 | 16.296 | 16.785 |
| | | | | Monthly | 2,352.84 | 2,423.36 | 2,496.16 | 2,571.08 | 2,648.10 | 2,727.56 |
| | | | | Annual | 28,234.05 | 29,080.35 | 29,953.95 | 30,852.90 | 31,777.20 | 32,730.75 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 14.479 | 14.913 | 15.361 | 15.822 | 16.296 | 16.785 |
| | | | | Monthly | 2,352.84 | 2,423.36 | 2,496.16 | 2,571.08 | 2,648.10 | 2,727.56 |
| | | | | Annual | 28,234.05 | 29,080.35 | 29,953.95 | 30,852.90 | 31,777.20 | 32,730.75 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 16.548 | | | | | |
| | | | | Monthly | 2,689.05 | | | | | |
| | | | | Annual | 32,268.60 | | | | | |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 17.044 | 17.555 | 18.082 | 18.624 | 19.183 | 19.759 |
| | | | | Monthly | 2,769.65 | 2,852.69 | 2,938.33 | 3,026.40 | 3,117.24 | 3,210.84 |
| | | | | Annual | 33,235.80 | 34,232.25 | 35,259.90 | 36,316.80 | 37,406.85 | 38,530.05 |

Effective April 1, 2014 (2.5%)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 14.841 | 15.286 | 15.745 | 16.217 | 16.704 | 17.205 |
| | | | | Monthly | 2,411.66 | 2,483.98 | 2,558.56 | 2,635.26 | 2,714.40 | 2,795.81 |
| | | | | Annual | 28,939.95 | 29,807.70 | 30,702.75 | 31,623.15 | 32,572.80 | 33,549.75 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 14.841 | 15.286 | 15.745 | 16.217 | 16.704 | 17.205 |
| | | | | Monthly | 2,411.66 | 2,483.98 | 2,558.56 | 2,635.26 | 2,714.40 | 2,795.81 |
| | | | | Annual | 28,939.95 | 29,807.70 | 30,702.75 | 31,623.15 | 32,572.80 | 33,549.75 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 16.961 | | | | | |
| | | | | Monthly | 2,756.16 | | | | | |
| | | | | Annual | 33,073.95 | | | | | |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 17.470 | 17.994 | 18.534 | 19.090 | 19.663 | 20.252 |
| | | | | Monthly | 2,838.88 | 2,924.03 | 3,011.78 | 3,102.13 | 3,195.24 | 3,290.95 |
| | | | | Annual | 34,066.50 | 35,088.30 | 36,141.30 | 37,225.50 | 38,342.85 | 39,491.40 |

Effective October 1, 2014 (20 Yr Step)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Year 20 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 14.841 | 15.286 | 15.745 | 16.217 | 16.704 | 17.205 | 17.549 |
| | | | | Monthly | 2,411.66 | 2,483.98 | 2,558.56 | 2,635.26 | 2,714.40 | 2,795.81 | 2,851.71 |
| | | | | Annual | 28,939.95 | 29,807.70 | 30,702.75 | 31,623.15 | 32,572.80 | 33,549.75 | 34,220.55 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 14.841 | 15.286 | 15.745 | 16.217 | 16.704 | 17.205 | 17.549 |
| | | | | Monthly | 2,411.66 | 2,483.98 | 2,558.56 | 2,635.26 | 2,714.40 | 2,795.81 | 2,851.71 |
| | | | | Annual | 28,939.95 | 29,807.70 | 30,702.75 | 31,623.15 | 32,572.80 | 33,549.75 | 34,220.55 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 16.961 | | | | | | 17.301 |
| | | | | Monthly | 2,756.16 | | | | | | 2,811.41 |
| | | | | Annual | 33,073.95 | | | | | | 33,736.95 |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 17.470 | 17.994 | 18.534 | 19.090 | 19.663 | 20.252 | 20.658 |
| | | | | Monthly | 2,838.88 | 2,924.03 | 3,011.78 | 3,102.13 | 3,195.24 | 3,290.95 | 3,356.93 |
| | | | | Annual | 34,066.50 | 35,088.30 | 36,141.30 | 37,225.50 | 38,342.85 | 39,491.40 | 40,283.10 |

Effective April 1, 2015 (2.5%)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Year 20 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 15.212 | 15.668 | 16.139 | 16.623 | 17.121 | 17.635 | 17.988 |
| | | | | Monthly | 2,471.95 | 2,546.05 | 2,622.59 | 2,701.24 | 2,782.16 | 2,865.69 | 2,923.05 |
| | | | | Annual | 29,663.40 | 30,552.60 | 31,471.05 | 32,414.85 | 33,385.95 | 34,388.25 | 35,076.60 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 15.212 | 15.668 | 16.139 | 16.623 | 17.121 | 17.635 | 17.988 |
| | | | | Monthly | 2,471.95 | 2,546.05 | 2,622.59 | 2,701.24 | 2,782.16 | 2,865.69 | 2,923.05 |
| | | | | Annual | 29,663.40 | 30,552.60 | 31,471.05 | 32,414.85 | 33,385.95 | 34,388.25 | 35,076.60 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 17.385 | | | | | | 17.733 |
| | | | | Monthly | 2,825.06 | | | | | | 2,881.61 |
| | | | | Annual | 33,900.75 | | | | | | 34,579.35 |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 17.907 | 18.444 | 18.997 | 19.567 | 20.154 | 20.759 | 21.174 |
| | | | | Monthly | 2,909.89 | 2,997.15 | 3,087.01 | 3,179.64 | 3,275.03 | 3,373.34 | 3,440.78 |
| | | | | Annual | 34,918.65 | 35,965.80 | 37,044.15 | 38,155.65 | 39,300.30 | 40,480.05 | 41,289.30 |

Effective April 1, 2016 (2.0%)

| Stand. Group # | Occupational Group | Employer Classification | Annual Hours | | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Year 20 |
|----------------|--|------------------------------|--------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 28 | Housekeeping Aide | Housekeeping Aide | 1950 | Hourly | 15.516 | 15.982 | 16.461 | 16.955 | 17.464 | 17.988 | 18.347 |
| | | | | Monthly | 2,521.35 | 2,597.08 | 2,674.91 | 2,755.19 | 2,837.90 | 2,923.05 | 2,981.39 |
| | | | | Annual | 30,256.20 | 31,164.90 | 32,098.95 | 33,062.25 | 34,054.80 | 35,076.60 | 35,776.65 |
| 35 | Linen / Laundry Attendant | Laundry Aide | 1950 | Hourly | 15.516 | 15.982 | 16.461 | 16.955 | 17.464 | 17.988 | 18.347 |
| | | | | Monthly | 2,521.35 | 2,597.08 | 2,674.91 | 2,755.19 | 2,837.90 | 2,923.05 | 2,981.39 |
| | | | | Annual | 30,256.20 | 31,164.90 | 32,098.95 | 33,062.25 | 34,054.80 | 35,076.60 | 35,776.65 |
| 41 | Health Care Aide (Non-Certified) | Health Care Aide (Untrained) | 1950 | Hourly | 17.733 | | | | | | 18.088 |
| | | | | Monthly | 2,881.61 | | | | | | 2,939.30 |
| | | | | Annual | 34,579.35 | | | | | | 35,271.60 |
| 42 | Health Care Aide (Certified / Trained) | Nurses Aide (Trained) | 1950 | Hourly | 18.265 | 18.813 | 19.377 | 19.958 | 20.557 | 21.174 | 21.597 |
| | | | | Monthly | 2,968.06 | 3,057.11 | 3,148.76 | 3,243.18 | 3,340.51 | 3,440.78 | 3,509.51 |
| | | | | Annual | 35,616.75 | 36,685.35 | 37,785.15 | 38,918.10 | 40,086.15 | 41,289.30 | 42,114.15 |