COLLECTIVE AGREEMENT

BETWEEN



AND

WINNIPEG REGIONAL HEALTH AUTHORITY

TERM OF AGREEMENT:

April 1, 2012 to March 31, 2017

CANADIAN UNION OF PUBLIC EMPLOYEES FACILITY AND SITE SUMMARY

SITE NAME	OCAL#
EMPLOYERS OUTSIDE ANY AUTHORITY CancerCare Manitoba Diagnostic Services of Manitoba, Inc.	1550 4214
EMPLOYERS UNDER A SERVICE AGREEMENT	
Betel Home Foundation (non-devolved facility within Interlake-Eastern Regional Hea	lth
Authority)	1912
Dinsdale Personal Care Home (non-devolved facility within Prairie Mountain Health)	3050
Menno Home for the Aged (non-devolved facility within Southern Health - Santé Sud) 2619
Rock Lake Health District (non-devolved facility within Southern Health – Santé Sud	•
includes Rock Lake Hospital, Prairie View Lodge, and Medical Clinic)	4270
St. Paul's Home (non-devolved facility within Prairie Mountain Health)	3028
Tabor Home Inc. (non-devolved facility within Southern Health – Santé Sud)	4270
EMPLOYERS WITHIN THE WINNIPEG REGIONAL HEALTH AUTHORITY (WRF Bethania Mennonite Personal Care Home Concordia Hospital Golden West Centennial Lodge Luther Home Pembina Place Mennonite Personal Care Home Rehabilitation Centre for Children Riverview Health Centre Seven Oaks General Hospital (includes Wellness Institute) St. Joseph's Residence Inc. The Middlechurch Home of Winnipeg Inc. Winnipeg Regional Health Authority (WRHA) WRHA – Grace Hospital Site WRHA – Health Sciences Centre Site WRHA – Nutrition and Food Services – Regional Distribution Facility	1629 1973 3242 1859 2874 2836-01 500 2509 4572 3644 500 1599 1550 4641
NORTHERN REGIONAL HEALTH AUTHORITY	8600

cont. on next page...

SITE NAME LOCAL #

SOUTHERN HEALTH – SANTÉ SUD

4270

Altona Community Memorial Health Centre (includes Hospital & PCH)

Bethesda Regional Health Centre (includes Hospital & PCH)

Boundary Trails Health Centre

Carman Memorial Hospital and Boyne Lodge

DeSalaberry District Health Centre (includes Hospital & PCH)

Douglas Campbell Lodge

East Borderland Clinic - Sprague

Lions Prairie Manor

Lorne Memorial Hospital

MacGregor & District Health Centre (includes Hospital and PCH)

Notre Dame Hospital, Foyer Notre Dame and Medical Clinic

Pembina Manitou Health Centre

Portage District General Hospital

Red River Valley Health District (includes Morris General Hospital, Red River Valley Lodge, Emerson Hospital/PCH & Medical Clinic)

Seven Regions Health Centre (includes Hospital and Third Crossing Manor)

Ste. Anne Hospital

St. Claude Hospital, PCH & Medical Clinic

Vita & District Health Centre (includes Hospital & PCH)

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PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this agreement, realizing that the first consideration is the welfare of the clients,

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 – SCOPE OF RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificate MLB-#____ (certificate # to be inserted once established), or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

102 Work of Bargaining Unit

Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency.

- The term "Employer" shall mean the Winnipeg Regional Health Authority.
- The term "Union" shall mean the Canadian Union of Public Employees, Local 500.

ARTICLE 2 – DURATION

- 201 (a) This Agreement shall be in full force and effect from the first day of **April 2012** until the March 31, 2017 and supersedes the Collective Agreement between the parties which was in effect on **April 1, 2008**.
 - (b) Should the parties fail to conclude a new contract prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

- (c) The Union agrees to give the Employer at least one (1) week's (7 days') written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (7 days') written notice as to the intended time and date of lockout.
- Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement.
 - Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.
- 206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3 – MANAGEMENT RIGHTS

- The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of Management, under which it shall have, without limiting the generality of the foregoing:
 - The right to maintain efficiency and quality patient care;
 - The right to direct the work of its employees;
 - The right to hire, classify, assign to positions and promote;
 - The right to determine job content and number of employees at any site;
 - The right to demote, discipline, suspend, layoff, and discharge for just cause;
 - The right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

302 Subcontracting

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility covered by the Memorandum of April 1, 1993.

303 Job Security

Where the Employer forces and forces of the private sector perform identical functions on behalf of the Employer and Employer forces have demonstrated through new or improved procedures and techniques that they can provide such service at a cost equal to or less than the private sector, the Employer would reduce the involvement of the private sector in such functions, or take such other steps as desirable in order to provide employment for surplus staff resulting from such improvement in procedures and techniques, subject to any contractual agreements governing such service being provided by the private sector.

If the Employer intends to subcontract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the facility for those employees so displaced and will guarantee to offer alternative employment with the site to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement, in accordance with Section 72(1) of the *Labour Relations Act* of Manitoba.

306 <u>Hospital Disaster and Fire Plans</u>

- (a) In any emergency or disaster declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.
 - Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.
- (b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 19.

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

ARTICLE 4 – UNION DUES SECURITY

- The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the provision that such an assessment shall normally be limited to one (1) per calendar year.
- The deductions shall be made on a biweekly basis or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer), and the amount of such deductions.
- The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 – UNION REPRESENTATION

- The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
 - (b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- When meeting with the Employer to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. The Chair of the Provincial Health Care Council shall participate as an additional representative at the Union's expense. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.
- Union representatives will be granted necessary time off with basic pay to conduct local negotiations, subject to a maximum cost to the Employer of maintaining salaries for two (2) employees so engaged.
- The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate. Where a local union has an office, and the Union has provided the mailing address to the Employer, all correspondence shall be forwarded to the local office.

ARTICLE 6 – RESPECTFUL WORKPLACE

The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

- 602 **Unless allowed under the** *Manitoba Human Rights Code*, the Parties agree that there shall be no discrimination based on:
 - Ancestry, including colour and perceived race
 - Ethnic background or origin
 - Age
 - Nationality or national origin
 - Political belief, association or activity
 - Religion or creed
 - Sex, including pregnancy
 - Marital status or family status
 - Sexual orientation
 - Gender identity
 - Physical or mental disability
 - Place of residence
 - Membership or non-membership or activity in the Union.
- The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer and the Union and the employee(s).
- The definition of harassment shall consist of the definition contained in the *Human Rights Code* and *The Workplace Safety and Health Act* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 7 – DEFINITIONS

- An employee is a person employed by the Employer and covered by this Agreement.
- Regular employment status shall be defined as:
 - (a) A "full-time" employee is one who regularly works the hours specified in Article 18.
 - (b) A "part-time" employee is one who regularly works less than full-time hours, but not less than one (1) full shift in a biweekly period.

703 (a) APPLICABLE TO ALL:

Term Positions

A "term position" shall be for a specific time period or until completion of a particular project within a specific department.

- The Employer will determine whether positions of less than three months will be posted.
- Term positions of duration of three (3) months or more shall be posted.
- Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12.

- All employees may apply for the term position.
- Additional postings shall not be required for the position of the employee who may be awarded the term position.
- Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3110.
- An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
- A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403 (a).

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term".

- Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
- The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Article 3110 and 2105 shall apply, wherever possible.

Upon completion of the term position, the employee shall return to her former position.

- In the event that the employee's former position is no longer current, an employee shall be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the site, provided she possess the qualifications and ability sufficient to perform the required work, or to accept layoff.
- An employee thus displaced shall have the same rights.

In case an employee on Maternity/Parental Leave wishes to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per 1704 B) 5., the Employer shall state on the job posting that the said term position is a "MAT LOA term" which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

(b) <u>Temporary Employees</u>

A "temporary employee" is one who is newly hired for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

- No temporary employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
- Should a temporary employee become permanent without a break in service, her service will be connected for seniority purposes.
- A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.
- Temporary employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position. A temporary employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.
- If a temporary employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position.
- A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- A "probationary" employee is a newly-hired full-time employee who has not completed four (4) months service from the date of hiring or a part-time employee who has not completed six (6) months service from the date of hiring. This period may be extended where circumstances warrant and the extension shall be effected as follows:
 - (a) the employee shall be advised in writing of the reasons for the extension, with a copy to the Union;
 - (b) the extension shall be effected within the original probationary period;
 - (c) the extension shall be for a period of no more that sixty-three (63) additional days, unless otherwise agreed to by the Union and the employee concerned;
 - (d) The time frame of continuous employment mentioned above will automatically be extended to adjust for any period of time that the employee is on unpaid leave of absence or on compensation for loss of wages paid by WCB.

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

ARTICLE 8 – BULLETIN BOARDS

Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Chief Executive Officer/Chief Operating Officer or designate before posting.

<u>ARTICLE 9 – EMPLOYEE BENEFITS</u>

- The parties agree that during the life of the Agreement, the Employer shall pay 100% of the premium costs of the following plans for eligible employees and eligible dependents:
 - HEB Manitoba (Healthcare Employee Benefit Plans) Dental Care Plan
 - Vision Care Plan

Eligibility for benefits and the definition of dependant(s) for both these plans shall be consistent with those utilized by the Employer Dental Plan. Maximum benefits payable under the Vision Care Plan shall be:

For full-time employees and dependants:

• One hundred and seventy-five dollars (\$175.00) per eligible person in a twenty-four (24) month period;

For part-time employees and dependants:

• Eighty-seven dollars and fifty cents (\$87.50) per eligible person in a twenty-four (24) month period.

902 **HEB Manitoba** Disability and Rehabilitation Plan

The **HEB Manitoba** Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. Effective April 1, 2005, the Employer will contribute to a maximum of 2.3% of base salary to fund the **HEB Manitoba** Disability and Rehabilitation Plan.

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

It is understood that the elimination period for the **HEB Manitoba** Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

The Parties agree to participate in the **HEB Manitoba Pension Plan** in accordance with its terms and conditions including established contribution rates as set out in the **HEB Manitoba Pension Plan** Trust Agreement, **HEB Manitoba** Pension Plan text and other applicable written policies and guidelines.

Employer and employee pension plan contribution rates to increase as follows:

July 1, 2005: 1.4% increase (resulting in the new rates of 6.4% up to YMPE and

8.0% for earnings in excess of YMPE).

July 1, 2006: 0.2% increase (resulting in the new rates of 6.6% up to YMPE and

8.2% for earnings in excess of YMPE).

July 1, 2007: 0.2% increase (resulting in the new rates of 6.8% up to YMPE and

8.4% for earnings in excess of YMPE).

- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of **HEB Manitoba**.
- (iii) In the event that the contributions required by the **HEB Manitoba** plan text are not sufficient to fund the necessary pension benefits, the Parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.
- All employees transitioned to the Regional Health Authorities from the Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the employee's transition to the RHA. These benefit plans currently include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semiprivate Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will be "grandparented" to those plans for the duration of their employment.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the employees who are "grandparented" to these plans. The Employers agree to notify the Union as soon as the Employer is made aware of any benefit changes.

905 Extended Health Care Plan / Health Spending Account (HSA)

The following benefit improvements will be applied through **HEB Manitoba** as specified:

1. Extended Health Care Plan:

- April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the **HEB Manitoba** "Enhanced" Extended Health Care Plan.
- Effective April 1, 2009, the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the employee.
- There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment or remain out.
- Employees currently in the "Enhanced" Plan must remain in the "Enhanced" Plan.
- New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrolment changes will be as per the **HEB Manitoba** plan text.

2. <u>Health Spending Account (HSA):</u>

- Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the **HEB Manitoba** "Enhanced" Extended Health Benefit Plan and the **HEB Manitoba** Dental Plan.
- The annual HSA benefit amounts shall be:

April 1, 2010: \$250 for full-time employees*

\$125 for part-time employees

April 1, 2011: \$500 for full-time employees*

\$250 for part-time employees

*For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- A "year" or "the annual HSA benefit" is defined as the calendar year January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the "Enhanced" Extended Health Care Plan.
- New employees hired on or after April 1, 2010, who become enrolled in the "Enhanced" Extended Health Care Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

906 Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer's and the employee's share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employee's wages are being paid by the Employer, the Employer will pay the Employer's share of the premiums on the condition the employee is paying their share.

<u>ARTICLE 10 – GRIEVANCE PROCEDURE</u>

- A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement or should any employee believe that they have been unjustly dealt with.
- An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 1003 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the

Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.

1004 Step 1/Discussion Stage

Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with her immediate supervisor who will render her decision within five (5) working days of such meeting. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.

1005 Step 2

Failing satisfaction in Discussion Stage above, the grievor may, within fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance.

1006 Step 3

Failing settlement of the grievance at Step 1, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Vice-President Community Care or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

- An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Vice-President Community Care or designate.
- 1008 If a dispute involving a question of general application, or interpretation occurs, and affects a group of employees, the Union of the employees may submit a grievance directly to the Vice-President Community Care or designate.
- 1009 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
- 1010 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- All conferences between the Union personnel and the Employer Administrative staff, referred to in the above outlined grievance procedure will be held by appointment during regular working hours without loss of time to employees.
- 1012 It is further agreed that at the request of the Grievance Committee, the Union Representative will be called in on any dispute that may be the subject of negotiations.

The Employer agrees to recognize the Grievance Committee of this Union and its representatives as the sole representatives of the employees covered by this agreement, but this will not prevent any employee from applying to be heard on her own behalf in any negotiations under this section.

ARTICLE 11 – ARBITRATION PROCEDURE

- Within forty-five (45) working days after receiving the Vice-President Community Care's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- Unless both parties agree to the selection of a sole arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 1103 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
- In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.
- The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

1108 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator, to reconvene. Within five (5) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision

1109 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (.5) the fees and expenses of the Chairperson or sole arbitrator.
- Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 12 – SENIORITY

- Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions: (At date of signing or mutually agreed to date, all part-time employees to be grandfathered as per Letter of Understanding to retain seniority from date of hire and to accrue based on hours of service thereafter).
- Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee having the necessary qualifications and a good employment record.

Seniority, as it relates to vacancy selection, shall be based upon:

- (a) seniority among applicants from the site where the vacancy occurs; failing that:
- (b) the seniority of the other applicants from other sites within the region.
- The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of:
 - (a) Paid leave of absence;
 - (b) Paid income protection;
 - Unpaid leave of absences up to four (4) weeks (in the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at commencement of leave);
 - (d) Workers' Compensation up to one (1) year in that appropriate time period.

- 1204 Seniority will terminate if an employee:
 - (a) resigns;
 - (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
 - (d) is laid off for more than twenty (20) months;
 - (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
 - (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.
- 1205 Seniority will continue to accrue if an employee:
 - (a) is on any period of paid leave of absence;
 - (b) is on any period of paid income protection;
 - (c) is on any period of paid vacation;
 - (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
 - (e) is on any period of Workers' Compensation benefits;
 - (f) is on any period of approved unpaid leave of absence for Union purposes of up to one year;
 - (g) is on an approved parental or adoption leave;
 - (h) is on any period of LTD up to thirty-six (36) months.
- 1206 Seniority will be retained but will not accrue if an employee:
 - (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
 - (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
 - (c) is laid off for less than twenty (20) months;
 - (d) is on the trial period of an out-of-scope position;
 - (e) is on any period of LTD in excess of thirty-six (36) months.
- 1207 (a) The Employer will post annually a seniority list in order of seniority, not later than March 1st of each year showing seniority as at the conclusion of the pay period immediately following December 31st, including all members of the bargaining unit. A copy of the list will be sent to the Union. The Union will have thirty (30) calendar days in which to bring any errors to the Employer's attention. Alleged errors will be investigated by the Employer and corrected if verified. In the event of issuance of a position deletion notice(s), the Employer will provide an updated seniority list.

Seniority list shall contain the following information:

- 1) Name of Employee;
- 2) Classification;
- 3) Date Entered Bargaining Unit;

- 4) Accrual of Hours of Work.
- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 1208 A temporary employee shall have seniority rights in accordance with Article 703 (b) of the agreement.
- 1209 Effective September 1, 2002, an employee, upon returning to work following an unpaid leave of absence due to **HEB Manitoba** Disability and Rehabilitation, will have her seniority credited with the appropriate number of hours she would have worked during the leave, based on her established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

<u>ARTICLE 13 – INCOME PROTECTION</u>

1301 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under *The Workers Compensation Act*.

- Every employee shall notify or cause someone on her behalf to notify her Supervisor or designate without delay and whenever possible prior to the start of her shift if she is unable to report for any reason outlined in Article 1301. Employees attending pre-scheduled medical appointments shall provide at least twenty-four (24) hours' advance notice to their Supervisor or designate.
 - (b) An employee returning to work following an absence of one (1) week or more shall provide a minimum of forty-eight (48) hours' notice prior to returning to work.
 - Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

1303 Annual Paid Sick Leave

(a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum. Temporary, regular part-time, and probationary

employees will be credited with or entitled to sick pay credits on the basis of one and one-quarter (1.25) days per month worked, but will, however, only be eligible for sick pay after working appropriate probationary period, but at that time will be entitled to one and one-quarter (1.25) days per month worked from the date of their commencement of employment.

(b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1308 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one day to read three-quarters (.75) of a day and amend one-quarter (.25) of a day to read one-half (.5) of a day.

1304 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for her future benefit.

1305 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions for absences on account of illness will be made for periods of two (2) hours or less, to a maximum of six (6) such absences per calendar year.

An employee who has had accumulated sick credits and subsequently used all her credits will be entitled to the benefits of this article regarding absence for two (2) hours or less to the maximum noted above.

1306 Proof of Illness

Management may require an employee, on returning to work, to produce a certificate from a medical practitioner certifying that she was unable to carry out her duties due to illness. Such certification may be subject to review by the Employer medical practitioner.

In addition, employees absent due to extended illness may be required to produce a medical certificate including, where possible, the estimated date of return of the employee. Employees shall not ordinarily be required to provide any additional medical certificate prior to return to work except in the following circumstances:

- 1) once every twenty (20) days where no estimated date of return can be provided;
- 2) where the absence exceeds the estimated date of return.

1307 Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that she requires the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use her sick leave credits for the period the medical practitioner states she would have been unable to carry out her duties at work.

1308 Family Illness

Subject to the provisions of 1303, an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

1309 Sick Pay at Layoff and Recall

When an employee is laid off on account of lack of work she shall not receive sick leave credits for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such layoff. In cases where an employee is off due to sickness and in receipt of sick pay, she shall be notified by the Employer, in writing to her last known address, of the fact that her seniority group has been laid off and her sick pay stopped as of the particular date. The reverse procedure will also apply. When an employee is called back to work and cannot do so due to illness, she can start using any sick leave credits she may have accrued. This provision will not apply to intermittent work of a short duration, i.e., one (1) week or less.

1310 Sick Leave without Pay

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.

1311 Use of Overtime or Compensating Time

After she has exhausted all sick leave credits, an employee, upon submitting a written request to her Manager, may use for bona fide sick leave purposes any overtime or compensating credits or vacation credits available to her.

1312 Abuse of Sick Leave

The Employer and the Union agree that suspected abuse of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.

Upon request to her immediate supervisor, the employee's sick leave record will be made available for her.

1314 MPI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- (b) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions;
 - i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 18 (exclusive of overtime), less the employee's usual deductions.
 - ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final **MPI** decision is rendered. In no case shall the total amount of the advance exceed one hundred percent (100%), of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient **MPI** payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by **MPI** directly to the employee.
- (d) In the event that **MPI** disallows the claim, including any appeal, the Employer shall debit the total amount of the advance from the employee's accumulated sick time credits.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance received and repayment(s) made to the Employer.

1315 <u>Income Protection and Workers' Compensation</u>

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If an any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

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

1316 Employees in receipt of Workers' Compensation Benefits shall receive all the benefits of this Agreement for a period of one year. After one (1) year, such employees will receive only the following benefits; pension, group insurance, dental coverage, vision care, accumulation of seniority, accumulation of service for vacation qualification, but not vacation credits, accumulation of service for long service pay qualification, but not long service payment.

<u>ARTICLE 14 – VACANCIES, PROMOTIONS AND TRANSFERS</u>

- All vacant positions which fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, hours of work and wage rate. A copy of the posting shall be given to the Union Secretary. Where such posting is issued, any employee on compensation or sick leave will be notified by the Employer of any vacancies that occur. It will be the responsibility of any employee on vacation or leave of absence to indicate to the Employer, on a special form provided, that he is interested in any specified vacancies that may occur during her absence, in which case she will be considered as an applicant for the position.
- The Union and each employee who applies for a posted vacancy during the 7-day posting period will be notified in writing of the name, and seniority of the applicant selected to fill the position within fifteen (15) working days of the date of the appointment.
- 1403 (a) All promotions and voluntary transfers are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.
 - (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
 - (c) During the trial period, shall be returned to her former position without loss of seniority:
 - i) by the Employer when she proves to be unsatisfactory in the new position, or
 - ii) voluntarily by the Employee upon providing a reasonable explanation to the Employer.

Notwithstanding Article 1401, should an employee elect to return to her former position in accordance with i) or ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202.

- (d) If the employee returns to their former position in accordance with (c) i) or ii) above, she will be placed in her former position and former employment status. If an employee had replaced her, they too will revert back to their previous position/employment status and so on.
- 1404 When an employee is promoted, her new and future salary will be determined as follows:
 - (a) The new salary will be at the rate of her new classification which provides the equivalent of one increment step in relation to the wage rate in her new

- classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
- (b) Subject to 2104, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment at the Facility.
- 1405 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.
- Employees in positions within the bargaining unit which affect the health of the incumbent shall be given preference on application for bulletined positions provided the applicant can meet the requirements as outlined in Article 1401 and it does not interfere with seniority rights of employees in the group.
- Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.
 - (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.
- After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Employer.
- 1409 Where a temporary position has been filled by an employee for a period of twelve (12) continuous months, a review shall be then undertaken by the Employer to determine the necessity of the position and whether it should be made permanent or terminated.
- Notwithstanding the other provisions of this Article, vacancies in rehabilitative employment positions will be filled in accordance with the Letter of Understanding Re: Permanent Rehabilitative Employment.

ARTICLE 15 – ANNUAL VACATION

Also refer to Article 31 – Special Provisions re. Part-time Employees.

Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar

days equals one (1) week of vacation. The employee shall have the right to indicate which day of the week her/his vacation begins.

The vacation year shall be from the 1st day of May in the one year to the 30th day of April the next year.

Employees will generally not be requested to work during a period of vacation. For those employees occupying more than one position refer to Article 3206.

- 1502 If the number of months worked by an employee in the year prior to a vacation period is less than twelve (12) months, the vacation to which she is entitled in that vacation period shall be reduced proportionately to the number of months worked, calculated to the nearest half day.
- 1503 All employees shall earn annual vacation at the rate of:
 - three (3) weeks per year commencing in 1st year of employment;
 - four (4) weeks per year commencing in the calendar year of the 4th anniversary of service;
 - five (5) weeks per year commencing in the calendar year of the 11th anniversary of service:
 - six (6) weeks per year commencing in the calendar year of the 21st anniversary of service.
- 1504 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:
 - three (3) weeks per year -6% of basic pay
 - four (4) weeks per year 8% of basic pay
 - five (5) weeks per year -10% of basic pay
 - six (6) weeks per year 12% of basic pay
- 1505 The Employer will post a projected vacation entitlement list not later than March 1st each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

1506 The Employer will post an approved vacation schedule by May 1st of any year taking into consideration the requests received from employees when submitted prior to March 31st. In the event that a conflict of vacation requests occurs, and the conflict cannot be resolved between the employees involved, bargaining unit seniority shall be the determining factor in vacation preference.

- 1507 The vacation pay of any employee who has been engaged on higher rated work in a vacation year, shall be prorated on the basis of completed months of service in the higher rated work and her regular classifications, calculated to the nearest half day.
- Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year on a first come first serve basis. Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than November 1st of each year, in a prominent area(s) in each facility/worksite indicating the need for employees to request the scheduling of their remaining vacation.
- Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.
- 1511 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. Days retained for this purpose are part of the vacation entitlement set forth in Article 1503. Should an employee elect to retain vacation days, one (1) week (seven (7) calendar days) of vacation shall be reduced by the number of days retained.
- An employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1511.
- An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled.

A part-time employee who requests to work and who works additional hours on a non-scheduled vacation day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours on a non-scheduled vacation day, shall receive double time for all hours worked.

1514 Long Service Recognition – Vacation

Effective April 1, 2009

In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and

on each subsequent fifth (5th) (i.e., 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

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

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

ARTICLE 16 – GENERAL HOLIDAYS

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1601 (a) Paid General Holidays

The following days shall be observed and compensated in time off as general holidays:

New Year's Day (January 1st)

Jour de Louis Riel Day

Good Friday

Easter Monday

Victoria Day

Canada Day (July 1st)

August Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day (December 25th)

Boxing Day

- (b) One half (.5) day shall be granted on the employee's last normal working day immediately preceding Christmas Day. This holiday shall be granted as provided to those employees required to work, payment shall be made at the regular rate of pay, and another half (.5) day compensating time off shall be granted at a time mutually convenient to the employee and management.
- Day Workers required to work on a general holiday will be paid at two time basic rate of pay and in addition will receive a compensating day off at straight time.
 - (b) One week of such compensating time for working general holidays shall be made continuous with the regular holidays if the manager can make the necessary arrangements. In addition, a second week of compensating time off shall be granted at a time mutually convenient to the employee and manager.
 - (c) Any accumulation of bank time exceeding ten (10) days must be granted at a time mutually convenient to the employee and manager within two months of such day(s) being accumulated. Any compensating time off not taken off prior to the above mentioned two (2) month period shall be paid for within the following two paid periods.

- (d) Any compensating time not taken off or arranged to be taken off up to April 30th prior to February 1st shall be paid for by March 31st.
- (e) All employees' requests for time off shall be submitted in writing for consideration. If a request for time off is refused, the reason for refusal will be given if requested.
- (f) The general holidays not taken in conjunction with annual vacation should be scheduled, when possible to provide an extra day in conjunction with a Saturday or Sunday off.
- 1603 If a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- 1604 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.
- 1605 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 1606 Compensation for Holidays Falling on Saturday or Sunday

If any of the above holidays should fall on a Saturday or Sunday, in the case of those employees who would not normally work that Saturday and/or Sunday, or who do not regularly work on general holidays, the holidays shall be observed on the first following working day or as mutually agreed between the Employer and the Union.

ARTICLE 17 – LEAVE OF ABSENCE

Also refer to Article 31 – Special Provisions re. Part-time Employees.

- An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- An employee who is granted a leave of absence for twenty-six (26) weeks or less, will be returned to her former position upon her return at her former increment step.

- (b) An employee who is granted leave of absence between twenty-six (26) and fifty-two (52) weeks will be returned to her former classification at her former increment step.
- (c) An employee who is granted a leave of absence for a period of over fifty-two (52) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification.

1703 Parenting Leave

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

1704 Parental Leave – Maternity

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave "Plan A" or Maternity Leave "Plan B" but not both.

A) Plan A

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

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) 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.

- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.
 - A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two weeks. Such days that may be utilized for this purpose will be as set out in 1303 (b).
- (e) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

B) Plan B

- 1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave:
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the **Human Resources** and Skills Development Canada (HRSDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- 2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, her Parental Leave, unless this date is modified by the Employer; and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- 3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1704 B) 1. (c);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1704 B) 1. (c);
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 17.04, shall be on a leave without pay basis.
- 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
- 6. Plan B does not apply to temporary employees.
- 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- 8. During the period of Maternity Leave, the Employer will continue to pay its portion of pension, group life insurance, dental and vision care contributions based on the regular salary and regular contribution rates and provided the employee pays their regular contributions.

- 1705 Sections 52 through 57.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply.
- 1706 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

1707 Parental Leave

- (a) The Employer will grant a Leave of Absence not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) months of service with the Employer for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Manager for Parental Leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit their application for Parental Leave at the same time as their application for Maternity Leave.
- (b) Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before commencement of the Parental Leave.
- (c) Parental Leave shall be considered Leave of Absence without pay.
- (d) Sick Leave credits will not accrue for any period of time the employee is absent on Parental Leave.
- (e) The employee returning to work after Parental Leave shall provide the Employer with at least four (4) weeks' notice in writing prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks Parental Leave, in which case at least twelve (12) weeks' notice in writing shall be required.
- (f) On return from Parental Leave, the employee will be placed in a comparable position at not less than the same wages as their position prior to commencement of Parental Leave and without loss of seniority which had accumulated at the date of their departure.

(g) An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Department.

1708 Parental Leave – Paternity

An employee shall receive Parental Leave of fifty-two (52) weeks, subject to the following conditions:

- (a) He become the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed twelve (12) months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

1709 Parental Leave – Adoption

An employee shall receive Parental Leave without pay of up to fifty-two (52) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed twelve (12) months employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1710 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law,

grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

1711 Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend either a funeral or initial memorial service as a mourner.

1712 Probationary employees shall be entitled to unpaid Bereavement Leave for a duration stipulated in Article 1710.

1713 Union Leave

With at least two (2) weeks (where reasonably possible) prior written notice to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence with pay, provided that unless otherwise mutually agreed, not more than two (2) employees may be absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs. The Union will provide the Employer with written confirmation of dates requested.

- 1714 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.
- 1715 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.
- An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.
- 1717 Employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one year and shall be automatically renewed on expiry for a like period from time to time unless either party signifies intention in writing of its desire to terminate said leave of absence in which case six (6) months prior notice shall be given and the employee concerned may return to her position with the Employer on termination of authorized leave.

- The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during her term of office.
- An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.
- Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

1721 <u>Compassionate Care Leave</u>

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

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
 - 1) a spouse or common-law partner of the employee;
 - a child of the employee or a child of the employee's spouse or commonlaw partner;
 - a parent of the employee or a spouse or common-law partner of the parent;
 - 4) or any other person described as family in the applicable regulations of *The Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) and 1205 (d). (unpaid leaves)
- (h) Subject to the provisions of 1303 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1710, 1712 and 3108.

ARTICLE 18 – HOURS OF WORK

Also refer to Article 31 – Special Provisions re. Part-time Employees.

The regular hours of work for employees shall be 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive. The regular daily hours of work for any employee shall be seven and one-quarter (7.25) hours performed consecutively except for the lunch period and coffee breaks. This Article may be modified by a Letter of Understanding subject to agreement by the Union.

ARTICLE 19 – OVERTIME

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1901 Overtime shall be time worked in excess of the daily and biweekly hours of work as specified in Article 18, such time to have been authorized in such manner and by such person as may be authorized by the Employer.

- Employees shall receive one and one half (1.5) times their basic rate of pay for the first two (2) hours of authorized overtime in any one day.
 - (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first two (2) hours in any one (1) day.
 - (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary.
 - (d) All overtime worked on a General Holiday shall be paid at three (3) times the employee's basic rate of pay.
 - (e) Employees will be compensated at the rate of double time for all work between midnight and 8:00 a.m.
 - (f) Employees required to work overtime immediately prior to, and continuous with their next regular starting time will be compensated at the rate of double time for the overtime so worked.
 - (g) Employees working two (2) consecutive full shifts as provided in 1801 will be paid at double time for the second shift.
- By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31st of any year or paid out.
- An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- Overtime shall be divided as equally as reasonable possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work.
- 1906 For employees who are not notified to return to work until after going home, the rate of compensation shall be time and one-half (1.5); however, the minimum compensation will be three (3) hours. Thus, if an employee works one (1) hour on the time and one-half (1.5) schedule, three (3) hours compensation will be given instead of one and one-half (1.5) hours.

For employees who are notified to return to work before going home, the rate of compensation shall be time and one-half, providing the break period does not exceed two (2) hours, otherwise the minimum of three (3) hours compensation shall apply. The three (3) hour provision shall not apply to employees who are notified prior to going home to report for work immediately prior to their normal starting time.

- An employee required to work overtime for a period in excess of two (2) hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of eight dollars (\$8.00) will be made in lieu.
- 1908 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 1909 (i) An employee who is required to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
 - (ii) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

<u>ARTICLE 20 – SHIFT PREMIUM</u>

Not applicable.

ARTICLE 21 – SALARIES AND INCREMENTS

Also refer to Article 31 – Special Provisions re. Part-time Employees.

- Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 2102 (a) Employees shall be paid every two weeks;
 - (b) If an employee covered by this agreement has not received wages in any one (1) pay period resulting in a shortfall of wages of at least the equivalent of one (1) normal day's pay, such pay will be provided within three (3) business days, upon request from the employee;
 - (c) All payments issued by the Employer as wages to hourly and monthly employees shall be accompanied by an itemized statement of deductions showing the gross and net amounts.
- Increments shall be due on the anniversary date of the employee's date of employment. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2104 Temporary Assignment of Duty

In the event an employee is temporarily assigned to another position, the majority of the duties and responsibilities of which justify and are compatible with that of a higher rated position, she shall receive the minimum rate paid for the higher position immediately.

When a permanent appointment to a position directly follows and is in continuation of an unbroken period of temporary appointment to that position, an employee shall be paid a salary based upon the authorized annual increments as computed from the date of the temporary appointment. When an employee has served as provided in a higher rated position having a minimum maximum salary range for an accumulated period in excess of one year, she shall be paid the appropriate increment above the minimum rate for any additional service in that higher position.

An employee taking over a lower paid position will continue to receive her former rate of pay unless the change is due to insufficiency of work or inefficiency.

The rates of pay for various classifications for the duration of this Agreement shall be as set out in the attached salary schedule, except such changes as authorized by the Employer from time to time in the case of individual employees or groups of employees resulting from negotiations between the Employer and the Union.

The rate of pay for temporary, regular part-time and probationary employees shall not be less than the equivalent of the minimum of the same classification for permanent employees.

Where minimum and maximum salary ranges exist, employees may progress from minimum to maximum salary by annual increments based on the wage schedule attached. Such increments shall be awarded on the basis of merit resulting from satisfactory work performed by the employee during the previous year and upon approval of the Manager concerned.

For this purpose, each employee shall be rated on her job performance at least every two (2) years. Ratings received by employees shall also be the basis of determining their eligibility for promotion, along with job or aptitude tests, etc., where applicable.

In the event of unsatisfactory general rating, the Manager, or her designate, shall discuss the matter with the employee concerned with a view to improving the employee's job performance. Where any significant factor in the rating is below average, or if there has been any change in rating, the matter will also be discussed by the Manager, or her designate, with the employee. Every employee shall have the right to see his or her rating form on making such request to her Manager.

Temporary employees whose service is interrupted due to layoff and subsequent recall, and regular part-time employees shall be eligible for increments, as set forth above, upon completion of an accumulation of the equivalent of two hundred and fifty-two (252) days

worked, and each accumulation of the equivalent of two hundred and fifty-two (252) days worked thereafter.

- Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that she/he furnishes proof of enrolment and satisfactory progress towards the completion of the course.
- When an employee reports to work, **or is called**, and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.
 - (b) When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.

ARTICLE 22 – RETIREMENT BONUS

- 2201 Employees retiring in accordance with the following:
 - i) retire at age sixty-five (65) years; or
 - ii) retire after age sixty-five (65) years; or
 - have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
 - iv) employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of service equal eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment calculated in accordance with 2202.

Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

Total Seniority on

Date of Retirement x 4 days

Full-time Hours

- Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.
 - i) For employees retiring under the Civil Service Superannuation plan, in accordance with the provisions of the plan, payment shall be made in a lump sum and the retirement date shall be the last day worked.

Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.

ARTICLE 23 – LAYOFF AND RECALL

- A layoff shall be any reduction in the workforce or any permanent reduction of an employee's normal hours of work due to lack of work.
- In the event of a layoff, employees other than probationary or temporary employees shall receive notice or pay in lieu of such notice as follows:
 - (a) two (2) weeks' notice for layoff up to eight (8) weeks;
 - (b) four (4) weeks' notice for layoff of more than eight (8) weeks.
- When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- 2304 If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise her Facility-wide seniority to bump into any classification within the scope of this agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one percent (1%) of the maximum of the salary range for the position currently held by the employee.

Should the employee bump into a position with a salary range considered to be the same, she/he will be paid at the same increment level that she/he currently holds.

Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.

No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:

- (a) at the expiry of the term position, the employee will return to the recall list;
- (b) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.
- Laid off employees shall be recalled in seniority order to vacancies in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

To be eligible for recall, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.

- A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.
- The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:
 - (a) if the person did not communicate with the Employer as specified in 2309; and
 - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
 - (c) a twenty (20) month period has elapsed since the initial date of layoff.
- 2310 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification than she held prior to layoff, shall not terminate for failure to report for duty in that instance.
- Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

- Reduction in the regular working hours of any group of employees shall not be put into effect until the temporary employees in that group have been laid off.
- Temporary employees may be laid off due to insufficiency of work at any time without previous notice. As much prior notice as possible will be given before any layoff.

ARTICLE 24 – TRANSPORTATION ALLOWANCE

2401 Employee Transportation Options

The employee transportation clause is to provide employee transportation in the most effective manner, taking into account practicability and economy including consideration of the cost of transportation and the cost of the employees' time. The transportation options shall include the following:

- (a) public transit and taxi;
- (b) vehicle provided by the employee.

The Employer shall determine the appropriate type of employee transportation in accordance with the policy statement and guidelines herein.

(a) <u>Transit or Taxi</u>

Transit or taxi may be assigned as the mode of transportation where it is practical under the circumstances. Reimbursement will be made for authorized expenses incurred by the employee for travel by transit or taxi.

(b) Employee Provided Vehicle

Effective January 1, 2009, an employee who is required to provide a vehicle for use on Authority business shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of \$3.50 per return trip for all distance travelled on such business.

- Reimbursement will be made for any authorized expense incurred by the employee for parking at locations other than the permanent workstation.
- 2403 Commuter travel between the employee's home and workstation is not business travel.

ARTICLE 25 – TERMINATION

- An employee may terminate her employment with the Employer by giving four (4) weeks written notice, exclusive of vacation.
- 2502 Employment may be terminated with lesser notice or without notice:
 - (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee;
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 2503 The Employer may give equivalent basic pay in lieu of notice.
- The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.
- 2505 The employee shall return to the Employer all equipment, keys, forms of identification and other materials that are the property of the WRHA prior to the employee's termination.

ARTICLE 26 - DISCIPLINE AND ACCESS TO PERSONNEL FILES

The Department Head, or her designate, shall be the sole judge, after such investigation as he deems sufficient, regarding the nature and kind of disciplinary action to be taken to employees who have not completed their initial six (6) month probationary period. Notwithstanding any provision contained elsewhere in the Collective Agreement such employees may be terminated at the sole discretion of Management provided that it is not done in an arbitrary or discriminatory manner.

2602 <u>Disciplinary Procedure</u>

Recognizing that it may be necessary from time to time to reprimand employees or to draw to their attention, their failure to observe certain regulations, it is agreed that the following procedure shall be followed:

- (a) Each employee shall be given a copy of her performance appraisal if requested.
- (b) A person who is warned shall upon warning be required to sign a warning slip a copy of which shall be provided to the employee if requested. Such warning slip may be grounds for a meeting between the employee and the Union representative together with Management if the employee considers that the circumstances associated with the warning was not correctly interpreted and should not have merited a warning. Such meeting should be requested in writing.

- In cases of personal misconduct, the Employer may provisionally suspend an employee pending a full investigation which will be conducted as hereinafter outlined. In all other instances, disciplinary action, including suspension or discharge of all employees except those mentioned in Article 2601 hereof, will be taken only after a full investigation which will be conducted as follows:
 - (a) The Department Head, or her designate, will cause the employee concerned and the Union to be informed of the complaint and that a hearing will be held at a time and place determined by the Employer.
 - (b) Any disciplinary action taken will be deemed to be final, subject only to the provision of Article 2505 hereof.
 - (c) The employee affected will be given the opportunity to make representation at the hearing on her own behalf either personally or with the assistance of a representative of the Union, if she so desires.
 - (d) The facilities of the Human Resources Department shall be available to either party, if so desired, at the hearing.
- The Union shall be advised in writing within a reasonable period of time of the decision, and any disciplinary action resulting from the hearing.
- In any case of disciplinary action the employee concerned or the Union on her behalf shall have the right of appeal as provided in Article 10 and Article 11 hereof.
 - In those instances where discipline is implemented by the Vice-President Community Care, then such appeal shall commence as laid out in Article 11.
- In the event of a grievance being submitted concerning the suspension of an employee, except in cases of personal misconduct, the wages of such employee shall not be withheld during the hearing of the complaint until a decision has been made by the President.
- No notice or pay in lieu of notice shall be required in case an employee is discharged for just cause.
- An employee shall have the right to have access to her file on request within seven (7) calendar days and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

<u>ARTICLE 27 – COMMITTEES</u>

2701 <u>Labour/Management Committee</u>

The Parties agree to establish a regional joint Labour/Management committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.

The Parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

2702 Workplace Safety and Health Committee

- (a) The employees shall have the right to a representative on the local Workplace Safety and Health Committee for their office.
- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba.

2703 <u>Violence in the Workplace</u>

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 28 – TECHNOLOGICAL CHANGE

A minimum of ninety (90) days before the introduction of any technological change or changes in methods of operation which affect the conditions of employment, wage rates, or workloads, the Employer shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the Employer.

Insofar as it is practical and possible, no permanent employee shall be dismissed by the Employer because of mechanization or technological change providing she has availed herself of the Employer's retraining program as soon as such a retraining program is available. An employee who is displaced will be given the opportunity to fill other vacancies related to her skills and qualifications according to her seniority in the Department. No additional employees shall be hired by the Employer on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment.

ARTICLE 29 – CHANGES IN CLASSIFICATION

- In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
- Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2903 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 2904 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 2905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2906 The Union and/or employee shall have the right to request a review of the employee's classification if she feels the duties of the job have substantially changed from those of the classification job description.
- The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 2908 If the decision given in 2907 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 10.

- 2909 The job description shall be the recognized job description until the Union is notified in accordance with Article 2901 and 2910.
- 2910 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 30 – LABORATORY COATS

The Employer shall supply laboratory coats and/or uniforms that are required to be worn in the performance of their duties and shall maintain and replace as necessary.

<u>ARTICLE 31 – SPECIAL PROVISIONS REGARDING PART-TIME EMPLOYEES</u>

3101 <u>Income Protection in Case of Illness</u>

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

Hours Paid at Regular Rate of Pay x Entitlement of a Full-time Full-time Hours Employee

Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

3103 Annual Vacations

Part-time employees shall earn vacation on a pro rata basis in accordance with this formula:

Hours Paid at Regular Rate of Pay x Entitlement of a Full-time Full-time Hours Employee

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern the amount of vacation pay for the current vacation year.

- Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. A part-time employee's accrued vacation pay shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1511.
 - (b) Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time.

3105 General Holidays

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

General Holiday pay earned in accordance with 3105 shall be considered as paid hours for the purpose of accruing seniority.

3106 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 18.

3107 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate yearly hours of work at the Facility until the maximum of the appropriate salary schedule is attained.

3108 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following internment or four (4) calendar days following the death, whichever is greater. Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

3109 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union.

Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated in accordance with Employer Policy. It is further understood that such additional

hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (b) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c) 1) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
 - 2) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
 - 3) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay in accordance with Article 3105.
 - 4) No benefits other than those referenced in 2) and 3) above shall be based on additional casual shifts.
 - 5) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 703 (a), she shall be entitled to income protection benefits and bereavement leave
- (d) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).

3111 Callback

A part-time employee required to report back to work outside her regular working hours shall be paid at the applicable rate of pay for all hours worked or a minimum of three (3) hours whichever is greater. Where an employee is called in within two (2) hours prior to the commencement of her next scheduled shift she will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

3112 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or commonlaw partner;
 - iii) a parent of the employee or a spouse or common-law partner of the parent;
 - iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) and 1205 (d). (unpaid leaves)

- (h) Subject to the provisions of 1303 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1710, 1712 and 3108.

<u>ARTICLE 32 – SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING</u> MORE THAN ONE POSITION

Not applicable.

ARTICLE 33 – SPECIAL UNDERSTANDING REGARDING CASUAL EMPLOYEES

- 3301 The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employee, except:
 - (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
 - (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 20.
 - (d) Casual employees required to work on a general holiday shall be paid at the rate specified in Article 1602.
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 1901, 1902 (a), (b) and (d).
 - (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
 - (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 4.
 - (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her basic rate of pay.

- (j) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a permanent employee in accordance with Article 1202, the position shall be awarded to the most senior casual applicant within the site subject to the employee having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
- (k) Casual employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular **pay deposit**.
- (1) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.
- (m) Articles 10 and 11 herein apply only with respect to the terms of this article.

ARTICLE 34 – TECHNICAL INFORMATION

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, wage rates.

ARTICLE 35 – LONG SERVICE PAY

- All employees covered by this Agreement shall receive service pay for each month of actual employment as hereinafter provided:
 - \$15.00 per month after completion of ten (10) years service;
 - \$22.50 per month after completion of fifteen (15) years service;
 - \$30.00 per month after completion of twenty (20) years service;
 - \$37.50 per month after completion of twenty-five (25) years service;
 - \$45.00 per month after completion of thirty (30) years service.

The service pay shall be paid annually on or before pay period #26 in the current year.

For the purpose of this Article the following shall apply:

(a) Employees leaving the service of the Employer for any reason on or before the 15th day of any month shall not be entitled to service pay for that month.

- (b) Employees commencing employment after the 15th day of any month shall not be entitled to service pay for that month.
- (c) In order to determine the length of service for temporary employees, twenty-one (21) days shall constitute one (1) month and two hundred and fifty-two (252) days shall constitute one year.
- Eligibility for long service pay will cease to apply to employees hired after the date of ratification (February 18, 2009) of this collective agreement.

<u> ARTICLE 36 – DAMAGE TO PERSONAL PROPERTY</u>

Employees will be compensated for damage to personal property while on duty. All such claims shall be individually assessed and no reasonable and legitimate claims shall be refused.

ARTICLE 37 – INSURANCE COVERAGE

The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 38 – OVERPAYMENTS

- The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
 - (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
 - (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
 - (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination

of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

WAGE INCREASES

(Except for those classifications tied to Professional/Technical sector or Trades sector.)

Effective April 1, 2012: Increase hourly rate by 0% Effective April 1, 2013: Increase hourly rate by 0% Effective April 1, 2014: Increase hourly rate by 2.50% Effective April 1, 2015: Increase hourly rate by 2.50% Effective April 1, 2016: Increase hourly rate by 2.00%

LONG SERVICE STEP

- 1. Effective October 1, 2014, (October 1, 2012, for all nursing/professional-technical classifications as per existing LOUs) a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
- 2. Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in #1 above.

Note: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time, or term).

This Agreement signed this day of _	April , 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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IN WITNESS WHEREOF the parties hereto have executed these presents duly attested by their proper officers respectively on their behalf.

LETTER OF UNDERSTANDING 15-01

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: LOCAL ISSUES

MK:cbc/cope 491 16-Mar-16

LETTER OF UNDERSTANDING 15-02

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: GENERAL WAGE STANDARDIZATION FUND

The parties recognize the importance of wage standardization for classifications performing the same duties.

In order to rectify identified inequities, a "General Wage Standardization Fund" will be provided and allocated as follows:

Phase I

- May 1, 2003 = \$2,590,000 (includes 0.60% standardization increase for all compounded)
- May 1, 2004 = \$1,230,000
- May 1, 2005 = \$1,230,000

Phase II

- April 1, 2006 = \$5,840,000 (total amount for utilization on a sectoral basis)*
 April 1, 2007 = \$5,840,000 (total amount for utilization on a sectoral basis)*
 March 31, 2008 = \$3,000,000 (total amount for utilization on a sectoral basis)
 March 31, 2009 = \$3,000,000 (total amount for utilization on a sectoral basis)
- *Note: Standardization Funds identified in the previous collective agreement are included in sectoral value.

PRINCIPLES:

i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

% of total differential between existing salary rate and target salary rate to apply =

- May 1, 2003 = complete
- May 1, 2004 = 10.08%
- May 1, 2005 = 10.08%

Phase II

Salaries are to be increased in accordance with the following:

% of remaining differential between existing salary rate and target salary rate to apply =

- April 1, 2006 = 36.87%
- April 1, 2007 = 36.87%
- March 31, 2008 = 18.94%
- March 31, 2009 = 7.32%. The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

Note: Wage Standardization adjustments to be applied prior to economic wage increases.

ii) Phase I – Method for calculation of retroactive payment:

Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:

- 1) Apply percentage referenced above to total differential.
- 2) Multiply result of one (1) above times number of eligible paid regular hours in the 12-month period.

Example: Percentage = 10.08%

Total differential = \$1.50

Eligible Paid Regular Hours = 1000

Calculation = $10.08\% \times 1.50 \times 1000 = 151.20$

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable Employer pension plan. Retired employees must apply in writing for retroactivity.

iii) a six (6) step salary scale will be established effective April 1, 2006:

Start Step 1 Step 2 Step 3 Step 4 Step 5

Exclusions: Health Care Aide – Untrained

Activity Aide - Uncertified

Trades classifications

Professional / Technical classifications

Nursing classifications 'No Match' classifications

- iv) a three percent (3%) differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);
- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:
 - (a) Placement onto newly established scale at nearest step affording an increase.
 - (b) Cannot result in placement on standard scale at a lower step than current step on scale.
 - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2103. Illustration of step placement provided in Example 2.
 - (d) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	↓	+	+	+	↓	↓
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 2

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Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 2103 of collective agreement. i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

Current Scale:	Start ↓	Step 1	Step ? ↓	2 Ste ↓	ep 3	Step 4 ↓	
New Scale:	Start	Step 1	Step	2 Ste	ep 3	Step 4	Step 5
Example 3							
Current Scale:	Start ↓	Step 1 ↓	Step 2 ↓	Step 3 ↓	Step 4 ↓	Step 5	Step 6 ∠
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	

- vi) Present Incumbent Only (PIO):
 - (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:
 - All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.
 - (b) Where an Employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.
- vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries:

Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:

- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
- (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
- (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- viii) positions identified as unique (i.e., 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with collective agreement Article 2103.
- x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

Signed this day of	, 2016.
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Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.

LETTER OF UNDERSTANDING 15-03

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: REDEPLOYMENT PRINCIPLES

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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LETTER OF UNDERSTANDING 15-04

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: REDEPLOYMENT

1. <u>Purpose:</u>

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the Unions as they become known to the above-mentioned Employer.
- 1.07 "Winnipeg Regional Health Authority Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for

and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

2. <u>Seniority:</u>

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.
- 2.03 Transfer of Seniority: The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. Trial Period:

3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. New and Vacant Positions:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) Subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or

- vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) Seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) In assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) Receiving facilities job description applies vis-à-vis qualification requirements;
- Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.
- 5. <u>Transfer of service/merger/amalgamation:</u>
- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.
- 6. Portability of benefits:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Winnipeg Regional Health Authority limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.

6.05 Benefits: An incoming employee is subject to the terms and conditions of the receiving facility benefit plans, however, normal waiting periods would be waived subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments:

- (a) If range is identical, then place step-on-step:
- (b) If the range is not identical, then placement will be a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.
- NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of the Letter of Understanding.
- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. Other Conditions:

- 7.01 Hours of service since last increment are not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.
- 8. Training:
- 8.01 The parties agree that provisions for training will be dealt with by the Joint Provincial Labour Adjustment Committee.
- 9. <u>Duration of Letter of Understanding:</u>
- 9.01 The Letter of Understanding shall be in full force and effect for a 12-month period commencing date of signing. In the event that any one of the parties signatory to the Letter of Understanding wishes to terminate its participation in this Letter of Understanding, it shall give sixty (60) days written notice to the other parties.

10.	Appeal	Panel:

10.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute.
- Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned within fourteen (14) calendar days.

Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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The Letter of Understanding on Redeployment Principles represents a tentative agreement reached November 24, 1992, in a Committee representing Employers and Unions.

This Letter of Understanding is subject to ratification by employers and locals/bargaining units.

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union 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 Union.

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.

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

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1404.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1405.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the

employee is clear on all the details and provisions of the return to work and that the work
designated is within her restrictions and limitations as documented by a qualified medical
practitioner.

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16-Mar-16

Return to Work placement may occur within a 50-kilometre radius of the originating site unless a greater distance is mutually agreed between the Employer and the employee.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: DETERMINATION OF PART-TIME SENIORITY

For the purpose of creating an initial seniority list based on total accumulated regular paid hours, the following will apply:

- 1) As at a mutually agreed date, all current part-time employees will be grandfathered to retain seniority based on full-time equivalency from start date of unbroken service in a regular position within the bargaining unit.
- The new seniority list, once created, shall be submitted to the Union and shall be posted for a period of thirty (30) calendar days. An employee and/or the Union, during this thirty (30) calendar days, may present proof of error to the Winnipeg Regional Health Authority. Alleged errors will be investigated by the Winnipeg Regional Health Authority and corrected if verified. Unless otherwise mutually agreed, this shall be the official seniority list until the subsequent list is provided in accordance with Article 1207.

Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ARTICLE 23 – LAYOFF AND RECALL

The parties to the collective agreement agree that the following provisions regarding salary protection on recall apply only to employees on staff and employed in classifications within this bargaining unit as at the date of signing of this collective agreement.

Employees will have their rate of pay protected at the rate of their regular classification if they bump or are redeployed into a classification with a lower rate of pay.

Salary protection will take the form of present incumbent only status for a period of two (2) years, followed by red circling.

<u>Present incumbent only</u> means that the employee's rate of pay shall be fixed at his/her current step in his/her former salary range, and he/she shall receive full negotiated salary increases/ decreases applied to that step in that salary range.

Red circling means an individual's rate of pay remains at the current increment level and that individual will receive fifty percent (50%) of the economic increases until such time as the salary paid falls within the salary rage of the new position. However, it is understood that in the event of any salary decrease the full amount of that decrease will be applied to the salary paid.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ARTICLE 28 – TECHNOLOGICAL CHANGE

The parties to the collective agreement agree that the following provisions regarding salary protection on retraining apply only to employees on staff and employed in classifications within this bargaining unit as at the date of signing of this collective agreement.

An employee who has availed herself of the Winnipeg Regional Health Authority retraining program shall receive her former salary on a red-circled basis for a minimum of fifty-two (52) pay periods.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ARTICLE 102 - WORK OF THE BARGAINING UNIT

The parties to the collective agreement acknowledge that the WRHA has office sites where administrative and clerical support is provided by individuals from two different bargaining units.

The parties further acknowledge that from time to time these staff are required to provide support in the form of relief services to each other.

The parties agree to meet at the call of either party to discuss these situations with a view to ensuring that the integrity of the bargaining unit is maintained while the work in a particular office is performed in a timely and efficient manner.

For the purposes of applying Article 102, these relief service situations shall not be deemed to be in contravention of this Article.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: JOB SECURITY

In the event of a layoff of an employee(s) within this bargaining unit, the Employer affirms that best efforts will be undertaken to consider the individual(s) for alternate employment opportunities within the Winnipeg Regional Health Authority.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: WINNIPEG REGIONAL HEALTH AUTHORITY

WHEREAS the Winnipeg Regional Health Authority may in the future provide services to the Employers as part of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

AND WHEREAS the Employer and the Union desire to assist employees who may be directly impacted by such initiatives;

IT IS THEREFORE AGREED THAT:

- (i) The Employer will provide pertinent information to the Union in a timely manner as it becomes available;
- (ii) The Employer and the Union will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to, redeployment issues.

Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: EXPANDED STAFF MOBILITY

It is agreed that it is in the best interest of the parties to expand the scope of the current Staff Mobility Agreement, in order to facilitate the movement of staff within and across the acute, long term and community health care sectors as required to address systemic needs.

To that end, the parties agree to participate in a multi-union, multi-employer committee to discuss work toward the development of a framework that will achieve this desired result.

Signed this 7th day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: REPRESENTATIONAL ABORIGINAL WORKFORCE

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

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

(e) The Union assumes no responsibility for	costs associated with the initiative.
Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: MAINTENANCE OF WAGE STANDARDIZATION

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

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

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

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

Signed this 14h day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI) REBATE, TRAINING AND EDUCATION FUND

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the PHCC to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

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

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

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

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

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

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration
of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this 1th day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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MK:cbc/cope 491 16-Mar-16

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the 2012 to 2017 Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: WAGE ADJUSTMENT - TRADES COMPONENT CLASSIFICATIONS

For the continued maintenance of wage standardization, and to ensure the salary scales of Trades classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by OEM, application of current and future wage adjustment will be as follows:

- 1. Effective April 1, 2008, and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the OEM central table collective agreement.
- 2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.
- 3. Affected classifications:

Standardization	Classification Title	OEM Comparable Classification
Group Number		-
12A	Operating Engineer	Engineer 3 rd Class
12E	Electrician	Electrician
12F	Plumber	Plumber
12G	Painter	Painter
12G	Painter – PIO	Painter
12H	Carpenter	Carpenter
12H	Carpenter – PIO	Carpenter
22B	Electronics Technologist	Dialysis Electronic Technologist
	Mechanic	Industrial Mechanic

Signed this 7th day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY Multon Sus	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CLASSIFICATION REVIEW

The following classifications will be reviewed as per the Current Classification/Evaluation provisions, including Maintenance of Wage Standardization Committee:

- "Health Information Management Professional" Group
- Unit Clerk/Health Care Aide (HCA)
- Tenant Companion

16-Mar-16

Any Reclassification (increase) which may apply will take effect April 1, 2015.

Signed this 1th day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: HOURS OF WORK, DEBRA LEESON

The parties to the collective agreement agree that daily hours for Debra Leeson, Accounts Receivable Clerk, Level 2, will be eight (8) hours per day, three (3) days per week.

Overtime shall be in time worked in excess of eight (8) hours per day and/or biweekly hours of work in excess of those specified in Article 18.

Signed this 7th day of April	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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MEMORANDUM OF AGREEMENT

AGREEMENT FOR THE INTEGRATION OF THE WRHA ACCOUNTS PAYABLE CLERKS AND ACCOUNTS RECEIVABLE CLERKS INTO THE WRHA CUPE (LOCAL 500) COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES' ("CUPE")

and

WINNIPEG REGIONAL HEALTH AUTHORITY ("WRHA")

WHEREAS CUPE and WRHA have agreed that staff working in the WRHA as Accounts Payable Clerks and Accounts Receivable Clerks form part of the bargaining unit known as CUPE Local 500,

AND WHEREAS a Collective Agreement exists that outlines the terms and conditions of employment for staff working in the WRHA and are members of CUPE Local 500 (the "Collective Agreement"),

AND WHEREAS CUPE and WRHA have agreed upon certain terms and provisions of employment that will apply to staff in the Accounts Payable Clerk and Accounts Receivable Clerk positions when they become part of CUPE Local 500 that differ from the terms and conditions of the Collective Agreement,

AND WHEREAS the intent of Memorandum of Agreement is to define those terms and conditions of employment that will apply to the Accounts Payable Clerk and Accounts Receivable Clerk positions when they form part of CUPE Local 500.

THEREFORE the parties agree as follows:

- 1. <u>Hours of Work</u> Staff working as Accounts Payable Clerks and Accounts Receivable Clerks shall continue to work seven and a half (7.5) hour days.
- 2. <u>Income Protection (Sick Leave)</u> Current Income Protection (sick leave) credits will be recognized by the WRHA and will accrue according to the terms and conditions of the Collective Agreement.

- 3. <u>Seniority</u> All regular hours worked since commencing employment with the WRHA shall be recognized. Effective the date of implementation of this Memorandum of Agreement future seniority accumulation shall be in accordance with the Collective Agreement.
- 4. <u>Vacation</u> Current vacation banks/entitlements will be recognized by the WRHA and will accrue at the greater of the following rates: current individual accrual rate prior to the signing of this Memorandum until such time as the accrual rates as outlined in the Collective Agreement are greater; or the accrual rates as outlined in the Collective Agreement.
- 5. <u>Pre-Retirement Leave</u> Length of employment applicable to the calculation of preretirement leave will continue to be recognized by the WRHA.
- 6. <u>Anniversary date</u> An employee's current anniversary date for increment purposes shall continue to be recognized by the WRHA.
- 7. <u>Classification and Salary Slotting</u> New hourly rates of pay and steps on scale will be recognized by the WRHA. WRHA Accounts Payable Clerks will move to the new Accounts Payable Clerk Level 1 scale. WRHA Accounts Receivable Clerks will move to the new Accounts Payable Clerk Level 2 scale. Placement on scale will be established by aligning to the first step that does not represent a decrease on the new salary scale. If top of new scale is less than current salary, incumbent will be red-circled for a period of one year.

The following scales shall be used for the life of the current Collective Agreement:

As of April	1, 2011					
Accounts P	Payable Clerl	k Level 1				
Hourly	17.403	17.925	18.462	19.016	19.587	20.174
Monthly	2,827.93	2,912.77	3,000.15	3,090.15	3,182.86	3,278.34
Annual	33,935.13	34,953.18	36,001.78	37,081.83	38,194.29	39,340.11
Accounts P	ayable Clerl	k Level 2				
Hourly	18.063	18.605	19.164	19.738	20.331	20.940
Monthly	2,935.31	3,023.37	3,114.07	3,207.49	3,303.72	3,402.83
Annual	35,223.72	36,280.43	37,368.85	38,489.91	39,644.61	40,833.95

This Memorandum of Agreement shall be effect	tive with the pay period beginning July 8, 2011.
Signed this day of	, 2016.
FOR WINNIPEG REGIONAL HEALTH AUTHORITY	FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
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26-Nov-11

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012

General Increase 0%

Stand.	and jean jean	Emalouer Classification	Annual		O.	Cton 1	Ctop 2	Cton 2	Cton 4	Cton 5	C. A. C.	Cton 7
Group #		Limpioyei Classification	Hours		Otali	- dano	Otep 2	orep o	oteb 1	o dano	o dato	orep /
15	Patient Porter	Clerk A	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
16C	Clerk IV	Billing Clerk - Diagnostic Imaging	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		
16E	Ward Clerk	Patient Escort	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759		
				Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87		
				Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39		
16K	Medical Transciptionist	Medical Editor/Transcriptionist	1950	Hourly	17,339	17.860	18.395	18.947	19.516	20.101		
				Monthly	2,817.59	2,902.25	2,989.19	3,078.89	3,171.35	3,266.41		
				Annual	33,811.05	34,827.00	35,870.25	36,946.65	38,056.20	39,196.95		
	No Match	Clerk Typist Audiology	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Audiology Intake Assistant	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Audiology Speech Language	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
		Pathlogy Clerk		Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Clerk - Cancer Navigation	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Data Process Clerk	1950	Hourly	14.931	16.479	18.044	19.551	21.154			-
				Monthly	2,426.29	2,677.84	2,932.15	3,177.04	3,437.53			
	•			Annual	29,115.45	32,134.05	35,185.80	38,124.45	41,250.30			
	No Match	Finance Clerk, Community Sites	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000,08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		

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Stand. Group #	Occupational Group	Employer Classification	Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	No Match	Accounts Payable Clerk, Level 1	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		
	No Match	Secretary II - IP&C	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253		
				Monthly	2,838.88	2,924.03	3,011.78	3,102.13	3,195.24	3,291.11		
				Annual	34,066.50	35,088.30	36,141.30	37,225.50	38,342.85	39,493.35		
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Specific Purposes Accts Clerk	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Financial Reporting Assistant	1950	Hourly	18.412	18.958	19.521	20.105	20.705	21.319	21.964	
				Monthly	2,991.95	3,080.68	3,172.16	3,267.06	3,364.56	3,464.34	3,569.15	
				Annual	35,903.40	36,968.10	38,065.95	39,204.75	40,374.75	41,572.05	42,829.80	
	No Match	Dental Assistant - Phase II	1885	Hourly	20.774	21.324	21.916	22.480	23.115	23.768		
				Monthly	3,263.25	3,349.65	3,442.64	3,531.23	3,630.98	3,733.56		
				Annual	39,158.99	40,195.74	41,311.66	42,374.80	43,571.78	44,802.68		
	No Match	Infection Control Assistant	1950	Hourly	21.470	22.219	22.999	23.803	24.633	25.496	26.385	27.316
				Monthly	3,488.88	3,610.59	3,737.34	3,867.99	4,002.86	4,143.10	4,287.56	4,438.85
				Annual	41,866.50	43,327.05	44,848.05	46,415.85	48,034.35	49,717.20	51,450.75	53,266.20
	No Match	Clerk B	1885	Hourly	21.474	22.424	23.261	24.180	25.159			
				Monthly	3,373.21	3,522.44	3,653.92	3,798.28	3,952.06			
				Annual	40,478.49	42,269.24	43,846.99	45,579.30	47,424.72			
	No Match	Dental Hygienist - Senior	1885	Hourly	30.681	31.855	33.200	34.504	35.930	37.328	38.779	
		2		Monthly	4,819.47	5,003.89	5,215.17	5,420.00	5,644.00	5,863.61	6,091.54	
				Annual	57,833.69	60,046.68	62,582.00	65,040.04	67,728.05	70,363.28	73,098.42	

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013

General Increase 0%

Stand.	Occupational Group	Employer Classification	Annual		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Group #			Hours									
15	Patient Porter	Clerk A	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
160	Clerk IV	Billing Clerk - Diagnostic Imaging	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		
16E	Ward Clerk	Patient Escort	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759		
!				Monthly	2,861.97	2,947.78	3,036.27	3,127.28	3,221.15	3,317.87		
				Annual	34,343.66	35,373.33	36,435.23	37,527.36	38,653.75	39,814.39		
16K	Medical Transciptionist	Medical Transciptionist Medical Editor/Transcriptionist	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101		
	-			Monthly	2,817.59	2,902.25	2,989.19	3,078.89	3,171.35	3,266.41		
				Annual	33,811.05	34,827.00	35,870.25	36,946.65	38,056.20	39,196.95		
	No Match	Clerk Typist Audiology	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
		;		Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Audiology Intake Assistant	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
		;		Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Audiology Speech Language	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
		Pathlogy Clerk		Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
		;		Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Clerk - Cancer Navigation	1885	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,345.41	2,588.58	2,834.41	3,071.14	3,322.94			
				Annual	28,144.94	31,062.92	34,012.94	36,853.64	39,875.29			
	No Match	Data Process Clerk	1950	Hourly	14.931	16.479	18.044	19.551	21.154			
				Monthly	2,426.29	2,677.84	2,932.15	3,177.04	3,437.53			
				Annual	29,115.45	32,134.05	35,185.80	38,124.45	41,250.30			
	No Match	Finance Clerk, Community Sites	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		
	No Match	Accounts Payable Clerk, Level 1	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174		
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89	3,278.28		
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65	39,339.30		

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Stand. Group#	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	No Match	Secretary II - IP&C	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253		
				Monthly	2,838.88	2,924.03	3,011.78	3,102.13	3,195.24	3,291.11		
				Annual	34,066.50	35,088.30	36,141.30	37,225.50	38,342.85	39,493.35	100	
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Specific Purposes Accts Clerk	1950	Hourly	18.063	18.605	19.164	19.738	20.331	20.940		
				Monthly	2,935.24	3,023.31	3,114.15	3,207.43	3,303.79	3,402.75		
				Annual	35,222.85	36,279.75	37,369.80	38,489.10	39,645.45	40,833.00		
	No Match	Financial Reporting Assistant	1950	Hourly	18.412	18.958	19.521	20.105	20.705	21.319	21.964	
				Monthly	2,991.95	3,080.68	3,172.16	3,267.06	3,364.56	3,464.34	3,569.15	
				Annual	35,903.40	36,968.10	38,065.95	39,204.75	40,374.75	41,572.05	42,829.80	
	No Match	Dental Assistant - Phase II	1885	Hourly	20.774	21.324	21.916	22.480	23.115	23.768		
				Monthly	3,263.25	3,349.65	3,442.64	3,531.23	3,630.98	3,733.56		
				Annual	39,158.99	40,195.74	41,311.66	42,374.80	43,571.78	44,802.68		
	No Match	Infection Control Assistant	1950	Hourly	21.470	22.219	22.999	23.803	24.633	25.496	26.385	27.316
				Monthly	3,488.88	3,610.59	3,737.34	3,867.99	4,002.86	4,143.10	4,287.56	4,438.85
				Annual	41,866.50	43,327.05	44,848.05	46,415.85	48,034.35	49,717.20	51,450.75	53,266.20
	No Match	Clerk B	1885	Hourly	21.474	22.424	23.261	24.180	25.159			
				Monthly	3,373.21	3,522.44	3,653.92	3,798.28	3,952.06			
				Annual	40,478.49	42,269.24	43,846.99	45,579.30	47,424.72			
	No Match	Dental Hygienist - Senior	1885	Hourly	30.681	31.855	33.200	34.504	35.930	37.328	38.779	
				Monthly	4,819.47	5,003.89	5,215.17	5,420.00	5,644.00	5,863.61	6,091.54	
				Annual	57,833.69	60,046.68	62,582.00	65,040.04	67,728.05	70,363.28	73,098.42	

SCHEDULE "A" – EFFECTIVE APRIL 1, 2014

General Increase 2.5%

	Stand.	1000	Emulación Classification	Annual		tie U	Sten 1	Sten 2	Sten 3	Step 4	Step 5	Step 6	Step 7
Clerk IV Billing Clerk - Diagnostic Imaging Clerk IV Mard Clerk Medical Transciptionist No Match No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Nawigation Clerk - Cancer Nawigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1	roup#	Occupational Gloup	Employer crassification	Hours			- 4505					-	
Clerk IV Billing Clerk - Diagnostic Imaging Ward Clerk Patient Escort No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Finance Clerk, Level 1	15	Patient Porter	Clerk A	1885	Hourly	15.304	16.891	18.495	20.040	21.683			
Clerk IV Billing Clerk - Diagnostic Imaging Ward Clerk Patient Escort Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Intake Assistant No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1	!				Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04			
Clerk IV Billing Clerk - Diagnostic Imaging Ward Clerk Patient Escort Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Intake Assistant No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Finance Clerk, Level 1					Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46			
Ward Clerk Medical Transciptionist No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1	160	Clerk IV		1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678		
Ward Clerk Patient Escort Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Data Process Clerk No Match Accounts Payable Clerk, Level 1					Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18		
Ward Clerk Patient Escort Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1					Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10		
Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Cancer Navigation No Match Data Process Clerk No Match Einance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1	16E	Ward Clerk	Patient Escort	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.253		
Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1					Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.82		
Medical Transciptionist Medical Editor/Transcriptionist No Match Clerk Typist Audiology No Match Audiology Speech Language Pathlogy Clerk No Match Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1					Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,809.80		
No Match Clerk Typist Audiology No Match Audiology Intake Assistant No Match Audiology Speech Language Pathlogy Clerk No Match Clerk - Cancer Navigation No Match Data Process Clerk No Match Finance Clerk, Community Sites No Match Accounts Payable Clerk, Level 1	16K	Medical Transciptionist	Medical Editor/Transcriptionist	1950	Hourly	17.772	18.307	18.855	19.421	20.004	20.604		
Clerk Typist Audiology Audiology Intake Assistant Audiology Speech Language Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		-			Monthly	2,887.95	2,974.89	3,063.94	3,155.91	3,250.65	3,348.15		
Clerk Typist Audiology Audiology Speech Language Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1					Annual	34,655.40	35,698.65	36,767.25	37,870.95	39,007.80	40,177.80		
Audiology Intake Assistant Audiology Speech Language Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		No Match	Clerk Typist Audiology	1885	Hourly	15.304	16.891	18.495	20.040	21.683			
Audiology Intake Assistant Audiology Speech Language Pathlogy Clerk Clerk - Cancer Nawgation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1			;		Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04			
Audiology Intake Assistant Audiology Speech Language Pathlogy Clerk Clerk - Cancer Nawgation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1					Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46			
Audiology Speech Language Pathlogy Clerk Clerk - Cancer Nawigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		No Match	Audiology Intake Assistant	1885	Hourly	15.304	16.891	18.495	20.040	21.683			
Audiology Speech Language Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1			3		Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04			
Audiology Speech Language Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1				i	Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46			
Pathlogy Clerk Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		No Match	Audiology Speech Language	1885	Hourly	15.304	16.891	18.495	20.040	21.683			
Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1			Pathlogy Clerk		Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04			
Clerk - Cancer Navigation Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1			3		Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46			
Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		No Match	Clerk - Cancer Navigation	1885	Hourly	15.304	16.891	18.495	20.040	21.683			
Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1			,		Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04			
Data Process Clerk Finance Clerk, Community Sites Accounts Payable Clerk, Level 1					Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46			
Finance Clerk, Community Sites Accounts Payable Clerk, Level 1		No Match	Data Process Clerk	1950	Hourly	15.304	16.891	18.495	20.040	21.683			
Finance Clerk, Community Sites Accounts Payable Clerk, Level 1					Monthly	2,486.90	2,744.79	3,005.44	3,256.50	3,523.49			
Finance Clerk, Community Sites Accounts Payable Clerk, Level 1					Annual	29,842.80	32,937.45	36,065.25	39,078.00	42,281.85			
Accounts Payable Clerk, Level 1		No Match	Finance Clerk, Community Sites	1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678		
Accounts Payable Clerk, Level 1					Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18		
Accounts Payable Clerk, Level 1					Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10		
		No Match		1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678		
			•		Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18		
					Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10		

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Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	No Match	Secretary II - IP&C	1950	Hourly	17.907	18.444	18.997	19.567	20.155	20.759		
				Monthly	2,909.89	2,997.15	3,087.01	3,179.64	3,275.19	3,373.34		
				Annual	34,918.65	35,965.80	37,044.15	38,155.65	39,302.25	40,480.05		
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464		
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90		
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80		
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464		
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90		
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80		
	No Match	Specific Purposes Accts Clerk	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464		
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90		
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80		
	No Match	Financial Reporting Assistant	1950	Hourly	18.872	19.432	20.009	20.608	21.223	21.852	22.513	
				Monthly	3,066.70	3,157.70	3,251.46	3,348.80	3,448.74	3,550.95	3,658.36	
				Annual	36,800.40	37,892.40	39,017.55	40,185.60	41,384.85	42,611.40	43,900.35	
	No Match	Dental Assistant - Phase II	1885	Hourly	21,293	21.857	22.464	23.042	23.693	24.362		
				Monthly	3,344.78	3,433.37	3,528.72	3,619.51	3,721.78	3,826.86		
				Annual	40,137.31	41,200.45	42,344.64	43,434.17	44,661.31	45,922.37		
	No Match	Infection Control Assistant	1950	Hourly	22.007	22.774	23.574	24.398	25.249	26.133	27.045	27.999
				Monthly	3,576.14	3,700.78	3,830.78	3,964.68	4,102.96	4,246.61	4,394.81	4,549.84
				Annual	42,913.65	44,409.30	45,969.30	47,576.10	49,235.55	50,959.35	52,737.75	54,598.05
	No Match	Clerk B	1885	Hourly	22.011	22.985	23.843	24.785	25.788			
				Monthly	3,457.56	3,610.56	3,745.34	3,893.31	4,050.87			
				Annual	41,490.74	43,326.73	44,944.06	46,719.73	48,610.38			
	No Match	Dental Hygienist - Senior	1885	Hourly	31.448	32.651	34.030	35.367	36.828	38.261	39.748	
				Monthly	4,939.96	5,128.93	5,345.55	5,555.57	5,785.07	6,010.17	6,243.75	
				Annual	59,279.48	61,547.14	64,146.55	66,666.80	69,420.78	72,121.99	74,924.98	

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014

Addition of 20 Year Scale

Stand. Grp#	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
15	Patient Porter	Clerk A	1885	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
				Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04				3,474.21
				Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46				41,690.55
16C	Clerk IV	Billing Clerk - Diagnostic Imaging	1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678			21.092
				Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18			3,427.45
				Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10			41,129.40
16E	Ward Clerk	Patient Escort	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.253			20.658
				Monthly	2,933.50	3,021.49	3,112.17	3,205.53	3,301.75	3,400.82			3,468.82
				Annual	35,202.05	36,257.91	37,346.01	38,466.35	39,620.95	40,809.80			41,625.87
16K	Medical Transciptionist	Medical Transciptionist Medical Editor/Transcriptionist	1950	Hourly	17.772	18.307	18.855	19.421	20.004	20.604			21.016
				Monthly	2,887.95	2,974.89	3,063.94	3,155.91	3,250.65	3,348.15			3,415.10
				Annual	34,655.40	35,698.65	36,767.25	37,870.95	39,007.80	40,177.80			40,981.20
	No Match	Clerk Typist Audiology	1885	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
				Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04				3,474.21
				Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46				41,690.55
	No Match	Audiology Intake Assistant	1885	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
				Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04				3,474.21
				Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46				41,690.55
	No Match	Audiology Speech Language	1885	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
		Pathlogy Clerk		Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04				3,474.21
				Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46				41,690.55
	No Match	Clerk - Cancer Navigation	1885	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
				Monthly	2,404.00	2,653.30	2,905.26	3,147.95	3,406.04				3,474.21
				Annual	28,848.04	31,839.54	34,863.08	37,775.40	40,872.46				41,690.55
	No Match	Data Process Clerk	1950	Hourly	15.304	16.891	18.495	20.040	21.683				22.117
				Monthly	2,486.90	2,744.79	3,005.44	3,256.50	3,523.49				3,594.01
				Annual	29,842.80	32,937.45	36,065.25	39,078.00	42,281.85				43,128.15
	No Match	Finance Clerk, Community Sites	1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678			21.092
				Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18			3,427.45
				Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10			41,129.40
	No Match	Accounts Payable Clerk, Level 1	1950	Hourly	17.838	18.373	18.924	19.491	20.077	20.678			21.092
				Monthly	2,898.68	2,985.61	3,075.15	3,167.29	3,262.51	3,360.18			3,427.45
				Annual	34,784.10	35,827.35	36,901.80	38,007.45	39,150.15	40,322.10			41,129.40
	No Match	Secretary II - IP&C	1950	Hourly	17.907	18.444	18.997	19.567	20.155	20.759			21.175
				Monthly	2,909.89	2,997.15	3,087.01	3,179.64	3,275.19	3,373.34			3,440.94
				Annual	34,918.65	35,965.80	37,044.15	38,155.65	39,302.25	40,480.05			41,291.25

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Grp #	Occupational Group	Occupational Group Employer Classification	Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464			21.893
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90			3,557.61
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80			42,691.35
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464			21.893
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90			3,557.61
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80			42,691.35
	No Match	Specific Purposes Accts Clerk	1950	Hourly	18.515	19.070	19.643	20.231	20.839	21.464			21.893
				Monthly	3,008.69	3,098.88	3,191.99	3,287.54	3,386.34	3,487.90			3,557.61
				Annual	36,104.25	37,186.50	38,303.85	39,450.45	40,636.05	41,854.80			42,691.35
	No Match	Financial Reporting Assistant	1950	Hourly	18.872	19.432	20.009	20.608	21.223	21.852	22.513		22.963
				Monthly	3,066.70	3,157.70	3,251.46	3,348.80	3,448.74	3,550.95	3,658.36		3,731.49
				Annual	36,800.40	37,892.40	39,017.55	40,185.60	41,384.85	42,611.40	43,900.35		44,777.85
	No Match	Dental Assistant - Phase II	1885	Hourly	21.293	21.857	22.464	23.042	23.693	24.362			24.849
				Monthly	3,344.78	3,433.37	3,528.72	3,619.51	3,721.78	3,826.86			3,903.36
				Annual	40,137.31	41,200.45	42,344.64	43,434.17	44,661.31	45,922.37			46,840.37
	No Match	Infection Control Assistant	1950	Hourly	22.007	22.774	23.574	24.398	25.249	26.133	27.045	27.999	28.559
				Monthly	3,576.14	3,700.78	3,830.78	3,964.68	4,102.96	4,246.61	4,394.81	4,549.84	4,640.84
				Annual	42,913.65	44,409.30	45,969.30	47,576.10	49,235.55	50,959.35	52,737.75	54,598.05	55,690.05
	No Match	Clerk B	1885	Hourly	22.011	22.985	23.843	24.785	25.788				26.304
				Monthly	3,457.56	3,610.56	3,745.34	3,893.31	4,050.87				4,131.92
				Annual	41,490.74	43,326.73	44,944.06	46,719.73	48,610.38				49,583.04
	No Match	Dental Hygienist - Senior	1885	Hourly	31.448	32.651	34.030	35.367	36.828	38.261	39.748		40.543
				Monthly	4,939.96	5,128.93	5,345.55	5,555.57	5,785.07	6,010.17	6,243.75		6,368.63
				Annual	59,279.48	61,547.14	64,146.55	66,666.80	69,420.78	72,121.99	74,924.98		76,423.56

SCHEDULE "A" – EFFECTIVE APRIL 1, 2015

General Increase 2.5%

Stand.	Occupational Group	Employer Classification	Annual		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
1		\ \rangle \r	1004	1 leads	45.007	47.040	40.057	77.00	700.00				00000
2	Patient Porter	Clerk A	1883	Houriy	19.001	17.313	18.95/	70.541	577.77				52.669
				Monthly	2,464.17	2,719.58	2,977.83	3,226.65	3,491.18				3,560.92
				Annual	29,570.00	32,635.01	35,733.95	38,719.79	41,894.13				42,731.07
16C	Clerk IV	Billing Clerk - Diagnostic Imaging	1950	Hourly	18.284	18.832	19.397	19.979	20.579	21.195			21.619
				Monthly	2,971.15	3,060.20	3,152.01	3,246.59	3,344.09	3,444.19			3,513.09
				Annual	35,653.80	36,722.40	37,824.15	38,959.05	40,129.05	41,330.25			42,157.05
16E	Ward Clerk	Patient Escort	2015	Hourly	17.907	18.444	18.997	19.567	20.154	20.759			21.174
				Monthly	3,006.88	3,097.06	3,189.91	3,285.63	3,384.19	3,485.78			3,555.47
			:	Annual	36,082.61	37,164.66	38,278.96	39,427.51	40,610.31	41,829.39			42,665.61
16K	Medical Transciptionist	Medical Transciptionist Medical Editor/Transcriptionist	1950	Hourly	18.217	18.764	19.326	19.906	20.504	21.119			21.541
				Monthly	2,960.26	3,049.15	3,140.48	3,234.73	3,331.90	3,431.84			3,500.41
				Annual	35,523.15	36,589.80	37,685.70	38,816.70	39,982.80	41,182.05			42,004.95
	No Match	Clerk Typist Audiology	1885	Hourly	15.687	17.313	18.957	20.541	22.225				22.669
				Monthly	2,464.17	2,719.58	2,977.83	3,226.65	3,491.18				3,560.92
				Annual	29,570.00	32,635.01	35,733.95	38,719.79	41,894.13				42,731.07
	No Match	Audiology Intake Assistant	1885	Hourly	15.687	17.313	18.957	20.541	22.225				22.669
				Monthly	2,464.17	2,719.58	2,977.83	3,226.65	3,491.18				3,560.92
				Annual	29,570.00	32,635.01	35,733.95	38,719.79	41,894.13				42,731.07
	No Match	Audiology Speech Language	1885	Hourly	15.687	17.313	18.957	20.541	22.225				22.669
		Pathlogy Clerk		Monthly	2,464.17	2,719.58	2,977.83	3,226.65	3,491.18	,			3,560.92
				Annual	29,570.00	32,635.01	35,733.95	38,719.79	41,894.13				42,731.07
	No Match	Clerk - Cancer Navigation	1885	Hourly	15.687	17.313	18.957	20.541	22.225				22.669
				Monthly	2,464.17	2,719.58	2,977.83	3,226.65	3,491.18				3,560.92
				Annual	29,570.00	32,635.01	35,733.95	38,719.79	41,894.13				42,731.07
	No Match	Data Process Clerk	1950	Hourly	15.687	17.313	18.957	20.541	22.225				22.669
				Monthly	2,549.14	2,813.36	3,080.51	3,337.91	3,611.56				3,683.71
				Annual	30,589.65	33,760.35	36,966.15	40,054.95	43,338.75				44,204.55
	No Match	Finance Clerk, Community Sites	1950	Hourly	18.284	18.832	19.397	19.979	20.579	21.195			21.619
				Monthly	2,971.15	3,060.20	3,152.01	3,246.59	3,344.09	3,444.19			3,513.09
				Annual	35,653.80	36,722.40	37,824.15	38,959.05	40,129.05	41,330.25			42,157.05
	No Match	Accounts Payable Clerk, Level 1	1950	Hourly	18.284	18.832	19.397	19.979	20.579	21.195		·	21.619
				Monthly	2,971.15	3,060.20	3,152.01	3,246.59	3,344.09	3,444.19			3,513.09
				Annual	35,653.80	36,722.40	37,824.15	38,959.05	40,129.05	41,330.25			42,157.05
	No Match	Secretary II - IP&C	1950	Hourly	18.354	18.905	19.472	20.056	20.658	21.278			21.704
				Monthly	2,982.53	3,072.06	3,164.20	3,259.10	3,356.93	3,457.68			3,526.90
				Annual	35,790.30	36,864.75	37,970.40	39,109.20	40,283.10	41,492.10			42,322.80

7			August										
Grp #	Occupational Group	Occupational Group Employer Classification	Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	18.977	19.547	20.134	20.737	21.360	22.000			22.440
				Monthly	3,083.76	3,176.39	3,271.78	3,369.76	3,471.00	3,575.00			3,646.50
				Annual	37,005.15	38,116.65	39,261.30	40,437.15	41,652.00	42,900.00			43,758.00
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	18.977	19.547	20.134	20.737	21.360	22.000			22.440
				Monthly	3,083.76	3,176.39	3,271.78	3,369.76	3,471.00	3,575.00			3,646.50
				Annual	37,005.15	38,116.65	39,261.30	40,437.15	41,652.00	42,900.00			43,758.00
	No Match	Specific Purposes Accts Clerk	1950	Hourly	18.977	19.547	20.134	20.737	21.360	22.000			22.440
				Monthly	3,083.76	3,176.39	3,271.78	3,369.76	3,471.00	3,575.00			3,646.50
				Annual	37,005.15	38,116.65	39,261.30	40,437.15	41,652.00	42,900.00			43,758.00
	No Match	Financial Reporting Assistant	1950	Hourly	19.344	19.918	20.509	21.123	21.753	22.398	23.076		23.537
				Monthly	3,143.40	3,236.68	3,332.71	3,432.49	3,534.86	3,639.68	3,749.85		3,824.76
				Annual	37,720.80	38,840.10	39,992.55	41,189.85	42,418.35	43,676.10	44,998.20		45,897.15
	No Match	Dental Assistant - Phase II	1885	Hourly	21.826	22.404	23.025	23.618	24.285	24.971			25.471
				Monthly	3,428.50	3,519.30	3,616.84	3,709.99	3,814.77	3,922.53			4,001.07
				Annual	41,142.01	42,231.54	43,402.13	44,519.93	45,777.23	47,070.34			48,012.84
	No Match	Infection Control Assistant	1950	Hourly	22.557	23.344	24.163	25.008	25.880	26.787	27.721	28.699	29.273
				Monthly	3,665.51	3,793.40	3,926.49	4,063.80	4,205.50	4,352.89	4,504.66	4,663.59	4,756.86
				Annual	43,986.15	45,520.80	47,117.85	48,765.60	50,466.00	52,234.65	54,055.95	55,963.05	57,082.35
	No Match	Clerk B	1885	Hourly	22.561	23.559	24,439	25.404	26.433				26.961
				Monthly	3,543.96	3,700.73	3,838.96	3,990.55	4,152.18				4,235.12
				Annual	42,527.49	44,408.72	46,067.52	47,886.54	49,826.21				50,821.49
	No Match	Dental Hygienist - Senior	1885	Hourly	32.234	33,468	34.881	36.251	37.749	39.218	40.742		41.557
				Monthly	5,063.42	5,257.27	5,479.22	5,694.43	5,929.74	6,160.49	6,399.89		6,527.91
				Annual	60,761.09	63,087.18	65,750.69	68,333.14	71,156.87	73,925.93	76,798.67		78,334.95

SCHEDULE "A" – EFFECTIVE APRIL 1, 2016

Stand. Grp#	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
15	Patient Porter	Clerk A	1885	Hourly	16.001	17.660	19.337	20.952	22.669				23.123
				Monthly	2,513.49	2,774.09	3,037.52	3,291.21	3,560.92				3,632.24
				Annual	30,161.89	33,289.10	36,450.25	39,494.52	42,731.07				43,586.86
16C	Clerk IV	Billing Clerk - Diagnostic Imaging	1950	Hourly	18.650	19.209	19.785	20.378	20.990	21.619			22.052
				Monthly	3,030.63	3,121.46	3,215.06	3,311.43	3,410.88	3,513.09			3,583.45
				Annual	36,367.50	37,457.55	38,580.75	39,737.10	40,930.50	42,157.05			43,001.40
16E	Ward Clerk	Patient Escort	2015	Hourly	18.265	18.813	19.377	19,958	20.557	21.174			21.598
				Monthly	3,067.00	3,159.02	3,253.72	3,351.28	3,451.86	3,555.47			3,626.66
				Annual	36,803.98	37,908.20	39,044.66	40,215.37	41,422.36	42,665.61			43,519.97
16K	Medical Transciptionist	Medical Editor/Transcriptionist	1950	Hourly	18.581	19.139	19.713	20.304	20.914	21.541			21.972
				Monthly	3,019.41	3,110.09	3,203.36	3,299.40	3,398.53	3,500.41			3,570.45
				Annual	36,232.95	37,321.05	38,440.35	39,592.80	40,782.30	42,004.95			42,845.40
	No Match	Clerk Typist Audiology	1885	Hourly	16.001	17.660	19.337	20.952	22.669				23.123
				Monthly	2,513.49	2,774.09	3,037.52	3,291.21	3,560.92				3,632.24
				Annual	30,161.89	33,289.10	36,450.25	39,494.52	42,731.07				43,586.86
	No Match	Audiology Intake Assistant	1885	Hourly	16.001	17.660	19.337	20.952	22.669				23.123
				Monthly	2,513.49	2,774.09	3,037.52	3,291.21	3,560.92				3,632.24
				Annual	30,161.89	33,289.10	36,450.25	39,494.52	42,731.07				43,586.86
	No Match	Audiology Speech Language	1885	Hourly	16.001	17.660	19.337	20.922	22.669				23.123
		Pathlogy Clerk		Monthly	2,513.49	2,774.09	3,037.52	3,291.21	3,560.92				3,632.24
				Annual	30,161.89	33,289.10	36,450.25	39,494.52	42,731.07				43,586.86
	No Match	Clerk - Cancer Navigation	1885	Hourly	16.001	17.660	19.337	20.952	22.669				23.123
				Monthly	2,513.49	2,774.09	3,037.52	3,291.21	3,560.92				3,632.24
				Annual	30,161.89	33,289.10	36,450.25	39,494.52	42,731.07				43,586.86
	No Match	Data Process Clerk	1950	Hourly	16.001	17.660	19.337	20.952	22.669				23.123
				Monthly	2,600.16	2,869.75	3,142.26	3,404.70	3,683.71				3,757.49
				Annual	31,201.95	34,437.00	37,707.15	40,856.40	44,204.55				45,089.85
	No Match	Finance Clerk, Community Sites	1950	Hourly	18.650	19.209	19.785	20.378	20.990	21.619			22.052
				Monthly	3,030.63	3,121.46	3,215.06	3,311.43	3,410.88	3,513.09			3,583.45
				Annual	36,367.50	37,457.55	38,580.75	39,737.10	40,930.50	42,157.05			43,001.40
	No Match	Accounts Payable Clerk, Level 1	1950	Hourly	18.650	19.209	19.785	20.378	20.990	21.619			22.052
				Monthly	3,030.63	3,121.46	3,215.06	3,311.43	3,410.88	3,513.09			3,583.45
				Annual	36,367.50	37,457.55	38,580.75	39,737.10	40,930.50	42,157.05			43,001.40
	No Match	Secretary II - IP&C	1950	Hourly	18.722	19.283	19.862	20.458	21.072	21.704			22.138
				_	3,042.33	3,133.49	3,227.58	3,324.43	3,424.20	3,526.90			3,597.43
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Stand. Grp #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20 Note 1
	No Match	Accounts Payable Clerk, Level 2	1950	Hourly	19.357	19.938	20.537	21.152	21.787	22.440			22.889
				Monthly	3,145.51	3,239.93	3,337.26	3,437.20	3,540.39	3,646.50			3,719.46
				Annual	37,746.15	38,879.10	40,047.15	41,246.40	42,484.65	43,758.00			44,633.55
	No Match	Accts Receivable Clerk, Level 2	1950	Hourly	19.357	19.938	20.537	21.152	21.787	22.440			22.889
				Monthly	3,145.51	3,239.93	3,337.26	3,437.20	3,540.39	3,646.50			3,719.46
				Annual	37,746.15	38,879.10	40,047.15	41,246.40	42,484.65	43,758.00			44,633.55
	No Match	Specific Purposes Accts Clerk	1950	Hourly	19.357	19.938	20.537	21.152	21.787	22.440			22.889
				Monthly	3,145.51	3,239.93	3,337.26	3,437.20	3,540.39	3,646.50			3,719.46
				Annual	37,746.15	38,879.10	40,047.15	41,246.40	42,484.65	43,758.00			44,633.55
	No Match	Financial Reporting Assistant	1950	Hourly	19.731	20.316	20.919	21.545	22.188	22.846	23.537		24.008
				Monthly	3,206.29	3,301.35	3,399.34	3,501.06	3,605.55	3,712.48	3,824.76		3,901.30
				Annual	38,475.45	39,616.20	40,792.05	42,012.75	43,266.60	44,549.70	45,897.15		46,815.60
	No Match	Dental Assistant - Phase II	1885	Hourly	22.262	22.852	23.486	24.090	24.771	25.471			25.980
				Monthly	3,496.99	3,589.67	3,689.26	3,784.14	3,891.11	4,001.07			4,081.03
				Annual	41,963.87	43,076.02	44,271.11	45,409.65	46,693.34	48,012.84			48,972.30
	No Match	Infection Control Assistant	1950	Hourly	23.008	23.811	24.647		26.398	27.322	28.275	29.273	29.858
				Monthly	3,738.80	3,869.29	4,005.14	4,145.05	4,289.68	4,439.83	4,594.69	4,756.86	4,851.93
				Annual	44,865.60	46,431.45	48,061.65	49,740.60	51,476.10	53,277.90	55,136.25	57,082.35	58,223.10
	No Match	Clerk B	1885	Hourly	23.012	24.030	24.927	25.912	26.961				27.501
				Monthly	3,614.80	3,774.71	3,915.62	4,070.34	4,235.12				4,319.95
				Annual	43,377.62	45,296.55	46,987.40	48,844.12	50,821.49				51,839.39
	No Match	Dental Hygienist - Senior	1885	Hourly	32.879	34.137	35.578	36.976	38.504	40.002	41.557		42.388
				Monthly	5,164.74	5,362.35	5,588.71	5,808.31	6,048.34	6,283.65	6,527.91		6,658.45
				Annual	61,976.92	64,348.25	67,064.53	92'669'69	72,580.04	75,403.77	78,334.95		79,901.38

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

- Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following: #1 Effective October 1, 2014, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A".
- (i) Twenty (20) or more years of continuous service; and (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.
- #2 Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

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

MK:cbc/cope 491 16-Mar-16