

Collective Agreement

between

Winnipeg Regional Health Authority

Labour Relations Secretariat

Health Sciences Centre Site

(the “Employer”)

and

Manitoba Government and General Employees’ Union

Local 249 - Security Patrol Officers and Supervisors

(the “Union”)

April 1, 2012 - March 31, 2017

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*All changes appear in **bold**.

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Preamble

WHEREAS the Employer and the Union desire to:

- (a) Promote co-operation and understanding between the Employer and its employees, and
- (b) Recognize the mutual value of joint discussion and negotiations of matters pertaining to working conditions, benefits and terms of employment, and
- (c) Encourage efficiency of operation, and
- (d) Promote the morale, well-being and security of members of the bargaining unit represented by the Union.

AND WHEREAS the Union recognizes that the Employer provides an essential community service and cannot be strictly compared to an industry.

NOW THEREFORE, in consideration of the covenants herein contained, the Employer and the Union agree with each other as follows:

Article 1 Scope of Recognition

- 1:01** The Employer recognizes the Union as the sole collective bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB 5896.
- 1:02** New classifications created during the term of this Agreement and coming within the scope of the bargaining unit as defined shall be added to Schedule "A".

Article 2 Duration

- 2:01** Unless otherwise stipulated, this Agreement shall be in effect from the first day of April, **2012** to the thirty-first day of March, **2017** and thereafter, until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.

- 2:02** This Agreement may be amended during its term by mutual agreement.
- 2:03** **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.**
- 2:04** If notice is not given within the above-mentioned thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one year.
- 2:05** The Union and its officers agree that there shall be no strikes, slowdown, or interference with work during the life of this Agreement, and to this end the Union will take action to prevent any employee covered by this Agreement from engaging in any such activity. The Employer agrees that there shall be no lockout during the life of this Agreement.
- 2:06** The Union agrees to give the Employer at least two (2) weeks written notice as to the date of any intended strike action and the Employer agrees to give the Union at least two (2) weeks written notice as to the date of any intended lockout.

Article 3 Management Rights

- 3:01** The Union recognizes the right of the Employer to exercise its function of management which includes, without limiting the generality of the foregoing; the right to direct the work of its employees; to hire, promote, demote and discipline, suspend and discharge for just cause; to expand or contract the numbers of the work force; to assign activities; to determine job content; to determine the classification of employees; to make, modify and enforce rules and regulations; to establish the standards of volume, the level and quality of

work performance; and to sub-contract work to meet the requirements of the Employer.

- 3:02** In exercising its management rights the Employer agrees to act in a manner that is fair, reasonable, and consistent with the Agreement as a whole.

Article 4 Union Security

- 4:01** The Employer agrees to deduct from the pay of each employee in the bargaining unit the current bi-weekly union dues and/or assessments levied in accordance with written instructions from the Union.
- 4:02** The Employer will remit to the Union monthly any monies deducted, along with a list of employees from whom deductions have been made.
- 4:03** The Union shall notify the Employer in writing of any change in the amount of dues at least one month prior to the effective date of the change.
- 4:04** The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.
- 4:05** The Employer shall include the amount of union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.
- 4:06** The Union shall save the Employer harmless from any claims from employees covered by this Agreement as a result of Union dues and/or assessments having been collected in accordance with the terms of this Article.
- 4:07** No employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 4:08** Employees of the Employer who are not within the bargaining unit will not on a regular and recurring basis, perform work normally performed by members of the bargaining unit except in cases of training and instruction, emergency, or

in the event of temporary absence of a bargaining unit employee(s) which necessitates that work be performed by another employee of the Employer.

- 4:09** When requested by the Union, the Employer shall provide to the Union the mailing addresses of all employees covered by the Collective Agreement for the purpose of conducting a contract ratification and/or strike vote.

Article 5 Union Representation

- 5:01** The Union agrees to provide the Employer with a current list of Stewards and committee representatives of the unit and will advise the Employer of any changes which may occur from time to time.
- 5:02** When meeting with the Employer for the purpose of conducting negotiations, one (1) employee attending as a representative of the Union shall suffer no loss of regular pay. It is also understood that there may be an additional one (1) employee present without loss of regular pay and that the Union will reimburse the Employer for total recovery of payroll and related costs.
- 5:03** When meeting with the Employer for the purpose of dealing with a grievance, the grievor and one (1) steward shall suffer no loss in pay.
- 5:04** Employees whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of any pay as a result.
- 5:05** The staff representative of the Union shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 5:06** The Union representative or designate shall have up to fifteen (15) minutes during work time at a time mutually agreeable with the Employer, or up to thirty (30) minutes at a new employee orientation session, to acquaint new employees falling within the scope of this Collective 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 6 Non-Discrimination

6:01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free of discrimination and harassment.

The parties agree that there shall be no discrimination based upon:

- Ancestry, including colour and perceived race,
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the union,

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

6:02 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 a confidential manner by the Employer, the Union, and the employee(s).

6:03 The definition of harassment and discrimination shall consist of the definition contained in the Manitoba Human Rights Code and the Labour Relations Act.

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

Article 7 Definitions

7:01 The word “qualification(s)” when used in this Agreement shall mean the required knowledge, education, related experience or certificate as

determined by the Employer to adequately perform the job demands and requirements.

- 7:02** An “employee” is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.
- 7:03** A “full-time” employee is one who regularly works the full prescribed hours of work specified in the Hours of Work Article, Article 19.
- 7:04** A “part-time” employee is one who is employed for less than the regular hours in a position within the bargaining unit on a scheduled basis.
- 7:05** A “temporary” employee is one who is employed for a specified period of time, or for a particular project or special assignment, that shall not exceed two (2) calendar years unless mutually agreed between the Employer and the Union. A temporary employee may be required to work full-time and/or part-time hours and will be entitled to all provisions of the Collective Agreement unless otherwise specified. A temporary employee may not be terminated and re-hired for the purpose of extending the period of temporary employment. A temporary employee shall have no seniority rights in matters of layoff and recall.
- 7:06** A “term appointment” is the placement of an individual for a specified period of time, or for a particular project or special assignment, that shall not exceed two (2) calendar years unless mutually agreed between the Employer and the Union. When the Employer determines it is necessary to enact a term appointment due to extended illness, accident or a Workers Compensation claim, it is recognized that the Employer will be unable to provide a definitive expiry date.

In such cases the Employer shall state on the job posting that said term position will expire upon the current incumbent providing a forty-eight (48) hour written notice period of their ability to return to their former position.

Employees, who have established seniority pursuant to Article 12, will be allowed to apply to a term appointment that is posted and filled in accordance

with Article 13. The successful applicant shall, upon the conclusion of the term appointment, be returned to their former position and salary level.

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 six (6) weeks of the expiry of the original term position.

7:07 “Bi-weekly period” shall mean the two (2) weeks constituting a pay period.

7:08 Where the context so requires, masculine and feminine genders, and singular and plural numbers shall be considered interchangeable.

7:09 “Weekend” denotes Saturday and Sunday.

7:10 The word "promotion" shall mean a change from one (1) grade to another grade with a higher maximum rate of pay.

Article 8 Bulletin Board

8:01 The Employer agrees to provide one (1) bulletin board located in Room MS 241 and one (1) bulletin board located in Room PX 114A for use by the Union. The Union, through the local President, agrees to comply with any request by the Employer to remove posted material on the grounds that it is damaging to the Employer.

Article 9 Classifications

9:01 If a new classification within the bargaining unit is established or if there is a change in the job content of an existing classification during the term of this Agreement and provided that the new or revised classification falls within the scope of the bargaining unit, the Employer will notify the Union as to the

proposed job content and rate of pay. If the Union desires to enter into negotiations concerning the rate of pay, it will so inform the Employer within seven (7) days and negotiations will commence within fourteen (14) days of receipt of such notice. These time limits may be extended by mutual agreement between the Employer and the Union.

- 9:02** Failing agreement, the matter may be referred to Arbitration in accordance with Article 11.
- 9:03** Any dispute as to whether a new classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- 9:04** An employee shall have the right to request a review of his classification if he feels that the duties of the job have substantially changed. The employee will apply in writing to the Department Head or designate.
- 9:05** The Employer will examine the duties of the Employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date they received the request from the employee.
- 9:06** A revision to an existing job description to reflect more accurately the job content shall not constitute prima facie evidence of a substantial change in job content.
- 9:07** An employee who disputes a decision provided under clause 9:05 may file a grievance in accordance with Article 10.
- 9:08** If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, the adjustment shall be retroactive to the date the new or revised classification came into effect.

Article 10 Grievance Procedure

- 10:01** A grievance shall mean any dispute between an employee, group of employees, or the Union, and the Employer regarding the interpretation, application, or alleged violation of this Agreement.

- 10:02** At each step of the grievance procedure, the grievor(s) may elect to be represented or accompanied by a Union representative.
- 10:03** Discussion Stage:
Within ten (10) days after the occurrence of a grievance, the grievor(s) and/or Union Representative shall attempt to resolve the dispute with a Manager.
- 10:04** Step One:
If the grievance is submitted but not resolved within the time period stipulated in Article 10:03, the grievor(s) and/or Union representative may, within the ensuing ten (10) days, submit the grievance in writing to the Director, Security Services or designate stating allegations and redress sought. The Director, Security Services or designate will reply in writing within ten (10) days of the submission by the grievor(s).
- 10:05** Step Two:
Failing settlement of the grievance within ten (10) days after submission under Article 10:04, the Union may refer the matter to the Director, Human Resources Services or his designate within a further ten (10) days.
- 10:06** The Director, Human Resources Services or his designate shall present a written decision to the Union within ten (10) days after receiving the grievance. If the dispute is not resolved by this decision, the Union and/or Employer may refer the matter to arbitration by serving written notice to the other party of its intention within thirty (30) days thereafter.
- 10:07** Failure of the Union or the Employer to comply with any time limit specified herein will result in the grievance being deemed abandoned. This, however, will not prejudice any future related grievance. The time limits may be extended by the mutual consent of the parties and shall be confirmed in writing.
- 10:08** For purposes of determining lengths of time in grievance and arbitration procedures, Saturdays, Sundays and General Holidays are excluded.

Article 11 Arbitration Procedure

- 11:01** Within ten (10) days after receipt of written notice of intention to refer a matter to arbitration, the parties shall endeavour to reach agreement as to a sole arbitrator.
- 11:02** Failing agreement as to a sole arbitrator, each party must notify the other of its nominee to an arbitration board (hereinafter referred to as the Board) within the ensuing ten (10) days.
- 11:03** Within ten (10) days following their nomination, the nominees to the Board shall select a mutually acceptable appointee as Chairman, or forward a request to the Minister of Labour for Manitoba to make such appointment.
- 11:04** It is mutually agreed by both parties to this Agreement that the decision of the sole Arbitrator or the majority decision of the Board shall be final and binding upon the Employer, the Union, and the grievor(s).
- 11:05** The sole arbitrator or the Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereof.
- 11:06** The sole arbitrator or Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 11:07** Any costs incurred by either party relative to an arbitration procedure shall be borne by the party, except that the costs of the sole arbitrator or Chairman of the Board shall be shared equally by the Employer and the Union.
- 11:08** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 11:09** The time limits fixed in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

Article 12 Seniority

- 12:01** Seniority is defined as follows:

- (a) Department Seniority is defined as the length of an employee's service since the last date on which they commenced employment at the Centre in a position within the scope of this Collective Agreement.
- (b) Facility Seniority is defined as the length of an employee's service since their last date on which they commenced employment with the Centre.
- (c) Seniority for part-time employees shall be accrued in accordance with regular hours worked.

12:02 Seniority will terminate if an employee:

- (a) Resigns
- (b) Is discharged for cause and not reinstated under the grievance procedure
- (c) Is laid off for more than twenty-four (24) months
- (d) Following a layoff, fails to report for duty within fourteen (14) calendar days after notification to do so
- (e) Is promoted out of the bargaining unit
- (f) Accepts a casual position. In this circumstance, the employee's seniority will be maintained for purposes of competing for vacancies involving other casual employees in accordance with Article 14 – Appendix B.

With the exception of an action taken in accordance with section (e) and (f), where an employee's seniority terminates, it will be equivalent to termination of employment.

12:03 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 in any calendar year
- (b) Is in receipt of the total and permanent disability benefits established under any disability or pension plan in excess of two (2) years
- (c) Is laid off for less than twenty-four (24) months

(d) Is on any unpaid leave of absence to seek or hold public office.

12:04 Seniority will continue to accrue if an employee:

(a) Is on any period of paid leave of absence

(b) Is on any period of paid income protection

(c) Is on any period of paid vacation

(d) Is on Workers Compensation, H.E.B.P. Disability and Rehabilitation Plan, Manitoba Public Insurance (IRI) or any other disability plan for a period of up to two (2) years

(e) Is on any period of unpaid leave of absence up to four (4) weeks

(f) Is on any period of maternity/parental leave.

12:05 Facility Seniority will be used to determine the level of entitlement for such benefits as vacation. Actual entitlement for vacations is based on paid hours, including any period of Workers Compensation up to one (1) year. Vacation accrued and not utilized prior to the period of Workers Compensation shall be maintained by the employee for use upon return to normal duties.

12:06 A temporary employee shall have no seniority rights in matters of hiring, transfer, or promotion over regular full-time or part-time employees.

12:07 A temporary employee who is the successful applicant for a regular full-time or part-time position will have his service connected for seniority purposes upon successful completion of the probationary period provided there is no break in service between the temporary position and commencement in the regular position.

12:08 A temporary 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 eight (8) weeks of the expiry of the original term position.

12:09 The Employer will post a seniority list, not later than March 15th of each year, including the name and classification of all members of the bargaining unit along with their commencement date of employment with the Employer. A copy of the seniority list will be provided to the Union.

Article 13 Filling Vacancies, Selection and Promotion

13:01 For full-time employees the period from the date of last employment to the completion of six (6) calendar months of employment will constitute an employee's probationary period. The probationary period may be extended for an additional period of three (3) months. The probationary period shall not exceed nine (9) months total. For part-time employees the period of time from the date of last employment to the completion of the accumulation of nine hundred and sixty (960) hours or six (6) calendar months of service, whichever comes first, will constitute an employee's probationary period. The probationary period for part time employees may be extended for an additional four hundred and eighty (480) hours or three (3) calendar months of service, whichever comes first. The probationary period for part time employees shall not exceed nine (9) calendar months of service.

A "probationary" employee is a newly hired employee who is currently in the process of fulfilling the probationary period as set forth in this Article in either a term appointment or a regular full-time or part-time appointment. If deemed unsuitable during the probationary period, a probationary employee shall be terminated in accordance with the provisions of Article 32:02 (b).

13:02 The Employer agrees to post all vacant or new HSC Union security positions in accordance with Human Resources policy and for a minimum of seven (7) calendar days. In addition, a copy of all postings for HSC Union security positions shall be posted within the Security Department on the Union bulletin board located in Room MS241.

Subject to 13:07, shift vacancies shall be posted within the Security Department only on the Union bulletin board located in Room MS241.

- 13:03**
- (a) In a vacancy selection involving a promotion, if all other selection criteria are relatively equal, departmental seniority shall be considered the determining factor.
 - (b) Where more than one employee in the bargaining unit applies for a shift vacancy not involving a promotion, the applicant with the greatest departmental seniority who meets the minimum qualifications for the position shall be awarded the position subject to a good employment record.
- 13:04**
- (a) **All promotions and voluntary transfers are subject to a four (4) month trial period of actual time worked.**
 - (b) **Conditional upon satisfactory performance, he shall be declared permanent after the trial period.**
 - (c) **During the trial period, shall be returned to his former position, salary level, and original shift without loss of seniority:**
 - (i) **By the Employer when he proves to be unsatisfactory in the new position, or**
 - (ii) **On request by the employee but at the employer's sole discretion.**
 - (d) **If the employee returns in accordance with (i) or (ii) above, he will be placed in his former position, salary level, original shift and former employment status. If an employee had replaced him, he will bump back to his previous job/ employment status. If that employee was FT or PT permanent they revert back to their previously owned position. If this move displaces another employee they too bump back and so on. If an employee was casual, they revert back to casual status. If they were hired specifically for the term then their employment ends.**

- 13:05** Upon promotion, an employee shall be paid at a step in the higher classification that provides for an increase of at least one increment, if possible, greater than the employee's own current rate of pay.
- 13:06** The date of promotion will become an employee's anniversary date for salary increment purposes.
- 13:07** When a permanent position becomes vacant and the Employer is uncertain as to whether the position shall continue to retain permanent status, the Employer may post the vacancy as a term appointment.

The Centre will make every reasonable effort to fill a vacant position in a timely manner. Where a position is expected to remain vacant for a period of sixty (60) days or more, the Centre will contact the Union and meet with the Union and staff representatives to discuss the reasons for the continued vacancy and the manner in which continued coverage of the position will be provided.

- 13:08** The Employer shall post shift vacancies of six (6) months duration or greater in accordance with 13:01. An existing employee appointed to a temporary shift vacancy of six (6) months duration or longer shall, at the conclusion of the temporary appointment, be returned to their former position, salary level and original shift.
- 13:09** This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.
- 13:10** Each employee who applies for a posted vacancy involving a promotion will be notified in writing of the disposition of his application.
- 13:11** An employee may, at the discretion of the Employer, not be promoted or transferred to another position during their probationary period.

An employee who accepts a term appointment may, at the discretion of the Employer, be required to remain in the term appointment until the term has been completed.

13:12 When an employee is hired into either a **Patrol Officer or Monitor Room Operator position**, they will be required to work at least one (1) year in that classification (can bid higher or lower but must remain in the classification) before bidding into another classification unless the Employer and the employee mutually agree otherwise.

Article 14 Education

14:01 Upon written application by the employee to the Department Head or designate, necessary time off and reimbursement for tuition, registration fees, supplies, travel and living allowances may be granted to employees to attend educational and training programs which are relevant to his employment with the Employer.

- 14:02** (a) Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the employee suffers no loss of salary.
- (b) Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars during non-working time, the Employer shall pay registration or tuition fees and approved expenses and shall pay for the course time of such attendance at these conferences, workshops, programs or seminars at the employee's basic rate of pay for those hours actually spent in attendance, with a minimum payment of three (3) hours at straight time rates. Such hours may be banked in accordance with Article 21:03 at the request of the employee.
- (c) **Where the Employer desires an employee to attend educational conferences, workshops, programs, or seminars relevant to work during non-working time, employees will be required to attend on condition of two (2) weeks' notice is provided. Employees will be exempt from such training if paid or unpaid leave has been approved prior to the two (2) weeks' notice being provided. Upon**

attendance the Employer shall pay registration or tuition fees and approved expenses.

(d) There shall be a minimum eight (8) hour rest period before or after any training time worked in accordance with (b) and (c) above without loss of pay for regularly scheduled hours. In the event the Employer does not provide such a rest period, overtime rates shall be paid to the affected employee for the preceding or next shift.

14:03 The provisions of Articles 14:01 and 14:02 shall not apply in those cases where an employee is attending an educational or training pursuit in order to satisfy a condition of employment known at the time of hire.

Article 15 Income Protection

15:01 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness, for which compensation is not payable under the Workers Compensation Act, shall be entitled to his regular basic pay to the extent that he has accumulated income protection credits subject to the following conditions

15:02 Full-time employees shall accumulate income protection credits at the rate of ten (10) hours per month. Except in an employee's first year of employment, of each ten (10) hours of income protection credits earned, eight (8) hours shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining two (2) hours shall be reserved for either the employee's personal use or for use in the event of family illness or injury as specified in Article 15:05.

In an employee's first year of employment only, of each ten (10) hours of income protection credits earned six (6) hours shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining four (4) hours shall be reserved for either the employee's personal

use or for use in the event of family illness or injury as specified in Article 15:05.

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

- 15:03** Income protection credits will accumulate on the same basis as seniority under Article 12, exclusive of Article 12:04 (f).
- 15:04** No employee shall be permitted to utilize income protection credits during the first three (3) months of employment.
- 15:05** **Where possible, medical, dental, physiotherapy or chiropractic examinations or treatments or appointments will be made on an employee's day off, or after or before working hours. However, if impossible to do so, and upon providing at least seven (7) days' notice to the Employer, full-time and part-time employees shall be granted time off for medical and dental examinations and/or treatments, providing such time off is charged against accumulated sick days. If less than seven (7) days; notice is provided it should not be unreasonably denied. The Employer may request written confirmation of appointment times and the employee shall provide prior to the date of appointment**
- 15:06** An employee may apply to utilize up to seven (7) days of income protection credits per fiscal year for the purpose of providing care in the event of an illness of a spouse, dependent child, or parent or person who has the employee as the primary care giver. Such days that may be utilized for this purpose will be as set out in Article 15:02.
- 15:07** An employee who will be absent due to illness or injury must notify the Department not less than two (2) hours prior to the start of the employee's normal commencement time, or as soon as reasonably possible thereafter.
- 15:08** The Centre reserves the right to require a medical examination and/or medical certificate or report 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 misuse,

as proof of illness in regard to any claim for income protection. The Centre will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Centre to question the validity of the claim. Failure to provide such a certificate when requested will disqualify an employee from income protection benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty.

15:09 If an employee is to be absent due to illness for a period exceeding his income protection credits, including EI, he must request, or cause someone on his behalf, to request a leave of absence in writing at least ten (10) days prior to his last paid day of income protection, in which the length of leave is stated. In such cases, an employee, other than probationary, will be granted an unpaid leave of absence of up to one (1) year beyond his income protection credits. Upon return to work the employee shall be placed in his former position, provided the position is still current and provided the employee is capable of performing the required functions. A medical certificate will be required. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.

15:10 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.

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 W.C.B.

Subject to the provisions of each benefit plan, the employee must forward self-payments to the Employer to ensure the continuation of such benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

Further to this, the Employer shall notify Workers Compensation of salary adjustments at the time they occur.

When an employee is unable to work as a result of an injury or illness incurred in the course of performing his/her duties for which Worker's Compensation benefits are received, the employee, who has accumulated sufficient income protection credits, may apply to the Employer requesting to be paid a supplement equal to ten percent (10%) of the employee's regular net salary which, in addition to the employee's WCB wage loss benefits, shall not exceed one hundred percent (100%) of regular net take home pay. Regular net salary shall be determined by the Workers Compensation Board. The value of said supplement shall be deducted from the employee's accumulated income protection credits available at the time that the employee commenced receipt of Workers Compensation benefits, and such supplement payments shall cease once the employee's income protection credits have been exhausted.

If at any time it is decided by WCB that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by WCB, then such payment shall not be payable.

MPI

15:11 Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.

15:12 Subject to 15:10, where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's basic salary (exclusive of overtime and premiums), 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 in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.

- 15:13** The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- 15:14** In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- 15:15** Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

Article 16 **Vacation**

- 16:01** Every employee hired before May 1st, will be granted vacation at his basic rate of pay during the ensuing vacation year, which extends from May 1st to April 30th. An employee shall be credited all vacation credits accrued prior to the signing of this Agreement.
- 16:02** An employee who has completed less than one (1) years continuous employment as of April 30th will be granted vacation based on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- 16:03** An employee who has completed one (1) years continuous employment as of April 30th, will be granted one hundred and twenty (120) hours vacation at his basic rate of pay during the ensuing vacation year.

- 16:04** An employee who has completed four (4) years of continuous employment as of April 30th will be granted one hundred and sixty (160) hours vacation at his basic rate of pay.
- 16:05** An employee who has completed eleven (11) years of continuous employment as of April 30th will be granted two hundred (200) hours vacation at his basic rate of pay.
- 16:06** An employee who has completed twenty-one (21) years of continuous employment as of April 30th will be granted two hundred and forty (240) hours vacation at his basic rate of pay.
- 16:07** Vacation entitlement in the year of the fourth (4th), eleventh (11th), and twenty-first (21st) anniversary of continuous employment will be established on a pro rata basis for those employees whose anniversary occurs after April 30th.
- 16:08** The whole of the calendar year shall be available for the taking of vacation. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Employer.
- 16:09** (a) Vacation requests shall be subject to the approval of the departmental director or designate, with due regard for departmental operating requirements and employee preference. Vacation requests shall not be unreasonably denied and the Employer shall provide a response to a vacation request within seven (7) days of such a request being made, except as is provided for in Article 16:10.
- (b) Where the Employer finds it necessary to cancel the scheduled and approved vacation leave of an employee, the Employer and the employee shall attempt to mutually schedule alternative vacation dates within the remaining vacation year. Failing mutual agreement, the employee may elect to carry over to the next vacation year, vacation of an amount equal to the number of vacation hours that were cancelled.

An employee may request payment in lieu of a vacation carry over of cancelled vacation. The Employer may authorize such payment of an amount equal to the number of vacation hours that were cancelled at the hourly rate of pay in place at the time the vacation was cancelled.

- (c) An employee must use current annual vacation, in the vacation year for which it was earned. Unless otherwise mutually agreed upon between the employee and the employer any unused vacation shall be paid out at the end of the vacation year at the employee's basic rate of pay.
- (d) An employee on a maternity and/or parental leave, of seventeen (17) weeks or greater, or on a leave of absence due to disability, illness or injury and in receipt of Disability and Rehabilitation, Workers Compensation or Manitoba Public Insurance benefits, which exceed twenty-six (26) weeks, may request to carry over unused vacation to a maximum of forty-eight (48) hours of the employees accrued vacation.

The balance of the current annual vacation will be paid out at the end of the vacation year.

- (e) The minimum vacation that the Employer will grant is one (1) regularly scheduled shift unless mutually agreeable otherwise. Such a request for less than one regularly scheduled shift will not be unreasonably denied.**
- (f) At the beginning of each calendar year between January 1st and January 31st and annually thereafter, the Employer will review operational requirements in order to establish the minimum number of staff to be scheduled off on vacation at any given time throughout that vacation year. The Employer will provide the minimum quota to the Union during this time period and will consider any suggestions (with rationale); they may have before finalizing the current year's quota.**

The quota will not be changed through the vacation year unless there are exceptional circumstances, as solely determined by the employer, that warrant change.

- 16:10** A vacation schedule will be posted no later than April 15th of each year and once posted shall not be changed except by mutual agreement between the employee and Employer.
- 16:11** An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked as set out in clause 16:12.
- 16:12** Partial vacation and partial pay will be calculated as follows:
- Fifteen (15) days or 120 hours per year; 5.769% of regular paid hours
 - Twenty (20) days or 160 hours per year; 7.692% of regular paid hours
 - Twenty-five (25) days or 200 hours per year; 9.615% of regular paid hours
 - Thirty (30) days or 240 hours per year; 11.539% of regular paid hours
- Note: Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.
- 16:13** For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.
- 16:14** Where an employee qualifies for income protection involving hospitalization (inpatient admission or non-elective out-patient surgery), or qualifies for bereavement leave in accordance with clause 18:04, there shall be no deduction from vacation credits for such absence. The period involving hospitalization and post hospitalization (if applicable) or bereavement leave will be reinstated to the employee's vacation bank upon provision of proof of hospitalization and post hospitalization (if applicable) or proper notice of a death having occurred.

16:15 Effective April 1, 2009

In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

Part time employees shall be entitled to a pro-rata portion of this benefit.

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

Article 17 General Holidays

17:01 The following are recognized as general holidays for purposes of this Agreement:

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

Any other holiday proclaimed by Federal or Provincial Statute.

17:02 A full-time employee scheduled to work on a general holiday shall be paid time and one-half (1 ½ x) for all hours worked and shall be offered an alternate day off with basic pay at a time mutually agreeable between the Employer and the employee.

17:03 If a general holiday falls on an employee's day off, or during his annual vacation, he shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.

17:04 An alternate day off in lieu of a general holiday shall be taken within the current fiscal year. Upon receipt of a request for an alternate day off, the Employer shall provide a response to the request for time off within seven (7) days of receiving said request. Approval shall be subject to operational requirements and shall not be unreasonably denied.

An employee may request and receive payment at his basic rate of pay in lieu of a banked alternate day off.

Any alternate days not used by the end of the current fiscal year shall be paid out and the employee shall receive payment for the unused days at his basic rate of pay.

Article 18 Leave of Absence

18:01 Except as otherwise expressly provided herein, requests for leaves of absence with or without pay, will be considered by the Employer.

18:02 Except in emergency circumstances, all requests for leave of absence must be made in writing at least four (4) weeks in advance, specifying the reason for the leave and the proposed dates of departure and return.

18:03 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.

18:04 Bereavement Leave

In the event of the death of a parent, step-parent, wife, husband, same sex partner, child, step-child, brother, sister, mother-in-law, father-in-law, common-law-spouse, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, fiancée/fiancé, former legal guardian, grandparent or grandparent-in-law, latest foster parent, and any other relative or foster child currently residing with the employee, an employee shall be granted four (4) working days leave with pay.

Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.

Additional compassionate leave of up to two (2) days may be granted in exceptional circumstances or when travel is required more than two hundred and fifty (250) kilometres from their home.

18:05 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner. **The granting of such leave will be subject to operational requirements.**

18:06 Court Leave

(a) An employee required to serve as a juror or subpoenaed as a witness shall receive leave of absence at his basic rate of pay and remit to the Employer any payment received except reimbursement of expenses.

(b) An employee subpoenaed to attend court and give evidence on a matter arising out of and in the course of employment during non-working hours shall be paid the applicable overtime rate.

An employee upon receipt of a subpoena to attend court shall immediately provide their supervisor with a copy of the subpoena and advise their supervisor of the requirement to attend court.

Upon mutual agreement between the affected employee(s) and the Employer, the Employer may alter work shifts to accommodate court schedules.

18:07 An employee granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.

18:08 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

Maternity Leave – Plan A

1. During the period of maternity leave, benefits will not accrue.

2. The Employment Standards Act respecting maternity leave and parental leave shall apply.
3. In order to qualify for maternity leave an employee must:
 - (a) Have completed seven (7) continuous months of employment with the Employer;
 - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) Provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
4. An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 18:08 (3) (c) above, or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in 18:08 (3) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician and recommendation by the Department Head.

Maternity Leave – 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 HRDC 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 18:08 (3) (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 18:08 (3) (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 18:08 (3) (c), shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
6. Plan B does not apply to temporary employees.

7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

Parental Leave

1. In order to qualify for parental leave an employee must:
 - (a) Be the natural mother of a child; or
 - (b) Be the natural father of a child or must assume actual care and custody of his newborn child; or
 - (c) Adopt a child under the law of a province
2. An employee who qualifies under 18:08 (5) must:
 - (a) Have completed seven (7) continuous months of employment; and
 - (b) Except in the case of adoption leave in accordance with 18:08 (5) (c) above, submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - (c) In the case of adoption leave in accordance with 18:08 (5) (c) above, the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
3. An employee who qualifies in accordance with subsections 18:08 (5) and 18:08 (6) is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

4. Subject to 18:08 (9), parental leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
5. 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.
6. A male employee shall be granted a leave of absence of two (2) paid days during the childbirth and postpartum period of his spouse.

18:09 Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

18:10 Leave For Union Business

Leave of absence to attend to Union business may be granted to employees based on the following conditions:

- (a) Requests for such leave shall be made in writing by the Union to the Employer with two (2) weeks advance notice and shall be granted only when operational requirements permit and pursuant to the foregoing, such requests will not be unreasonably denied; and
- (b) Where such leave of absence has been granted under subsection (a), the Employer will continue to pay the employee subject to recovery of regular wages and benefits costs by the Employer from the Union.

18:11 Compassionate Care Leave

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

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.

- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks 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:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (1) The day the certificate is issued, or
 - (2) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one or more family members.

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 clauses (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 section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 12:03 (a) and 12:04 (e).
- (h) Subject to the provisions of Article 15:02 the employee may apply to utilize income protection credits to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 18:04.

Article 19 Hours of Work

19:01 The regular working hours for full-time employees shall be:

- (a) An average of eighty (80) hours per bi-weekly period, and
- (b) 2080 hours per annum.

- 19:02** Regular working hours shall be administered as per the attached Memorandum of Agreement regarding twelve (12) hour shifts and eight (8) hour shifts.
- 19:03** Shift schedules for a minimum of a six (6) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period.
- 19:04** There shall be no exchanging of shifts between employees unless mutually agreed between the employees and the Employer and no overtime shall result from any exchange of shifts.

When there is mutual agreement to allow the exchange of shifts, the parties will follow established “Exchange of Shift Guidelines”. These guidelines will be as mutually agreed upon between the Employer and Union. The guidelines will be subject to change as required.

- 19:05** There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes in a day.
- 19:06** (a) Except as expressly authorized by the Employer, employees are required to remain available for duty within the Centre during working hours.
- (b) Each employee shall be entitled to rest periods as follows:
- (i) Twelve (12) hour shift: three (3) thirty (30) minute rest periods
- (ii) Eight (8) hour shift: two (2) twenty (20) minute and one (1) thirty (30) minute rest period.
- 19:07** (a) The Employer shall notify the Union in writing within ninety (90) days of any permanent change in the master shift schedule.
- (b) Prior to the notification referenced in (a) above, the Employer shall have meaningful consultation with the Union to discuss any such proposed changes.
- (c) Notice time in (a) above may be adjusted by mutual agreement between the affected employees, the Employer and the Union.

19:08 When time switches from Central Standard to Daylight Savings, and vice versa, an employee shall be paid for actual hours worked and where the number of hours worked exceeds the normal daily hours of work the employee shall be paid at the applicable overtime rate for all hours worked in excess of the normal daily hours of work.

Article 20 Shift and Weekend Premiums

20:01 Employees who are required to work the majority of hours on any shift between 1600 hours and the following 0800 hours shall be paid shift premium as follows:

- (a) An evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee for all hours actually worked on any shift when the majority of hours on that shift fall between 1600 hours and the next succeeding 2400 hours;
- (b) A night shift premium of one dollar and seventy five cents (\$1.75) per hour shall be paid to an employee for all hours worked on any shift when the majority of hours on that shift fall between 2400 hours and 0600 hours. **April 1, 2016 - increase to one dollar and ninety cents (\$1.90) per hour; April 1, 2017 - increase to two dollars and five cents (\$2.05) per hour.**
- (c) Notwithstanding (a) and (b) above an evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee working between 0730 hours and 1930 hours for each hour worked past 1530 hours.

20:02 A weekend premium of one dollar and thirty five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday. **April 1, 2016 - increase to one dollar and fifty cents (\$1.50) per hour; April 1, 2017 - increase to one dollar and sixty-five cents (\$1.65) per hour.**

- 20:03** The shift and weekend premium shall not be included in the calculation of superannuation, group insurance, sick leave, vacation, or other employee benefits, nor shall the shift and weekend premiums be paid when an employee is being paid at overtime rates.
- 20:04** Effective the date of signing, shift premium for employees working permanent evenings/or nights shall be payable when an employee is on paid vacation, receiving income protection payments, is on paid leave of absence and shall apply in the calculation of pre-retirement leave (lump sum payment or salary continuance). Weekend premium for employee's working permanent weekends shall be payable when an employee is on paid vacation, receiving income protection payments, is on paid leave of absence and shall apply in the calculation of pre-retirement benefits (lump sum payment or salary continuance).

Article 21 Overtime

- 21:01** Overtime shall be authorized time worked in excess of regular daily or bi-weekly hours of work as defined in Article 19. Except in emergency situations, authorization must be obtained prior to the start of any overtime work. The Employer agrees that authorization in these emergency situations will not be unreasonably withheld and may require a written report substantiating the reason for the overtime worked. The Employer shall allocate call-out overtime hours to eligible and qualified employees fairly and equitably on a rotational basis.
- 21:02** Employees shall receive:
- (a) One and one-half (1 ½) times their basic rate of pay for the first three (3) hours of overtime in any one day, and;
 - (b) Two (2) times their basic rate of pay beyond the first three (3) hours of overtime in any one day, and;
 - (c) Two (2) times their basic rate of pay for all overtime worked on a scheduled day off, and;

- (d) Two and one-half (2½) times their basic rate of pay for all overtime worked on a general holiday.
- (e) Employees working two (2) consecutive full shifts as provided in Article 19:02 shall be paid at double time (2x) for the second shift.

21:03 At the option of the employee, an employee may choose to bank overtime equivalent to and in lieu of an overtime payment to which he would otherwise be entitled to.

The amount of banked overtime shall not exceed a maximum of ninety six (96) hours. Notwithstanding the foregoing, upon discharging the banked stat deficit referenced in the Memorandum of Agreement Re: Eight (8) Hour and Twelve (12) Hour Shifts referenced in clause (c) (v), all remaining banked overtime hours shall be paid out automatically on the last pay period occurring prior to March 31st.

Banked overtime may be taken as time off in lieu at a time mutually agreed upon between the employee and Employer. The Employer shall provide a response to a request for time off under this Article within seven (7) days of such a request being made.

Banked overtime paid out shall be paid out at the rate in effect at the time the overtime was worked.

21:04 An employee required to work overtime for a period in excess of two (2) hours prior to, or immediately following regular hours of work, shall be supplied with a voucher for a hot meal and if this is not practical, a payment to a maximum of five dollars (\$5.00) (increasing to seven dollars [\$7.00] effective January 1, 2009 will be made in lieu. This provision shall not be applicable to instances of pre-scheduled overtime worked prior to the start of a shift where a minimum of twelve (12) hours' notice has been provided to the employee.

21:05 An employee who is called back to work and works outside of his regular working hours shall be paid for hours worked at overtime rates of pay with a minimum guarantee of three (3) hours pay at overtime rates. The minimum

guarantee shall not apply when an employee is called back within two (2) hours of the commencement of his next shift. In such cases the employee will be paid at overtime rates from the time he started work to the beginning of his shift.

A call back shall be defined as any call back to work received by an employee during the period between his completion of work and subsequent starting time.

- 21:06** Except as provided, there shall be a minimum eight (8) hour rest period after any overtime worked without loss of pay for regularly scheduled hours. In the event the Employer does not provide such a rest period, overtime rates shall be paid to the affected employee for the next shift.

Where an employee is called back to work within two (2) hours of his next scheduled shift and provided the employee has not already been called back to work since the completion of his last scheduled shift, the rest period will not apply. The employee will be paid at overtime rates from the time he started to work to the beginning of his shift and will receive the regular rate for the next shift immediately following.

Article 22 Transportation Allowance

- 22:01** Effective April 1, 2008, employees required to use their personal vehicle for facility business will be paid the Government Employees Master Agreement (GEMA) rates per kilometre subject to a minimum payment of four dollars (\$4.00).

When the GEMA rates are adjusted, the Employer will adjust the rates retroactive to the date the GEMA rates take effect. All future rate adjustments will parallel the GEMA adjustments.

Article 23 Disciplinary Procedure

- 23:01** The Employer agrees that no employee shall be disciplined or discharged without just cause.

- 23:02** In instances where the Employer considers that the actions or conduct of an employee may warrant disciplinary action, beyond a verbal warning, the Employer shall convene a meeting with the employee to review and discuss the issue prior to the imposition of discipline. The employee shall be entitled to be represented by a Shop Steward or Union Representative at this meeting, unless they decline such representation.
- 23:03** When it becomes necessary to take disciplinary action other than an oral warning the Department Head, as soon as reasonably possible, shall advise the affected employee in writing outlining the action taken and the reasons for the action. A copy shall be immediately forwarded to the Union Shop Steward and the Union Office, unless the affected employee requests that the matter not be referred to the Union Shop Steward and the Union Office.
- 23:04** An employee shall be informed as soon as reasonably possible of any specific or general dissatisfaction or complaint about his work performance or employment record. Written evidence of such notification and the employee's reply, if any, shall become part of his employee file.
- 23:05** An employee shall have the opportunity to examine his employee file upon written request. The official employee file is maintained at the Human Resources Department.
- 23:06** The Employer agrees not to introduce as evidence any derogatory entry from the employee's file unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

Article 24 Technological Change

- 24:01** Should the Employer find it necessary in the interest of patient care, reduction of costs, or increased efficiency:
- (a) To introduce technological change by altering methods or utilizing different equipment, and

(b) If such change will displace or affect the classification of employees in the bargaining unit, the Employer will notify the Union at least one hundred and twenty (120) days in advance of such change, and, not later than ninety (90) days prior to the intended date of implementation, will meet and negotiate reasonable provisions to protect the interests of employees so affected.

24:02 Should the Employer and the Union fail to agree upon provisions to protect affected employees the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

24:03 Where, as a result of technological change which displaces or affects the classification of employees, new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new methods of operations. There shall be no reduction in salary rates during the training period of any such employee.

Article 25 Staff/Management Committee

25:01 The Employer and the Union shall each from time to time appoint a group of not more than three (3) representatives from each side and the two groups thus appointed shall together form a committee to be known as the Security Services Staff/Management Committee. The Security Services Staff/Management Committee shall meet at the call of either group upon at least five (5) days' notice, and not more often than once bi-monthly (unless by common accord) for the purpose of discussing Employer/employee relations and other matters of mutual concern.

25:02 The parties recognize that the mandate of the Committee does not include matters related to collective bargaining, issues being addressed through the grievance procedure, or the interpretation of the Collective Agreement.

25:03 This Committee shall be advisory in nature and shall not substitute for normal meeting or lines of communication in effect in the department.

25:04 Employee representatives on the Committee who attend to Committee functions, meetings and duties during off duty hours shall be compensated by banking equivalent time in lieu of payment on an hour for hour basis, such time shall be considered banked time in accordance with Article 21:03.

Article 26 Pre-Retirement Leave

26:01 (a) Employees retiring due to normal retirement age or in accordance with the provisions of the Employer's Group Pension Plan shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment. Pre-retirement leave is calculated on a pro-rata basis for part-time employees based on their actual hours worked as compared to those of a full-time employee.

(b) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment at the facility and shall be based on the employee's total length of continuous employment as at the date of retirement.

26:02 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 is reached.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.

Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

26:03 In lieu of the provisions of Article 26:02, employees so desiring may continue working until their scheduled retirement date and upon retiring receive a lump sum payment equal to the pre-retirement benefits that would have been owing to them under Article 26:01.

- 26:04** All previously accumulated service at the Centre prior to signing this Collective Agreement shall be counted as years of employment for the purposes of this Article.
- 26:05** A permanent employee who terminates their employment 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 completed employment calculated in accordance with Article 26:01.

Article 27 Salaries and Increments

- 27:01** Employees shall be paid in accordance with the rates outlined in Schedule “A” attached to and forming part of the Agreement.
- 27:02** Annual increments shall be granted on the basis of a satisfactory written performance appraisal. Where an annual increment is withheld the employee shall be made aware in writing of the reason(s) his increment is to be withheld prior to the date the increment would be withheld. A further review will be made in three (3) months.

Article 28 Emergencies

- 28:01** In any emergency or disaster, employees are required to perform duties as assigned notwithstanding any contrary provisions in the Agreement. For the purposes of this Article, “emergencies or disasters” are defined as those situations which may directly affect the safety of patients and/or staff and/or the general public present in the facility. An emergency or disaster will not be declared solely by virtue of the reason that a bargaining unit of employees employed by the Employer is engaged in a legal work stoppage. A state of emergency or disaster, for the purposes of this Article, may only be declared under the authority of the Chief Operating Officer or designate.
- 28:02** Compensation for overtime worked during any emergency or disaster declaration shall be limited to one and one-half (1 ½) times the employee’s

basic rate of pay or, upon mutual agreement, the granting of equivalent time off.

- 28:03** When called back during an emergency, an employee is expected to return to work by the fastest means possible. Additional compensation in respect of transportation allowances when required to return to work during an emergency shall be determined by Centre management at the time.
- 28:04** Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 21.
- 28:05** 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.

Article 29 Health and Safety

- 29:01** The parties agree that Departmental Health and Safety issues shall be addressed by the Security Services Staff/Management Committee.
- 29:02** Unresolved Departmental Health and Safety issues may be referred to the HSC Joint Safety and Health Committee.

Article 30 Acting Status Pay and Second in Command (2IC)

- 30:01** In the event the Employer assigns an employee within the bargaining unit to act and perform the duties of some higher classification for a period of greater than six weeks, the employee shall be paid at a step in the higher classification that provides for an increase of at least one increment, if possible, greater than the employee's own current rate of pay.
- 30:02** In the event an Officer is designated to "stand in" (2IC) for an absent supervisor he shall be compensated for each hour worked rounded up to the nearest one quarter (1/4) hour at a rate of one dollar (\$1.00) per hour.
- 30:03** There shall be one (1) officer designated as eligible for "stand in" (2IC) on each shift. Eligibility for "stand in" (2IC) shall be established by a competitive

process effective the date of signing of this Collective Agreement. The existing officers designated as eligible for “stand in” (2IC) shall retain their designation.

Article 31 Group Benefits

- 31:01** Enrolment in the HEBP Group Pension Plan, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan. The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.
- 31:02** Employees will pay the Employer’s and employee’s share of Group Health, Dental, Group Life and D&R when on any period of unpaid leave of absence.

Article 32 Notice

- 32:01** Employment may be terminated voluntarily by an employee by providing a minimum of four (4) weeks written notice.
- 32:02** Employment may be terminated with lesser notice or without notice:
- (a) By mutual agreement between the Employer and the employee, or
 - (b) During the probationary period of a new employee without recourse to the grievance procedure, or
 - (c) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 32:03** The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid earnings and pay in lieu of unused vacation entitlement.
- 32:04** The Centre may give equivalent basic pay in lieu of notice.

Article 33 Layoff and Recall

- 33:01** When a reduction in the working force becomes necessary the Centre agrees to give the Union ninety (90) days' notice of such reduction.
- 33:02**
- (a) In the event that it becomes necessary to delete an occupied position, the position which is occupied by the most junior employee shall be the position deleted subject only to more senior employees within the Department being qualified, willing and immediately able to perform the required work.
 - (b) The incumbent will be entitled to exercise seniority subject to ability, performance record and qualifications to displace the most junior employee in an equal or lower classification. Any employee thus displaced will be entitled to a like exercise of seniority rights.
 - (c) An employee who exercises seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, the employee shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 33:03** In the event of a layoff, employees other than probationary, temporary or casual shall receive notice or pay in lieu of such notice as follows:
- (a) Two (2) weeks' notice for layoff up to eight (8) weeks
 - (b) Four (4) weeks' notice for layoff of eight (8) weeks or more.
- 33:04** No layoff of full-time or part-time employees shall occur when casual employees are being employed unless the full-time or part-time employees on staff are not qualified to fill the casual position(s).
- 33:05** Employees shall be recalled to work in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one (1) week notice to report

to work. The employees affected shall contact the Employment Office by telephone not later than three (3) days before the date on which they are due to return to work.

- 33:06** To be eligible for recall, employees must file their name and current address with the Centre at the time of layoff and it shall be the responsibility of the employee to keep the Employment Office informed in writing of her current address.
- 33:07** Failure of the employee to contact the Employment Office as per Article 33:05 shall result in the employee being terminated.
- 33:08** An employee who declines to return to a position comparable to that held prior to layoff shall be considered terminated. Comparable in this case refers to a position involving similar duties and responsibilities, qualifications and salary range or shift schedule.
- 33:09** An employee returning to a position with a different salary scale will be paid in accordance with that salary scale for the position accepted and will be placed at the appropriate step on scale.

Article 34 Loss or Damage to Personal Clothing Effects

- 34:01** In recognition of the fact that during the performance of their duties an employee may sustain damage to, or loss of personal effects, and providing established Departmental policies and procedures have been followed, the Centre shall make appropriate compensation for repair or replacement of same.

Article 35 Performance Appraisal and Employee File

- 35:01** Where a formal assessment of an employee's performance is made the written report shall be shown to the employee who may sign the report indicating he has read it. The employee shall have the right to place his comments on the report or append his comments to the report.

- 35:02** An employee shall upon request receive a copy of the assessment at the time of signing it. Refusal to sign the appraisal by the employee shall not render it invalid.
- 35:03** Upon written request an employee shall have the right to examine, along with a representative, the personnel file kept by the Employer for that employee.
- 35:04** An employee shall be advised when an unsatisfactory report or documentation related to disciplinary action is to be placed on an employees' file.
- 35:05** An employee shall have the right to request for the removal of any documents pertaining to disciplinary action and/or unsatisfactory reports contained in the employee's personnel file. A request to remove documents pertaining to disciplinary action and/or unsatisfactory reports can only be requested after three (3) years from the date such action was taken.

Article 36 Job Descriptions

- 36:01** Job descriptions for each position classification within the scope of the Agreement shall be provided to the Union.

Article 37 Uniforms and Footwear

- 37:01** The Employer shall provide and maintain all uniforms and protective clothing which are required to be worn on duty by Patrol Officers and Security Supervisors.
- 37:02** The Employer agrees to repair uniform part(s) damaged or worn in the course of performing security patrol duties and where repair is not feasible the damaged part (s) shall be replaced at no cost to the employee.
- 37:03** The Employer shall provide for the cleaning and alterations of standard issue uniform parts; except shirts, at no cost to the employee.
- 37:04** The Employer agrees to supply a footwear allowance to Officers subject to the following:

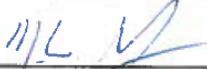
- (a) Upon completion of the probationary period specified in Article 7:05 each Officer shall be reimbursed annually up to a maximum of seventy-five dollars (\$75.00) (increasing to one hundred dollars (\$100.00) effective January 1st, 2009) towards the purchase of footwear utilized for work purposes. An Officer making a claim for footwear in a fiscal year where the purchase price of the footwear exceeds seventy-five dollars (\$75.00) (increasing to one hundred dollars (\$100.00) effective January 1st, 2009) may claim the balance of the purchase price for the footwear in the next fiscal year to a maximum of seventy-five dollars (\$75.00) (increasing to one hundred dollars (\$100.00) effective January 1st, 2009).
- (b) The footwear must be consistent with HSC Policy.
- (c) The Officer must provide satisfactory proof of purchase prior to reimbursement.
- (d) Footwear purchased by Officers as per the terms of this Article shall be worn at all times while on duty.
- (e) The footwear allowance is applicable to full-time Officers and to part-time Officers on a pro-rata basis.
- (f) New Officers will be eligible to receive the footwear allowance upon completion of their probationary period on a pro-rata basis to April 1st of the following year.

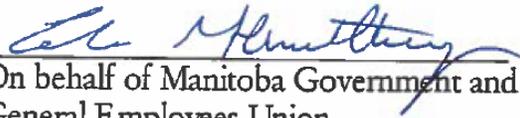
Article 38 Rehabilitation and Return to Work

38:01 The Employer, the Union and the employee agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Employer and the Union shall review the provisions of the program in order to ensure that the work designated is within the identified limitations and restrictions of the employee. An employee may request that the Union be involved in their Rehabilitation and Return to Work Program.

IN WITNESS WHEREOF A Representative of Winnipeg Regional Health Authority, HSC Security, has hereunto set their hand for, and on behalf of, and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Schedule "A" – Pay Plan

Wage Increases

April 1, 2012 = 0%

April 1, 2013 = 0%

April 1, 2014 = 2.50%

April 1, 2015 = 2.50%

December 31, 2015 = 2.00%

April 1, 2016 = 2.00%

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:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of 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: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time, or term).

Effective April 1, 2012

General Increase 0%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol Officer	858	2080	Hourly	17.030	17.558	18.140	18.760	19.397	20.057	20.739
			Monthly	2,951.87	3,043.39	3,144.27	3,251.73	3,362.15	3,476.55	3,594.76
			Annual	35,422.40	36,520.64	37,731.20	39,020.80	40,345.76	41,718.56	43,137.12
Monitor Room Operator	J94	2080	Hourly	17.030	17.558	18.140	18.760	19.397	20.057	20.739
			Monthly	2,951.87	3,043.39	3,144.27	3,251.73	3,362.15	3,476.55	3,594.76
			Annual	35,422.40	36,520.64	37,731.20	39,020.80	40,345.76	41,718.56	43,137.12
Security Supervisor	859	2080	Hourly	21.206	21.885	22.584	23.306	24.054	24.823	25.617
			Monthly	3,675.71	3,793.40	3,914.56	4,039.71	4,169.36	4,302.65	4,440.28
			Annual	44,108.48	45,520.80	46,974.72	48,476.48	50,032.32	51,631.84	53,283.36

Effective April 1, 2013

General Increase 0%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol Officer	858	2080	Hourly	17.030	17.558	18.140	18.760	19.397	20.057	20.739
			Monthly	2,951.87	3,043.39	3,144.27	3,251.73	3,362.15	3,476.55	3,594.76
			Annual	35,422.40	36,520.64	37,731.20	39,020.80	40,345.76	41,718.56	43,137.12
Monitor Room Operator	J94	2080	Hourly	17.030	17.558	18.140	18.760	19.397	20.057	20.739
			Monthly	2,951.87	3,043.39	3,144.27	3,251.73	3,362.15	3,476.55	3,594.76
			Annual	35,422.40	36,520.64	37,731.20	39,020.80	40,345.76	41,718.56	43,137.12
Security Supervisor	859	2080	Hourly	21.206	21.885	22.584	23.306	24.054	24.823	25.617
			Monthly	3,675.71	3,793.40	3,914.56	4,039.71	4,169.36	4,302.65	4,440.28
			Annual	44,108.48	45,520.80	46,974.72	48,476.48	50,032.32	51,631.84	53,283.36

Effective April 1, 2014

General Increase 2.5%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol Officer	858	2080	Hourly	17.456	17.997	18.594	19.229	19.882	20.559	21.257
			Monthly	3,025.71	3,119.48	3,222.96	3,333.03	3,446.21	3,563.56	3,684.55
			Annual	36,308.48	37,433.76	38,675.52	39,996.32	41,354.56	42,762.72	44,214.56
Monitor Room Operator	J94	2080	Hourly	17.456	17.997	18.594	19.229	19.882	20.559	21.257
			Monthly	3,025.71	3,119.48	3,222.96	3,333.03	3,446.21	3,563.56	3,684.55
			Annual	36,308.48	37,433.76	38,675.52	39,996.32	41,354.56	42,762.72	44,214.56
Security Supervisor	859	2080	Hourly	21.737	22.432	23.149	23.889	24.656	25.444	26.257
			Monthly	3,767.75	3,888.21	4,012.49	4,140.76	4,273.71	4,410.29	4,551.21
			Annual	45,212.96	46,658.56	48,149.92	49,689.12	51,284.48	52,923.52	54,614.56

Effective October 1, 2014

Addition of 20 Year Scale

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Note 1}
Patrol Officer	858	2080	Hourly	17.456	17.997	18.594	19.229	19.882	20.559	21.257	21.683
			Monthly	3,025.71	3,119.48	3,222.96	3,333.03	3,446.21	3,563.56	3,684.55	3,758.39
			Annual	36,308.48	37,433.76	38,675.52	39,996.32	41,354.56	42,762.72	44,214.56	45,100.64
Monitor Room Operator	J94	2080	Hourly	17.456	17.997	18.594	19.229	19.882	20.559	21.257	21.683
			Monthly	3,025.71	3,119.48	3,222.96	3,333.03	3,446.21	3,563.56	3,684.55	3,758.39
			Annual	36,308.48	37,433.76	38,675.52	39,996.32	41,354.56	42,762.72	44,214.56	45,100.64
Security Supervisor	859	2080	Hourly	21.737	22.432	23.149	23.889	24.656	25.444	26.257	26.783
			Monthly	3,767.75	3,888.21	4,012.49	4,140.76	4,273.71	4,410.29	4,551.21	4,642.39
			Annual	45,212.96	46,658.56	48,149.92	49,689.12	51,284.48	52,923.52	54,614.56	55,708.64

Effective April 1, 2015

General Increase 2.5%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Note 1}
Patrol Officer	858	2080	Hourly	17.892	18.447	19.058	19.710	20.379	21.073	21.789	22.225
			Monthly	3,101.28	3,197.48	3,303.39	3,416.40	3,532.36	3,652.65	3,776.76	3,852.33
			Annual	37,215.36	38,369.76	39,640.64	40,996.80	42,388.32	43,831.84	45,321.12	46,228.00
Monitor Room Operator	J94	2080	Hourly	17.892	18.447	19.058	19.710	20.379	21.073	21.789	22.225
			Monthly	3,101.28	3,197.48	3,303.39	3,416.40	3,532.36	3,652.65	3,776.76	3,852.33
			Annual	37,215.36	38,369.76	39,640.64	40,996.80	42,388.32	43,831.84	45,321.12	46,228.00
Security Supervisor	859	2080	Hourly	22.280	22.993	23.728	24.486	25.272	26.080	26.914	27.452
			Monthly	3,861.87	3,985.45	4,112.85	4,244.24	4,380.48	4,520.53	4,665.09	4,758.35
			Annual	46,342.40	47,825.44	49,354.24	50,930.88	52,565.76	54,246.40	55,981.12	57,100.16

Effective December 1, 2015

General Increase 2%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Note 1}
Patrol Officer	858	2080	Hourly	18.250	18.816	19.440	20.104	20.786	21.494	22.225	22.669
			Monthly	3,163.33	3,261.44	3,369.60	3,484.69	3,602.91	3,725.63	3,852.33	3,929.29
			Annual	37,960.00	39,137.28	40,435.20	41,816.32	43,234.88	44,707.52	46,228.00	47,151.52
Monitor Room Operator	J94	2080	Hourly	18.250	18.816	19.440	20.104	20.786	21.494	22.225	22.669
			Monthly	3,163.33	3,261.44	3,369.60	3,484.69	3,602.91	3,725.63	3,852.33	3,929.29
			Annual	37,960.00	39,137.28	40,435.20	41,816.32	43,234.88	44,707.52	46,228.00	47,151.52
Security Supervisor	859	2080	Hourly	22.726	23.453	24.202	24.976	25.777	26.602	27.452	28.001
			Monthly	3,939.17	4,065.19	4,195.01	4,329.17	4,468.01	4,611.01	4,758.35	4,853.51
			Annual	47,270.08	48,782.24	50,340.16	51,950.08	53,616.16	55,332.16	57,100.16	58,242.08

Effective April 1, 2016

General Increase 2%

Employer Classification	Code	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Note 1}
Patrol Officer	858	2080	Hourly	18.615	19.192	19.828	20.506	21.202	21.924	22.669	23.122
			Monthly	3,226.60	3,326.61	3,436.85	3,554.37	3,675.01	3,800.16	3,929.29	4,007.81
			Annual	38,719.20	39,919.36	41,242.24	42,652.48	44,100.16	45,601.92	47,151.52	48,093.76
Monitor Room Operator	J94	2080	Hourly	18.615	19.192	19.828	20.506	21.202	21.924	22.669	23.122
			Monthly	3,226.60	3,326.61	3,436.85	3,554.37	3,675.01	3,800.16	3,929.29	4,007.81
			Annual	38,719.20	39,919.36	41,242.24	42,652.48	44,100.16	45,601.92	47,151.52	48,093.76
Security Supervisor	859	2080	Hourly	23.180	23.922	24.686	25.475	26.293	27.134	28.001	28.561
			Monthly	4,017.87	4,146.48	4,278.91	4,415.67	4,557.45	4,703.23	4,853.51	4,950.57
			Annual	48,214.40	49,757.76	51,346.88	52,988.00	54,689.44	56,438.72	58,242.08	59,406.88

Appendix “A”

Application of Benefits to Part-time Employees

A1 Formula for Pro-Rating Benefits

For the purpose of calculating the entitlement to benefits or Collective Agreement provisions, which shall be provided on a pro-rata basis to part-time employees, the following formula shall be utilized to determine actual entitlement:

$$\frac{\text{Hours Paid at Straight Time Rates}}{\text{Full Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

A2 Income Protection in Case of Illness

Income protection credits shall be accumulated by part-time employees on a pro-rata basis in accordance with the formula set forth in A1. Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

A3 Annual Vacations

Annual vacation credits shall be accumulated by part-time employees on a pro-rata basis in accordance with the formula set forth in A1. Unless otherwise mutually agreed, between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

Vacation time is to be utilized or scheduled on day(s) that the part-time employee would otherwise be scheduled to be at work as part of her/his established EFT.

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

Part-time employees, who work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked. Additional vacation time off does not accrue on additional available shifts or hours worked. Such additional vacation pay shall at the option of the employee, be paid out as follows;

- (a) As additional vacation pay during their regular requested vacation period,
or

- (b) On a quarterly basis on the pay day subsequent to the end of each quarter,
or
- (c) On an annual basis on a date specified by the employee, or
- (d) On an annual basis on the pay day subsequent to the end of the vacation
year.

A4 General Holidays

Part-time employees will be paid four point six two percent (4.62%) of their basic rate of pay on each regular biweekly pay in lieu of time off for General Holidays. A part-time employee scheduled to work on a general holiday as specified in Article 17:01 shall be paid time and one-half (1 ½ x) for all hours worked.

A part-time employee shall not be obligated to pick up an extra shift by virtue of being scheduled off on a General Holiday nor is a part-time employee entitled to an alternative day in lieu.

A5 Overtime

Part-time employees shall be entitled to overtime rates in accordance with Article 21 for authorized overtime worked in excess of a scheduled eight (8) or twelve (12) hour shift or eighty (80) hours in a biweekly period.

A6 Assignment

Part-time employees shall be assigned and committed to work for the number of shifts / hours specified in writing at the time of employment, or as subsequently revised by mutual agreement.

A7 Increments

Part-time employee shall receive increments, calculated from the date of their last increment or their start date, on the basis of one (1) increment for each one thousand and forty (1,040) regular hours worked or one (1) calendar year of service, whichever occurs last, subject to satisfactory service as determined by the Employer.

Appendix "B"

Application of Collective Agreement to Casual Security Patrol Officers

It is agreed that the terms and condition of the Collective Agreement between the parties shall not apply to Casual Security Patrol Officers / Casual Monitor Room Operators except as hereinafter provided for:

1. A Casual employee means an employee who is called in to replace full-time and part-time employees who are absent or to augment regular staff coverage in emergency situations.
2. A Casual employee shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in a biweekly period.
3. A Casual employee shall not be paid less than the start rate or more than the end rate of the classification to which they are assigned.
4. A Casual employee shall be entitled to shift and weekend premiums as outlined in Article 20.
5. A Casual employee required to work on a General Holiday, as specified in Article 17:01, shall be paid at the rate of time and one-half ($1\frac{1}{2}$ x) their basic rate of pay.
6. Casual employees will be paid four point six two percent (4.62%) of their basic rate of pay on each regular biweekly pay in lieu of time off for General Holidays. A casual employee scheduled to work on a General Holiday as specified in Article 17:01 shall be paid time and one-half ($1\frac{1}{2}$) for all hours worked.
7. A Casual employee shall be entitled to compensation for overtime worked in accordance with Article 21 for hours worked in excess of a scheduled twelve (12) hour shift or a scheduled eight (8) hour shift, or in excess of eighty (80) hours in a biweekly period.
8. The Employer agrees to deduct and remit Union dues from a Casual employee in accordance with Article 4. In the event that no wage payment is made during

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

9. A Casual employee is not guaranteed any specific number of hours of work. The provision of the hours of work article respecting meal periods and rest breaks shall apply to a Casual employee.
10. A Casual employee reporting for work as requested by the Employer and finding no work available shall be paid three (3) hours pay at their basic rate.
11. Article 10 - Grievance Procedure and Article 11 - Arbitration Procedure contained in the Collective Agreement shall apply to Casual employees only in respect to matters specifically referenced in this Appendix and matters involving discipline and discharge.
12. A Casual employee shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
13. A Casual employee shall be entitled to receive increments on the same basis as a part-time employee in accordance with Appendix "A" - Article A7. Such increment shall be applied on the first day of the first pay period upon becoming eligible for an increment.
14. A Casual employee shall accrue seniority for hours worked only for the sole purpose of applying for a job posting in accordance with Article 13:02 (b) relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
15. A Casual Officer shall be provided with, at no cost to the employee, the standard uniform issues as follows:
 - Pants - two (2)
 - Shirts - two (2)
 - Three-Season Jacket - one (1)

- Parka - one (1) (to be assigned but will be retained on site by the Employer)
 - Outer Protective Vest Shell - two (2)
 - Notebook - one (1)
16. The uniform issue shall remain the property of the Employer and must be accounted for upon request.
17. A Casual Officer shall, at the commencement of each shift, be equipped with the following standard equipment:
- One (1) set Kevlar soft body armour
 - One (1) set of handcuffs
 - One (1) handcuff case
 - One (1) nylon web belt
 - One (1) pouch for surgical gloves
 - One (1) radio belt clip
 - One (1) mini Maglite with case
18. The equipment issue shall be the responsibility of the Officer. The equipment issue shall remain the property of the Employer and must be accounted for upon request. The equipment issue shall be returned to the Employer upon termination or transfer to a Monitor Room position or outside of Security Services.
19. Upon termination or transfer out of Security Services an Officer shall return the standard uniform issue items as follows:
- Three-Season Jacket
 - Parka
 - Outer Protective Vest Shell
 - All crests
 - Any or all notebooks
20. The cost of standard equipment issue items not returned by an employee may be deducted by the Employer from an employee's final pay.

Memorandum of Agreement

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

Re: Participation in Jointly Trusteed Pension Plan (HEPP)

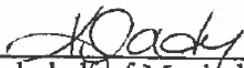
- (i) The parties agree to participate in the Healthcare Employees Pension Plan Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

Signed this 5th day of June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Memorandum of Agreement

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

Re: Standard Issue Uniform Parts

The parties agree to the following with respect to the standard uniform and equipment issue:

1. A Full-time/Part-time Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:

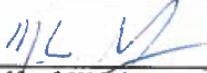
Pants	two (2)
Shirts	four (4)
Three-Season Jacket	one (1)
Parka	one (1)
Outer Protective Vest Shell -	two (2)
Notebook -	one (1)

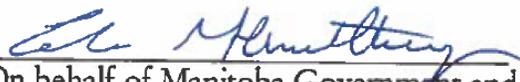
2. A Full-time/Part-time Officer shall be provided with, at no cost to the employee, the standard equipment issue as follows:

- One (1) set Kevlar soft body armour
- One (1) set of handcuffs
- One (1) handcuff case
- One (1) nylon web belt
- One (1) pouch for surgical gloves
- One (1) radio belt clip
- One (1) mini Maglite with case

3. The equipment issue shall be the responsibility of the Officer. The equipment issue shall remain the property of the Employer and must be accounted for upon request. The equipment issue shall be returned to the Employer upon termination or transfer outside of Security Services.
4. Upon termination, transfer to a Monitor Room Operator position or transfer out of Security Services an Officer shall return the standard uniform issue items as follows:
 - Three-Season Jacket
 - Parka
 - Outer Protective Vest Shell
 - All crests
 - Any or all notebooks
5. The cost of standard equipment issue items not returned by an employee may be deducted by the Employer from an employee's final pay.
6. The issue of including Kevlar gloves into the standard equipment issue shall be deferred to the HSC Security Services Staff Management Committee for referral to the Centre's Occupational and Environmental Safety and Health Committee (OESHC) requesting that a risk assessment be conducted in accordance with the Workplace Safety and Health Program to determine if Kevlar gloves are occupationally required personal protection equipment (PPE). The findings of the risk assessment and any subsequent determination of the OESHC shall be subject to the applicable provisions of the Workplace Safety and Health Act. In the event that the foregoing determines that Kevlar gloves are not required PPE, such determination shall not prevent an Officer from continuing to voluntarily purchase and wear Kevlar gloves while on duty.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union

Memorandum of Agreement

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

Re: Eight (8) Hour and Twelve (12) Hour Shifts

The parties agree to the administration of the eight (8) and twelve (12) hour shifts as follows:

- (a) Full-time employees shall work eight (8) or twelve (12) hour shifts over a six week rotation cycle.
- (b) Eight (8) Hour Shift:
 - (i) The hours of work for employees working an eight (8) hour shift shall be:
 - Day Shift - 7:30 a.m. to 3:30 p.m.
 - Evening Shift - 3:30 p.m. to 11:30 p.m.
 - Night Shift - 11:30 p.m. to 7:30 a.m.
 - (ii) Regular hours of work shall not exceed eight (8) hours per day and forty (40) hours per week.
 - (iii) General Holidays are banked and shall be taken off during a fiscal year.
 - (iv) One week within the six (6) week cycle a regular eight (8) hour employee shall only work four (4) days and shall receive one (1) day banked General Holiday.
- (c) Twelve (12) Hour Shift:

(i) The hours of work for Security Officers working a twelve (12) hour shift shall be:

- Day Shift - 7:30 a.m. to 7:30 p.m.
- Night Shift - 7:30 p.m. to 7:30 a.m.

(ii) The hours of work for Security Supervisors working a twelve (12) hour shift shall be:

- Day Shift - 7:00 a.m. to 7:00 p.m.
- Night Shift - 7:00 p.m. to 7:00 a.m.

(iii) The hours of work for Monitor Room Operators working a twelve (12) hour shift shall be:

- Day Shift - 7:00 a.m. to 7:00 p.m.
- Night Shift - 7:00 p.m. to 7:00 a.m.

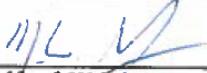
(Change shall take effect the first full shift rotation following date of signing of the new Collective Agreement)

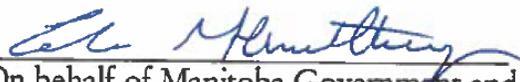
(iv) Regular hours of work shall not exceed twelve (12) hours per day and two-hundred and forty (240) hours per six (6) week cycle.

(v) General holidays are banked and shall be taken off during a fiscal year.

(vi) The banked stat deficit created by the twelve (12) hour shift configuration shall be balanced at the end of the fiscal year. At the option of the Officer, the deficit shall be balanced by making a deduction from the Officer's accrued vacation entitlement and/or banked overtime.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union

Memorandum of Agreement

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

Re: Staff Mobility Agreement Within the Nine Facilities of the WRHA System

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WHA system;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of health care providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This Memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties (e.g. VSIP's, ERIP's, Training, EAP, etc.).
3. In the event that this Memorandum of Understanding conflicts with the terms of any existing collective agreement between the parties, the terms of this Memorandum shall prevail over the terms of the collective agreement (unless otherwise specified).

4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the Employer(s) will notify the Unions, where possible*, at least 90 days prior to the implementation date unless otherwise provided for in the applicable collective agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

* lesser notice may be given only in exceptional circumstances.

- (b) The Employer(s) and Union(s) shall meet within 30 days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.
- (c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):
- positions affected at the sending facility
 - number of vacancies and new positions created at the receiving facility
 - up-to-date seniority lists
 - pertinent classification information
 - relevant time frames

5. Staff Mobility

A. Transfers with Programs

- (i) When programs are transferred, consolidated or merged from one facility or facilities to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess number of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the

program by utilizing the job posting/recall procedures in the applicable collective agreement(s).

If vacancies continue to exist after the job completion, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

- (ii) Employees who are transferred in accordance with this Memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- (iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plan.
- (iv) No new probation/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

B) Temporary Transfer of Employees

- (i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified

employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.

- (ii) Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's collective agreement.
- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserves the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- (v) Orientation as set out in 5 (a) (iii) above will be provided if reasonably possible.

C) Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the facilities intend to fill, the following procedures will apply:

- (i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- (ii) An internal and city wide posting may occur simultaneously. Employees from other facilities have the right to apply for said vacancy.

If the selected employee is a current employee of one of the nine (9) facilities, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility.

- (iii) Where there are no qualified internal applicants, positions will be awarded in the following order:

- Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
- Applicants from the Redeployment List;
- Applicants from one of the other nine facilities;
- Applicants external to the nine facilities.

6. Seniority

- A) Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.
- B) Mobility seniority for the purposes of this Memorandum will be calculated as follows:
- “Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.
- C) Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.
- D) To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.
- E) Any employee who:
- (i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
 - (ii) has voluntarily transferred to another facility between January 1, 1998 and the effective date of this Memorandum, shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively (i.e. bumping, vacation preference).

7. Staff Mobility Dispute Resolution Mechanism

This dispute resolution mechanism shall not be utilized to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable collective agreement.

Should a dispute(s) arise between a signatory Union(s) and a signatory Employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within ten (10) calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour Board.

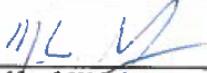
The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

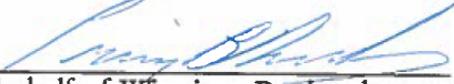
The decision of the Arbitrator shall be final and binding upon the parties to the dispute.

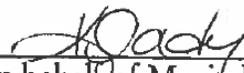
Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal shares.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union

Memorandum of Agreement*between***Manitoba Government and General Employees' Union****Security Patrol Officers and Supervisors***and***WRHA Health Sciences Centre Site (the "Employer")**

Re: Implementation and Interpretation of the Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WRHA System (hereinafter referred to as "Staff Mobility Agreement")

This Memorandum is attached to and forms part of this Collective Agreement. Where a conflict exists between this Memorandum and the Staff Mobility Agreement, the terms of this Memorandum will supercede those of the aforementioned Memorandum.

The parties agree to implement and interpret the Staff Mobility Agreement as follows:

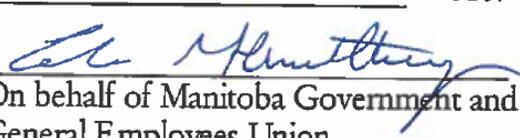
1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of staff with programs, to vacancies, or on a temporary basis.
2. The Employer agrees that the provisions of Section 5B (iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances.
3.
 - (a) Orientation for staff transferring with programs shall be provided in accordance with Section 5A (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring employee.
 - (b) Orientation for staff temporarily transferring to another facility in accordance with the provisions of Section 5B of the Mobility Agreement and section #2 of this Memorandum (above), shall be provided in accordance with 5A (iii) of the Mobility Agreement, if reasonably possible.

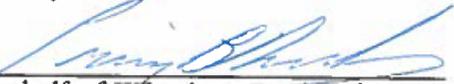
- 4. (a) It is agreed that 5A (ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
- (b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the employee requests.
- 5. Return transportation will be provided by the Employer, if the employee requests transportation or if personal transportation is not available. If personal transportation is utilized, the following shall apply:
 - (a) Parking in close proximity to the “receiving facility” will be made available.
 - (b) Parking expenses shall be reimbursed to the employee by the Employer.
 - (c) The employee shall be eligible for transportation reimbursement of thirty cents (\$0.30) per kilometre for travel in accordance with the following formula, subject to a maximum guarantee of three dollars (\$3.00).

Distance (in kilometres) from the employee’s home to the “receiving facility” minus the distance (in kilometres) from the employee’s home to the “sending facility”.

Signed this 5th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Memorandum of Agreement

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

Re: Hours of Work - Shift Scheduling - "Grand-Parenting"

The parties agree notwithstanding the provisions of Article 19 Hours of Work, and the Memorandum of Agreement Eight (8) Hour and Twelve (12) Hours Shifts, the following employees shall be considered "grand-parented" and thereby maintain their existing hours of work and shift schedules as identified hereunder for the duration of their employment:

Danny Davis- Twelve (12) hour Day shifts with five (5) Night shifts per twelve (12) week period.

James Youd - Twelve (12) hour Night shifts with two (2) Day shifts per schedule.

Mike Delaney -Twelve (12) hour Night shifts with two (2) Day shifts per schedule.

Larry Golembioski -Twelve (12) hour Relief shift (Monday Thursday).

Peter Vandenoever -Twelve (12) hour shifts four (4) weeks Days/four (4) weeks Nights.

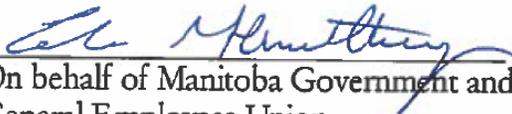
It is further agreed that in the event any of the above-named individuals terminate their employment with the Centre, or otherwise assume an alternate position at the Centre, the resulting vacancy, shift or hours of work resulting from same, may be altered by the Department on the basis of the provisions of Article 19 Hours of Work and the Memorandum of Agreement Eight (8) Hour and Twelve (12) Hour Shifts.

Nothing in this Memorandum precludes the alteration of a shift or hours of work for any of the above-named employees should there be mutual agreement between the employee and the Department to do so.

This Memorandum of Understanding shall be held in abeyance and in the event the Employer initiates action to implement changes to the current shift schedule in accordance with Article 19:07 the referenced employees shall retain their grandparented status in accordance with this Memorandum of Understanding. Notwithstanding the foregoing, this Memorandum of Understanding shall expire March 31st, 2012 without reconsideration for renewal.

Signed this 5th day of, June 2016.


 On behalf of Winnipeg Regional
 Authority, Health Sciences Centre Security


 On behalf of Manitoba Government and
 General Employees Union


 On behalf of Winnipeg Regional
 Authority, Health Sciences Centre Security


 On behalf of Manitoba Government and
 General Employees Union

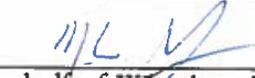
Letter of Understanding*between***Manitoba Government and General Employees' Union****Security Patrol Officers and Supervisors***and***WRHA Health Sciences Centre Site (the "Employer")****Re: Aboriginal Workforce**

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

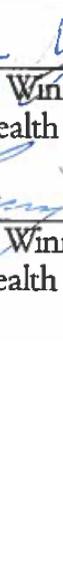
- (a) Address provisions in the Collective Agreement that may be discouraging or limiting Aboriginal workers from gaining access to health care opportunities;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations.
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful workplace practices to achieve a harassment free environment.

(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union


On behalf of Winnipeg Regional
Authority, Health Sciences Centre Security


On behalf of Manitoba Government and
General Employees Union

Letter of Understanding

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

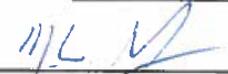
and

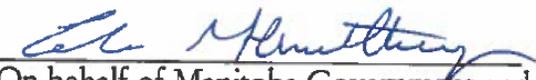
WRHA Health Sciences Centre Site (the "Employer")

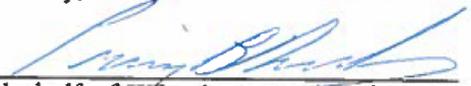
Re: Training

The Employer agrees to conduct a review of all training currently being offered to new and existing employees. This review shall be conducted within six (6) months of ratification. The intent of the review will be to identify any gaps in current orientation and training opportunities currently being provided. The Union will be provided with the results of the review.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Letter of Understanding

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

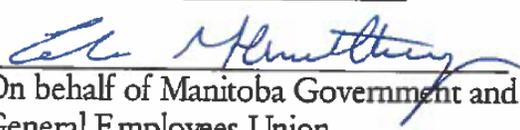
WRHA Health Sciences Centre Site (the "Employer")

Re: Uniform Review

The Employer commits to a review of the current practices of the issuance of Uniforms and Equipment to Security Officers and will accept Union input and suggestions during such review. Such review will be conducted within ninety (90) days of ratification of this Collective Agreement."

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Letter of Intent

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

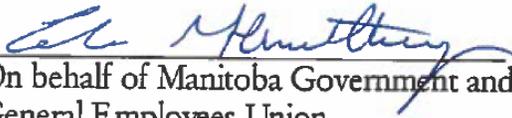
WRHA Health Sciences Centre Site (the "Employer")

Re: Regionalizing or Privatizing Work of Bargaining Unit

The Employer agrees not to regionalize or privatize work of the bargaining unit during the life of this collective agreement that expires March 31, 2017.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Letter of Understanding

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

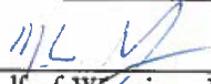
Re: Retroactive Pay

The Employer agrees to retroactive pay to be applied as follows:

Each employee on payroll date of ratification will receive \$500 without deductions before December 25, 2015. If an employee has not worked/paid enough hours to add up to \$500 in retro pay then that calculation and pay will wait until the following calculation.

- The remainder of retro pay owing will be calculated and paid by January 16, 2016 or, in an unforeseen event, by January 30, 2016. All required deductions will be taken at this time on the whole amount including the \$500 advances.
- Any past employees who have terminated employment since April 1, 2014 may request retroactive pay in writing to the Employer up until March 11, 2016. Any requests received after that date will not be honoured.

Signed this 8th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union

Letter of Understanding

between

Manitoba Government and General Employees' Union

Security Patrol Officers and Supervisors

and

WRHA Health Sciences Centre Site (the "Employer")

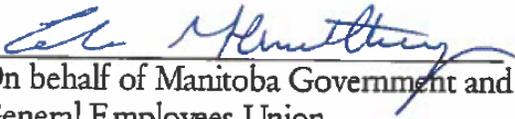
Re: Security Guard Minimum Wage Act Adjustment Allowance

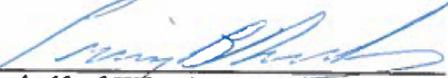
In recognition of the Security Guard Minimum Wage Act and the changes that may occur in the Security industry as a result of this act, the Employer agrees to a Security Adjustment Allowance as follows:

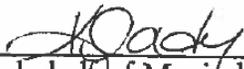
2% to all wage rates effective December 31, 2015. These rates are reflected in Schedule A.

Signed this 5th day of, June 2016.


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union


On behalf of Winnipeg Regional Authority, Health Sciences Centre Security


On behalf of Manitoba Government and General Employees Union