

# **Collective Agreement**

*between*

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(herein called the "Employer")*

*and*

**Manitoba Government and General Employees' Union**

*(herein called the "Union")*

**April 1, 2014 to March 31, 2018**

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

WHEREAS the Union and the Employer desire to promote the morale, well-being and security of those employees; and to ensure the continued availability of quality health care services; and

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

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

### **Article 1     Scope and Application of Agreement**

- 1:01**     The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate **MLB-6154** or subsequent amendments thereto.
- 1:02**     If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 1:03**     If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.



**1:04** No employee shall enter into any separate agreement which conflicts with the provisions hereof.

## **Article 2 Definitions**

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

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

- 2:01** Approved Training means training as approved by the authorized parent society.
- 2:02** Basic Pay, Rate or Salary means the amount indicated in **the Salary Schedule** and Schedule "A".
- 2:03** An employee means a person employed by the Employer in a position which is included in the bargaining unit.
- 2:04** Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 9 (Hours of Work). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 2:05** Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 9 (Hours of Work), on a scheduled and recurring basis.
- 2:06** Probationary employee means an employee who has not completed three (3) months continuous full-time employment or six (6) months continuous part-time employment or whose probation has been extended at the discretion of the Employer by not more than three (3) additional months, and who may be dismissed without recourse by the grievance procedure. If the probation

period is extended, the Employer will notify the employee in writing of the reason(s) for the extension with a copy to the Union.

- 2:07** **Term employee means a new employee hired into a term position. Unless otherwise specified in this Agreement, such employee is covered by the terms of this Agreement.**
- 2:08** Casual Employee - means an employee who is called in occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of staff shortages.
- 2:09** For identification purposes, shifts will be named as follows:
- (a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.
  - (b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.
  - (c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.
- 2:10** Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.
- 2:11** Transfer means a change by an employee from one position to another position with the same salary range.
- 2:12** Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.
- 2:13** A Term Position shall be for a specific time period or until completion of a particular project, of a minimum duration of **two (2)** months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

**2:14 Continuous Service / Length of employment**

“Length of employment” shall mean the period of time since an employee last became a full-time or part-time employee **in a permanent or term position** for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time **or term status** to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or term employment shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

**Article 3 Term Positions**

- 3:01** For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where there is a temporary vacancy due to leave for a public office, or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to her position, subject to a minimum of forty-eight (48) hours’ notice. **The employee occupying the said term position shall receive as much notice as reasonably possible but in no case less than forty-eight (48) hours.** Any term position(s) resulting directly from the above will be posted in the same manner.
- 3:02** A **Term** employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term position. A Term employee may be required to complete the term position for which she was engaged.
- 3:03** A **Term** employee who is awarded a posted position prior to the end of her term position, shall have her service connected for seniority purposes.

- 3:04** A **Term** employee shall have no seniority rights in matters of demotion, layoff and recall.
- 3:05** A **Term** employee shall not be terminated and re-hired for the purpose of extending the period of employment in the same term position without prior approval of the Union. Where a Term employee completes her term position and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.
- 3:06** A **Term** employee may be required to complete a further probationary period to a maximum of **two (2)** months upon being awarded another position within the bargaining unit.
- 3:07** When the Employer determines that a term position as described in **Article 2:13** above exists, the position shall be posted and filled in accordance with Article **8** - Seniority, Promotions and Transfers. All employees may apply for the term position.
- (a) Upon completion of the term position, the employee shall be returned to her former position. In the event the employee's former position no longer exists, the employee shall be entitled to exercise her seniority as stated in Article **27** - Job Security.
- (b) Where the Employer determines that staff are to be replaced during periods of less than **two (2)** months Article **23** - Part-time Employees or **Article 17:01 - Responsibility Pay** shall apply, wherever possible.
- 3:08** All Maternity or Parental Leave term postings shall indicate that the term position is a "Maternity or Parental Leave of Absence term" which may expire sooner than indicated subject to a minimum written notice of two (2) weeks or one (1) pay period, whichever is longer.
- 3:09** All term positions created as a result of an Approved Educational Leave shall indicate that the term position is an "Educational Leave of Absence Term"

which may expire sooner than indicated, subject to a minimum written notice of two (2) weeks or one (1) pay period, whichever is longer.

**3:10 Unless otherwise agreed to between the employee and her supervisor, an employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit, unless the awarding of an alternate term position would extend their employment beyond the expiration of their current term position.**

**Employees in a term position will also be eligible for other term positions that are greater than 0.2 EFT of the current term.**

#### **Article 4 Casual Employees**

**4:01** The terms of this Collective Agreement shall not apply to casual employees except as provided below.

- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- (c) Casual employees shall be entitled to shift premium as outlined in Article 12 (Shift Premiums and Weekend Premiums).
- (d) Casual employees required to work on a recognized holiday, shall be paid at the rate of time and one half (1.5x) their basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10 (Overtime).
- (f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event

that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.

- (g) The Employer agrees to deduct Union dues from casual employees in accordance with Article 20 (Union Security).
- (h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- (i) Casual employees placed on Standby shall be entitled to **the following:**
  - A. Standby payment in accordance with Article 11:02(a);**
  - B. When required to report for duty while on assigned standby, shall be paid straight time for not less than three (3) hours for each such callback. Should a casual employee work in excess of the daily or bi-weekly hours of work, overtime rates will apply in accordance with Article 10 (Overtime).**
- (j) Articles 21 and 22, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- (k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (l) Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- (m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in

accordance with Article 9:01. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

## **Article 5 Occupational Classifications**

- 5:01** The brief descriptions listed in Appendix “A” are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions but is required to negotiate the value of any material change in job content during the term of this Agreement.
- 5:02**
- (a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Union and affected employees. Written notice of objection must be given to the Employer by the Union within **forty-five (45)** calendar days after the notification above or such classification and wage rates shall be considered approved and shall form part of the Agreement.
  - (b) Where the Union objects to the wage rate for a new or altered classification established by the Employer, negotiations or the Arbitration Procedure set out in Article 22 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Union in a) above.
  - (c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.

- (d) Where an employee believes that there has been a material or substantial change in her job content since she was last classified, she shall be entitled to request a review of her classification.
- (e) 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.
- (f) If the decision in (e) is not satisfactory to the employee, she may treat this request for change in classification as a grievance as defined in Article 21.
- (g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

### **Article 6 Management Rights**

- 6:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.
- 6:02** The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

### **Article 7 Salaries**

- 7:01** Salaries shall be paid to each employee in accordance with **the Salary Schedule** and Schedule "B" which are attached to and form part of this Agreement.
- 7:02** In implementing this Agreement each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.



**7:03** An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer.

**7:04** Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less. Increments as specified in **the Salary Schedule** shall be granted annually on the anniversary date of the employee's employment, or as altered by the terms of this agreement, the latter of which shall take precedence.

**7:05** The minimum salary of a newly hired employee will be determined by experience:

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

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

**7:06** Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

7:07 Equivalent gross annual rates shall be calculated as follows:

$$\text{Annual rates} = \text{gross hourly rates} \times 2015$$

7:08 An employee shall be entitled to payment of all wages, vacation pay and other benefits **on the next payroll processing date** after termination or death.

7:09 (a) A graduate of an approved school of the relevant classification and who has not attained her professional designation may, at the discretion of the Employer, be paid eight percent (8%) less per month than the approved classification as set out in **the Salary Schedule** attached hereto. However, for a new graduate upon attaining her professional designation will be entitled to the classification rate upon providing proof of certification/licensure. Such rate will be effective the date proof of certification is provided.

(b) **Where registration / licensure is obtained later than six (6) months of commencing employment, the anniversary date for increment purposes shall be the date on which proof of registration / licensure is provided.**

(c) Failure of a graduate to obtain registration/license within twelve (12) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

7:10 A Long Service Step equivalent to two percent (2%) shall be added to **the Salary Schedule**. Employees shall be eligible for the Long Service Step identified in **the Salary Schedule** 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 the salary scale for a minimum of twelve (12) consecutive months.

Employees shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined above. For the purpose of this provision, continuous service shall be calculated based on calendar years of service.

### **Article 8 Seniority, Promotions and Transfers**

**8:01** Seniority shall be defined as the total accumulated hours of work paid at straight time rates from the date when an employee last became a full-time, part-time or **term** employee with the Employer. An employee's "start date", for the purpose of determining length of employment and/or length of service that shall be used in calculating all service related benefits including, but not limited to: annual vacation; bonus vacation; and pre-retirement leave; shall be the date when an employee last became a full-time, part-time or **term** employee with the Employer.

In the event an employee elects to convert their status from that of a full-time employee, part-time employee or **term** employee to that of a casual employee, that shall be considered to be a termination of employment and a total break in service for the purpose of this and other related Articles. Any subsequent service accumulated as a casual employee shall be limited in its application under this Collective Agreement to the provisions of Article **4:01(1)** and there shall be no recognition of prior full-time employment, prior part-time employment, or prior **term** employment in the event a casual employee subsequently becomes a full-time, part-time or **term** employees.

**8:02** Seniority of an employee will continue to accrue during:

- (a) any period of paid leave of absence or income protection
- (b) absence on Workers' Compensation for up to two (2) years
- (c) unpaid leave of absence of four (4) weeks or less
- (d) layoff of twenty-six (26) weeks or less

- (e) educational leave of absence up to two (2) years
- (f) She is on any period of Maternal and/or Parenting Leave
- (g) any period of approved unpaid leave of absence for Union purposes of up to one (1) year
- (h) any period of unpaid leave of absence due to injury or illness which may be compensable by D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.

**8:03** Seniority will be retained but will not continue to accrue during:

- (a) unpaid leave of absence of more than four (4) weeks
- (b) absence on Workers' Compensation benefits for more than two (2) years
- (c) educational leave in excess of two (2) years
- (d) layoff more than twenty-six (26) weeks and not more than five (5) years.

**8:04** Seniority will terminate if an employee:

- (a) resigns or retires
- (b) is discharged and is not re-instated
- (c) is laid off for more than five (5) years
- (d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.

**8:05** Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.

**8:06** (a) Upon promotion, an employee shall receive a salary within the salary range applicable to her new classification, which provides an increase of at least 5% above her former salary.

- (b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.
- 8:07** All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Union office within the posting period. Job descriptions shall be available to applicants upon request.
- 8:08** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.
- 8:09** In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 8:10** An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 8:11** All promotions and voluntary transfers are subject to a three (3) month trial period for full-time appointments, and a six (6) month trial period for part-time appointments, which may be extended up to an additional three (3) months if the Employer so requests and the Union agrees.
- 8:12** During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not

returned to former position shall be returned to her former occupational classification and employment status.

- 8:13** An employee who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 8:14** An employee who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which she is capable. She will be paid at the same increment level in the new position as she was paid in her previous position.
- 8:15** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

## **Article 9 Hours of Work and Shift Schedules**

- 9:01** Regular full-time hours of work will be:
- (a) Seven and three-quarter (7 3/4) consecutive hours per day
  - (b) An average of seventy-seven and one-half (77 1/2) hours per bi-weekly period.
- 9:02** Regular hours of work shall be deemed to:
- (a) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty
  - (b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

- 9:03** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- 9:04** Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 9:05** Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 9:06** Except by mutual agreement between the Employer and a majority of the affected employees, shift schedules shall provide for:
- (a) not less than fifteen (15) hours off between shifts
  - (b) not less than eight (8) days off in any two consecutive pay periods
  - (c) not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.
- 9:07** Except by mutual agreement between a majority of affected employees and the Employer, shift schedules shall provide for as many weekends off as is reasonably possible. The Employer shall endeavour to schedule full-time employees to work not more than fifty (50%) percent of weekends.
- 9:08** Whenever reasonably possible, days off shall be granted consecutively.
- 9:09** Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid double time.
- 9:10** Unless given seven (7) days prior notice, an employee whose shift is changed shall be paid at overtime rates for the first shift worked which varies from the posted schedule.

**9:11** If the Employer considers implementing a significant change to the normal work day, normal shift of work, normal work week, normal rotation of shift, or an alteration to the current shift starting and finishing times of one (1) hour or more, the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes.

**9:12** Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

**Any alteration to an existing shift pattern shall only be implemented after meaningful consultation with the employee(s) so affected and the Union. Meaningful consultation shall consist of the following steps:**

- 1. The Employer will meet with the affected employee(s) and a representative of the Union to discuss the proposed alteration to the shift pattern. An attempt will be made to obtain the agreement of the majority of the affected employees.**
- 2. Failing agreement of the majority of affected employees, the Union and the employee(s) so affected shall, within ten (10) working days, have the opportunity to consider and submit alternate proposals to the Employer for consideration.**

**If after consideration of the alternate proposals, the Employer still plans to implement the alteration to the shift pattern, the affected employee(s) will be given at least sixty (60) days' notice.**



- 9:13** Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the Employer.
- 9:14** An employee who is required to remain on duty or return to work during her meal period shall be paid at overtime rates for that entire meal period.
- 9:15** Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

### **Article 10 Overtime**

- 10:01** Overtime shall mean any authorized time worked in excess of regular hours established under Article 9.
- 10:02** The Employer shall designate the manner in which overtime is to be authorized.

**An employee will not be eligible for overtime if he/she is on any type of requested time off: vacation, banked overtime. Those employees will only be considered for overtime hours on that day after all part-time and casual staff have been contacted.**

- 10:03** An employee shall not be required to alter her scheduled hours of work to offset any overtime worked.
- 10:04** There will be no payment for occasional overtime periods of less than fifteen (15) minutes in a day unless scheduled.
- 10:05** Overtime rates shall be:
- (a) one and one-half times (1 ½ x) the basic rate except as follows:

- (b) two times (2x) the basic rate for all time in excess of three (3) hours in any one day;
- (c) two times (2x) the basic rate for the second of two consecutive shifts;
- (d) two and one-half times (2 ½x) the basic rate on a general holiday;
- (e) for time worked on a day not scheduled to work - see Article 9:09.

**10:06** 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 31 of any year or paid out upon request, unless otherwise mutually agreed.

**10:07** An employee required to work overtime without advance notice for a period in excess of two (2) hours immediately following her/his regular shift shall be paid one (1) non-cumulative meal allowance of **Eight (\$8.00)** dollars.

**10:08** For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.

**10:09** No employee shall be required to work overtime against his wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.

**10:10** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.

**10:11** Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

**10:12** Telephone Consultation(s)

When an employee is consulted by telephone outside of her regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- (a) An employee who has not completed her regular daily or bi-weekly hours of work shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at her basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.
- (b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.
- (c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- (d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

**10:13** If the Employer requires the attendance at any meeting, conference, training, workshop, seminar, course or program outside of working hours, the

employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses hereto.

**10:14** Where an employee is required to travel outside of the employee's work site on Employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work day.

### **Article 11 Standby and Callbacks**

**11:01** Standby is that time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.

**11:02** (a) An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hours' basic pay for each eight (8) hour period, or a pro rata payment for any portion thereof.

(b) An employee "not on call" who is called back to work shall receive a special premium of 3 hours at the on call rate in addition to the callback as determined under Article 11:02 a).

**11:03** An employee returning to work on a callback outside of her scheduled working hours shall be paid at overtime rates for not less than three (3) hours for each such callback.

**11:04** An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed for the use of their personal motor vehicle at the prevailing Province of Manitoba rates for such travel, subject to a minimum mileage payment of \$4.00 return and a maximum mileage payment of \$10.00.

**11:05** A callback is defined as a callback to return to the Facility, received by an employee during the period between completion of regularly scheduled hours

of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the Facility until she leaves the Department.

- 11:06** The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback.

### **Article 12 Shift Premium and Weekend Premium**

- 12:01** (a) An employee scheduled and required to work any shift where the majority of the hours worked fall between 16:00 hours and 24:00 hours shall be paid an evening shift premium of one dollar (\$1.00) per hour for that entire shift.
- (b) An employee scheduled and required to work any shift where the majority of the hours worked fall between 24:00 hours and 08:00 hours shall be paid a night shift premium of **two dollars and -five cents (\$2.05)** per hour for that entire shift.
- (c) Notwithstanding the above, where an employee works a “modified” (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in **Article 2:09**.
- 12:02** (a) A weekend premium of one dollar and **sixty-five cents (\$1.65)** per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.
- (b) The weekend premium /or shift premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

### **Article 13 Annual Vacation**

- 13:01** Annual vacations shall be earned during the period between the first (1) day of July and the thirtieth (30) day of June. Notwithstanding the date of the

vacation year, an employee's vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

**13:02** The whole of the calendar year shall be available for the taking of vacations.

**13:03** Terminal vacation pay shall be calculated in accordance with 13:04 and shall be based on the employee's rate of pay on the date of termination.

**13:04** Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

Fifteen (15) working days per year commencing in first (1st) year of employment

Twenty (20) working days per year commencing in fourth (4th) year of employment

Twenty-five (25) working days per year commencing in eleventh (11th) year of employment

Thirty (30) working days per year commencing in twenty-first (21st) year of employment

Vacation entitlement for the vacation year following the completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

**13:05** In recognition of length of service, each full-time employee shall receive one (1) 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 and 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Part-time employees shall be entitled to a pro-rata portion of this benefit.

- 13:06** An employee who has not completed one (1) year's continuous employment as at June 30th shall be granted a pro-rata vacation.
- 13:07** The Employer shall post vacation entitlements not later than March 1st each year, and allow employees to express their preference before April 1st.
- 13:08** The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

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

- 13:09** Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.
- 13:10** Employees on Worker's Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

#### **Article 14 Income Protection**

- 14:01** An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to **14:11(a)** or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to **14:11(b)**, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance.
- 14:02** A full-time employee shall accumulate income protection credits at the rate of one and one-quarter days per month.

Of each day and a quarter of income protection credits earned, one day\* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day\* shall be reserved for either the employee's use or for use in the event of family illness as specified in **14:04**. 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 of a day" and amend "one quarter of a day" to read "one half of a day".
- Eighty (80) percent of the balance will be reserved for the employee's personal use.
- Twenty (20) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with **14:04**.

**14:03** Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

**14:04** Subject to the provisions of Article 14:02, an employee may use up to five (5) days of income protection in any one (1) calendar year to provide care in the event of an illness of a spouse, child, or parent of the employee. 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.

**14:05** An employee who will be absent due to illness or injury shall inform his/her supervisor or designate prior to the commencement of his/her next scheduled shift(s). An employee who fails to give notice as specified below, or as soon as reasonably possible thereafter in the case of extenuating



circumstances, may not be entitled to receive income protection benefits for the shift(s) in question:

Prior to day shift                      1 hour

Prior to evening shift                3 hours

Prior to night shift                    3 hours

- 14:06** The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.
- 14:07** Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour. When non local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 14:08** If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 14:09** The Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 14:10** Part-time employees shall accumulate income protection credits on a pro rata basis.

- 14:11** (a) 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 (W.C.B.). Workers' Compensation payment will be paid directly to the employee by the W.C.B.

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

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

- (b) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle her from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.

- (ii) Subject to B(i), 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.
- (iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and E.I. contributions.
- (iv) 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 the lesser of:
  - A. the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period or
  - B. seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (v) 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.
- (vi) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

- (vii) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (c)
  - (i) Subject to “B”, an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
  - (ii) The amount of such supplement will equal ten percent (10%) of the employee’s regular net salary not earned due to the time loss. Regular net salary will be based on the employee’s basic salary as defined in Article 2:02 of the Collective Agreement (exclusive of overtime), less the employee’s usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
  - (iii) The Employer’s supplement shall be charged to the employee’s accumulated income protection credits and such supplement shall be paid until the employee’s accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
  - (iv) If at any time it is decided by the Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Manitoba Public Insurance, then such payment shall not be payable.
  - (v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119) days whichever is less.

- 14:12** An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.
- 14:13** It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.
- 14:14** During the first year of employment only, an employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid income protection leave granted but not earned.

### **Article 15 Bereavement and Compassionate Leave**

- 15:01** An employee who is, or will be absent on bereavement/compassionate leave shall notify her supervisor at the earliest possible opportunity.
- 15:02** Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, child, parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-child, former legal guardian, fiancé and any other relative who has been residing in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings. One (1) bereavement leave day may be retained for use in the case where actual internment or cremation is at a later date.

- 15:03** Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral of a person with a relationship named above.
- 15:04** (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.
- (b) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a mourner.
- 15:05** An employee who is entitled to bereavement leave under Article 15 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 15:06** Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

### **Article 16 General Holidays**

- 16:01** (a) A day off with pay shall be granted to every full-time employee on or for each of the following general holidays:

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

And any other holiday proclaimed by Federal or Provincial Statute.

- (b) Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation or banked time, or a combination thereof, to a maximum of three (3) days, 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 to accommodate scheduling.
- (c) Where the Employer requires an employee to work a regular workday on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ( $\frac{1}{2}$ ) day of compensatory leave with pay to a maximum of four (4) hours, to be taken at a time mutually agreed between the Employer and the employee.

**16:02** An employee scheduled and required to work on any General Holiday shall be paid one and one-half ( $1 \frac{1}{2}x$ ) times her basic rate for regular daily hours. In addition a full-time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

**16:03** Employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.

**16:04** The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur, and consecutive with days off.

**16:05** A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

**16:06** An employee required to work on either Christmas Day or New Year's Day shall receive not less than three (3) consecutive days off incorporating the other of those holidays.

### **Article 17 Responsibility Pay**

- 17:01** An employee temporarily assigned to perform substantial duties and responsibilities of a higher salary classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which she would otherwise be entitled.
- 17:02** Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Union. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

### **Article 18 Leave Of Absence**

- 18:01** Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.
- 18:02** Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 18:03** An employee required to appear for jury duty or subpoenaed as a witness in a court of law, shall receive a leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty.
- 18:04** An employee shall be entitled to necessary time off **without pay** to attend Citizenship Court to become a Canadian Citizen.



- 18:05** 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 an employee may be a candidate in a federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 18:06** Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 18:07** Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 18:08** **Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R premiums when on any period of unpaid leave of absence.**
- 18:09** An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 18:10** An employee on any leave of absence up to one (1) year covered by this collective agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.
- 18:11** Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part-time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in her being absent from work for a portion of her normal schedule, on a regular recurring basis over a defined period of time.

**18:12 CAREER DEVELOPMENT**

- (a) The Employer and the Union mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.
- (b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
  - i. Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
  - ii. Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
  - iii. When an employee qualifies for leave with salary in accordance with (b)(i) above, she shall be paid such portion of her salary not exceeding ten percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.
  - iv. Educational leave of over one (1) year, is subject to annual review.
- (c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- (d) During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of in-service education for each employee, during the regular working hours.

- (e) Where an employee is required to prepare presentations on behalf of the employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.
- (f) If an employee takes a course outside of working hours, and if before the employee takes the course, her supervisor indicates the course is relevant to her employment, the employer will reimburse the employee for the tuition fee to a limit of \$200 upon successful completion of the course. Proof of successful completion will be required.

## **Article 19 Parental Leave**

### **19:01 Parenting Leave**

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave. **This Article shall also apply to “same sex” relationships.**

### **19:02 Maternity Leave**

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

The Employer may require an employee to commence maternity leave if the state of her health is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this article.

### **Plan "A"**

In order to qualify for Plan A, a pregnant employee must:

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

- (b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by 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.
- (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 19:02 (01) (c), or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 19:02(01) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
  - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (03) (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick

leave with pay granted during the period of return shall be counted as days worked.

**Plan B:**

- (04) In order to qualify for Plan B, a pregnant employee must:
- (a) have completed six (6) continuous months of employment with the Employer if she is a full-time employee and seven (7) continuous months of employment with the Employer if she is a part-time employee;
  - (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 **Employment and Social Development Canada (ESDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- (05) 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 she would have otherwise worked in the higher E.F.T. position during the six (6) month period, 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.
- (d) an employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who return from leave in a job sharing arrangement, must work twelve (12) months, (i.e. the equivalent of six (6) months of full-time service) otherwise they will be required to reimburse the Employer for the maternity supplement.

In the event the employee does not complete the full period of services as required Under Article 19:02(b)(a), she shall repay a portion of the “top up” as specified in Appendix “B”.

- (06) An employee who qualifies is entitled to a maternity leave consisting of:
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 19:02(04)(c), or
  - (b) A period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 19:02(04)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

- (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head;
- (07) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (a) for the first two (2) weeks an employee shall receive 93% of 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 93% of her weekly rate of pay;
  - (c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings.
  - (d) all other time as may be provided under 19:02(06) shall be on a leave without pay basis.
- (08) Plan B does not apply to **term** employees or employees who normally are subject to seasonal lay-off.
- (09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- (10) Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

### **Parental Leave**

- (11) In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or

- (b) be the natural father of a child or must assume actual care and custody of his newborn child; or
  - (c) adopt a child under the law of the province.
- (12) An employee who qualifies under 19:02(11) must:
- (a) have completed six (6) continuous months of employment; and
  - (b) Except in the case of Adoption Leave, in accordance with 19:02(11)(c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
  - (c) In the case of Adoption Leave in accordance with 19:02(11)(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
- (13) An employee who qualifies in accordance with 19:02(11) and 19:02(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding fifty-four (54) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, **any remaining current annual vacation and their vacation accrual to date, to a maximum of ten (10) vacation days, prorated for part-time employees.** The balance of the current annual vacation **not carried over** will be paid out at a time immediately following the period



during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave in accordance with Article 13:01 will be retained and will be available to be taken in the following vacation year.

- (14) Subject to 19:02(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (15) 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.

**19:03 Partner Leave**

An employee shall be entitled to three (3) days leave of absence with pay within seven (7) days of the birth or adoption of the child.

- 19:04** An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks, before the day the employee wants to end the leave.

**Article 20 Union Security**

- 20:01** A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Union. The Union will provide sufficient copies for Employer administration needs.

- 20:02** All employees who are Union members in good standing or who may subsequently become Union members in good standing, shall as a condition of employment maintain Union membership during the life of this Agreement. All employees who are not Union members shall not be required

to become members as a condition of employment. All new employees hired shall as a condition of employment, become Union members within ninety (90) days from the date of employment and shall as a condition of employment, remain Union members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Union requesting termination of her membership.

- 20:03** (a) Provided the operational requirements of the Lab are fulfilled, when meeting with the Employer to conduct negotiations, the Union will be allowed two (2) employees (President, Chief Steward) who will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer and the Union are represented.
- (b) Prior to the commencement of negotiations, the Union shall supply the Employer(s) with a list of employee representatives for negotiations.
- (c) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Union shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.
- 20:04** Representatives of the Union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the Employer.
- 20:05** The Employer agrees to deduct the current Union dues from the pay of each employee in the bargaining unit. The dues deduction formulae shall be compatible with the Employer's present payroll system.
- 20:06** The Employer agrees to deduct once annually the amount of any special general assessment made by the Union.

- 20:07** Such amounts shall be forwarded to the Union within fifteen (15) days after the end of the month in which they are deducted, along with a list of employees from whom they have been deducted, including details of all changes from the preceding month's listing. If available, appropriate electronic copies of said information shall also be sent to Union office.
- 20:08** 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 might incur as a result of such deductions.
- 20:09** The Union shall notify the Employer in writing as to the amount(s) of current Union dues, and such dues shall not be changed without one (1) month's prior notice, or more than twice in any calendar year.
- 20:10** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 20:11** The Employer agrees to provide a suitable bulletin board within each building where members of the bargaining unit are regularly employed, for the posting of notices by the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.
- 20:12** The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Union.
- 20:13** A local representative of the MGEU will be informed of the place and time of orientation of a new employee, and will be granted up to thirty (30) minutes during the orientation to familiarize her with the Union and this Agreement. A representative of Management may choose to be present during such meeting.

**20:14 Union Leave:**

- (a) Subject to operational requirements permitting and upon at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Union meetings or seminars. It is understood that the Union will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.
- (b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Union shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request, during her term of office, to a maximum of four (4) years.

**20:15** Once annually, the Employer is to provide the Union with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, \*home address, classification, employment status (i.e. full-time., part-time. or casual), salary rate, date of employment and anniversary date. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party. Union will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found. If available, electronic copies of said information shall also be sent to the Union office.

\* See Memorandum of Understanding re. Article 20:15.

## **Article 21 Grievance Procedure**

**21:01** Should a dispute arise between the Employer and an employee or the Union concerning the interpretation, application or alleged violation of this Agreement:

- 21:02** The employee and her supervisor shall first attempt to resolve the dispute by means of discussion.
- 21:03** **Step 1**  
Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Lab Manager or his designate.
- 21:04** Within seven (7) days after the grievance has been filed, the Lab Manager or his designate shall investigate the matter and reply.
- 21:05** **Step 2**  
Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Chief Administrative Officer or designate.
- 21:06** Within seven (7) days after receiving the grievance, the Chief Administrative Officer or designate shall investigate the matter, conducting a hearing upon request, and reply.
- 21:07** If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 22 within the next ensuing fourteen (14) days.
- 21:08** All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 21:09** An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.

- 21:10** Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Union and the Employer.
- 21:11** Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 21:12** An employee may elect to be accompanied or represented by a Union representative at any stage of the Grievance/Arbitration procedures, or in any matter relating to this Collective Agreement.

## **Article 22 Arbitration Procedure**

- 22:01** If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Union shall nominate their respective appointees to a three (3) person Arbitration Board.
- 22:02** Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 22:03** If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.
- 22:04** The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.
- 22:05** Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Union.

**22:06** Arbitrations are to be heard locally, unless an alternate location is mutually agreed to by the parties.

### **Article 23 Part-Time Employees**

**23:01** Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave.

**23:02** Part-time employees will be paid four point six two (4.62) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay deposit, and is in addition to payment for time worked on a general holiday.

**23:03** Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

**23:04** Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees **provided such written notice is provided prior to the shift being awarded to a casual employee.** However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 9.

**Part-time employees who are offered and decline extra available shifts are not entitled to make any claim for that shift over other part-time or casual employees to whom the shift was subsequently awarded to.**

**23:05** (a) A part-time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.

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

## **Article 24 Safety and Health**

**24:01** 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.

Subject to Section 42 of the Workplace Safety and Health Act, a worker may refuse to do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety and health of another worker or another person.

**24:02** A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with the Workplace Safety and Health Act and Regulations.

**24:03** At the request of the employee, the Employer shall provide, at no cost to the employee, vaccinations(s) and/or immunizations(s) for occupational illness(s) in accordance with the Canadian Immunization Guide, Health Canada.

**24:04** By mutual agreement between the Union and the Employer additional Safety and Health Committees can be established to address program specific needs.

**24:05** The Employer shall provide and maintain lab coats or jackets and special or protective work clothing which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.



## **Article 25 Employee Benefits and Pre-Retirement Leave**

**25:01** Applicable to employees currently covered by HEPP/HEBP and new employees hired after the payroll transfer date for Westman Laboratory.

**Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Health Spending Account, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.**

**The details of each plan are as determined by the trustees of the above-noted plans and identified in the respective plan texts and HEB rules and regulations. These details are available on the HEB Manitoba website.**

### A. Dental Plan

The parties agree to the continuation of the HEB Dental Plan for those employees currently participating in the Plan on a 50-50 cost shared basis.

### B. Disability & Rehabilitation Plan

1. The Employer agrees to participate in HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of two point three percent (2.3%) of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employee's application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the

elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

2. Where an employee has been away from work due to illness for four (4) consecutive weeks, the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
3. Subject to compliance with paragraph 2, in the event;
  - 1) An employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or;
  - 2) The employee's D&R application has not been approved by the end of the elimination period;

The Employer shall pay the D&R Premium, Health Plan Premium and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

C. Pension Plan

**The parties agree to participate in the Health Care Employee's Pension Plan - Manitoba (HEPP) in accordance with its terms and conditions including an established contribution rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.**

D. Health Spending Account

**A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba plan.**

- 25:02** A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.
- 25:03** Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of full-time employees.
- 25:04** Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.
- 25:05** Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the retirement day and benefits shall cease on that day.

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

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

**25:06 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D & R premiums when on any period of unpaid leave of absence.**

### **Article 26 Discipline and Discharge**

- 26:01** No employee shall be disciplined or discharged without just cause.
- 26:02** When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Union representative, unless he refuses such representation.
- 26:03** An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Union Representative unless the employee elects otherwise.
- 26:04** Employees shall be shown any adverse report concerning her performance or conduct, and her comments or reply shall also be recorded in her personnel file. Upon request, she shall be given copies of such documents. If she regards the report to be inaccurate, she may also initiate a grievance requesting its correction or removal from her file.
- 26:05** An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article **21** (Grievance Procedure).
- 26:06** An employee may examine her personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in her personnel file.

**26:07** The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

### **Article 27 Job Security**

**27:01** (a) In the event of a layoff, employees other than probationary and **term** employees shall receive notice or pay in lieu of such as follows:

two (2) weeks notice for layoff of up to eight (8) weeks

(b) A lay-off shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

**27:02** When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.

**27:03** In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

**27:04** An employee whose position is being deleted in accordance with Article 27:03, or who is being laid off in accordance with Article 27:02 will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

**27:05** An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate. The

application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.

- 27:06** An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 27:07** To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.
- 27:08** Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.
- 27:09** Such recall shall be made by registered mail, and shall provide for two (2) weeks notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.
- 27:10** An employee recalled to work in a different department, or different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.

**27:11** Technological change shall mean the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**27:12** An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has competency and the qualifications to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the lay off procedures specified in this Agreement.

**27:13** Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.

There shall be no reduction in wage or salary rates during the training period of any such employee.

- 27:14** (a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.
- (b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.
- 27:15** Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that past practice, effective June 23, 2000, shall be deemed to have received mutual agreement in this regard. The parties further agree that the provisions of this Article shall in no way supercede the provisions of the Memorandum of Understanding RE: Transfer of Service/Mergers/Amalgamation/Consolidation.
- 27:16** Notwithstanding Article 23:04, employees laid off, or who have had their work reduced in accordance with Article 27:01, and who have made their availability for additional available shifts known to the Employer in writing,



shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of 8:03 (d), whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- (a) Vacation pay shall be calculated in accordance with Article 13:04, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:
 

Additional available hours  
 $\frac{\text{Worked by the laid off employee}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$
- (c) In the event that the layoff is longer than twenty-six weeks, seniority will be calculated in accordance with regular hours worked;
- (d) The Employee shall be paid four **point six two (4.62%)** percent of the basic rate of pay in lieu of time off on **General** Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit;
- (e) Participation in benefit plans is subject to the provisions of each plan.

(f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 8. However, an employee on layoff who is recalled into a term position shall retain her right to be recalled into a permanent position while working in the term position.

**27:17** The Employer agrees to notify the Union in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

**27:18** Secondment is a temporary transfer of an employee(s) from one Employer to another Employer for special projects, the terms of which shall be negotiated with the Union.

#### **Article 28 Non-Discrimination**

**28:01** **The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.**

**28:02** The Employer and the Union agree that no form of employee abuse, harassment, disruptive workplace conflict, disrespectful behaviour or workplace violence will be condoned in the workplace. It is further agreed that both parties will work together to ensure that employees are aware of the DSM Respectful Workplace Policy and the procedures for reporting inappropriate conduct. Should such situations arise, the Employer and the Union will, to the extent possible, work together in recognizing, addressing and resolving such problems and that confidentiality shall be maintained to the extent possible.

## **Article 29 Performance Appraisals**

**29:01** When performance appraisals are conducted, the following guidelines shall apply:

- (a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- (b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents;
- (c) the employee shall have the right to add comments to be attached thereto;
- (d) the employee shall be given a copy of the performance appraisal.

**29:02** If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, she may also initiate a grievance requesting its correction or removal from her file.

## **Article 30 Notice of Termination**

**30:01** Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks notice in writing exclusive of any vacation due.

**30:02** Employment may be terminated with less notice or without notice:

- (a) by mutual agreement between the Employer and the employee
- (b) during the employee's probationary period
- (c) where an employee is discharged for just cause.

## **Article 31 Committees**

**31:01** The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees. This Committee shall meet at the request of either party, for the purpose of discussing matters

of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

- 31:02** This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.
- 31:03** Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Union to attend meetings of the Workplace Health and Safety Committee, the Employee/Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Union and the Employer, and to which the Union is required to appoint representatives.

### **Article 32 Job Sharing**

- 32:01** When a full-time position is posted, two (2) employees may apply to equally share that position. The decision to allow two (2) employees to split a full-time position rests solely with the Employer who will consider the needs of the area.
- 1) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.
  - 2) In the event that one (1) of the employees sharing a full-time position is absent, e.g. sick leave, vacation, leave of absence, etc. the other employee sharing the full-time position may be required to assume those shifts.
  - 3) In the event that one (1) of the employees sharing a full-time position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted as full-time with the following wording noted on the job posting:  
  
 "This full-time position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working her half of the rotation and she will be allowed to do so if another

employee is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same.”

- 4) Providing there is another employee willing to share the full-time rotation, the remaining employee will be maintained in the shared position.
- 5) If the Employer’s decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the rotation with the remaining employee, the posted position will be offered to the remaining employee as full-time and will be granted to her if she wishes to change from part-time to full-time.
- 6) If the remaining employee refuses to accept the position on a full-time basis, the position may be offered to the most suitable applicant for the full-time job posting.

The remaining employee will then be offered any part-time position for which she is qualified, that is currently vacant and if none is available, she shall be dealt with in accordance with Article 27.

### **Article 33 Term of Agreement**

- 33:01** This agreement and all its provisions shall be effective **April 1, 2014**.
- 33:02** This Agreement shall be in full force and effect until March 31, 2018 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.
- 33:03** This Agreement may be amended during its term by mutual agreement.
- 33:04** Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the

other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

- 33:05** If notice is not given under Article 33:04, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

#### **Article 34 Retroactive Wages**

- 34:01** When retroactive payment of wages is agreed to for staff employed on the date of ratification of a new Agreement, the following process will occur:
- 34:02** Employees retiring or who have voluntarily terminated their services will receive retroactive payment upon the Employer receiving their written request for such payment within ninety (90) days of the date of ratification.
- 34:03** Employees on staff at the time retroactive pay is being issued will automatically receive payment.

#### **Article 35 Meal Allowance**

An employee required to travel on behalf of the Employer shall be reimbursed for accommodation expenses while out of town, and be paid the following per diem allowance for meals:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Per Diem</u>	<u>Incidental</u>
\$6.85	\$8.85	\$15.70	\$31.40	\$4.60

Receipts are required for overnight accommodation. The per diem allowance covering reimbursement for all meals, snacks, gratuities, personal telephone calls and other incidental expenses is payable to the employee for each full day in “travel status” with no requirement for receipts. Where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only. On part days in “travel status”, the incidentals

allowance shall be paid for either the first day or the last day of each absence from the Employer.

### **Article 36 Compassionate Care Leave**

**36:01** 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:

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

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

5. A family member for the purpose of this Article shall be defined as:
  - (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a spouse or common-law partner of the parent;
  - (iv) Any other person described as family in the applicable regulations of the Employment Standards Code.
6. Unless otherwise mutually agreed, an employee may end her Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave Shifts – subject to forty-eight (48) hours notice of cancellation:"
7. Seniority shall be retained/accrued as per Article 8.
8. Subject to the provisions of Article 14, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
9. 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 15.
10. Any changes to Provincial Legislation will be reflected in this Article.



### **Article 37 Loss or Damage to Personal Effects**

- 37:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for replacement of same.
- 37:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 37:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

### **Article 38 Overpayments**

- 38:01** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
1. 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;
  2. The proposed recovery is made in as fair and reasonable a manner as possible, and;
  3. 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 the employee.

4. **An under deduction shall not be deemed an overpayment. In order to maintain continuity of benefits and pensionable service under deductions will be corrected as soon as possible with the Employer and employee making their required contributions.**
5. **Failure to make the required benefit premiums/pension contributions may result in the employees' benefit coverage being cancelled, or make the employees ineligible to participate in the plan subject to the terms and conditions of the HEB group benefit plans. Pensionable service/benefits may also be affected.**

**38:02** In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

IN WITNESS WHEREOF representatives of Diagnostic Services of Manitoba, Inc. and Westman Regional Laboratory Services have hereunto set their hand for and on behalf of Diagnostic Services of Manitoba, Inc. and Westman Regional Laboratory Services and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for and on behalf of the Manitoba Government and General Employees' Union.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #1**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Employee/Management Advisory Committee**

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The parties agree to utilize the existing Employee/Management Advisory Committee (Article 31) to discuss, review and make recommendations relative but not limited to:

Staff recruitment and retention,

Training, retraining and continuing education,

Program Management,

Efficiency of equipment utilization,

Program delivery and new program implementation,

Ongoing communications,

Professional practice issues,

Job enrichment,

Orientation,

Workplace security,

Unresolved issues relating to workload, staffing or shift schedule.

Union staff shall be entitled to attend meetings as part of the employee delegation.

Minutes shall be kept and distributed to members.

The parties further agree that the committee may request assistance from other resources such as financial staff or representatives of other agencies or organizations when dealing with issues.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding # 2**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Employment Security**

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

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

Whereas within the Province of Manitoba health care reform continues to be explored, and

Whereas there may be a need to examine the delivery of health care within the facility, and

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

1. It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.

2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities, with M.H.O., and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Understanding #3**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Transfer of Service/Mergers/Amalgamation/Consolidation**

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WHEREAS the way services are provided by the Employer may change as a result 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 all relevant 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.

- iii) For the purpose of application of Article 27 should the Employer:
  - a) merge or amalgamate with another service provider; or
  - b) centralize or consolidate with another service provider; or
  - c) transfer or combine any of its operations or functions to another service provider; or
  - d) take over any of the functions of another service provider;
 it will not be considered contracting out or sub-contracting out.
- iv) During the period of notice given under the Employment Security Memorandum of Understanding, employees potentially affected by the impending alteration of service will be entitled to portability of benefits between the employers identified as signatories to this Memorandum of Understanding. Should the receiving employer not be signatory to this Memorandum of Understanding, the receiving employer will be encouraged to honour a like portability of benefits.

For employees who have been successful in obtaining a position at a facility who is a signator to this Memorandum of Understanding, the following shall be portable:

- 1) Accumulated income protection benefits/sick leave credits recognized by the last employer shall be credited by the new Employer.
- 2) Length of employment applicable to rate at which vacation is earned shall be recognized by the new employer.
- 3) Length of employment for purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 4) Salary treatment:
  - a) if the range is identical, then placed step-on-step;

- b) if the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of porting.
- 5) Length of employment applicable to pre-retirement leave shall be recognized by the new Employer.
- 6) Upon hire of an employee, the receiving Employer agrees to confirm in writing to the employee all benefits which were ported from the sending Employer.
- 7) Benefits superior to those provided by the new Collective Agreement shall not be portable.
- 8) Hours of service since last increment is not portable for purpose of calculating next increment if applicable.
- 9) Salary and vacation earned to date to be paid out by sending Employer.
- 10) Banked time including overtime bank, stat bank, to be paid out by sending Employer.
- 11) Seniority.

APPLICATION:

IT IS AGREED THAT:

- I) When it is known that programs or services will be transferred, consolidated, merge, or amalgamated, the Employers shall determine the number of staff required by Classification.
- II) Qualified employees within the transferring program or service will be given the opportunity to move with the program on the basis of seniority.

- III) If more staff wish to move than are required for the program or service, staff from the sending Employer(s) will be selected on the basis of seniority in effect at the sending Employer's on the date of the notice being completed.
- IV) If there is insufficient staff volunteering to move, the receiving Employer(s) will fill the remaining vacancies by postings or recall provisions.
- V) Employees who transfer in accordance with this memorandum, retain seniority, service and other portable benefits if applicable or in accordance with the Memorandum of Understanding on Re-deployment Principles, and will be treated in all respects as if they had always been employees of the receiving Employer.
- VI) The receiving Employer will provide an orientation for the transferred employee of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #4**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services Inc.**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Educational Deferred Salary Leave Plan**

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(Hereinafter referred to as EDSLP)

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

1. That the EDSLP will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the EDSLP shall be self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLP must comply in all respects with all Revenue Canada guidelines.
4. That the Union shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP which might result from the

non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

### **Terms of Reference of the EDSL P**

#### **Eligibility:**

Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Union may apply for participation in the EDSL P following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSL P does not constitute a commitment being made by the Employer regarding future approval of a leave of absence.

#### **The Plan**

The E.D.S.L.P. is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

#### **Contribution/Enrolment Form**

- a) On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).

- c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.
- d) The participant shall keep the Employer informed on an ongoing basis as to his/her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for his/her potential absence.

### **Leave of Absence**

- a) It is agreed between the Employer and the Union that, for the purpose of the EDSLIP, the provisions of the Collective Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
- b) Requests for LOA under the EDSLIP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLIP will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applies for a LOA under the EDSLIP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in his/her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such

classification only after being the successful applicant for a posted vacant position within that classification.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Understanding #5**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Reasonable Accommodation and Return to Work**

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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.

The Employer, the Union and the employee(s) share a mutual responsibility for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives(s) with respect to any employee in the bargaining unit. In those instances the parties shall meet to ensure that the affected

employee(s) are fully aware of the details, provisions and expectations of the return to work process and that the work to be assigned under the Return to Work Plan is compatible with the restrictions and limitations established by a qualified medical practitioner.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #6**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Buyback of Pension**

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #7**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: 10 Hour Shift**

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Note: 10 hour shifts will only be implemented by agreement between the Employer and the Union.

1. A "10" hour shift for employees working 7.75 hours (2015 annual hours) will be 9.69 paid hours to be scheduled at 10.00 hours.
2. There shall be twenty (20) regular "10 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 9:01, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 9:01.
3. Each "10" hour shift shall be inclusive of two rest periods as defined in article 9:02 of this agreement. Meal period(s) shall consist of 30 minutes in total with 19.6 minutes unpaid and 10.4 minutes paid for each 10-hour shift.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a “10” hour shift, evening and night premiums shall be paid on the basis of hours worked.
6. The paid vacation entitlement received under the “10” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 9:01) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ( $1 \frac{1}{2} \times$ ) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 10: Overtime shall apply except for Article 10:01. Article 10:01 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Ten (10) Hour Shift Memorandum, the provisions of Article 9:06 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Union may discontinue the modified shift schedule.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #8**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: 12 Hour Shift**

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Note: 12 hour shifts will only be implemented by agreement between the Employer and the Union.

1. A "12" hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours
2. There shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 9:01, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 9:01.
3. Each "12" hour shift shall be inclusive of two rest periods as defined in Article 9:02 of this agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12-hour shift.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a "12" hour shift, evening and night premiums shall be paid on the basis of hours worked.
6. The paid vacation entitlement received under the "12" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 9:01) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ( $1 \frac{1}{2} \times$ ) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 10: Overtime shall apply except for Article 10:01. Article 10:01 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 9:06 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Union may discontinue the modified shift schedule.



Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #9**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as “the Employer”)*

and

**Manitoba Government and General Employees’ Union**

*(hereinafter referred to as the “Union”)*

**Re: Organizational Changes – Impact on the Bargaining Unit**

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In the event the Employer contemplates changes in organization structure that affect the bargaining unit, including changes that affect the number of bargaining unit members, it is agreed that meaningful prior consultation with the Union will occur.

Notwithstanding the generality of the foregoing, the provisions of the collective agreement will apply in all instances where organizational change is contemplated.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees’ Union

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees’ Union

**Memorandum of Understanding #10**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Emergency Disaster and Fire Plans**

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The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union.

In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the Manager of the Lab or designate, employees are required to perform duties 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 **10** shall apply to overtime hours worked.

Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article **10**.

This Memorandum of Agreement will not supersede any other Multi-Union/Multi-Employer agreements relating to Emergency or Disaster response.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

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On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

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On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #11**

between

**Diagnostic Services of Manitoba, Inc.**

**Westman Regional Laboratory Services**

*(hereinafter referred to as "Employer")*

and

**Manitoba Government and General Employees' Union**

*(hereinafter referred to as "Union")*

**Re: Return of Service**

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In situations where Return of Service agreements are being contemplated by the Employer, the Employer will include the Union in the development of the Return of Service agreements prior to signing of the Return of Service agreement.

All parties, the Employer, Union and employee will be required to sign the final Return of Service agreement.

The Return of Service agreement packages will be honored and supported by the Union, including the recovery of monies where the service commitment has not been met.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On behalf of Diagnostic Services of  
Manitoba, Inc. and Westman  
Regional Laboratory Services

\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

### **SCHEDULE A - Academic Allowances**

The Employer shall pay the following non-cumulative amounts in addition to the salaries as per **the Salary Schedule**, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a qualification for the position:

- Advanced certification in the appropriate field  
\$100.00 per month [prorated on an hourly basis]
- Bachelor of Science degree  
\$100.00 per month [prorated on an hourly basis]
- Masters degree  
\$150.00 per month [prorated on an hourly basis]
- Fellowship or Licentiate  
\$200.00 per month [prorated on an hourly basis]
- Doctoral degree  
\$300.00 per month [prorated on an hourly basis]

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

**SCHEDULE B – Units of Organization**

Hematology

Chemistry

Microbiology

Histopathology

Cytology

Lab Education

Transfusion Medicine

Specimen Procurement

\* The list will be completed during the life of the agreement.



## APPENDIX A - Classifications

\*The list will be reviewed and completed during the life of the agreement.

*Medical Laboratory Technologist* – An employee who is a graduate of an approved training program who has attained certification by CSMLS and is currently registered by CMLTM.

*General Duty Technologist* -- A working level Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

*Senior Laboratory Technologist* – A Laboratory Technologist who in addition to the duties of a General Duty Laboratory Technologist:

- 1) Has been delegated supervisory duties for the daily work of assigned staff; and/or
- 2) Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
- 3) Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.)

*Charge Laboratory Technologist* -- A Technologist who is delegated the over all responsibility for a formally recognized unit of lab organization which is listed in Schedule “C”. (See Note)

*Medical Laboratory Assistant* – An employee who under the supervision of a Technologist performs a limited range of specified Laboratory procedures.

*Pathology Assistant* – An employee who under the supervision of a Charge Technologist or Pathologist who performs duties related to autopsies and gross tissue dissection and descriptions.

NOTE to apply to all Charge Classifications - Schedule "C" shall be amended from time to time to reflect change in formally recognized units of organization as determined by the Employer to be necessary and have been implemented in accordance with the provisions of this Agreement.

NOTE: In applying the above occupational classification structure, the Employers affirm the following:

- 1) Where current qualifications differ from the above, current incumbents will not be required to seek or obtain registration, degrees or other components of the classification descriptions noted herein.
- 2) Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.

## **APPENDIX B - Abbreviations**

BSc - Bachelor of Science

CMLTM - College of Medical Laboratory Technologists of Manitoba

CSMLS - Canadian Society for Medical Laboratory Science

LCSMLS - Licentiate, (certified by and currently registered with the CSMLS)

MSc - Master of Science

MLT - Medical Laboratory Technologist (certified by CSMLS & currently registered with CMLTM)

MLA - Medical Laboratory Assistant

PA - Pathology Assistant

## Salary Schedule