COLLECTIVE BARGAINING AGREEMENT

-Between-

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(Herein called the "Association")

-and-

SOCIETY FOR MANITOBANS WITH DISABILITIES INC.

(Herein called the "Employer")

COLLECTIVE AGREEMENT

April 1, 2014 to March 31, 2019

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PREAMBLE

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS the Association and the Employer desire to promote the morale, well-being and security of those employees and ensure excellence in provision of habilitative and rehabilitative services that assist in the development of individual independence and community based support for persons with disabilities; and

WHEREAS the Association and the Employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, the Association and the Employer agree to a Collective Agreement as follows:

ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

101 The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6153 or subsequent amendments thereto.

102 If the Employer and the Association disagree as to whether a person is an employee within the terms of *The Labour Relations Act* for the Province of Manitoba, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling. Nothing in this Article waives the right of either party to object to such an application for grounds including jurisdiction or appropriate forum.

103 If a dispute as to employee status under *The Labour Relations Act* and/or whether a position is within the scope of the bargaining unit results in a finding that a person is an employee within the scope of the bargaining unit, then the Employer and the Association agree to meet forthwith to negotiate the classification and the salary schedule for that employee, for inclusion in this Agreement.

104 No employee will be required to make any written or verbal agreement which conflict with the terms of this Agreement.

ARTICLE 2: DEFINITIONS

Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth.

Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable.

201 ASSOCIATION OR UNION - means the Manitoba Association of Health Care Professionals

202 BASIC PAY, RATE OR SALARY - means the amount indicated in Schedule "A".

203 BI-WEEKLY PAY PERIOD - means two (2) consecutive weeks constituting the regular pay period.

204 DAYS - "day" or "days" do not include Saturdays, Sundays, or general holidays unless specifically indicated in this Agreement.

205 DISMISSAL - means the removal of an employee for disciplinary reasons from a position of employment for just cause.

206 EMPLOYEE - means a person employed by the Employer in a position which is included in the bargaining unit.

207 EMPLOYER - means Society for Manitobans with Disabilities, Inc.

208 **EMPLOYMENT STATUS** shall be defined as:

a) FULL TIME EMPLOYEE - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 10 (Hours of Work and Shift Schedules). A full time employee is covered by all provisions of this Agreement, unless otherwise specified.

b) PART TIME EMPLOYEE - means an employee who is scheduled on a regular ongoing basis and who regularly works less than the hours of work as set out in Article 10 (Hours of Work and Shift Schedules)

c) TERM EMPLOYEE - as defined in Article 32 (Term Employees)

d) CASUAL EMPLOYEE - as defined in Article 31 (Casual Employees)

e) PROBATIONARY EMPLOYEE - as defined in Article 30 (Probationary Employees)

209 POSITION - means a position of employment with the Employer that is in the bargaining unit.

210 PROFESSIONAL ORGANIZATIONS

a) COTM - College of Occupational Therapists of Manitoba

b) CPM - College of Physiotherapists of Manitoba

c) MSHA - Manitoba Speech and Hearing Association

211 SHIFTS - for identification purpose, shifts will be named as follows:

a) DAY SHIFT - means a shift in which the major portion occurs between 0800 hours and 1600 hours.

b) EVENING SHIFT - means a shift in which the major portion occurs between 1600 hours and 2400 hours.

212 STAFF REPRESENTATIVE - means an employee appointed or elected by the Association who is authorized to represent the Association.

213 TERM POSITION - shall be a position filled by a temporary employee or another employee on terms and conditions set out in Article 32 (Temporary Employee).

214 TERMINATION - means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer.

215 TRANSFER - means a change by an employee from one position to another position with the same salary range.

216 WEEKEND - means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

217 EFT – Shall be defined as Equivalent to Full Time

ARTICLE 3: OCCUPATIONAL CLASSIFICATIONS

301 In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Association and affected employees. Written notice of objection must be given to the Employer by the Association within thirty (30) days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.

302 Where the Association objects to the wage rate for a new or altered classification established by the Employer, negotiations or the Arbitration Procedure set out in Article 9 must be utilized to resolve the difference within sixty (60) days following the Employer notifying the Association in a) above.

303 Where an employee at any time believes that their position is incorrectly classified, the employee may apply, in writing, to their Director to be classified to a different classification.

304 The Director shall reply in writing, within ten (10) days from the date the request from the employee was received by the Director.

305 If the reply from the Director is not satisfactory, the employee may grieve commencing at Step 2 of the Grievance Procedure; within fifteen (15) days from the date the reply was received from the Director.

306 A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute change in job content.

307 The Employer shall provide a copy of all job descriptions and classifications to the Association upon establishing or revising them.

308 When the Employer is making changes to any position description it will provide the Association with notice of the changes no less than sixty (60) days prior to the implementation date. The Employer agrees to meet with the affected employees and the Association to discuss the changes.

ARTICLE 4: MANAGEMENT RIGHTS

401 The Association recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to:

a) plan, direct and control the operations and method of operations;

b) maintain order, and efficiency, including making rules that are not inconsistent with this Agreement;

c) direct the workforce; to transfer, assign jobs or duties; layoff, close or establish any program or service provided; and

d) discipline, including suspend or discharge any employee for just cause.

402 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 5: ASSOCIATION SECURITY

501 A copy of this Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Association. The Association will provide sufficient copies for Employer administration needs.

502 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of this Agreement. All employees who are not Association members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Association members within ninety (90) days from the date of employment and shall as a condition of employment, remain Association members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Association requesting termination of their membership.

503 a) For time spent with Employer Representatives during negotiations, the Association will be allowed to have no more than one (1) employee from each professional discipline in the bargaining unit present at each bargaining session.

b) Prior to the commencement of negotiations, the Association shall supply the Employer with a list of employees on the negotiating committee. Dependent

upon operational requirements, requested leave for such employees shall not be unreasonably denied.

c) Where such leave of absence has been granted, the Association shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

504 The duties of the Association Representative shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.

Where practicable, Association business should be conducted outside of working hours. However, Staff Representatives may be entitled to leave their work during working hours in order to carry out the investigation and processing of grievances and attendance at disciplinary and grievance meetings with the Employer. Members of committees established under this Agreement may be entitled to leave their work during working hours in order to attend such committee meetings. Permission to leave work during normal working hours shall first be obtained from the Staff Representative's or committee member's Manager or designate. Such permission shall not be unreasonably denied. All time spent in performing such Association duties during normal working hours shall be considered as time worked. Upon resuming duties, the Staff Representative shall notify the Manager or designate.

505 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.

506 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association.

507 The Employer will remit dues deducted to the Association monthly, along with a list of all employees from whom the deductions have been made, indicating employee status of active, on leave or employment terminated.

508 The dues list shall include the name and the classification of each employee. Addresses and name changes will be included whenever there is a change.

509 The Association shall hold the Employer harmless with respect to all amounts so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

510 The Association shall notify the Employer in writing as to the amounts to be deducted, not less than one (1) month in advance, and the dues structure shall not be changed more than twice in any calendar year.

511 The Association agrees to provide the Employer with a current list of officers and authorized Representatives once annually.

512 The Employer agrees to provide bulletin board space for use by the Association in the "Children's" area at 825 Sherbrook. Other locations shall each have a binder for information relating to Association business, which shall be accessible to bargaining unit employees.

513 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from their pay and remitted to the Association.

514 When a new employee commences employment, the employee's immediate supervisor shall advise the Staff Representative. A Staff Representative or an Association Representative shall have up to thirty (30) minutes, at a time mutually agreed between the Representative and the Employer, in order to acquaint new employees covered by this Agreement with information about general terms and conditions of employment under the Agreement and the Association's representation.

515 a) Subject to at least two (2) or more weeks written notice of request, subject to operational requirements and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Staff Representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full time position with the Association shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office, to a maximum of four (4) years.

516 Once annually, the Employer is to provide the Association with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, home address, classification, employment status (i.e. full time, part time, or casual), salary rate, date of employment and anniversary date. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party. The Association will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found.

517 Employees are required to provide notice of change to name and address to the Employer in a timely manner.

ARTICLE 6: NON-DISCRIMINATION

601 For the purposes of this Article, the term "harassment" shall be defined in accordance with *The Human Rights Code* of Manitoba. The Employer and the Association agree that no form of harassment shall be condoned in the

workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise.

602 The Employer shall maintain and administer a Respectful Workplace policy with respect to harassment in the workplace that includes the following:

a) a work environment free of harassment;

b) informing all employees of this policy, including their rights and responsibilities; and

c) a procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

d) A copy of such policy shall be provided to the Association and made available to each employee.

603 The parties agree that there shall be no discrimination against an employee's membership or non-membership in the Association or in matters covered by this Collective Agreement on the basis of any applicable characteristic set out in *The Human Rights Code* of Manitoba, which characteristics are listed below for information:

a) ancestry, including colour and perceived race;

b) nationality or national origin;

c) ethnic background or origin;

d) religion or creed, or religious belief, religious association or religious activity;

e) age;

f) sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;

g) gender-determined characteristics or circumstances other than those listed in clause (f);

h) sexual orientation;

i) marital or family status;

j) source of income;

k) political belief, political association or political activity;

l) physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair or any other remedial appliance or device.

604 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor, or to the Director or Chief Operating Officer, where the immediate supervisor is an alleged abusive party. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

605 a) The Employer and the Association are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Association.

b) Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

c) Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Association and the Employer, be waived.

ARTICLE 7: COMMITTEES

701 The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees, with the total number of Committee members not to exceed six (6) members (two [2] Staff Representatives and an Association Representative with two [2] employer representatives and a Human Resources representative), unless otherwise mutually agreed. This Committee shall meet quarterly. Subject to mutual agreement, the Committee may schedule additional meetings. A copy of the minutes shall be provided to the Provincial MAHCP office via email address designated by MAHCP. info@mahcp.ca

702 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.

703 Time spent for attendance at meetings of Committees shall be considered time worked. This includes the Advisory Committee, Health and Safety Committee, Benefits Committee, Pension Committee, or any other Committee mutually agreed by the parties. A copy of the minutes shall be provided to the Provincial MAHCP office via email address designated by MAHCP. info@mahcp.ca

ARTICLE 8: GRIEVANCE PROCEDURE

801 "Grievance" - a grievance shall mean a complaint in writing concerning the interpretation, application, administration or alleged violation of this Agreement.

"Grievor" - a grievor is the Association or individual who initiates a grievance.

802 The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.

803 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Supervisor or their designate.

804 Within seven (7) days after the grievance has been filed, the Supervisor or their designate shall investigate the matter and reply.

805 Within seven (7) days after the Supervisor or designate replies to the grievance, an unresolved grievance shall be submitted to the Director or designate.

806 Within fourteen (14) days after receiving the grievance, the Director or designate shall investigate the matter, including a grievance meeting upon request, and reply.

807 If the grievance is not resolved within twenty-eight (28) days of filing, it may be submitted for binding arbitration under Article 21 (Arbitration Procedure) within the next ensuing fourteen (14) days.

808 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality, subject to undue delay. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

809 When a grievance cannot be presented in person at any stage of the grievance procedure, it may be transmitted by mail, courier, ~~or~~ facsimile, or email.

810 a) Either party may initiate a policy grievance. Such grievances initiated by the Association shall be made to the Chief Operating Officer or designate and such grievances initiated by the Employer shall be made to the Executive Director, or his/her designate and in either case shall be within fifteen (15) days from the date the Association becomes aware of the action giving rise to the grievance. The responding party shall reply within fifteen (15) days of receiving the grievance.

b) Where the parties fail to resolve a grievance under 810 (a) within fifteen (15) days after receipt of the reply, either party may refer the grievance to the Arbitration Step of the Grievance Procedure.

811 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.

812 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.

813 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

814 An employee may elect to be accompanied or represented by a Staff Representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.

ARTICLE 9: ARBITRATION PROCEDURE

901 a) For grievances referred to arbitration under Article 8 (Grievance Procedure), the Arbitrators shall be appointed, in order, from the list set out below:

i) Arne Peltz;

ii) A. Blair Graham, Q.C.;

iii) John Korpesho; and

iv) Diane Jones, Q.C.

b) Nothing in this Article prevents the parties from appointing a three (3) person arbitration board, if the parties mutually agree on such a procedure for the hearing and determination of the grievance. In such cases, the parties shall name their respective nominees within ten (10) days from the date of referral to arbitration. Within a further fourteen (14) days, the nominees shall agree to a Chair. If the parties fail to agree to a Chair, then the next sole Arbitrator in rotation shall be appointed. Appointment in this manner shall not change the order rotation for appointment as sole Arbitrator in other grievances

902 Should an Arbitrator be unable or unwilling to accept appointment, then the parties shall contact the next Arbitrator on the list. An Arbitrator who accepts appointment as Arbitrator or who is unwilling or unable to accept shall be rotated to the bottom of the list.

903 The Arbitrator shall not have the power to add to, subtract or modify or alter in any way the provisions of the Agreement.

904 The Arbitrator shall expressly confine the decision to the precise issue submitted to the Arbitrator and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Arbitrator.

905 The Arbitrator shall hear and determine the grievance and shall issue a decision, which decision shall be final and binding and enforceable upon the parties, and upon any employee affected by it.

906 Any of the time limits referred to above may be extended by mutual agreement of the parties.

907 Unless the parties agree otherwise, it is understood that Arbitration hearings shall not be public hearings.

908 The parties shall share equally the fees and expenses of the Arbitrator. All other fees and expenses for a party's nominee, witnesses and other costs that party incurs related to the arbitration shall be the responsibility of that party.

ARTICLE 10: HOURS OF WORK AND SHIFT SCHEDULES

1001 Regular hours of work shall consist of:

a) Seven and one-quarter (7 ¼) hours per day except as modified below. In addition, regular hours of work shall consist of those budgeted weekly hours of work as allocated by the Employer with the proviso that therapists may arrange their hours of work in a manner that:

i) is approved by the Employer;

ii) does not conflict with assigned caseload requirement; and,

iii) does not result in overtime to the Employer.

b) Seventy-two and one half (72 1/2) hours per bi-weekly pay period excluding meal periods but including rest periods.

1002 Meal and Rest Periods:

a) An employee working less than seven and one quarter (7 1/4) hours in a day shall receive one (1) fifteen (15) minute rest period with pay.

b) An employee working for seven and one quarter (7 1/4) hours in a day shall receive two (2) fifteen (15) minute rest periods with pay.

c) Subject to work requirements, employees shall take rest periods at the approximate mid-point between the beginning or ending of the shift and the meal period.

d) An employee working more than five (5) hours in a day shall receive a forty-five (45) minute meal period without pay.

1003 Employees are normally scheduled to work on the days of staff meetings. Where an employee is required to attend a staff meeting on a day that the

employee was not scheduled, then that employee shall be paid for the meeting attendance.

1004 If mutually agreed upon and if operating requirements permit, an employee may modify their hours of work on a regular or temporary basis. Such modified hours shall not entail overtime costs to the Employer, nor shall the employee work less than their required hours within two (2) bi-weekly pay periods.

1005 If the Employer considers implementing a significant change to the normal work day, start and finish times, or normal work week the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposals of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least ninety (90) calendar days' notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.

1006 An employee who is scheduled but unable to attend work due to weather conditions that result in a travel advisory, road closure, or a vehicle breakdown in the course of work, or other reasons beyond the employee's control which are satisfactory in the Employer's discretion, shall suffer no loss of pay for hours normally scheduled to work. This is on condition that the employee shall notify the applicable supervisor immediately, and attempt to use the scheduled time for other work related activities or such duties as may be reasonably assigned by the supervisor.

ARTICLE 11: SALARIES

1101 Salaries shall be paid to each employee in accordance with Schedules "A" and "B" which are attached to and form part of this Agreement.

1102 An employee's anniversary date shall be the anniversary of the date on which they commenced employment with the Employer or the anniversary date of any subsequent step increase.

1103 The effective date for an employee's increase to a higher increment shall be the first calendar day of the bi-weekly pay period which includes the date upon which the employee became eligible for the increase.

1104 The minimum salary of a newly hired employee will be determined by experience:

a) on an equivalent full time basis, and
b) related to the position applied for and held, and
c) in accordance with the following table:

1 Yr. 2 Yr. 3 Yr. 4 Yr.

1 year in previous 3 years	XX			
2 years in previous 4 years		XX		
3 years in previous 5 years			XX	
4 years in previous 5 years				XX

"Related to the position" shall mean experience in the professional discipline of the posting.

1105 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

1106 Equivalent gross annual rates shall be calculated as follows:

Annual rates = hourly rates x 1885

1107 An employee or their legally authorized designate shall be entitled to payment of all wages, vacation pay and other benefits within five (5) days after termination or death.

ARTICLE 12: RESPONSIBILITY PAY

1201 Where the Employer offers an employee temporary appointment to perform the substantial duties and responsibilities of a position outside of the bargaining unit, and provided the employee accepts and takes over those duties, the employee shall be paid in accordance with the compensation system in place for excluded staff. The employee shall return to their current rate of pay upon notification by the Employer that such duties have ceased, or, if the employee was assigned for a specified period, at the end of that period.

1202 Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

ARTICLE 13: SHIFT PREMIUM

1301 a) A shift premium of one dollar ($1.00) per hour will apply to evening and shift work scheduled by the Employer for all hours scheduled and worked after 6:00 p.m.

b) A weekend premium of one dollar and sixty-five cents ($1.65) effective April 1, 2013 per hour shall be paid to an employee for all hours scheduled and worked on a weekend.

c) There shall be no pyramiding of shift premiums, and only one shift premium shall be applicable to any hours of work that attract a shift premium. In the event that the scheduled hours worked fall within both (a) and (b) above, then the greater of the two premiums shall be paid.

ARTICLE 14: OVERTIME

1401 a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 10 (Hours of Work and Shift Schedules).

b) An employee who voluntarily extends their regular hours of work, beyond the amount stipulated in item (a) above, while performing their regular duties, shall not receive overtime. Such an employee shall bank the extended hours at a straight time rate up to a maximum allowable bank of thirty-six and one quarter (36 ¼) hours of work. An employee shall not be permitted to accrue extended hours beyond the banked maximum unless the Employer provides prior approval.

c) Any overtime which is the result of an employee voluntarily extending hours of work beyond the regular hours of work shall be compensated by equivalent time off calculated at a straight time rate.

d) An employee who, as per the Employer's request, agrees to extend their regular hours of work (as stipulated in item (a) shall receive overtime.

1402 The Employer shall designate the manner in which overtime is to be authorized.

1403 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.

1404 Any authorized overtime which is required or authorized in writing by the employee's supervisor shall be compensated by pay calculated at one and one half (1 ½ *x*) times the regular hourly rate. If mutually agreed upon, an employee may be granted time off equivalent to and in lieu of overtime payment to which they would otherwise be entitled.

1405 The compensatory time shall be taken at a time mutually agreed by the Employer and employee. In the event that there is no mutual agreement, the Employer shall provide at least two (2) weeks notice of date(s) upon which the compensatory time shall be taken. The Employer may require that all compensatory time be taken by the end of the fiscal year in which it was earned.

1406 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.

1407 The Employer will attempt to schedule work to avoid or limit overtime, where practicable, subject to service and consumer requirements. Workshops and seminars which may result in overtime will be assigned on an equitable manner among the employees who are qualified to perform the work.

1408 If an employee is called out for overtime work, the employee shall be compensated by not less than three (3) hours at the overtime rate, providing that the period of overtime worked is not immediately before or after the employee's regular scheduled working hours.

1409 An employee required to work overtime for a period in excess of two (2) hours immediately following her/his regular shift shall be paid a meal allowance of eight dollars ($8.00).

ARTICLE 15: GENERAL HOLIDAYS

1501 a) The following days are recognized as general holidays for the purpose of this Agreement:

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

Any other general holiday proclaimed by federal or provincial statute.

b) Where a general holiday falls on a Saturday or Sunday, the holiday shall be observed on the day immediately following the general holiday. Nothing in this Article shall prohibit the parties from altering the date of observance of any of the general holidays in this Article by agreement.

To be eligible for a general holiday an employee must satisfy the following:

i) The employee must not have been absent from work on the general holiday, if scheduled to work on the holiday, unless absent due to illness or injury.

ii) The employee must not have been absent from work on their last scheduled day before and the first scheduled day after the holiday without the consent of the Employer, unless absent due to illness or injury.

1502 Eligible employees not working on the general holiday shall receive general holiday pay calculated at five percent (5%) of the employee's total regular wages for the four (4) week period immediately preceding the general holiday.

1503 Eligible employees who are scheduled or required to work on a general holiday shall receive pay in accordance with Article 1502 and shall be paid for all work performed on that day at one and one-half (1 ½ x) times their regular rate.

1504 Employees who are not eligible for the general holiday and who are scheduled or required to work on the general holiday shall be paid for all work performed on that day at one and one-half (1 ½) their regular rate.

1505 Where a general holiday falls during an eligible employee's vacation or a scheduled day off other than a Saturday or Sunday, the day shall not be deducted from the employee's vacation entitlement.

1506 Notwithstanding eligibility requirements for a general holiday without loss of pay, employees shall receive the afternoon off with pay, on December 24th and December 31st. Should either day fall on a Saturday or Sunday, the half day shall be taken on the working day prior to that day. In the event that the Employer requires that an employee work on the afternoon of December 24th or December 31st, that employee shall take an alternate half day off at a time to be mutually agreed with the Employer.

1507 An employee who observes religious holidays other than those provided for in Article 1501 may substitute vacation time, compensatory time or leave without pay in order to take leave on such holidays. Such arrangements must be approved in writing by the employee's immediate supervisor at least ten (10) days prior to the holiday.

1508 A general holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

1509 Subject to Article 1501(b), where an employee is eligible for a general holiday that falls on a day that is not a normal work day for the employee, the employee shall have the option to receive general holiday pay calculated in accordance with Article 1502 or equivalent time off calculated in accordance with Article 1502. The procedure in Article 1405 shall be followed in arranging such time off.

ARTICLE 16: ANNUAL VACATION

1601 An employee who completes a year of employment since **their** last date of hire shall be entitled to a vacation and vacation allowance set out in Article 16.

1602 Upon termination of employment, employees shall be paid out for all accrued vacation entitlement, earned but not taken, at their rate of pay in effect at termination.

1603 Employees shall earn annual vacation with pay at the regular rate of pay on the following basis:

a) during the first two (2) years of employment, four point one eight (4.18) hours bi-weekly, to maximum of one hundred eight and three quarter (108 3/4) hours (fifteen (15) days);

b) commencing the day after completion of two (2) years of employment, five point five nine (5.59) hours bi-weekly, to a maximum of one hundred forty-five (145) hours (twenty (20) days);

c) commencing the day after the completion of nine (9) years of employment, six point nine seven (6.97) hours bi-weekly, to a maximum of one hundred eighty-one and one quarter (181 1/4) hours (twenty five (25) days); and

d) commencing the day after the completion of nineteen (19) years of employment, eight point three seven (8.37) hours biweekly, to a maximum of two hundred seventeen and one half (217 1/2) hours (thirty (30) days).

1604 Subject to 1603, an employee wishing to take paid vacation prior to completion of any year of employment may take paid vacation up to the vacation entitlement accrued during that year.

1605 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

1606 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of up to thirty (30) consecutive calendar days. For unpaid leaves of absence that exceed thirty (30) consecutive calendar days, annual vacation shall be retained but not accrue for the period of time that exceeds that thirty (30) consecutive calendar days.

1607 Vacation entitlement must be taken within a year after completion of any year of employment. An employee may carry over up to thirty-six and one quarter (36 1/4) hours (five (5) days) of vacation entitlement from any vacation year to the next vacation year, subject to a maximum number of hours an employee may accumulate as carried over vacation, of one hundred forty-five (145) hours (twenty (20) days). The maximum hours of vacation carried over are in addition to the regular vacation entitlement earned by the employee during any vacation year.

1608 Where operational requirements permit, accrued vacation leave may be taken in accordance with the preference of employees within a department, subject to the approval of the Employer. Employee vacation requests shall not be unreasonably denied. Where conflicts arise as to the scheduling of vacation, all reasonable methods of resolving the dispute shall be undertaken. If no resolution can be found, seniority shall govern.

1609 Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of the employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions. The employee may opt to carry over vacation entitlement pursuant to Article 1607.

1610 A newly hired employee will have the completed years of service with the most recent previous employer recognised for the purpose of earning vacation with pay under article 1603, if such employee meets both of the following criteria:

a) Employment at the most recent previous employer was within a bargaining unit represented by the association; and

b) The employee commenced employment with the Employer within six (6) weeks of ceasing employment with the most previous employer.

Any such employee's anniversary date for vacation purposes is the most recent date of hire with the Employer, and the employee will earn vacation in accordance with article 1610.

ARTICLE 17: TRAVEL ALLOWANCE

1701 Effective April 1, 2016, Where an employee is required by the Employer to use a personal motor vehicle in the course of employment, mileage for such travel shall be reimbursed at the Province of Manitoba mileage rate in place as of April 1, 2016 for the entire fiscal year. In the following years, the mileage rate shall be adjusted for the fiscal year, effective April 1.

1702 Mileage for travel between home and the SMD office to which the employee normally reports may not be submitted. The guidelines for calculation and submission of mileage claims for work related travel are as follows:

a) Within Winnipeg:

(i) Mileage for travel between home and a client appointment may be submitted.

(ii) For employees who live outside of Winnipeg, mileage may not be submitted between home and Winnipeg, for travel between home and a client appointment. Once inside Winnipeg, (i) above applies.

b) Rural (applies to all regions outside Winnipeg):

(i) Mileage for travel between home and a client appointment may be submitted if the distance from home to client is less than home to the assigned SMD office. Otherwise, mileage for travel is to be claimed from the assigned SMD office to the client appointment.

1703 The Employer shall reimburse the employee for parking costs related to consumer service away from the employee's main office location.

1704 An employee required to travel overnight on behalf of the Employer shall be reimbursed for standard room accommodation expenses while on "travel status", and be paid the following daily maximum reimbursement for meals:

	Breakfast	Lunch	Dinner	Daily Max
South of 53rd	$6.85	$8.85	$15.70	$31.40
North of 53rd	$7.35	$9.35	$16.90	$33.60

For each full calendar day in travel status, an employee may claim up to the daily maximum reimbursement to cover the cost of purchased meal or groceries, in lieu of individual meal claims. Where overnight accommodation is not involved, only the appropriate individual meal expenses may be claimed for reimbursement.

Receipts are required for overnight accommodation and meals. When an employee is required to travel outside their regular caseload area, where the travel is also outside the city, town or municipality of the employee's residence, and where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only.

1705 An employee who is required to use their own vehicle for the business of the Employer shall be responsible for arranging and paying insurance coverage for this purpose as may be required by Manitoba Public Insurance and such insurance shall include a minimum of one million dollars ($1,000,000.00) public liability and property damage. Such an employee may be required to furnish satisfactory proof to the Employer that such insurance has been obtained.

1706 In the event that damage occurs to the vehicle of an employee who is authorized to use their own vehicle for work purposes, the Employer shall reimburse the employee's deductible when all of the following circumstances are applicable:

a) such damage occurs during the course of performance of the employee's authorized duties;

b) MPI has not assessed fault to the employee for any such damage; and

c) the damage to the vehicle arises from circumstances under which MPI does not cover the deductible.

In the event that MPI refunds an employee's deductible after the Employer has reimbursed the employee, then the employee shall remit such payment to the Employer.

ARTICLE 18: INCOME PROTECTION

1801 Employees in the categories specified in Article 1802 below shall receive payment at the regular rate of pay during absence from work due to illness or injury sustained by themselves, to the extent that they have accumulated income protection credits, subject to the following conditions.

1802 Full time employees shall accumulate income protection credits from the date of hire on a bi-weekly basis at the rates set out below:

a) four point one eight (4.18) hours (one point two five (1.25) days per month) in the first two (2) years of continuous employment;

b) five point five nine (5.59) hours (one point six six (1.66) days per month) in the third (3rd) to ninth (9th) year inclusive of continuous employment to a maximum of one thousand one hundred and thirty-eight point two five (1,138.25) hours (one hundred and fifty-seven (157) days);

c) six point nine seven (6.97) hours (two point zero eight three (2.083) days per month) in the tenth (10th) year to the nineteenth (19th) year inclusive of continuous employment to a maximum of one thousand seven hundred and sixty-one point seven five (1,761.75) hours (two hundred and forty-three (243) days);

d) eight point three seven (8.37) hours (two point five (2.5) days per month) in the twentieth (20th) year of continuous employment to a maximum of two thousand and fifty-one point seven five (2,051.75) hours (two hundred and eighty-three (283) days);

e) part time employees shall accumulate income protection credits from the date of hire on a pro rata basis, in accordance with Article 2201 (Part-Time Employees).

1803 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.

1804 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of up to thirty (30) calendar days. For unpaid leaves of absence that exceed thirty (30) calendar days, income protection credits shall be retained but not accrue for the period of time that exceeds that thirty (30) calendar days.

1805 An employee shall be granted leave of absence up to a maximum of five (5) days, pro-rated for part-time employees to not less than three (3) days per fiscal year for providing the needs to the employee's spouse, child or parent during illness or significant life crisis. If the employee has sufficient income protection credits accrued at the time such leave is taken, it shall be paid from, and charged to the employee's accrued income protection credits

1806 Any leave of absence under this Article shall be separate from any compassionate care leave an employee may take under *The Employment Standards Code* pursuant to Article 22 (Compassionate Care Leave).

1807 Where an employee is absent because of illness, the employee shall notify by telephone their immediate supervisor or appropriately delegated person of their absence due to illness prior to the employee's regular hours of work unless it is not reasonably possible. An employee not notifying as indicated above shall be considered absent without leave unless an explanation satisfactory to the Employer is provided.

1808 The Employer reserves the right to require a medical examination report and/or medical certificate as proof of the employee's fitness to return to work or to determine the approximate length of illness. The Employer will not require a certificate for absences of less than three (3) scheduled days except in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer 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. The Employer will cover any costs over twenty dollars ($20.00) associated with medical notes or reports that it requires.

1809 Time off for routine medical, dental and chiropractic examinations or treatments, including reasonable travel time shall be granted to an employee, provided the employee notifies the Employer upon making or learning of the appointment subject to operational requirements, and such time off shall be charged against the employee's accumulated income protection credits.

1810 Where an employee on vacation becomes ill to the extent that the employee is admitted to hospital or is confined to bed for a period of three (3) or more consecutive days on the written instruction of a medical practitioner, dentist or chiropractor, and provided the employee notifies the Employer immediately following the admission to hospital or confinement to bed, or as soon as reasonably practicable, such employee shall be allowed to use accumulated income protection credits for the period of hospitalization or confinement.

1811 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

1812 When an employee is unable to work and is in receipt of Workers Compensation benefits as a result of an injury incurred in the course of their duties, the employee may elect to be paid an additional amount which, when combined with the compensation benefit, shall ensure the maintenance of gross salary. Such additional amount shall be chargeable to the employee's income protection credits accrued at the time the employee commenced receipt of Workers Compensation benefits, and such additional payments shall be payable until the employee's accrued income protection credits have been exhausted. Where an employee is absent due to injuries or disabilities for which compensation is paid under *The Workers Compensation Act*, vacation leave and income protection shall accumulate as if the employee were not absent for the period of up to one (1) year from the date of commencing that leave of absence, while the employee is receiving benefits for that illness or injury.

Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

1813 Subject to Article 1804 (Income Protection) and Article 2303 (b) (Seniority), sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

1814 It is understood that the elimination period for the Long Term Disability Plan is one hundred and nineteen (119) calendar days. An employee shall be permitted to use their income protection bank beyond the one hundred and nineteen (119) day elimination period until depleted if the current LTD plan denies the employee's application for benefits.

1815 Income protection shall continue to accumulate if an employee is absent on any period of paid leave of absence, including income protection.

1816 Should all income protection credits be exhausted, an employee may use for *bona fide* income protection purposes any accrued vacation, compensatory or overtime available.

1817 Disability Insurance Claims and Manitoba Public Insurance Claims: If a claim for Long Term Disability Benefits or MPI Wage Loss Benefits is approved retroactively, and income protection credits were paid to the employee during the period of retroactivity, the employee shall remit the monies to the Employer and the corresponding income protection credits will be reinstated.

1818 For situations where reasonable accommodation becomes an issue, a return to work plan will be developed for the employee. In such cases, an employee may be requested to see a specific physician and/or other medical professional in order that this professional participates in the return to work plan. Costs generated by these requests will be covered by the Employer.

1819 If a general holiday, for which the employee is eligible, falls on a day on which an employee is receiving income protection benefits, such a day shall be paid in accordance with the general holiday provisions of this Agreement, and not be deducted from the employee's income protection credits.

1820 A newly hired employee will have income protection with the most recent previous employer recognized up to eighty-five (85) days, and completed years of service for the purpose of earning vacation with pay under 1802, if such an employee meets both of the following criteria:

a) employment at the most recent previous employer was within a bargaining unit represented by the Association; and

b) the employee commenced employment with the Employer within six (6) weeks of ceasing employment with the most recent previous employer.

Any such employee's anniversary date for income protection purposes is the most recent date of hire with the Employer, and the employee will earn income protection in accordance with Article 1802.

ARTICLE 19: LEAVE OF ABSENCE

1901 Except in emergencies such as serious personal loss due to fire, flood, or theft, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

1902 **Court Leave**

An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs, where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs shall receive a leave of absence without pay for the required absence.

1903 **Education and Training**

a) An employee who, with the approval of the Employer, attends a conference, workshop, or other education or training that is required for the employee to perform duties at a satisfactory level, shall be granted leave of absence with pay for this purpose, and any registration, tuition fees and required materials, shall be paid by the Employer.

b) If the Employer considers such education or training to be an asset to the employee's performance, but not required, or if the education and training is to satisfy requirements of the employee's professional governing body, then the Employer may approve leave with pay of up to five (5) days in a fiscal year and shall contribute up to eighty per cent (80%) and may contribute to a maximum of one hundred per cent (100%) of any registration, tuition, required materials.

c) Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

1904 An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Employer may review and may renew such leave of absence annually thereafter. An employee resuming their employment shall be reinstated in the employee's former position or comparable position with no less wages or benefits. Not more than one (1) employee at one time may be absent on leave granted under this Article.

1905 Seniority and benefits shall continue to accrue during paid leave of absence or unpaid leave of absence of up to thirty (30) calendar days.

1906 For an unpaid leave of absence that exceeds thirty (30) calendar days, seniority and benefits shall be retained but not accrue during the period of time that exceeds that thirty (30) calendar days.

1907 a) An employee returning from a leave of absence shall be entitled to return to their former classification and geographical location, within twenty-four (24) months or such longer period applicable to an employee on a consecutive maternity or parental leave, subject to the continued funding of the classification and/or program the employee was working in, and the employee has the ability and qualifications to perform the requirements of the position. Where reasonably possible, the therapist shall also be permitted to return to their former position or case load mix.

b) For leaves of absences in excess of twenty-four (24) months, other than an absence for consecutive maternity or parental leave, the employee shall receive preferential consideration for placement in a vacancy in the classification held prior to the leave of absence, provided the employee has the ability and qualifications to perform the requirements of the position, with or without reasonable accommodation, if applicable.

1908 Subject to the operational needs of the Employer, reasonable efforts will be made to accommodate reasonable requests for part time leave of absence. A part time leave of absence shall mean a temporary partial reduction in an employee's EFT on a regular and recurring basis.

ARTICLE 20: PARENTAL LEAVE

2001 Parenting Leave

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

2002 Maternity Leave

(01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both. The Employer may require an employee to commence maternity leave if the state of their health is

incompatible with the requirements of their job, and such time shall be in addition to the leave they are otherwise entitled to under this article.

Plan A:

In order to qualify for Plan A, 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 A at least four (4) weeks before the day specified by their in the application as the day on which they intend to commence such leave;

c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

(02) 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 Clause 2002(01) c), or

b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2002(01) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by Chief Operating Officer.

(03) a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of their accumulated income protection against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their Staff Year Equivalent to full-time status.

b) Should the employee not return to work following their maternity leave for a period of employment sufficient to allow reaccumulation of the number of income protection days granted under subsection (03)(a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved income protection granted during the period of return shall be counted as days worked.

Plan B

(04) In order to qualify for Plan B, a pregnant employee must:

a) have completed six (6) continuous months of employment with the Employer;

b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by them in the application as the day on which they intends to commence such leave;

c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

d) provide the Employer with proof that they have applied for and been granted Employment Insurance maternity and parental leave benefits

(05) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

a) They will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, they must remain in the employ of the Employer, and work the working hours they would have otherwise worked in the higher Staff Year Equivalent position during the six (6) month period, and

b) They will return to work on the date of the expiry of their maternity leave and where applicable, their parental leave, unless this date is modified by the Employer, and

c) Should the employee fail to return to work as provided under a) and/or b) above, the employee is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of maternity leave, which repayment shall be reduced pro rata, calculated by the percentage of six (6) months actually worked after returning.

(06) 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 mentioned in Clause 2002(04) c), or

b) A period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2002(04) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Chief Operating Officer.

(07) 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 93% of their 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 93% of their weekly rate of pay;

c) It is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings.

d) All other time as may be provided under 1702(06) shall be on a leave without pay basis.

(08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal layoff.

(09) 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

(10) 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 the province.

(11) An employee who qualifies under 2002(10) must:

a) Have completed six (6) continuous months of employment; and

b) Except in the case of Adoption Leave, in accordance with 1702(10) c), 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 2002(10)(c), 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.

(12) An employee who qualifies for Parental Leave is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks, subject to a maximum combination of Maternity and Parental Leave of fifty-four (54) consecutive weeks.

(13) Subject to 1702(14), 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.

(14) 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.

2003 A male employee shall be entitled to three (3) consecutive days leave of absence within seven (7) days of the birth or adoption of a child. One (1) day shall be paid leave. The other two (2) days may be taken by a combination of banked compensatory time; vacation or income protection, if sufficient eligible amounts are accrued; or unpaid leave.

2004 An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks before the day the employee wants to end the leave.

ARTICLE 21: BEREAVEMENT LEAVE

2101 An employee who is or will be absent on bereavement leave shall notify **their** supervisor at the earliest possible opportunity.

2102 a) An employee shall be allowed to take up to four (4) days off, without loss of pay, in the event of the death of a spouse, child, step-child or ward of the employee, parent, former legal guardian, sibling, grandparent, grandchild, live-in partner or fiancé and shall receive pay at **their** regular rate for each scheduled day of work missed within those four (4) days.

b) An employee shall be allowed to take up to two (2) days off, without loss of pay, in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

c) An employee shall be allowed to take up to one (1) day off, without loss of pay in the event of the death of an aunt or uncle.

d) An employee shall be entitled to unpaid bereavement leave pursuant to *The Employment Standards Code*. Such leave shall run concurrently with any paid leave that is covered above in this Article. Where duration of the bereavement leave pursuant to the *Code* is greater than the duration of the paid bereavement leave above, then an employee is entitled to take the unpaid leave days, less any paid leave days taken. If the paid leave above does not apply to a family member that is covered by leave pursuant to the *Code*, then the employee is entitled to take unpaid leave under the *Code*.

2103 Leave under 2102 may be taken only in the period which extends from the date of death up to and including the day following the funeral. However, one (1) of the leave days may be reserved and taken at a later date for attendance at a cremation or burial, if that date is beyond the days leave granted in this Article. Additional bereavement leave, with or without pay, may be granted at the discretion of the Employer.

2104 Additional bereavement leave of up to two (2) days to attend the funeral of a family member specified in Article 2102 above shall be granted where such a funeral is more than two hundred and fifty (250) kilometers from the employee's home.

2105 Provided that an employee has not received bereavement leave for a death in Article 2102, an employee shall be allowed to take up to one (1) day off to attend a funeral as a pall bearer and shall receive pay at their regular rate for the day of work.

ARTICLE 22: COMPASSIONATE CARE LEAVE

2201 Subject to the provisions of *The Employment Standards Code*, an employee who has been employed for at least thirty (30) calendar days is entitled to Compassionate Care Leave without pay of up to eight (8) weeks to provide care or support to a seriously ill family member.

2202 The provisions of *The Employment Standards Code* and any amendments shall apply to all terms and conditions of this leave, including duration, eligible family members and rights upon return to work.

2203 An employee who has been granted Compassionate Care Leave shall, upon commencement of such leave, be granted up to ten (10) days of income protection credits, to bridge the employee through the waiting period for Employment Insurance benefits for Compassionate Care Leave. The income protection leave shall be granted as long as the federal government agency administering Employment Insurance benefits allows the income protection credits to bridge to the waiting period.

ARTICLE 23: SENIORITY, PROMOTIONS AND TRANSFERS

2301 Seniority shall be defined as the length of continuous employment of a full time or part time employee covered by this Agreement from the last date the employee

entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained.

2302 Seniority of an employee will continue to accrue during:

a) leave of absence with regular pay including income protection;

b) accident or illness, including time off while receiving Workers Compensation benefits up to a maximum of one (1) year;

c) layoff of thirteen (13) weeks or less;

d) approved education leave to a maximum of one (1) year;

e) approved unpaid leave of absence of up to thirty (30) days in one fiscal year;

f) maternity, parental leave and any compassionate care leave under *The Employment Standards Code*;

g) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan; or

h) any period of approved unpaid leave of absence for Association purposes of up to one year.

2303 Seniority will be retained but will not continue to accrue during:

a) a leave of absence without pay in excess of thirty (30) days;

b) accident or illness, including time off while receiving Workers Compensation benefits, in excess of twelve (12) months;

c) layoff of more than thirteen (13) weeks and not more than eighteen (18) months;

d) promotion or appointment to a position outside of the bargaining unit, but has not completed any trial period.

2304 Seniority will terminate if an employee:

a) resigns;

b) is discharged and not reinstated under the grievance procedure;

c) takes an educational leave in excess of one (1) year;

d) is laid off for more than eighteen (18) months;

e) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension, unless for good and sufficient reason;

f) retires;

g) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period; or

h) fails to report for duty within fourteen (14) calendar days after receiving notification of recall from layoff by registered mail or personal service.

2305 All vacancies of at least (six) 6 weeks or more which fall within the scope of this Agreement shall be posted on the Employer bulletin boards and shall be on the Employer's internal electronic mail system for at least ten (10) days. Such postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated hours of work, and wage rate. Job descriptions shall be available to applicants upon request.

2306 A vacancy may be advertised externally to allow for applications from outside of the bargaining unit, which may be advertised concurrently with an internal posting. A preference will be given to an applicant from the bargaining unit who is competent and qualified for the position. Greater competency and qualifications of an employee shall be the governing factors in the filling of all vacancies, unless the competence and qualifications are relatively equal among candidates, in which case seniority shall be the deciding factor.

2307 Employees who are unsuccessful applicants for a vacant position shall be notified in writing. Such an employee shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Director. Such a request shall be made no later than ten (10) days from the receipt of the notification of being the unsuccessful applicant.

2308 All voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.

2309 During the trial period, if the employee proves to be unsatisfactory in the new position, or if they wish to revert voluntarily, they shall be returned to their former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification and employment status.

2310 A full time or part time employee, other than a term employee, who accepts a term position, will be returned to their former position at the completion of the term position unless such former position has been deleted. An employee not returned to the former position shall be returned to the former occupational classification and employment status.

2311 An employee who through advancing years or disability, is unable to perform the regular duties of their position, shall be entitled to reasonable accommodation within the bargaining unit.

2312 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

2313 No employee shall be expected to be relocated to another community unless mutually agreed upon between the Association and the Employer.

2314 A copy of each posting shall be sent to the Association office, within the posting period.

ARTICLE 24: JOB SHARING

2401 When a full time position is posted, two (2) employees may apply to equally share that position. The decision to allow two (2) employees to split a full time position rests solely with the Employer who will consider the needs of the area.

a) Both employees shall be granted part time employment status, and shall earn benefits as provided for in the Collective Agreement.

b) In the event that one (1) of the employees sharing a full time position is absent, e.g. sick leave, vacation, leave of absence, etc., the other employee sharing the full time position may be required to assume those shifts.

c) In the event that one (1) of the employees sharing a full time position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted as full time with the following wording noted on the job posting:

> "This full time position is currently being filled by two (2) employees working part time. The remaining employee wishes to continue working **their** half of the rotation and **they** will be allowed to do so if another employee is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same."

d) Providing there is another employee willing to share the full time rotation, the remaining employee will be maintained in the shared position.

e) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the rotation with the remaining employee, the posted position will be offered to the remaining employee as full time and will be granted to them if they wish to change from part time to full time.

f) If the remaining employee refuses to accept the position on a full time basis, the position may be offered to the most suitable applicant for the full time job posting.

The remaining employee will then be offered any part time position for which they are qualified, that is currently vacant and if none is available, they shall be dealt with in accordance with Article 25 (Job Security).

ARTICLE 25: JOB SECURITY

2501 "Layoff" means the temporary or permanent removal from a position of employment due to lack of work, funding, economical or operational changes.

In the event of a layoff, employees shall receive notice, pay in lieu of notice or a combination of them as follows:

a) Two (2) weeks notice or pay in lieu of such notice for employee's with less than two (2) years of accumulated service; and

b) Four (4) weeks notice for employees with two (2) or more years of accumulated service.

2502 a) In the event that the Employer decides that it will be necessary to layoff one or more employees, the parties agree to meet as far in advance as possible to explore options to minimize the effect of the layoff.

b) Accordingly, all pending/or vacant positions shall be identified and all laid off employees and/or employees identified by the Employer to be laid off ("affected employees"), will be given an opportunity to express their preference for the available positions. Providing the employee is qualified, competent, and willing to take the position, the Employer shall re-deploy affected employees by order of seniority in accordance with their expressed preference. Should a preferred position not be available then, by order of seniority, employees may select a position from the remaining vacancies, provided the employee has the required qualifications for the job.

c) Term positions filled by term employees may be considered in accordance with the process as outlined above. Should an affected employee be redeployed into a term position they will maintain their permanent status.

d) All affected employees accepting term and/or lower ranged positions shall have the opportunity to be re-deployed into the first available comparable position within their pay range provided they are qualified, competent and willing to take the position as per the requirements of the position.

e) If, following the process set out above, a mutually agreeable accommodation in a vacancy or a term position is not achieved, then the procedure for layoff set out in this Article shall apply.

f) The above are not intended to preclude the exploration of other options. Further, the exploration of options in no way diminishes the employee's rights as outlined in this Article.

2503 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.

2504 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

2505 An employee whose position is being deleted in accordance with Article 2503, or who is being laid off in accordance with Article 2502 will be entitled to exercise seniority rights, subject to their being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

2506 An employee who exercises their 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, they 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.

2507 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.

2508 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.

2509 Such recall shall be made by registered mail, and shall provide for two (2) weeks notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming their intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

2510 An employee recalled to work in a different department, or different classification from which they were laid off shall have the right to return to the position they held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.

2511 A "laid off" employee who declines recall for a position that is not within .2 Staff Year Equivalent of the position held at the time of lay off will not be considered to have refused a position and will maintain status on the recall list.

2512 Should an employee on recall accept a "term" position and should a regular position requiring to be filled become available, the employee will be offered the regular position in accordance with seniority and subject to the employee having the ability and qualifications and is willing and available to perform the required work.

2513 The employee on a leave of absence who is laid off or whose position is deleted shall be contacted by telephone and by registered mail. The employee will not be required to return to the position until the expiry of the employee's leave of absence.

2514 New employees shall not be hired until employees on the recall list have been considered for and/or offered an opportunity for recall.

2515 The Employer shall not contract out bargaining unit work resulting in the reduction of hours or layoff of employees.

2516 An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and for which they have competency and the qualifications to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

2517 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which are normally performed by the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so.

2518 a) In the event that a layoff is longer than thirty (30) days, vacation with pay accumulation shall be calculated at the applicable rates set out in Article 1603 (Annual Vacation), with each shift providing one tenth (1/10) of the applicable bi-weekly accumulation.

b) In the event that a layoff is longer than thirty (30) days, income protection accumulation shall be calculated at the applicable rates set out in Article 1202 (Income Protection), with each shift providing one tenth (1/10) of the applicable bi-weekly accumulation.

c) In the event that a layoff is longer than thirteen (13) weeks, seniority will be calculated according to the duration of time over which an employee is recalled. (eg: if called back for one (1) shift, it would be one (1) day of seniority; if recalled for four (4) shifts over two (2) weeks, then it would be two (2) weeks seniority)

d) Employees are to be paid for General Holidays in accordance with either eligible fulltime Article 14 (General Holidays) or part time Article 33 (Part Time Employees).

e) Participation in benefit plans is subject to the provisions of each plan;

f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the period set out in Article 2304(d). However, an employee on layoff who is recalled into a term position shall retain their right to be recalled into a regular position while working in the term position.

2519 The Employer agrees to notify the Association in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

2520 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer for special projects, the terms of which shall be negotiated with the Association.

ARTICLE 26: TECHNOLOGICAL CHANGE

2601 The Employer and the Association recognize that technological change can offer significant improvements in the quality and quantity of services to consumers.

2602 For purposes of this Agreement, technological change means a combination of all three of:

a) the introduction of equipment or material into the Employer's operations of a different nature and kind than that previously used in the Employer's operations; and

b) a change in the manner in which work is carried on that is directly related to the introduction of that equipment or material; and

c) is likely to affect the security of employment of regular employees in the bargaining unit.

2603 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the employees and consumers.

2604 Where the Employer intends to introduce technological change, the following procedure will be followed:

a) the Employer will provide the Association with 90 calendar days' notice prior to the date the change is to be effective;

b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;

c) where retraining is to be provided, it shall be provided during the employees' normal working hours where possible; and

d) at the request of either party, a Technological Change Implementation Committee will be established. The Committee will consist of two (2) worker representatives selected by the Association and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

2605 The notice mentioned in Article 2604 shall include the following:

a) The nature of the change;

b) The date on which the Employer proposes to effect the change;

c) The approximate number, classification(s) and location of employees likely to be affected by the change; and

d) The effects the change may be expected to have on the employee(s)' working conditions and terms of employment.

2606 The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of *The Labour Relations Act* do not apply during the term of this Agreement.

ARTICLE 27: NOTICE OF TERMINATION

2701 Except under extenuating circumstances, employees shall give two (2) weeks notice of termination.

2702 Employment may be terminated with less notice or without notice:

a) by mutual agreement between the Employer and the employee;

b) during the employee's probationary period; or

c) where an employee is discharged for just cause.

ARTICLE 28: DISCIPLINE AND DISCHARGE

2801 An employee shall have the right to reasonable access to make copies of any material contained in their personnel file without charge.

2802 No employee shall be disciplined or discharged without just cause.

2803 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless they are a danger to themselves or others, and to

be represented at such a meeting by an Association Representative, unless they refuses such representation.

2804 An employee shall be notified in writing of the reasons for their discipline or dismissal. A copy shall be forwarded to the Association Representative unless the employee elects otherwise.

2805 Employees shall be shown any adverse report concerning their performance or conduct, and their comments or reply shall also be recorded in their personnel file. Upon request, they shall be given copies of such documents. If they regard the report to be inaccurate, they may also initiate a grievance requesting its correction or removal from their file.

2806 Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's file.

2807 An employee who considers themself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 20 (Grievance Procedure).

2808 The Employer shall maintain only one (1) personnel file, containing all records relating to the employee's employment. An employee may examine their personnel file upon request, and upon reasonable notice to the Employer, with supervision designated by the Employer or by mutual agreement. Upon request, an employee shall be given a copy of any document placed in their personnel file.

2809 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

ARTICLE 29: PERFORMANCE APPRAISALS

2901 When performance appraisals are conducted, the following guidelines shall apply:

a) performance appraisals shall be in writing and the contents shall be discussed with the employee;

b) the employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents;

c) the employee shall have the right to add comments to be attached thereto;

d) the employee shall be given a copy of the performance appraisal.

e) Performance appraisals shall only be conducted by out of scope management.

2902 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, they may also initiate a grievance requesting its correction or removal from their file.

ARTICLE 30: PROBATIONARY EMPLOYEES

3001 Probationary Employee - is one who was hired at a level of .6 Staff Year Equivalent or more and who has not completed three (3) months of continuous employment; or is one who was hired at a level of .5 Staff Year Equivalent or less, and who has not completed six (6) months of continuous employment. Until such time as an employee has completed their probationary period, they may be subject to discharge without recourse to the grievance procedure. In the event that an employee is to be discharged during the probationary period, written notice shall be served to the employee and the Association. The probationary period of any given employee may be extended after consultation with the Association.

3002 In the event that the Employer terminates the employment of a probationary employee, the employee may grieve the termination at Step 2 of the grievance procedure within ten (10) days from the date that employment was terminated. The C.O.O. or designate shall hold a meeting to discuss the grievance with the employee and an Association Representative. The decision of the C.O.O. or designate at this stage shall be final and binding and shall not be referred to arbitration.

ARTICLE 31: CASUAL EMPLOYEES

3101 Casual Employees - means an employee who is called in to work occasionally or on an unscheduled day-to-day basis to replace or supplement regular staff. The terms of this Agreement shall not apply to the casual employee except as provided for below.

3102 Casual employees shall receive vacation pay calculated at the rate of four percent (4%) of hours worked in any given bi-weekly pay period or six percent (6%), as applicable under *The Employment Standards Code.*

3103 Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned. Casual employees who do not work for a period of twelve (12) months shall be considered to have had their service broken. Any subsequent hours worked shall be accumulated as a new hire.

3104 Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1 ½ x) their basic rate of pay.

3105 Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8 (Overtime).

3106 Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article (Article 7 - Hours of Work and Shift Schedules) respecting meal periods and rest periods shall apply to casual employees.

3107 The Employer agrees to deduct Association dues from casual employees in accordance with Article 19(Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct to submit dues for that bi-weekly pay period.

3108 A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at their basic rate of pay.

3109 Article 20 (Grievance Procedure) and 21 (Arbitration Procedure), contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.

3110 Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting 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.

3111 Casual employees shall receive increments on the basis of one (1) increment upon completion of the full time equivalent hours. Such increments shall be applied on the first day of the first bi-weekly pay period following completion of the full time equivalent hours

ARTICLE 32: TERM EMPLOYEES

3201 Term employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. Such employee is covered by all the terms of the Collective Agreement except as modified herein.

3202 A term employee shall not be engaged for a period greater than twelve (12) months, unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim.) In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months).

3203 For situations related to WCB and/or illness and/or accident, and/or Maternity/Parental Leave, or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to her position, subject to a minimum of twenty-four (24) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

3204 A term employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which they were engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which they were engaged, the term employee shall be entitled to exercise their seniority rights when applying for vacant positions for which they are qualified.

3205 A term employee hired to temporarily replace a full time or part time employee shall be entitled to exercise their seniority rights to obtain a vacant position for which they are qualified prior to the expiration of their term.

3206 A term employee may not be eligible for transfer during their probationary period.

3207 A term employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different or specialized area.

3208 A term employee shall have no seniority rights in matters of demotion, lay off and recall.

3209 A term employee, who applies for is awarded a posted position prior to the end of their period of temporary employment, shall have their service connected for seniority purposes.

3210 A term employee shall not be terminated and re-hired for the purpose of extending the period of term employment in the same position without prior approval of the Association. Where a term employee completed their term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.

ARTICLE 33: PART TIME EMPLOYEES

3301 Part time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, and income protection credits.

3302 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.

3303 Part time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees within the employee's normal caseload area; or, within Winnipeg if the employee normally works in Winnipeg.

3304 A part time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at her basic rate.

3305 Step Increases

a) The calculation of hours worked in this Article shall include all regular hours actually worked by an employee, and shall also include paid income protection leave, vacation with pay, general holiday with pay, and any other leave paid by the Employer.

b) An employee who is not at the maximum step of the pay scale in their classification is eligible to be moved forward one (1) step on the salary scale, if the employee has completed one thousand eight hundred and eight-five (1885) hours worked or completed two (2) years of employment, whichever arises sooner. The hours worked or years of employment for the purpose of this Article shall be calculated from the most recent event among the following:

   i) date of hire; or

   ii) date eligible for the previous step increase.

ARTICLE 34: SAFETY HEALTH AND WELFARE

3401 The Employer shall arrange for a pension plan, group life insurance plan, long-term disability plan, health and welfare benefits and dental plan for its employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan.

3402 **Benefit Plan Advisory Committee**
One (1) employee representative elected by the Association may participate in the Benefit Plan Advisory Committee in accordance with the terms of reference of that Committee. The Committee shall have full access to all pertinent information concerning the benefit plan.

3403 The Employer shall provide the Association with a copy of all employee health and welfare benefit master plan text and amendments. In addition, the Employer shall provide the Association with a copy of the annual report for all employee health and welfare benefits plans and the actuarial valuation for the pension plan when received.

3404 The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which employees must work. The parties will work together in recognizing and resolving Workplace Safety and Health issues, in accordance with *The Workplace Safety and Health Act.* The Workplace Safety and Health Committee in place for 825 Sherbrook Street shall operate with one (1) Association delegate for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards

ARTICLE 35: EMPLOYEE ASSISTANCE PROGRAM

3501 The Employer and the Association recognize that many conditions and circumstances can affect work performance, which include emotional,

behavioral, psychological, psychiatric, chemical dependency problems, as well as financial, legal or family problems. Employees with these or related problems will have access to an E.A.P. program arranged and paid for by the Employer. The Employer may change the E.A.P. service provider, subject to the requirement that the E.A.P. is substantially similar in the aggregate.

3502 The job security and/or future employment opportunities with the Employer will not be jeopardized by utilizing this service.

ARTICLE 36: TERM OF AGREEMENT

3601 This agreement shall be effective April 1, 201**4**. The effective date of the provisions of the new collective agreement shall be at the date of ratification, except as specifically stated regarding salaries and retroactive payment for the Labour Market Adjustment. The Salary scales set forth in the collective agreement shall be effective April 1, 2014, in respect of work performed by employees who remain employed in the bargaining unit as of the date of ratification. Retroactive Payments will be made to any employees that are employed within the bargaining unit as of the date of ratification, for work performed from April 1, 2014 up to and including March 31, 2016. Such retroactive payment shall be made within sixty (60) days of ratification. No retroactive payments will be made to employees that have had their employment terminated or have resigned from their employment prior to the date of ratification.

3602 This Agreement shall be in full force and effect until March 31, **2019** and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.

3603 This Agreement may be amended during its term by mutual agreement.

3604 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiration date hereof.

3605 If notice is not given under Article 3604, within thirty (30) calendar days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

3606 It is agreed that neither the Association nor the Employer shall sanction or consent to any strike or lockout during the term of this agreement.

3607 All employees shall have the right to refuse to do the work of striking or locked out employees.

Signed this 14 **day of** October, **2016.**

FOR THE EMPLOYER ***FOR THE ASSOCIATION***

MEMORANDUM OF UNDERSTANDING #1

between

SOCIETY FOR MANITOBANS WITH DISABILITIES SERVICES INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: EMPLOYMENT SECURITY

Whereas the Employer is concerned with its employees' employment security, and

Whereas the Association is concerned with its members' employment security, and

Whereas, there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. The Employer shall notify the Association, in writing, at least sixty (60) calendar days prior to implementation of a plan to reduce the number of employees covered by the provisions of this Collective Agreement by layoff.

2. In the event that circumstances arise beyond the Employer's control that require layoffs in a shorter time period. The Employer will provide as much notice as possible to the Association in such an event. The parties will make efforts to accelerate the discussions required in this Memorandum.

3. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.

4. The Employer and the Association agree to meet to consult on the process for the layoffs developed by the Employer within five (5) days after discussions in #3 above.

5. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

Signed this 14 **day of** October**, 2016.**

FOR THE EMPLOYER ***FOR THE ASSOCIATION***

MEMORANDUM OF UNDERSTANDING #2

between

SOCIETY FOR MANITOBANS WITH DISABILITIES SERVICES INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: GRIEVANCE INVESTIGATION PROCESS

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate.

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Grievance Investigation Process:

Part 1 GENERAL

1. It is understood that this process is to continue concurrent with the Collective Agreement.

2. Ms. Aurelia Last has been appointed by the parties to act as Grievance Investigator and has accepted this appointment.

3. It is recognized that Grievance Investigation is a voluntary process and either party may request that any grievance be submitted to Grievance Investigation, however both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.

4. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non binding on either party. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in Article 9 of the Collective Agreement.

5. a) It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis.

   b) An opinion expressed by the Grievance Investigator regarding any issue shall not be submitted to any future Grievance Investigation nor to any Arbitrator.

6. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to them. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to them, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to them. The Grievance Investigator is empowered to fulfil their role in any manner deemed by them to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:

   a) Investigate each grievance jointly submitted;

   b) define the issue(s) in dispute;

   c) provide an opinion as to an appropriate resolution of the dispute.

7. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide them written opinion within seven (7) days following completion of their investigation.

8. Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven (7) days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding.

9. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the Collective Agreement as circumstances warrant and as mutually agreed. The parties shall meet through Staff Representatives of the MAHCP and the Employer at the request of either of these two bodies to review the operation and utilization of the trial Grievance Investigation Process.

10. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.

11. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is

made, the time limits referenced in the grievance procedure shall be temporarily suspended until:

a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or

b) fourteen (14) days have elapsed from the date the request was made and the other party has failed to respond, or

c) fourteen (14) days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from, however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as where several grievances originating from different locations can be heard at the same hearing.

2. The parties agree not to be represented at any Grievance Investigation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Association, and four (4) Employer representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of their investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.

4. Hearings shall be held in an informal manner; however, the Investigator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.

Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

1 The Grievance Investigator shall be expected to accept the role for the entire Collective Agreement.

2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. They may serve as sole Arbitrator or Chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to them in their capacity as Grievance Investigator.

3. While it is not expected to be as detailed as an Arbitrator's Award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching their conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.

4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the cost to the Employer shall be based on a flat rate of $250 dollars per year.

5. The Grievance Investigator is empowered to consider any grievable matter put to them by the parties including a question of whether or not an issue is grievable.

6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.

7. The Grievance Investigator will be provided with any documentation which might provide assistance to them carrying out their role.

Signed this 14th **day of** October**, 2016.**

FOR THE EMPLOYER ***FOR THE ASSOCIATION***

MEMORANDUM OF UNDERSTANDING #3

between

SOCIETY FOR MANITOBANS WITH DISABILITIES SERVICES INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: SLP NORTHERN SERVICE PROVISION

1. The Employer is required to provide Speech Language Pathology services throughout Manitoba, specifically including communities North of the 53rd parallel, currently including Thompson, Flin Flon, The Pas, and surrounding communities (the "region").

2. The parties recognize that it will not always be possible or practicable to have an employee resident in the region. However, where the Employer determines that this region requires staff or additional staff to provide the services, and determines that it has budgetary ability to provide the services, the Employer will make all reasonable efforts to post vacancies and recruit employees to work in the region, whether as residents of the region, or by providing regular service to the region.

3. The Employer will continue to designate terms and conditions for bargaining unit vacancies that include a preference or requirement for an employee to provide regular service to the region. Subject to the terms and conditions of a specific vacancy posting applied for by an employee or prospective employee, no employee will be required to change their current city or town of residence to maintain their current position by reason of this Memorandum of Understanding.

4. In the event that there are insufficient employees available and experienced in the Employer's method of program delivery to provide the required service, the Employer may solicit interest from employees for assignment to the region. In the event that there are insufficient employees, then the Employer may designate the most junior employee.

5. The Employer and Association understand that some travel to the region will be required in order to provide appropriate service to the region. However, to the extent reasonably possible, and subject to program or professional requirements for service delivery, the Employer shall:

   a) endeavour to utilize available technology to assist in service delivery, to reasonably limit travel; and

   b) allocate the service delivery among a number of employees within required service areas.

6. Employees assigned to work in the region, who do not reside in the region, shall be paid a premium of ten percent (10%), based on their current hourly rate for all

hours of work performed in relation to the case load of the region. Time spent in travel status shall be subject to the premium.

Signed this 14 **day of** October **, 2016.**

FOR THE EMPLOYER ***FOR THE ASSOCIATION***

SCHEDULE "A" Salaries

Effective **April 1, 2014** – all 1885 hours **Market Adjustment PT/OT - 4.11% and SLP – 9.0% - 0% General Increase**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6		20 Year Step
Physiotherapy	31.07	31.98	32.95	33.94	34.96	36.01			36.73
Physiotherapy Lead	33.23	34.23	35.26	36.31	37.41	38.52			39.29
Occupational Therapy	31.07	31.98	32.95	33.94	34.96	36.01			36.73
Occupational Therapy Lead	33.23	34.23	35.26	36.31	37.41	38.52			39.29
Speech Language Pathologist	34.14	35.54	36.92	38.29	39.75	41.35	42.96		43.82
SLP Lead	36.53	38.03	39.50	40.97	42.53	44.25	45.97		46.88
Clinical Specialist – Intake Supervisor	37.14	38.25 1	39.40	40.58	41.80				42.63

Effective **April 1, 2015 – (0% General Increase)** all 1885 hours **all classifications**

Effective **April 1, 2016 – (1.50% increase)** all 1885 hours **all classifications**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6		20 Year Step
Physiotherapy	31.53	32.46	33.45	34.45	35.49	36.55			37.28
Physiotherapy Lead	33.73	34.76	35.79	36.86	37.98	39.10			39.88
Occupational Therapy	31.54	32.16	33.45	34.45	35.49	36.55			37.28
Occupational Therapy Lead	33.73	34.75	35.79	36.86	37.98	39.10			39.88
Speech Language Pathologist	34.66	36.08	37.48	38.87	40.35	41.97	43.61		44.48
SLP Lead	37.08	38.60	40.10	41.59	43.17	44.92	46.66		47.59
Clinical Specialist – Intake Supervisor	37.69	38.82	39.99	41.18	42.43				43.27

Effective **April 1, 2017 – (2.00% increase)** all 1885 hours **all classifications**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6		20Yr Step
Physiotherapy	32.16	33.11	34.12	35.14	36.20	37.28			38.03
Physiotherapy Lead	34.40	35.46	36.51	37.60	38.74	39.88			40.68
Occupational Therapy	32.17	32.80	34.12	35.14	36.20	37.28			38.03
Occupational Therapy Lead	34.40	35.45	36.51	37.60	38.74	39.88			40.68
Speech Language Pathologist	35.35	36.80	38.23	39.65	41.16	42.81	44.48		45.37
SLP Lead	37.82	39.37	40.90	42.42	44.03	45.82	47.59		48.55
Clinical Specialist – Intake Supervisor	38.44	39.60	40.79	42.00	43.27				44.14

Effective **April 1, 2018 – (2.00% increase)** all 1885 hours **all classifications**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6		20 Year Step
Physiotherapy	32.81	33.77	34.80	35.84	36.92	38.03			38.79
Physiotherapy Lead	35.09	36.16	37.24	38.35	39.51	40.68			41.49
Occupational Therapy	32.81	33.46	34.80	35.84	36.92	38.03			38.79
Occupational Therapy Lead	35.09	36.16	37.24	38.35	39.51	40.68			41.49
Speech Language Pathologist	36.06	37.59	38.99	40.44	41.98	43.67	45.37		46.28
SLP Lead	38.58	40.16	41.72	43.27	44.91	46.73	48.55		49.52
Clinical Specialist – Intake Supervisor	39.21	40.39	41.61	42.84	44.14				45.02

Long Service Step

Add a "Long Service Step" to each salary group of the Wage Scale equivalent to two percent (2%) above the maximum step in each salary group applicable

Effective the first day of the bi-weekly pay period following April 1, 2012, employees shall be entitled to a Long Service Step, subject to meeting all of the following criteria:

(i) the employee has twenty (20) or more years of service since last date of hire;

(ii) the employee has been at the maximum step of the employee's current classification for a minimum of twelve (12) consecutive months; and

(iii) eligibility for the Long Service Step is subject to Article 11 (Salaries)

SCHEDULE "B" – Northern Allowance

1. A "Northern Allowance" shall be paid to bargaining unit employees who live and work North of the 53rd parallel, as a bi-weekly supplement to existing wages, subject to the eligibility criteria and conditions in this Schedule. The provisions of this Schedule shall take effect on the first full bi-weekly pay period after April 1, 2008.

2. The employee shall be supporting one (1) or more dependents. A "dependent" includes the following:

   a) spouse living with and dependent on the employee for main and continuing support;

   b) unmarried child under eighteen (18) years of age;

   c) an unmarried child over eighteen (18) years of age but under twenty-one (21) years if in full time attendance at school, university, college or similar educational institution; or

   d) an unmarried child of any age with a physical or cognitive disability, and provided that such a child is dependent on the employee for main and continuing support.

3. A bi-weekly supplement is paid to applicable employees in the following two (2) categories as follows:

   a) Without dependent spouse or child:

      effective the first full bi-weekly pay period after April 1, 2008, one hundred and five dollars ($105.00) per bi-weekly pay period;

      effective April 1, 2009, one hundred and ten dollars ($110.00) per bi-weekly pay period;

   b) With dependent spouse or child:

      effective the first full bi-weekly pay period after April 1, 2008, one hundred fifty-five ($155.00) per bi-weekly pay period; and

      effective April 1, 2009, one hundred sixty five dollars($165.00) per bi-weekly pay period.

4. Effective the first full pay period after April 1, 2007, both the dependent and non-dependent supplements shall be increased by 3%.

5. For part-time employees the bi-weekly supplement shall be paid on the basis of one-tenth (1/10) of the bi-weekly amount for each day that the employee works during a bi-weekly pay period, regardless of the number of hours worked on each day.

6. The supplement in this Schedule is payable in respect of paid vacation and eligible general holidays and for periods in which an employee is receiving income protection or is on other authorized leave with pay. The supplement is not payable during periods of absence without pay. The supplement shall not be calculated as part of an employee's pay for regular pay, but shall be paid as a flat amount in addition to the rate that the employee is paid for the work actually performed. Therefore, the supplement shall not be included in the calculation of overtime payments, pension plan, group life insurance plan, income protection, vacation pay or any other employee benefits or other remuneration.

NOTES

IMPORTANT PHONE NUMBERS

Canada Pension Plan		1-800-277-9914
Community Unemployed Help Centre	942-6556	1-866-942-6556
Occupational Health Centre	949-0811	1-888-843-1229
Human Rights Commission	945-3352	1-888-884-8681
Manitoba Association of Health Care Professionals	772-0425	1-800-315-3331
Manitoba Blue Cross	775-0151	1-800-873-2583
Worker Advisor Office	945-5787	1-800-282-8069
Workers Compensation Board	954-4321	1-800-362-3340
Workplace Safety & Health	945-3446	1-800-282-8069